

MR01

Particulars of a charge



Companies House

186095/13

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

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **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.companieshouse.gov.uk

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. It
will be scanned and placed on the public record. **Do not send the original**

THURSDAY



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A14

28/05/2015

#133

COMPANIES HOUSE

1 Company details

Company number 00551334

Company name in full Commerzbank Finance Limited

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 21/05/2015

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 Commerzbank AG, London Branch

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

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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

Brief description

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

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

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **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

☐ **Yes**

☒ **No**

8

Trustee statement¹

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

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Field Fisher Waterhouse* X
UP

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

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

Contact name Lisa Harrison

Company name Fieldfisher

Address Riverbank House

2 Swan Lane

Post town London

County/Region London

Postcode E C 4 R 3 T T

Country United Kingdom

DX CDE 823

Telephone 0207 861 4048



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 £13 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.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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 551334

Charge code: 0055 1334 0071

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st May 2015 and created by COMMERZBANK FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th May 2015.

Given at Companies House, Cardiff on 4th June 2015



Companies House



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

Pledge Agreement

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

Field Fisher
Waterhouse LLP

1. Object of the pledge

The undersigned

Commerzbank Finance Limited having company registration number 27.05.15
00551334 and whose registered address is 30 Gresham Street, London EC2V
7PG

- hereinafter called "**Pledgor**" -

herewith pledges to

Commerzbank AG, London Branch of 30 Gresham Street, London EC2V 7PG

- hereinafter called "**Pledgee**" -

all its securities deposits held with the Commerzbank Aktiengesellschaft,
60261 Frankfurt am Main, Germany – hereinafter called "**Custodian**" – under
the deposit account no [REDACTED] with all securities booked therein
presently and in future including interest ("**Securities Account**")

- hereinafter called "**Collateral Bonds**" -

and

all its present and future credit balances including interest accrued thereon on
all present and future accounts held with the Custodian under customer no [REDACTED]
[REDACTED], irrespective of whether the accounts are denominated in EUR, USD
or any other currency (any such account a "**Cash Account**")

- hereinafter called "**Collateral Cash**" -

- Collateral Bonds and Collateral Cash hereinafter together called
"**Collateral**" –

and

any dividend, interest or other distribution paid or payable in relation to any
Collateral and any right, money or property accruing or offered at any time in
relation to any Collateral by way of redemption, substitution, exchange, bonus
or preference, under option rights or otherwise

- hereinafter called "**Related Rights**" -

The Pledgee hereby accepts the pledge of the Collateral as security for the
payment, discharge and performance of all the Secured Claims

2. Definitions

2.1 In this Agreement

Cash Account has the meaning given in Clause 1 (*Object of the pledge*) of this Agreement

Collateral has the meaning given in Clause 1 (*Object of the pledge*) of this Agreement

Collateral Bonds has the meaning given in Clause 1 (*Object of the pledge*) of this Agreement

Collateral Cash has the meaning given in Clause 1 (*Object of the pledge*) of this Agreement

Custodian means Commerzbank Aktiengesellschaft, 60261 Frankfurt am Main, Germany

Default Rate means the rate specified in Clause 11.3 (*Interest*) of the Facility Agreement

Event of Default means an event of default as specified in clause 22 (*Events of Default*) in the Facility Agreement

Facility Agreement has the meaning given to that term in clause 3 (*Purpose of security*) below

Investments means

- (a) the Collateral, and
- (b) all Related Rights

Pledge means any and all pledges constituted under this Agreement

Related Rights has the meaning given in Clause 1 (*Object of the pledge*) of this Agreement

Secured Claims has the meaning given to that term in clause 3 (*Purpose of security*) below

Securities Account has the meaning given in Clause 1 (*Object of the pledge*) of this Agreement

2.2 Terms defined in the Facility Agreement have, unless expressly defined in this Agreement, the same meanings in this Agreement

3. Purpose of security

The Pledge shall serve to secure all obligations at any time due, owing or incurred by the Pledgor to the Pledgee (a) under the EUR 11,000,000,000 uncommitted revolving credit facility agreement (the **Facility Agreement**) dated on or around the date of this Agreement between the Pledgor (as borrower) and the Pledgee (as lender) and/or (b) under this Agreement

- hereinafter called "**Secured Claims**" -

4. Release of Security

Subject to a release of collateral by the Pledgee pursuant to the provisions of the Facility Agreement, the Collateral will not be returned before all outstanding amounts resulting from the Secured Claims are unconditionally and irrevocably paid and discharged in full

5. Collateral Bonds

5.1 Withdrawals

Subject to Clause 5.2, no withdrawal of Collateral Bonds may be made from a Securities Account except in accordance with the terms of the Facility Agreement and this Agreement

5.2 Re-use

- (a) Subject to this Clause 5.2, the Pledgee may use and dispose of any Collateral Bonds, as if it were the owner of such Collateral Bonds including, by transferring such Collateral Bonds to any account of the Pledgee or by transferring ownership of such Collateral Bonds to a third party
- (b) If the Pledgee exercises its rights under paragraph 5.2(a), it shall
 - (i) show the relevant Collateral Bonds as still credited to the Securities Account (and so that the same shall be treated as such for the purposes of the Facility Agreement), and
 - (ii) at any time when the Pledgee would otherwise be required to transfer the relevant Collateral Bonds to the Pledgor in accordance with the Facility Agreement
 - (A) replace the original Collateral Bonds by transferring securities equivalent to such Collateral Bonds to the Securities Account, or
 - (B) determine (in a commercially reasonable manner based upon mid-market price where available) the value of the equivalent Collateral Bonds at that time and credit an amount equal to such value to the Cash Account

