

# MR05

Statement that part or the whole of the property charged  
(a) has been released from the charge (b) no longer  
forms part of the company's property or undertaking



You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a statement that part or the  
whole of the property charged  
has either (a) been released from  
the charge or (b) no longer forms  
part of the company's property

☒ **What this form is NOT for**  
You may not use this form  
to register this statement against  
LLP. Use form LL MR05

WEDNESDAY



A04

\*A3KYD84J\*

19/11/2014

#141

COMPANIES HOUSE

## 1 Company details

Company number 0 1 0 2 6 1 6 7

Company name in full Barclays Bank PLC

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

## 2 Charge creation

When was the charge created?

→ **Before 06/04/2013** Complete **Part A and Part C**

→ **On or after 06/04/2013** Complete **Part B and Part C**

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 0 1 0 5 2 0 1 2

### A2 Charge number

Please give the charge number. This can be found on the certificate

Charge number\* 1 6 3

### A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description Deed dated 1 May 2012 (the "**Deed**") between the Charging  
Company and Citibank N A (the "**Bank**") for itself and on behalf of  
each branch or affiliate of the Bank from time to time selected and  
appointed by the Charging Company and identified in Exhibit A to the  
Agreement as custodian or clearing agent (each a "**Custodian**")

Capitalised terms are defined in the continuation pages to this MR05

#### Continuation page

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

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A4

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

See part II of the attached continuation pages for the short particulars of all the property mortgaged or charged

Parts III and IV of the attached continuation pages refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Deed and must be read as part of those charges

**Continuation page**

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

**Part B**

**Charges created on or after 06/04/2013**

B1

**Charge code**

Please give the charge code This can be found on the certificate

Charge code ①

--

**① Charge code**

This is the unique reference code allocated by the registrar

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## Part C To be completed for all charges

**C1**

### Cease or release

Please tell us about the property or undertaking

**Part** of the property or undertaking charged

- ☐ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking
- ☐ has been released from the charge and no longer forms part of the company's property or undertaking

→ Go to **Section C2**

**or**

**All** of the property or undertaking charged

- ☒ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking
- ☐ has been released from the charge and no longer forms part of the company's property or undertaking

→ Go to **Section C3**

**C2**

### Description of assets or property ①

Please give a brief description of assets or property released from the charge and/or a brief description of any property which has ceased to form part of the company's property or undertaking

Description of assets  
or property

① This section must be completed where part of the property or undertaking has been released from the charge or no longer forms part of the company's property or undertaking

#### Continuation page

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

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**C3****Details of the person delivering this statement and their interest in the charge**

|                                 |  |
|---------------------------------|--|
|                                 | Please give the name of the person delivering this statement               |
| Name                            | Hogan Lovells International LLP  |
|                                 | Please give the address of the person delivering this statement            |
| Building name/number            | Atlantic House   |
| Street                          | Holborn Viaduct  |
|                                 |  |
| Post town                       | London   |
| County/Region                   |  |
| Postcode                        | E C 1 A 2 F G  |
|                                 | Please give the person's interest in the charge (e.g. chargor/chargee etc) |
| Person's interest in the charge | Solicitors to the Chargee  |
|                                 |  |
|                                 |  |

**C4****Signature**

|           |   |
|-----------|---|
|           | Please sign the form here                               |
| Signature | Signature<br>X <i>Hogan Lovells International LLP</i> X |

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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 Andrew Taylor (F3/AMT/4243330)

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



### 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

#### Part A Charges created before 06/04/2013

- ☐ You have given the charge date  
☐ You have given the charge number (if appropriate)  
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4

#### Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

#### Part C To be completed for all charges

- ☐ You have ticked the appropriate boxes in Section C1  
☐ You have given a description of assets or property released from the charge (if appropriate)  
☐ You have given the details of the person delivering this statement in Section C3  
☐ You have signed the form



### Important information

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



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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A4

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking 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 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 which is marked as containing cash or assets belonging solely to the Charging Company. For the avoidance of doubt, any cash or securities custody account which is marked as containing cash or assets which belong to a customer of the Charging Company and designated by the Charging Company are excluded from this definition. Pursuant to clause 3(A) of the Agreement, the Charging Company authorises the Custodian to establish on its books, pursuant to the terms of the Agreement, (i) a Clearing Account or accounts (the "Clearing Account") and (ii) a cash account or accounts (the "Cash Account"). Pursuant to clause 3 (A) of the Agreement, the Clearing Account will be a Clearing and Custody Account for the receipt, safekeeping and maintenance of Securities, and the Cash Account will be a current account for cash. Pursuant to clause 3(A) of the Agreement, the Clearing Account and the Cash Account will be in the name of the Charging Company or such other name as the Charging Company may reasonably designate to the Custodian.

