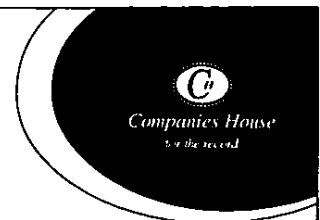


014572/13

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



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 r
particulars of a charge for a '
company To do this, please u
form MG01s

WEDNESDAY



JNI *J1ED5XSZ* 01/08/2012 #5
COMPANIES HOUSE

1	Company details	For official use
Company number	0 7 3 0 6 4 0 2 ✓	Filing 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	WA Capital Limited ✓	
2	Date of creation of charge	
Date of creation	d 1 8 m 0 7 y 2 0 y 1 2 ✓	
3	Description	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' Deed of Charge (the "Charge") between WA Capital Limited (the "Client") and UBS AG, London Branch (the "Bank") dated 18 July 2012	
4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge The Security Interest (as defined below) is security for the payment of all amounts that the Client is obliged to pay to the Bank, and for the discharge of all liabilities that the Client owes to the Bank, under or in connection with (a) the Facility Agreement and any Loan or Overdraft Drawing that the Bank provides to the Client or any Instrument that the Bank issues at the Client's request, (b) any Foreign Exchange and Precious Metals Transactions Supplement that the Client has entered into, or may in future enter into, with the Bank and any transaction entered into under the Foreign Exchange and Precious Metals Transactions Supplement, (Please see attached continuation sheet)	
		Continuation page Please use a continuation page if you need to enter more details.

MG01 - continuation page

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>(Continued from Form MG01, Section 4 "Amount secured")</p> <p>(c) any Exchange Traded Derivatives Supplement that the Client has entered into, or may in future enter into, with the Bank and any transaction entered into under the Exchange Traded Derivatives Supplement,</p> <p>(d) any other loan or overdraft facility or other credit that the Bank has granted or may at any time in the future grant to the Client and any other transactions in Securities or derivatives that the Client has entered into or may at any time in the future enter into with the Bank,</p> <p>(e) the Charge, and</p> <p>(f) if the Client is also a Guarantor, any Guarantee,</p> <p>together the ("Secured Liabilities")</p> <p>The Secured Liabilities include obligations and liabilities that</p> <p>(a) exist now or that will exist in the future, actual obligations and liabilities and those that are contingent on an event occurring, and obligations and liabilities whose amount has not yet been ascertained,</p> <p>(b) are owed to the Bank at any of the Bank's branches in any currency, and</p> <p>(c) are owed by the Client alone or jointly with another, that are owed by the Client as principal or as agent for another Person or that are owed by the Client as guarantor of another Person's liabilities</p>	

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
Address	1 Finsbury Avenue
	London
Postcode	E C 2 M 2 A N
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

DEFINITIONS AND INTERPRETATION

1 The following terms shall have the following meanings when used in this Form MG01 and the attached schedules

"Account" means any account held with the Bank in the Client's name (or in the Client's name jointly with any other Person or Persons) including any re-designated or substituted account and any sub-account or ledger account,

"Base Currency" means the Currency described as the base currency in any of the Supplemental Documents or, if no such currency has been specified, pounds sterling,

"Borrower" means the Client or any other borrower in respect of the Facility Agreement,

"Call Loan" means a call loan by way of a fixed advance of up to 24 months' (or such longer period as the Bank may agree) duration advanced under the Facility Agreement,

"Charged Assets" means the Accounts, the Charged Securities and the Supplemental Documents,

"Charged Securities" means all Securities and Dervative Assets that are subject to the Security Interest,

"Client" means the Person or Persons who has or have entered into a Facility Agreement, or any other facility or credit agreement or agreement relating to transactions in Securities or dervatives, with the Bank,

"Collateral" means and must comprise (a) cash in a currency acceptable to the Bank and held in an Account, and/or (b) Securities acceptable to the Bank and deposited with the Bank or held by the Bank, and/or (c) guarantees or standby letters of credit in terms satisfactory to Bank and from guarantors or issuers acceptable to the Bank,
(Please see attached continuation sheet)

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>(Continued from Form MG01, Section 6 "Amount secured" - first continuation page)</p> <p>"Collateral Maintenance Limit" means the aggregate of (i) all sums outstanding under the Loans, (ii) all the Bank's contingent liabilities under the Instruments, (iii) all the Client's Transaction Liabilities, and (iv) the Client's actual and contingent liabilities under any other loan, overdraft facility or other credit granted by the Bank, or under any other transactions with the Bank in Securities or derivatives, that the Bank may specify,</p> <p>"Currency" means a freely and internationally traded currency or unit of currency which the Bank trades at the relevant time,</p> <p>"Derivative Assets" means (i) all dividends, interest or other distributions paid or due in respect of any Securities, and (ii) all shares, stock, warrants, other securities, rights, money or property issued, offered, paid or accrued by way of conversion, substitution, redemption or otherwise in respect of any Securities,</p> <p>"ETD Transaction" means a transaction relating to any derivative instrument or warrant that is made on, or subject to the rules of, an Exchange,</p> <p>"Exchange" means any exchange or similar market or trading facility,</p> <p>"Exchange Traded Derivatives Transactions Supplement" means a supplement to the Facility Agreement that the Client has entered into or may at any time in the future enter into with the Bank setting out the terms on which the Bank may agree to enter into exchange traded derivatives transactions with the Client (excluding those relating to foreign currency which, for the avoidance of doubt, are documented under the Foreign Exchange and Precious Metals Transactions Supplement),</p> <p>"Facility Agreement" means the Facility Agreement entered into between the Borrower and the Bank setting out the terms on which the Bank may agree to make loans to the Borrower thereunder and issue certain instruments at the Borrower's request, together with, where applicable, each of the Foreign Exchange and Precious Metals Transactions Supplement and the Exchange Traded Derivatives Transactions Supplement,</p> <p>"Finance Documents" means the Facility Agreement, the Charge, any Guarantee, any other facility or credit agreement between the Client and the Bank or any other agreement between the Client and the Bank relating to transactions in Securities or derivatives and any other agreement evidencing any security and/or guarantee granted in respect of the Secured Liabilities,</p> <p>"Foreign Exchange and Precious Metals Transactions Supplement" means a supplement to the Facility Agreement that the Client has entered into or may at any time in the future enter into with the Bank setting out the terms on which the Bank may agree to enter into foreign exchange and precious metals transactions with the Client,</p> <p>"FX/Metals Transaction" means a transaction relating to Currency or Precious Metal entered into under a Foreign Exchange and Precious Metals Transactions Supplement,</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	<p>(Continued from Form MG01, Section 6 "Amount secured" - second continuation page)</p> <p>"Guarantee" means a guarantee in favour of the Bank for obligations of the Borrower under the Facility Agreement, in the form set out in Schedule 3 to the Facility Agreement, or under any other facility or credit agreement or agreement relating to transactions in Securities or derivatives entered into by the Borrower with the Bank,</p> <p>"Guarantor" means a Person who provides a Guarantee,</p> <p>"Insolvency Event" means the occurrence of any of the following</p> <p>(a) a petition is presented, order made or resolution passed or legal proceedings are commenced for the Client's bankruptcy or (if the Client is a corporation or other entity) the Client's dissolution, termination of existence, liquidation or winding-up or for the suspension of payments by the Client generally (other than pursuant to a solvent reorganisation that the bank has previously approved in writing), or</p> <p>(b) a moratorium in respect of any of the Client's debts or a composition or an arrangement with the Client's creditors generally or any other arrangement where the Client's affairs are under the control of the Client's creditors is applied for, ordered or declared, or</p> <p>(c) (if the Client is a corporation) an application is made for the appointment of an administrator (as that term is used in the Insolvency Act 1986) or similar official in relation to the Client or an effective resolution is passed by the Client's directors or shareholders for such an application to be made, or</p> <p>(d) a liquidator, trustee, administrative or other receiver, manager (acting on behalf of any creditors) or similar officer is appointed in respect of (or takes possession of) the Client or in respect of any of the Client's assets (other than pursuant to a solvent reorganisation that the Bank has previously approved in writing), or</p> <p>(e) the Client is declared insolvent or are unable to, or admit in writing the Client's inability to, pay the Client's debts as they fall due or the Client stops or threatens to stop payment of the Client's debts generally or become insolvent within the terms of any applicable law, or</p> <p>(f) any distress, execution, attachment or other process affects any of the Client's assets (unless we are satisfied that the Client is, in good faith, contesting the distress, execution, attachment, or other process by appropriate proceedings and are diligently pursuing them), or</p> <p>(g) anything similar to the events in paragraphs (a) to (f) occurs under the laws of any applicable jurisdiction,</p> <p>"Instrument" means a guarantee, indemnity, letter of credit, bond, undertaking or other document of a similar kind issued pursuant to the Facility Agreement,</p> <p>"Loan" means an Overdraft Drawing or a Call Loan,</p> <p>"Overdraft Drawing" means a drawing under the Facility Agreement on the current account(s) that the Client holds with the Bank,</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	<p>(Continued from Form MG01, Section 6 "Amount secured" - third continuation page)</p> <p>"Person" includes any individual, corporation, association, partnership or other entity (whether or not having separate legal personality),</p> <p>"Precious Metal" means gold, silver, platinum, palladium, or any other metal that we agree may be the subject matter of an FX/ Metals Transaction,</p> <p>"Securities" means debentures, shares, stock, bonds, warrants, negotiable instruments, certificates of deposit, notes, warrants, units and rights of participation or other interests in a unit trust scheme, mutual fund or other collective investment arrangement, rights under an insurance policy and other securities and investments of any nature or description,</p> <p>"Security Interest" means that as security for the payment and satisfaction of the Secured Liabilities the Client</p> <p>(a) charged by way of a first fixed charge in the Bank's favour all of the Client's rights to and interest in all money deposited in or transferred or credited to any Account now or at any time in the future,</p> <p>(b) assigned to the Bank by way of first-ranking mortgage or, to the extent not effectively mortgaged, charge by way of a first fixed charge in favour of the Bank, all the Client's rights to and interest in all Securities that the Client has deposited or may at any time in the future deposit with the Bank or that the Bank now holds or at any time in the future may hold on the Client's behalf,</p> <p>(c) assigned to the Bank by way of first-ranking mortgage or, to the extent not effectively mortgaged, charge by way of a first fixed charge in the Bank's favour, all the Client's rights to and interest in all Derivative Assets attributable to any Securities mortgaged or charged to the Bank under paragraph (b) above, and</p> <p>(d) assigned to the Bank by way of first ranking mortgage all of the Client's rights to and interest in any agreement that the Client has entered into or may at any time in the future enter into with the Bank in relation to the provision of investment services and/or banking or credit facilities to the Client and/or the Bank transacting any other kind of business with the Client, including any agreement evidencing the Secured Liabilities</p> <p>"Security Value" of the Collateral at any time is the value, expressed in the Base Currency, that the Bank in its discretion attributes to the Collateral at that time on the basis of the methodology the Bank has developed to value different types of collateral,</p> <p>"Supplemental Documents" means all agreements between the Bank and the Client relating to the provision of investment services and/or banking or credit facilities to the Client and/or the Bank transacting any other kind of business with the Client (including, without limitation, the Foreign Exchange and Precious Metals Transactions Supplement and the Exchange Traded Derivatives Transactions Supplement),</p> <p>"Transaction" means an ETD Transaction or a FX/Metals Transaction, and</p>

