

226479/13

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge

TUESDAY



A2D4RPX6

A03

14/12/2010

363

COMPANIES HOUSE

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 Scottish
company. To do this, please use
form MG01s

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

1 Company details

Company number 0 0 0 0 2 0 6 5

Company name in full Lloyds TSB Bank plc (the "**Chargor**")

22 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 Date of creation of charge

Date of creation d0 d1 m1 m2 y2 y0 y1 y0

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 A security deed dated 1 December 2010 (the "**Security Deed**") made between
the Chargor and the Secured Party (as defined below).

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured The Secured Obligations (as defined below - please
see continuation pages)

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

MG01

Particulars of a mortgage or charge

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 UBS AG, London Branch (the "**Secured Party**")

Address 1 Finsbury Avenue

London

Postcode E C 2 M 2 P R

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

Creation of Security

- 1 The Chargor assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights, title and interest in and to
 - (a) the Contract Rights, and
 - (b) the Charged Assets
- 2 To the extent not effectively assigned pursuant to 1 above, the Chargor charges and agrees to charge by way of first fixed charge all of its rights, title and interest in and to
 - (a) the Charged Accounts and all of its rights in respect of any amount standing to the credit of each Charged Account and the debt represented by each Charged Account,
 - (b) the Securities and all the Related Rights, and
 - (c) the Custody Cash
- 3 The Chargor charges by way of first floating charge all of the Charged Assets at any time not effectively mortgaged, charged or assigned by way of first fixed mortgage, charge or assignment pursuant to 1 and 2 above

Please see continuation pages

MG01

Particulars of a mortgage or charge

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

Nil.

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 866).

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 870). 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 Allen & Overy LLP

X

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

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 RPT/DSF/NEIP/0011002-0000760

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



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 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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Security

All the Security created, or expressed to be created, under the Security Deed

- (a) is created in favour of the Secured Party,
- (b) is created over the present and future assets and rights of the Chargor,
- (c) is security for the payment of all the Secured Obligations, and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

The New Portfolio Assets that are credited to the Charged Accounts from time to time in accordance with the terms of the TRS Transaction shall be immediately subject to the Security created in accordance with the provisions of Clause 3 of the Security Deed

Continuing Security

The Security created, or expressed to be created, by the Security Deed is a continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part

Restrictions on Dealing

- 1 The Chargor shall not create or permit to subsist any Security Interest (other than as provided for in the Custody Agreement) over any Charged Assets other than the Security created in favour of the Secured Party pursuant to the Security Deed
- 2 The Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Assets except as permitted by the Transaction Documents

Definitions

In this Form MG01

"Cap Amount" means, in respect of an Early Termination Date, the greater of (i) zero, and (ii) the Mark-to-Market Value of the TRS Transaction

"Cash Accounts" means each of the cash accounts maintained by the Custodian in the name of the Chargor with account numbers 5033048260, 5033049780, 5033038260 and 5033039780 for holding all Custody Cash in accordance with the terms of the Custody Agreement, including any other account which is a successor to any of these accounts on any renumbering or redesignation of accounts

"Charged Accounts" means the Securities Account and the Cash Accounts opened with the Custodian under the Custody Agreement in London, and "Charged Account" means any one of