**"Agreement"** means the Master Clearing Agreement dated March 23rd, 2000 as amended or supplemented from time to time and as may be further supplemented and amended by the Deed.

**"Authorised Person"** means any person (including any individual or entity) authorised by the Charging Company 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 written notice which is in a form acceptable to the Custodian.

**"Business Day"** means, in relation to a Custodian, a day on which that Custodian and the relevant securities settlement system in the jurisdiction of that Custodian are open for business.

**"Collateral"** means (i) cash held in any Account with any Custodian, (ii) Securities or other assets held in any Account by any Custodian, and (iii) rights in respect of over-the-counter transactions in Securities executed by the Charging Company utilising services provided by any Custodian.

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### Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

**"Deed"** means the Deed and any schedule to the Deed as amended and supplemented from time to time

**"Event of Default"** means (i) the Charging Company fails to pay any Secured Obligations when due, has received a Notice of Failure to Pay and the time period (if any) specified in such Notice of Failure to Pay has expired (ii) the Charging Company fails to perform or observe any covenant contained in the Deed or (iii) the Charging Company is unable to pay its debts as they become due, admits in writing its inability to pay its debts or makes an assignment for the benefit of creditors, or any proceeding shall be instituted by or against the Charging Company seeking to adjudicate it or them as bankrupt or insolvent or seeking liquidation, winding up, reorganisation administration or relief of any of its debts under any bankruptcy, insolvency or reorganisation law or any similar law for the relief of debtors, or the Charging Company shall take any corporate action to authorise any of the actions set forth in clause (iii) and in the case of any involuntary proceeding which is not instituted or presented by a regulator, supervisor or similar official with insolvency, rehabilitative or regulatory jurisdiction over the Charging Company, such proceeding is not dismissed, discharged, stayed or restrained within 15 days of the institution or presentation thereof, (each such event being a "Event of Default")

**"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 Charging Company and the Custodian

**"Irrevocable Commitments"** has the meaning given to such term in clause 2 of the Deed, which states, in carrying out Instructions of the Charging Company to clear and/or settle transactions under the Agreement the Custodian may incur irrevocable commitments to pay for or deliver Securities

**"Notice of Failure to Pay Event of Default"** means written notice sent by the Custodian to the Charging Company in the event that the Charging Company has failed to pay any Secured Obligations (as described under sub-section (i) in the definition of Event of Default) when due and which such notice may specify a time period within which the Charging Company is required to remedy the failure to pay, it being agreed that where the failure to pay is due to an error or omission of an administrative or operational nature, the Charging Company has the funds available to enable it to make the relevant payment when due and provides written evidence of such to the Custodian, then the time period for remedy of the failure to pay shall be 24 hours from the time at which the payment originally fell due

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A4

### Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

**"Party"** means the Charging Company, the Bank and any Custodian

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

- (a) all obligations of the Charging Company to reimburse a Custodian in respect of Irrevocable Commitments, and
- (b) all other present and future obligations of the Charging Company to repay a Custodian in respect of daylight and overnight overdraft lines and reversals of provisional credits

**"Securities"** means any financial asset including (i) an obligation of an issuer or any person or a share, participation or other interest in an issuer or a person or in property or an enterprise of an issuer or a person, which is, or is of a type, dealt in or traded on financial markets, or which is recognised in any area in which it is issued or dealt in as a medium for investment, and (ii) any other non-cash property the Custodian agrees to hold in custody subject to the Agreement

#### Part II - Particulars of property mortgaged or charged

Pursuant to clause 4 1 (*Security Interest*), as continuing security for the proper payment and discharge in full of the Secured Obligations, the Charging Company grants a security interest (or an equivalent interest under the governing law of the Agreement as applicable between the Charging Company and the relevant Custodian as the case may be) to each Custodian over all rights the Charging Company has or may have now or in the future in respect of the Collateral

Pursuant to clause 4 3 (*Security Interest*), the security interest created by the Deed is created in favour of each Custodian and the Bank as agent for each Custodian

Pursuant to clause 4 4 (*Security Interest*), each Custodian and the Bank have the benefit of all of the Collateral whether held by it or another Custodian appointed in another jurisdiction under the Agreement

Pursuant to clause 4 5 (*Security Interest*), each Custodian and the Bank expressly reserves any statutory security interest available to each of them under applicable law



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### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Pursuant to clause 4.6 (*Security Interest*), until an Event of Default has occurred the Charging Company shall have the right to freely use the Collateral in the ordinary course of business

Pursuant to clause 11.5 (*Customer Assets*), if the Charging Company provides any Instruction to effect a delivery or transfer of any Security held in an Account identified as for the exclusive benefit of the Charging Company's customers, in effecting such delivery or transfer, the Security shall not be subject to any security interests and set-off rights created by this Deed as supplemented by the local security provision in schedule 1