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>(Continued from Form MG01, Section 6 "Amount secured" - fourth continuation page)</p> <p>"Transaction Liability" means the aggregate value of the Client's net liabilities to the Bank in relation to all Transactions, expressed in the Base Currency, as calculated by the Bank using its normal risk management procedures in relation to clients' positions taking into account</p> <p>(a) the amount of the Client's unrealised losses and unrealised profits in relation to each Transaction on a mark-to-market basis, and</p> <p>(b) the amount of any initial margin and, to the extent not included in (a) above, variation margin required by an Exchange in respect of the relevant Transaction</p> <p>2 Any reference to any agreement or instrument is a reference to that agreement or instrument as amended, restated or novated from time to time</p> <p>SHORT PARTICULARS OF ALL THE PROPERTY CHARGED</p> <p>1 Grant of Security</p> <p>As security for the payment and satisfaction of the Secured Liabilities, the Client</p> <p>1 1 charges by way of a first fixed charge in the Bank's favour all of the Client's rights to and interest in all money deposited in or transferred or credited to any Account now or at any time in the future,</p> <p>1 2 assigns to the Bank by way of first-ranking mortgage or, to the extent not effectively mortgaged, charge by way of a first fixed charge in favour of the Bank, all the Client's rights to and interest in all Securities that the Client has deposited or may at any time in the future deposit with the Bank or that the Bank now holds or at any time in the future may hold on the Client's behalf,</p> <p>1 3 assigns to the Bank by way of first-ranking mortgage or, to the extent not effectively mortgaged, charge by way of a first fixed charge in the Bank's favour, all the Client's rights to and interest in all Derivative Assets attributable to any Securities mortgaged or charged to the Bank under paragraph 1 2 above, and</p> <p>1 4 assigns to the Bank by way of first ranking mortgage all of the Client's rights to and interest in any agreement that the Client has entered into or may at any time in the future enter into with the Bank in relation to the provision of investment services and/or banking or credit facilities to the Client and/or the Bank transacting any other kind of business with the Client, including any agreement evidencing the Secured Liabilities</p>	