MG01 - continuation page

Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>them as the context may require</p> <p><u>“Charged Assets”</u> means (i) the Securities, (ii) the Custody Cash, (iii) the Related Rights and (iv) following a Secured Party Notice becoming effective, any Distributions transferred to the Cash Accounts and/or the Securities Account (as applicable) pursuant to the second paragraph of the Clause 1.5 (<i>Distributions</i>) of the Custody Agreement</p> <p><u>“Close-out Secured Obligations”</u> means all present and future moneys, debts, liabilities and obligations due, owing or incurred by the Chargor to the Secured Party under Section 6(e) of the ISDA Master Agreement (whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise), subject to a maximum amount equal to the Cap Amount</p> <p><u>“Contract Rights”</u> means all powers, rights, claims, discretions, title, interest and benefit whatsoever whether now or in the future which the Chargor has under or otherwise in connection with the Custody Agreement but only in so far as they relate to the Charged Assets including without limitation all and any right of the Chargor to require the Custodian to repay, deliver or redeliver title to and possession of any or all of the Charged Assets, and all monies assured by or to become payable under the same and the benefit of all covenants under the Custody Agreement and all powers and remedies for enforcing the same but, in each case, only in so far as they relate to the Charged Assets</p> <p><u>“Custodian”</u> means The Bank of New York Mellon, a banking corporation organised pursuant to the laws of the State of New York and operating through its branch in London, at One Canada Square, London E14 5AL, England</p> <p><u>“Custody Agreement”</u> means the custody agreement dated 01 December 2010 between the Chargor, the Secured Party and the Custodian</p> <p><u>“Custody Cash”</u> has the meaning given to it in the Custody Agreement, save that the Excluded Rights, if any, shall not constitute Custody Cash for the purposes of the Security Deed</p> <p><u>“Defaulting Party”</u> has the meaning given to it in the ISDA Master Agreement</p> <p><u>“Distributions”</u> has the meaning given to it in the Custody Agreement</p> <p><u>“Early Termination Date”</u> has the meaning given to it in the ISDA Master Agreement</p> <p><u>“Event of Default”</u> has the meaning given to it in the ISDA Master Agreement</p> <p><u>“Excluded Rights”</u> means any Non-principal Payment Amounts paid or payable and/or transferred or transferrable in relation to any Securities prior to the designation of an Early Termination Date following an Event of Default in respect of which the Chargor is the Defaulting Party</p> <p><u>“ISDA Master Agreement”</u> means the 1992 ISDA Master Agreement (Multi-Currency Cross Border) between the Chargor and UBS AG dated as of 03 December 1996, as amended on 30 June 1998 by the addition of a Credit Support Annex, as further amended and supplemented from time to time, and as amended on 01 December 2010 by the addition of a Credit Support Annex pursuant to paragraph 9(ii) of the TRS Confirmation</p> | |

MG01 - continuation page
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|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>“<u>Mark-to-Market Value</u>” means with respect to the TRS Transaction in respect of an Early Termination Date, the amount, if any, determined by the Secured Party which would have been payable by the Chargor to the Secured Party (expressed as a positive number) or by the Secured Party to the Chargor (expressed as a negative number) pursuant to Section 6(e) of the ISDA Master Agreement if the TRS Transaction were the sole Terminated Transaction (as defined in the ISDA Master Agreement) with the Chargor as the sole Affected Party (as defined in the ISDA Master Agreement)</p> <p>“<u>New Portfolio Assets</u>” has the meaning given to it in the TRS Confirmation</p> <p>“<u>Non-principal Payment Amount</u>” has the meaning given to it in the TRS Confirmation</p> <p>“<u>Related Rights</u>” means</p> <ul style="list-style-type: none"> (i) any interest or other distribution paid or payable in relation to any Securities save that the Excluded Rights, if any, shall not form part of the Related Rights, and (ii) any right, money or property accruing or offered at any time in relation to any Securities by way of redemption, substitution or exchange, under option rights or otherwise <p>“<u>Secured Obligations</u>” means the TRS Secured Obligations and the Close-out Secured Obligations</p> <p>“<u>Secured Party Notice</u>” has the meaning given to it in the Custody Agreement</p> <p>“<u>Securities</u>” has the meaning given to it in the Custody Agreement, save that the Excluded Rights, if any, shall not constitute Securities for the purposes of the Security Deed</p> <p>“<u>Securities Account</u>” means the securities account maintained by the Custodian in the name of the Chargor with account number 503304 and 503303 for the custody and safekeeping of the Securities in accordance with the terms of the Custody Agreement</p> <p>“<u>Security</u>” means any Security Interest created, evidenced or conferred by or under the Security Deed</p> <p>“<u>Security Interest</u>” means a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>“<u>Transaction Document</u>” means the Security Deed, the ISDA Master Agreement, the TRS Confirmation and the Custody Agreement</p> <p>“<u>TRS Confirmation</u>” means the confirmation dated 01 December 2010 between the Chargor and the Secured Party evidencing the TRS Transaction</p> <p>“<u>TRS Secured Obligations</u>” means all present and future moneys, debts, liabilities and obligations due, owing or incurred by the Chargor to the Secured Party under or in connection with the TRS Transaction or the Security Deed (whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise), in an</p> | |

MG01 - continuation page

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Short particulars

aggregate amount not exceeding the Cap Amount

“TRS Transaction” means the total return swap transaction with a Trade Date of 24 November 2010 relating to a portfolio of cash and securities entered into between the Secured Party and the Chargor under the ISDA Master Agreement



FILE COPY

**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. 22**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEED DATED 1
DECEMBER 2010 AND CREATED BY LLOYDS TSB BANK PLC
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO UBS AG, LONDON BRANCH (THE "SECURED
PARTY") 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 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 DECEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES