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In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ What this form is NOT for
You cannot use this form to register
particulars of a charge for a
company. To do this, please use
form MG01s

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23/03/2012

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COMPANIES HOUSE

1 Company details		21 <small>For official use</small>
Company number	01804186	Filing in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	SQUARE ENIX LIMITED (the "Depositor")	
2 Date of creation of charge		
Date of creation	22/03/2012	
3 Description		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	Deposit Agreement (the "Agreement") to secure own liabilities	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	a) All money and liabilities that arise in connection with the application dated 6th March 2012 to issue a standby letter of credit in favour of Wells Fargo Bank N A, from the Depositor to the Bank whether actual or contingent (including further advances made thereafter by the Bank) which then were or at any time thereafter might be due, owing or incurred from or by the Depositor to the Bank anywhere or for which the Depositor might be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due owing or incurred to some other person and have subsequently become due owing incurred to the Bank as a result of a transfer assignment or other transaction or by operation of law) (continued)	
		Continuation page Please use a continuation page if you need to enter more details.

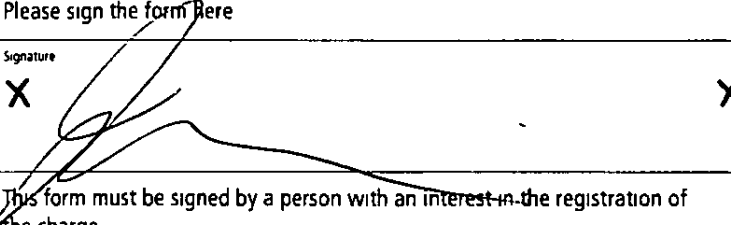
MG01

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5		Mortgagee(s) or person(s) entitled to the charge (if any)
		Please give the name and address of the mortgagee(s) or person(s) entitled to the charge
Name	Lloyds TSB Bank plc	
Address	25 GRESHAM STREET LONDON (the "Bank")	
Postcode	EC2V 7HN	
Name		
Address		
Postcode		
<div>Continuation page</div> <div>Please use a continuation page if you need to enter more details.</div>		
6		
Short particulars of all the property mortgaged or charged		
Please give the short particulars of the property mortgaged or charged		
<div>Continuation page</div> <div>Please use a continuation page if you need to enter more details</div>		
Short particulars	<p>By way of separate first fixed charge with full title guarantee each of the items comprised within the Deposit (as defined below) and all such respective rights to the repayment thereof as the Depositor may have under the terms upon which the Deposit was made and the provisions hereinbefore contained (or otherwise howsoever) as a continuing security for the payment to the Bank of the Secured Obligations (as defined in the Agreement) to the intent that the security thereby constituted shall be a continuing security</p> <p>"Deposit" means</p> <p>(a) the debt or debts which were then or thereafter owing to the Depositor (in whatever currency denominated) by the Bank on the Account (as defined below),</p> <p>(b) the debt or debts thereafter owing to the Depositor (in whatever currency denominated) by the Bank in connection with any money market or other deposit placed with the Bank from time to time using funds which have from time to time been credited to the Account, and</p> <p>(c) all interest (if any) which were then owing and thereafter to become owing in respect of the Account(s) or any such deposit, including interest which is compounded and treated as principal</p> <p>and such expression shall include any amounts referred to in sub-clause 4 2 and clause 7 of the Agreement,</p> <p>"Account" means the account(s) described in the Schedule, any account(s) directly or indirectly replacing any of the account(s) described in the Schedule and any such account(s) or replacement account(s) as renamed and/or renumbered and/or redesignated and where there is more than one account any reference to "Account" shall include each such account individually as well as any or all of them taken together</p> <p>(continued)</p>	

MG01

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7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>NIL</p>	
8	Delivery of instrument	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

MG01

Particulars of a mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **STEPHEN REVELL**

Company name **LLOYDS TSB BANK PLC**

Address **CITY OFFICE,**

PO BOX 72, BAILEY DRIVE,

GILLINGHAM BUSINESS PARK

Post town **GILLINGHAM**

County/Region **KENT**

Postcode **ME8 0LS**

Country **UK**

DX **155020 GILLINGHAM 5**

Telephone **0207 775 2490**

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(b) Interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Depositor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank might in its absolute discretion from time to time select,</p> <p>(c) Commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Depositor, the Agreement or the Deposit (as defined in the Short Particulars) (including any acts necessary to release the Deposit from the security) or in preserving, defending or enforcing the security hereby created in all cases on a full and unqualified indemnity basis,</p> <p>(d) Fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Agreement. Such fees shall be payable at such rate as might be specified by the Bank, and</p> <p>(e) All other money and liabilities expressed to be secured thereby and all other obligations and liabilities of the Depositor under the Agreement</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>NOTE</p> <p>(a) The Depositor shall not, without the Bank's prior written consent, mortgage, charge, dispose of or otherwise deal with the Deposit or any part thereof or agree to do any such thing (except in favour of, or to, the Bank)</p> <p>(b) The Depositor shall not do, omit to do or suffer anything whereby any entitlement of the Bank under any provision of the Agreement might be impeded or its exercise delayed</p>	
	THE SCHEDULE	
	The account with the Bank denominated in	and now numbered
	US DOLLAR	11704540
	designated	
	LTSB RC. SQUARE ENIX LIMITED	
	The account with the Bank denominated in	
	and now numbered	
	designated	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 1804186
CHARGE NO. 21**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEPOSIT AGREEMENT TO SECURE
OWN LIABILITIES DATED 22 MARCH 2012 AND CREATED BY
SQUARE ENIX LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK
PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 23 MARCH 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 MARCH 2012



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

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