The local security provisions set out in schedule 1 (*Local Terms*) to the Deed, as set out in part III below, also apply

#### Part III - Local Terms

##### 1 INTRODUCTION AND INTERPRETATION

1.1 The local security provisions in Paragraph 2 of schedule 1 apply to Accounts maintained in the relevant jurisdiction(s) and supplement the terms of the Deed by the Parties pursuant to the Agreement. In the event of any inconsistency between the terms of the Deed and the terms of schedule 1 the terms of the schedule will prevail

1.2 Terms not otherwise defined shall have the meaning given to them in the main body of the Deed. A reference to a Paragraph is to a paragraph of schedule 1. A reference to a Clause is to a clause of the Deed

##### 2 LOCAL SECURITY PROVISIONS

All terms defined elsewhere in the Deed but used in this Paragraph 2 shall be governed by and construed for that purpose in accordance with the system of law governing the relevant Accounts

2.1 **Germany** The following provisions only apply to Accounts opened and maintained in Germany

2.1.1 The Charging Company hereby pledges to the Custodian the present and future credit balance of each of its present and future cash Accounts including all interest payable thereon, together with all ancillary rights and claims associated with such cash Accounts as well as Securities and equivalent values (*Wertpapiere und entsprechende Werte*) including interest-coupons, fixed interest-coupons and profit participation-coupons (*Zins-, Renten- und Gewinnanteilscheine*) and talons (*Erneuerungsscheine*) as well as warrants (*Bezugsrechte*) and bonus coupons (*Berichtigungsscheine*) which are credited to the securities custody Accounts presently and in the future

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### Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

(together, the "**Pledge**") to secure the Secured Obligations

The Charging Company pledges all rights and claims, including but not limited thereto its right to demand delivery and possession (Lieferungs- und Herausgabeansprüche), in connection with and relating to any Securities which are credited to each of the Charging Company's securities custody Accounts

The Custodian accepts such Pledge

2 1 2 The Custodian is entitled to enforce the Pledge and realise the Collateral if the Secured Obligations are not performed when due. To the extent that, but for this provision, § 1277 of the German Civil Code would apply, the Custodian is entitled to enforce the Pledge without obtaining an enforceable judgement or other instrument (ohne vollstreckbaren Titel). In all other cases the Custodian shall notify the Charging Company in writing of the intention to enforce its Pledge and to realise the Collateral (Verwertung der Pfandgegenstände) with a period of notice of no less than 5 (five) Business Days. The Custodian shall be entitled without observing the aforementioned notice period to freely sell the Collateral having a market or exchange price at their current price by itself or through third parties and shall have the right to appropriate all or any part of such Collateral, upon realisation (§ 1259 of the German Civil Code)

2 1 3 At any time when the total value of the aggregate security granted by the Charging Company to secure the Secured Obligations which can be expected to be realised in the event of an enforcement of the aggregate security granted by the Charging Company to secure the Secured Obligations (realisierbarer Wert) exceeds 110% of the Secured Obligations (the "**Limit**") not only temporarily, the Custodian shall on demand of the Charging Company release such part of the aggregate security granted by the Charging Company to secure the Secured Obligations (Sicherheitenfreigabe) as the Charging Company may in its reasonable discretion determine so as to reduce the realisable value of the aggregate security granted by the Charging Company to secure the Secured Obligations to the Limit

2 1 4 This Paragraph 2 1 shall be governed and construed in accordance with German law

2 2 **Italy** The following provisions only apply to Accounts opened and maintained in Italy

2 2 1 The Charging Company hereby creates the following charges in favour of the Custodian as security for the payment and discharge of all of the Secured Obligations (a) a pledge (pegno) over all of the Accounts, pursuant to Articles 2800 et

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Short particulars

seqq of the Italian Civil Code and the relevant provisions of Italian Legislative Decree No 170 dated 21 May 2004 implementing Directive 2002/47/EC on financial collateral arrangements ("**Decree 170**"), notice is hereby given to the Custodian of the pledge (pegno) over all of the Accounts created hereunder, and (b) a charge on Securities from time to time deposited in the Accounts (vincolo sull'insieme degli strumenti finanziari registrati sul conto) pursuant to Article 34(2) of Italian Legislative Decree No 213 dated 24 June 1998 ("**Decree 213**"), Article 35 of the Bank of Italy - Consob Joint Regulation on central depository systems dated 22 February 2008 ("**Bank of Italy/Consob Regulation**") and the relevant provisions of Decree 170

2 2 2 In the case of the Securities held and recorded in the Accounts, it is understood and agreed that the Custodian shall (a) take any necessary action and steps required, under Article 35 of Bank of Italy/Consob Regulation and any other relevant provisions, to ensure that the Accounts constitutes an account intended to create a charge on the Securities registered in it (conto destinato a consentire la costituzione di vincoli sull'insieme degli strumenti finanziari in esso registrati), for the purposes of Article 35 of Bank of Italy/Consob Regulation, (b) operate the Accounts in accordance with the instructions given from time to time by the Charging Company, or on its behalf, provided that the Custodian shall no longer follow the instructions given by the Charging Company, or on its behalf, upon the occurrence of an Event of Default which has not been waived by the Custodian

2 2 3 This Paragraph 2 2 shall be governed and construed in accordance with Italian law

#### Part IV - Covenants and Restrictions

Clause 8 1 (*Remedies*) provides that if an Event of Default occurs and is not waived by the Custodian, each Custodian or the Bank may, without notice to the Charging Company except as required by law and as required under clause 8 2 (*Remedies*) at any time

(x) appropriate and apply all or any part of the Collateral against Secured Obligations,

(y) sell all or any part of the Collateral, and

(z) exercise in respect of the Collateral all the rights and remedies of a secured party on default under any applicable law

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### Short particulars of the property or undertaking charged

|                   | Please give the short particulars of the property or undertaking charged   |  |
|-------------------|--|--|
| Short particulars | <p>Clause 8 2 (<i>Remedies</i>) provides that each Custodian or the Bank will exercise its rights or remedies pursuant to clause 8 (<i>Remedies</i>) in accordance with the Deed and reasonable commercial standards. In the event that a Custodian or the Bank exercises any right of sale of the Collateral in accordance with applicable law, the Custodian must only sell such part of the Collateral the current market value of which (as determined pursuant to clause 8 3 (<i>Remedies</i>)) is necessary to discharge the then outstanding Secured Obligations. Each Custodian shall endeavour to give notice of such sale to the Charging Company, where possible, prior to such sale or if prior notice is not possible, as soon as reasonably practicable thereafter.</p> <p>Clause 8 3 (<i>Remedies</i>) provides that for the purposes of clause 8 (<i>Remedies</i>), the Charging Company agrees that the value of such Collateral so appropriated, sold or applied shall be, in the case of securities, the market price of such securities determined by each Custodian and/or the Bank by reference to a public index or by such other process as such Custodian or the Bank may reasonably select, including independent valuation. The Parties further agree that the method of valuation provided for in clause 8 3 shall constitute a commercially reasonable method of valuation.</p> <p>Clause 11 1 (<i>Customer Assets</i>) provides that the security interests and set-off rights created by this Deed as supplemented by the local security provisions in Schedule 1 hereto (Local Terms) shall not apply to Accounts which are identified by the Charging Company in accordance with Clause 11 4 below as containing Securities to which customers of the Charging Company are beneficially entitled. The exclusion provided in this clause shall include any Securities transferred to any such Accounts subject to the terms in Clause 11 4 below.</p> <p>Clause 11 2 (<i>Customer Assets</i>) provides that the Charging Company agrees that it will promptly upon execution of this Deed instruct the Custodian in writing to amend the title of any Account that is to fall outside the scope of this Deed pursuant to Clause 11 1 above.</p> <p>Clause 11 3 (<i>Customer Assets</i>) provides that the Charging Company represents that it is not permitted under applicable law or agreement to permit the security interests created by this Deed to apply to such Accounts or the Securities held in the Accounts.</p> <p>Clause 11 4 (<i>Customer Assets</i>) provides that at the time the Charging Company provides each Instruction to transfer or deliver Securities to any Account identified as for the exclusive benefit of customers of the Charging Company as provided in this clause, the Charging Company is deemed to represent and warrant as part of the Instruction that the Charging Company</p> |  |

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Short particulars

Please give the short particulars of the property or undertaking charged

at or before close of business in the relevant market on the settlement date of such transfer or delivery, will have transferred to the Custodian sufficient cash in immediately available funds in the required currency to cover the cost to the Custodian of effecting the receipt of that Security on behalf of the Charging Company. Provided the Charging Company has provided the Instruction in accordance with this clause, the Custodian shall not refuse to transfer the relevant Security to the relevant account established for the exclusive benefit of the Charging Company's customers

Clause 11.5 (*Customer Assets*) provides that if the Charging Company provides any Instruction to effect a delivery or transfer of any Security held in an Account identified as for the exclusive benefit of the Charging Company's customers, in effecting such delivery or transfer, the Security shall not be subject to any security interests and set-off rights created by this Deed as supplemented by the local security provision in schedule 1

Clause 12 (*Terms of Security*) provides that the parties agree that the security interests created by this Deed shall terminate on the date which is one calendar year from the date of execution of this Deed (the "Drop Dead Date"), subject to all Secured Obligations have been unconditionally and irrevocably paid and discharged in full as at such date