

MG01

Particulars of a mortgage or charge



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A fee is payable with this form

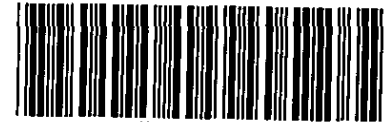
We will not accept this form unless you send the correct fee

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
particulars of a charge for a
company. To do this, please
form MG01s

THURSDAY



LJEJBNGF

LD3

16/09/2010

107

COMPANIES HOUSE

44

1 Company details

Company number 0 0 1 5 9 7 5 2

Company name in full VTB Capital plc
(the "Customer")

→ **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 d8 m0 m9 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 deed of charge between JPMorgan Chase Bank, National Association
("JPMorgan") and the Customer dated 8 September 2010 (the "Deed of
Charge")

4 Amount secured

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

Amount secured All liabilities and obligations whatsoever, whether
present or future, actual or contingent, of the 4410
Customer to JPMorgan in connection with the Global
Custody and Clearance Agreement (the "Secured
Liabilities")

Unless defined elsewhere on this Form MG01, please
see attached Section 4 (Amount Secured) and Section
6 (Short particulars of all the property mortgaged
or charged) continuation pages of this Form MG01
for the defined terms which are used throughout
this Form MG01 (including such continuation pages)

Continuation page

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

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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 JPMorgan Chase Bank, National Association

Address 125 London Wall

London

Postcode E C 2 Y 5 A J

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

The Customer, as continuing security for payment of the Secured Liabilities, with full title guarantee, hereby charges by way of first floating charge all Charged Assets. For the avoidance of doubt, the Security will not be automatically discharged if, at any time, there shall be no Secured Liabilities or Charged Assets but shall continue so as to provide security for any future Secured Liability and/or as the case may be over any future Charged Asset

NB

(1) Save where JPMorgan has given its consent or as otherwise specifically provided in the Deed of Charge or the Global Clearing and Custody Agreement, JPMorgan shall, during the continuance of the Deed of Charge or until the Secured Liabilities have been duly and properly paid in full, be capable of blocking withdrawal, assignment or other disposal of Charged Assets to the extent that such Charged Assets are required to cover present and, or future Secured Liabilities. These Secured Liabilities include, but are not limited to, current cash overdrafts or other cash obligations incurred by JPMorgan as a result (typically) of stock purchase trades being released without being covered by existing cash balances within a Cash Account. Charged Assets may also be released as an extension of credit to the Customer with JPMorgan's express permission and at JPMorgan's sole discretion.

(2) The Deed of Charge contains covenants for further assurance

(3) The Deed of Charge contains covenants for negative pledge

Unless defined elsewhere on this Form MG01, please see attached Section 4 (Amount Secured) and Section 6 (Short particulars of all the property mortgaged or charged) continuation pages of this Form MG01 for the defined terms which are used throughout this Form MG01 (including such continuation pages)

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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

None

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 Clifford Chance 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 Sabah Mathur, 70-40309970

Company name Clifford Chance LLP
via CH London Counter

Address 10 Upper Bank Street

Canary Wharf

Post town London

Country/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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

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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>"Account" means a Securities Account or a Cash Account opened by JPMorgan in its books and records in the name of the Customer, or at its reasonable request in any other name, pursuant to the Global Custody and Clearance Agreement,</p> <p>"Cash Account" means an Account reflecting cash in any currency received by JPMorgan or any Sub-Custodian or Securities Depository or other agents for the account of the Customer opened in connection with the Global Custody and Clearance Agreement,</p> <p>"Charged Assets" means</p> <p>(a) <u>all Securities</u> and all other investments, cash <u>balances</u> in whatever currency credited to a Securities Account or a Cash Account in the name of or otherwise attributable to the Customer,</p> <p>(b) <u>all dividends</u>, distributions and interest on and other proceeds of any Charged Asset, whether capital or income,</p> <p>(c) <u>all property</u>, distributed, paid, accruing or offered at any time on, to, in respect of or in substitution for, any of the Charged Assets,</p> <p>(d) all monies, debts, claims, investments and other property whatsoever from time to time deposited with or held by JPMorgan or for JPMorgan's account or to its order or owed or owing to JPMorgan in whatever capacity or owing by JPMorgan to the Customer, and</p> <p>(e) <u>all documents</u> related to any of the above from time to time held by, or for the account or to the order of JPMorgan,</p> <p>and, in each case (a) to (e), the claims represented thereby against any agent, clearing system, depository, sub-custodian, bank or other third party The term Charged Assets includes all right, title and interest thereto, PROVIDED HOWEVER that where the Customer has notified JPMorgan that the Customer is a custodian regulated by the FSA or by another regulator which does not permit any lien or right of retention or sale to subsist over securities which have been fully paid for, and JPMorgan has agreed to designate one or more accounts as "Segregated" and not subject to the Security created hereby it is agreed that all assets credited to any account which is so designated as a "Segregated" account and all dividends, distributions and interest on and other proceeds of any assets so credited, whether capital or income and all documents of title thereto shall not be Charged Assets,</p> <p>"Global Custody and Clearance Agreement" means the agreement of that name entered into between JPMorgan and the Customer pursuant to which JPMorgan provides global custody and clearance facilities to the Customer and includes all Addenda thereto entered into from time to time between JPMorgan and the Customer,</p>	

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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

"the Security" means the floating charge created under or pursuant to the Deed of Charge,

"Securities" means shares, stocks, debentures, bonds, notes, mortgages or other like obligations and any certificates, receipts, warrants or other instruments representing rights to receive, purchase or subscribe for the same;

"Securities Account" means an Account evidencing any Securities held by JPMorgan or any branch of JPMorgan on behalf of the Customer or held by a Sub-Custodian or Securities Depository for JPMorgan on behalf of the Customer opened in connection with the Global Custody and Clearance Agreement,

"Securities Depository" means any securities depository, settlement system, dematerialised book entry system or similar system, and

"Sub-Custodian" means the entities listed in Schedule 1 of the Global Custody and Clearance Agreement and such other entities as JPMorgan may appoint from time to time



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 159752
CHARGE NO. 44

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 8
SEPTEMBER 2010 AND CREATED BY VTB CAPITAL PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO JPMORGAN CHASE BANK NATIONAL
ASSOCIATION 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
16 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 SEPTEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES