

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record. **Do not send the original.**

MONDAY



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JNI

07/08/2017

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COMPANIES HOUSE

1 Company details

Company number 02130447

Company name in full ICBC STANDARD BANK PLC

25

For official use

Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 17/07/2017

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Merrill Lynch, Pierce, Fenner & Smith Incorporated

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.


☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

07 AUG 2017

BELFAST

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4	Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
Brief description	For more details please refer to the instrument.		
5	Other charge or fixed security	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8	Trustee statement ¹	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06).
9	Signature	Please sign the form here. Signature X  X This form must be signed by a person with an interest in the charge.	

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**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. The contact information you give will be visible to searchers of the public record.

Contact name **Aimee McLaughlin**

Company name **Arthur Cox**

Address **Victoria House**

15-17 Gloucester Street

Post town **Belfast**

County/Region **Antrim**

Postcode

B	T	1	4	L	S
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Country **Northern Ireland**

DX

Telephone **02890230007**

**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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

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

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2130447

Charge code: 0213 0447 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2017 and created by ICBC STANDARD BANK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th August 2017.

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Given at Companies House, Cardiff on 16th August 2017



Companies House



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

We hereby certify that this is
a true copy of the original

Dated this 7th day of August 2017

Arthur Cox
Victoria House
Gloucester Street
Belfast BT1 4LS

THIS SECURITY DOCUMENT is made on July 17, 2017

BETWEEN

- (1) Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"); and
- (2) ICBC Standard Bank PLC ("Client").

WHEREAS:

- (A) Merrill Lynch has established the Account for and provided certain services to Client in connection with Contracts.
- (B) In consideration for the continued maintenance of the Account and provision of services by Merrill Lynch, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Merrill Lynch and Client, have agreed to enter into this Security Document.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Security Document:

The "Account" means any accounts carried by Merrill Lynch on behalf and in the name of a Client pursuant to the Agreement.

"Affiliate" means any corporation, partnership, limited liability company or other entity that is directly or indirectly controlled by, controls, or under common control with, Merrill Lynch, including but not limited to each direct or indirect subsidiary (other than Merrill Lynch) of Bank of America Corporation, and a "related person" refers to a natural person who is a director, officer, general partner, managing member or employee of Merrill Lynch or any of its Affiliates.

"Agreement" means the Institutional Futures Client Account Agreement dated July 17, 2017 between Merrill Lynch and Client as it may be amended or supplemented from time to time, including but not limited to by this Security Document.

"Applicable Law" means the Commodity Exchange Act and the constitution, rules, regulations, customs, usages, rulings, adjustments and interpretations of any Regulator and any other laws or rules applicable to Client's trading of Futures Contracts.

"Cleared Derivative Transactions" means all swaps, forwards, options, or similar transactions that are (i) entered into by a Client in the over-the-counter ("OTC") market, or (ii) executed or traded by Client on or subject to the rules or protocols of any multilateral or other trading facility, system or platform, including any communication network or auction facility, permitted under Applicable Law or any designated contract market, and, in the case of either (i) or (ii), subsequently submitted to and accepted for clearing at a clearing organization, including but not limited to, a derivatives clearing organization registered as such under the Commodity Exchange Act and carried in the Account; **provided, however**, that "Cleared Derivatives Transactions" shall not include futures contracts and options on futures contracts executed on or subject to the rules of a U.S. designated contract market subject to regulation by the Commodity Futures Trading Commission (including derivatives transactions entered into over-the-counter and cleared as futures or options on futures contracts) or on a foreign board of trade subject to regulation in its home jurisdiction.

"Contracts" means (i) any cash commodities (including financial instruments), options on cash commodities, commodity futures contracts, options on futures contracts, security futures products, forward or leverage contracts, exchanges of futures for physical, swap or other related derivative position, exchange-traded or cleared derivatives contracts, and any similar instruments which may be purchased, sold or cleared by or through Merrill Lynch for the Account (and (ii) any Cleared Derivatives Transactions.

"Merrill Lynch Entity" means Merrill Lynch or any of its Affiliates.

"Non-Financial Collateral" means (i) the Account, (ii) Contracts (including all rights against any Merrill Lynch Entity, any domestic or foreign clearing member clearing such Contracts, or any domestic or foreign exchange, contract market or clearing house on or through which such Contracts are cleared), (iii) all rights in respect of unsettled transactions, (iv) all monies, securities, financial assets, general intangibles, other property, in each case with respect to Contracts, which any Merrill Lynch Entity may at any time be carrying for Client or which may at any time be owing or pledged to, any Merrill Lynch Entity, any domestic or foreign clearing member, any domestic or foreign exchange, contract market or clearing house, or any agents (including for safekeeping) of Client, any Merrill Lynch Entity, any domestic or foreign clearing member or any domestic or foreign exchange, contract market or clearing house, (v) all rights to payment in favor of any Merrill Lynch Entity or Client arising out of or in connection with the exercise by Merrill Lynch of any right to terminate, liquidate or otherwise close out Client's Account or Futures Contracts, and (vi) all proceeds of any of the foregoing, but only to the extent that (i) through (vi) (inclusive) do not constitute "financial collateral" (within the meaning of the UK Financial Collateral Arrangements (No. 2) Regulations 2003, as amended from time to time).

"Regulator" means (i) the U.S. Commodity Futures Trading Commission, (ii) the National Futures Association, and any (a) governmental agencies, (b) regulatory or self-regulatory organizations, or (c) domestic or foreign exchanges or contract markets, and their respective clearing houses, where Contracts are executed and/or cleared by Merrill Lynch or Merrill Lynch's agents.

2. Security Interest

- 2.1 Client agrees that its right, title and interest in and to all Non-Financial Collateral are hereby pledged to Merrill Lynch and each of its Affiliates and shall be subject to a general lien, security interest and right of set-off and recoupment in favor of Merrill Lynch and, subject only to limitations under the Commodity Exchange Act and Applicable Law that may not be hereby waived by Client, each of its Affiliates, in each case to discharge or otherwise secure all obligations, whether now existing or arising hereafter, of Client to Merrill Lynch or any of its Affiliates, irrespective of whether or not Merrill Lynch or any Affiliate may have made advances in connection with such Non-Financial Collateral and irrespective of the number of accounts the Client may have with Merrill Lynch or its Affiliates.
- 2.2 All rights and remedies under this Security Document as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.
- 2.3 Nothing contained in this Security Document affects any provision of the Agreement, all of which remain in full force and effect.

3. Miscellaneous; Client Representations and Warranties

- 3.1 No provision of this Security Document shall in any respect be waived, altered, modified or amended unless such waiver, alteration, modification or amendment is in writing and signed by one of Merrill Lynch's authorized officers and by one of Client's authorized officers.

- 3.2 Whenever any statute shall be enacted which shall affect in any manner or be inconsistent with any of the provisions hereof, or whenever any rule or regulation shall be prescribed or promulgated by any Regulator, which shall affect in any manner or be inconsistent with any of the provisions hereof, the provisions of this Security Document so affected shall be deemed modified or superseded, as the case may be, by such statute, rule or regulation, and all other provisions of the Security Document and the provisions as modified or superseded, shall in all respects continue to be in full force and effect.
- 3.3 Client represents, warrants and agrees as of the date hereof that: (a) it has the full right, power and authority to enter into this Security Document, and the person executing this Security Document on behalf of Client is authorized to do so; and (b) this Security Document is binding on Client and enforceable against Client in accordance with its terms.
- 4. Governing Law, Jurisdiction and Waiver of Jury Trial**
- 4.1 THIS SECURITY DOCUMENT, INCLUDING ITS ENFORCEMENT AND ANY DISPUTES ARISING OUT OF OR RELATING TO IT, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).
- 4.2 THE PARTIES IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE FEDERAL COURTS IN THE SOUTHERN DISTRICT OF NEW YORK WITH RESPECT TO ANY CLAIM, SUIT, ACTION OR PROCEEDINGS RELATING TO ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SECURITY DOCUMENT. CLIENT AGREES THAT ANY CLAIM, ACTION OR PROCEEDING ARISING UNDER OR IN ANY WAY RELATING TO THIS SECURITY DOCUMENT MUST BE BROUGHT, IF AT ALL, WITHIN ONE YEAR OF THE DATE OF THE EVENT(S) GIVING RISE THERETO.
- 4.3 CLIENT AND MERRILL LYNCH HEREBY WAIVE A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS SECURITY DOCUMENT.

IN WITNESS WHEREOF, Client has executed this Security Document as of the date first listed above.

ICBC Standard Bank PLC

By: David Guthrie 13/07/17
Authorized Signature Date
DAVID GUTHRIE
Print Name Title ICBC Standard Bank Plc
Legal Department

By: [Signature] 17/7/2017
Authorized Signature Date
A SPINNER HEAD OF STRUCTURED CREDIT & GT REBS
Print Name Title

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: [Signature]
Authorized Signature Date
Jacob Katsenko
Print Name AUTHORIZED SIGNATORY Title
MERRILL LYNCH PIERCE FENNER & SMITH