

MG01

Particulars of a mortgage or charge



222199/13

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 NO
You cannot use this form for
particulars of a charge
company. To do this, use
form MG01s

WEDNESDAY



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A12 14/09/2011 212
COMPANIES HOUSE

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jk

1 Company details		For official use
Company number	0 0 0 0 2 0 6 5	→ Filling 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	Lloyds TSB Bank PLC, Geneva Branch (the "Client")	

2 Date of creation of charge									
Date of creation	<table border="1"> <tr> <td>d0</td><td>d8</td><td>m0</td><td>m9</td><td>y2</td><td>y0</td><td>y1</td><td>y1</td> </tr> </table>	d0	d8	m0	m9	y2	y0	y1	y1
d0	d8	m0	m9	y2	y0	y1	y1		

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	Deed dated 8 September 2011 (the "Deed") between the Client and Citibank N A, London Branch (the "Custodian")

4 Amount secured		Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please give us details of the amount secured by the mortgage or charge Pursuant to clause 4.1 (<i>Security Interest</i>) of the Deed, the security created by the Deed is created as continuing security for the proper payment and discharge in full of the Secured Obligations Capitalised terms are defined in the continuation pages of this Form 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

Continuation page

Please use a continuation page if you need to enter more details

Name Citibank N A , London Branch

Address Citigroup Centre, Canada Square, Canary Wharf

Postcode E 1 4 5 L B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

See Part II of the attached continuation pages to this Form MG01 for the short particulars of all the property mortgaged or charged

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7 Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X *Hogem Lonello Internationals LLP.* X

This form must be signed by a person with an interest in the registration of the charge

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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 **Andrew Taylor (F3/AMT/2480874)**

Company name **Hogan Lovells International LLP**

Address **Atlantic House**

Holborn Viaduct

Post town **London**

Country/Region

Postcode **E C 1 A 2 F G**

Country **United Kingdom**

DX **57 London Chancery Lane**

Telephone **+44 (20) 7296 2000**

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,
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.companieshouse.gov.uk or email enquires@companieshouse.gov.uk

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Part I
Definitions**

In this Form MG01, references to clauses, sections and schedules are to clauses, sections and schedules to the Deed unless otherwise specified. In this Form MG01, the following expressions shall have the following meanings respectively set out below:

"Account" means any cash account or any securities custody account as defined or otherwise described in the Agreement. Pursuant to clause 2(a) (*Establishment of Accounts*) of the Agreement, the Client authorises the Custodian to establish on its books, pursuant to the terms of the Agreement, (i) a custody account or accounts (the **"Custody Account"**) and (ii) a cash account or accounts (the **"Cash Account"**). The Custody Account will be a custody account for the receipt, safekeeping and maintenance of Securities, and the Cash Account will be a current account for Cash. Pursuant to clause 10 (*Customer Assets*) of the Deed, the security interests and set-off rights created by the Deed shall not apply to Accounts which are identified by the Client as containing Securities or cash to which customers of the Client are beneficially entitled, such identification to be made promptly upon execution of the Deed by the Client instructing the Custodian in writing to amend the title of any Account that is to fall outside the scope of the Deed.

"Agreement" means the global custodial services agreement dated 8 September 2011 entered into by the Custodian and the Client (as amended or supplemented from time to time).

"Authorised Person" means the Client or any person (including any individual or entity) authorised by the Client to act on its behalf in the performance of any act, discretion or duty under the Agreement (including, for the avoidance of doubt, any officer or employee of such person) in a notice reasonably acceptable to the Custodian.

"Cash" means all cash or cash equivalents in any currency received and held on the terms of the Agreement.

"Collateral" means (i) cash held in any Account with the Custodian, (ii) Securities or other assets held in any Account by the Custodian, and (iii) rights in respect of transactions in Securities in connection with services provided by the Custodian.

"Instructions" means any and all instructions (including approvals, consents and notices) received by the Custodian from, or reasonably believed by the Custodian to be from, any Authorised Person, including any instructions communicated through any manual or electronic medium or system agreed between the Client and the Custodian.

"Irrevocable Commitments" means irrevocable commitments to pay for or deliver Securities incurred by the Custodian or its sub-custodian in carrying out Instructions of the Client to clear and/or settle transactions under the Agreement.

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Secured Obligations" means all obligations owing to the Custodian by the Client in connection with services under the Agreement, whether present or future, actual or contingent, (and whether incurred by the Client alone or jointly, and whether as principal or surety or in some other capacity), including but not limited to

- (a) all obligations of the Client to reimburse the Custodian in respect of Irrevocable Commitments,
- (b) all other present and future obligations of the Client to repay the Custodian including, but not limited to, daylight and overnight overdraft lines and reversals of provisional credits, and
- (c) all obligations of the Client under the indemnity provided to the Custodian in the Agreement

"Securities" means any financial asset (other than Cash) from time to time held for the Client on the terms of the Agreement

Part II

Particulars of property mortgaged or charged

Pursuant to clause 4.1 (*Security Interest*) of the Deed, as continuing security for the proper payment and discharge in full of the Secured Obligations, the Client grants a first fixed security interest (or an equivalent interest under the governing law of the Agreement) to the Custodian over all rights the Client has or may have now or in the future in respect of the Collateral

Pursuant to clause 4.3 (*Security Interest*) of the Deed, the Custodian has the benefit of all of the Collateral whether held by it or for the Custodian by a subcustodian appointed in another jurisdiction

Pursuant to clause 4.4 (*Security Interest*) of the Deed, the Custodian expressly reserves any statutory security interest available to it under applicable law



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 2065
CHARGE NO. 28

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED DATED 8 SEPTEMBER 2011
AND CREATED BY LLOYDS TSB BANK PLC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO CITIBANK N.A., LONDON BRANCH ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 14 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 SEPTEMBER
2011

DX