- (c) The Pledgor herewith pledges its rights pursuant to Clause 5 2(b)(ii) to the Pledgee as security for the Secured Claims
- (d) Any equivalent Collateral Bonds which are transferred to the Securities Account as described in Clause 5 2(b)(ii)(A) shall be subject to the same terms to which the original Collateral Bonds were subject and shall be treated as having been provided under and for the purposes of this Agreement at the same time as the original Collateral Bonds were first provided
- (e) For the purposes hereof securities "**equivalent**" to any Collateral Bonds means securities of an identical type, nominal value, description and amount to particular Collateral Bonds. If and to the extent that such Collateral Bonds consist of securities that have been converted, subdivided, consolidated, made the subject of a takeover, rights of pre-emption, rights to receive securities or a certificate which may at a future date be exchanged for securities, the expression shall include such securities or other assets to which the holder would be entitled following the occurrence of the relevant event. In the event that such Collateral Bonds have been redeemed, are partly paid, are the subject of a capitalisation issue or are subject to an event similar to any of the foregoing events described in this paragraph, the expression shall have the following meanings
 - (i) in the case of redemption, a sum of money equivalent to the proceeds of the redemption,
 - (ii) in the case of a call on partly-paid securities, securities equivalent to the relevant Collateral Bonds provided that the Pledgor shall have paid to the Pledgee an amount of money equal to the sum due in respect of the call,
 - (iii) in the case of a capitalisation issue, securities equivalent to the relevant Collateral Bonds together with the securities allotted by way of bonus thereon,
 - (iv) in the case of any event similar to any of the foregoing events described in this paragraph, securities equivalent to the Collateral Bonds together with or replaced by a sum of money or securities or other property equivalent to that received in respect of such Collateral Bonds resulting from such event
- (f) Where and for so long as any Collateral Bonds have been re-used by the Pledgee in accordance with this Clause 5 2
 - (i) the Pledgor acknowledges that the Pledgor shall cease to be entitled to exercise or direct the exercise of any voting or other rights attaching to such Collateral Bonds and that the Pledgee shall be entitled to exercise such voting and other rights,
 - (ii) no coupons, dividends or other income or distributions paid or payable in relation thereto may be received by the Custodian,

- (iii) coupons, dividends or other income or distributions paid or payable in relation thereto shall be received by the Pledgee, and
- (iv) in lieu of all such all coupons, dividends or other income or distributions paid or payable in relation thereto, the Pledgee shall instead credit to the Cash Account an amount equal to the coupons, dividends or other income or distributions which would have been received by the Custodian in respect thereof had no such re-use taken place
- (g) The Pledgee will have no liability to the Pledgor for any loss that results from the exercise or non-exercise of any voting and other rights attaching to any Collateral Bonds re-used by the Pledgee in accordance with this Clause 5.2

6. Collateral Cash

The Pledgor may not withdraw cash from the Cash Account except with the prior written consent of the Pledgee

7. Right of Realisation by the Pledgee

- (a) The Pledgee shall be entitled to realise the Investments following an Event of Default which is continuing and the Secured Claims have become due in whole or in part but unpaid (*Pfandreife in accordance with Sections 1273, 1228 of the German Civil Code*). The Pledgee shall realise the Investments only to the extent which is required to settle the Secured Claims due
- (b) On realisation of the Investments, for which a 2 Business Day prior notice of the Pledgee to the Pledgor is necessary, the proceeds shall serve as Collateral Cash until all Secured Claims are satisfied or until the value of Collateral Cash exceeds the unsatisfied Secured Claims, in which case the Pledgee shall apply the Collateral Cash in satisfaction of such unsatisfied Secured Claims. However, the Pledgee shall be entitled to satisfaction from the proceeds at any time and especially to set-off the proceeds against any Secured Claims due to it from the Pledgor
- (c) After this Pledge has become enforceable, the Pledgee may in its absolute discretion enforce all or any part of the Collateral in any manner it sees fit. Alternatively to any other right of realisation of Collateral Bonds the Pledgee may have, including the sale of Collateral Bonds in the market (*Verkauf aus freier Hand*), the Pledgee may elect with respect to all or part of the Collateral Bonds that ownership of Collateral Bonds shall pass on to the Pledgee to satisfy Secured Claims. If the Pledgee elects so, (i) the Pledgee shall give corresponding notice to this effect to the Pledgor together with the notice of the intention to realise the Investments referred to in Clause 7(b) and (ii) the Pledgee shall apply the amount of the value of the

Collateral Bonds for which such election has been made to discharge the Secured Claims

8. Acknowledgement of Pledge

Commerzbank AG in its capacity as Custodian herewith acknowledges the Pledge. Further, the Custodian herewith subordinates its lien pursuant to its general business conditions and/or the pledge pursuant to the provisions of the custody agreement to the Pledge and agrees that it will enforce (*verwerten*) such lien and/or pledge only after the Secured Claims have been unconditionally and irrevocably paid and discharged in full.

9. Law and Jurisdiction

This pledge is governed by the law of the Federal Republic of Germany, non-exclusive place of jurisdiction is Frankfurt am Main.

10. Partial Invalidity

If any provision of the pledge is wholly or partially invalid or void the other provisions of the pledge shall remain in force. This also applies in the case of a gap (*Vertragslücke*).

Execution page

The Pledgor

London, 21 May 2015
(Place and Date)

[Redacted]
(Stamp and authorised signature of a director of the Pledgor)

London, 21 May 2015
(Place and Date)

[Redacted]
(Stamp and authorised signature of a director of the Pledgor)

Commerzbank AG, LONDON BRANCH .

London 21 May 2015
(Place and Date)

[Redacted]
(Authorised signature of an authorised signatory of the Pledgee)

London, 21 May 2015
(Place and Date)

[Redacted]
(Authorised signature of an authorised signatory of the Pledgee)