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>(Continued from Form MG01, Section 6 "Amount secured" - fifth continuation page)</p> <p>2 Restrictions on Dealing with Charged Assets</p> <p>Other than pursuant to paragraph 2 1 below the Client may not withdraw money from any Account or withdraw from the Bank's custody any Charged Securities, and the Bank will not be obliged to comply with any instruction from the Client to do so, before the final payment and discharge in full of the Secured Liabilities</p> <p>2 1 Until the Security Interest becomes enforceable, the Client may</p> <p>(a) request the Bank's permission to withdraw money from any Account or to withdraw any Charged Securities from custody with the Bank The Bank may, but will not be obliged to, agree to the Client's request provided that the Security Value of the Collateral remaining after the Client has withdrawn that money or those Charged Securities is at least equal to the Collateral Maintenance Limit, and</p> <p>(b) subject to paragraph 2 1(a) above, exercise any voting or other rights or powers in relation to the Charged Securities</p> <p>3 Further Assurances</p> <p>3 1 The Client must</p> <p>(a) provide the Bank with any documents (such as share or stock certificates, documents of title and duly executed transfer forms or assignments) that the Bank may require in order to register in the Bank's name (or that of the Bank's nominee) Securities and Derivative Assets that the Client has deposited or may at any time in the future deposit with the Bank or that the Bank now holds or may at any time in the future hold on the Client's behalf, and</p> <p>(b) take any other steps that are appropriate to create a security interest over Securities and Derivative Assets in dematerialised form that the Client has deposited or may at any time in the future deposit with the Bank or that the Bank now holds or may at any time in the future hold on the Client's behalf</p> <p>3 2 The Client must sign or execute all other documents and take any steps and do anything which the Bank in its reasonable discretion consider to be required for the purposes of giving effect to the provisions of the Charge and in particular to enable the Bank to enforce the Security Interest, to establish, maintain, protect and provide evidence of the Security Interest and the priority of the Security Interest, to enable the Bank to sell and realise the Charged Assets and to ensure that the terms of the Charge are generally binding on and enforceable against the Client</p> <p>3 3 The Client acknowledges that the Bank may take any steps that are in the Bank's opinion necessary to register the Security Interest created by the Charge, including delivering the Charge and any other documents required to effect registration to the appropriate registration authority</p>

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Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>None</p>	
8	Delivery of instrument	
	<p>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).</p> <p>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).</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 **Melissa Sen**

Company name **UBS AG, London Branch**

Address **1 Finsbury Avenue**

Post town **London**

County/Region

Postcode **E C 2 M 2 A N**

Country **United Kingdom**

DX

Telephone **+44-20-7567 5757**



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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



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

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

**COMPANY NO. 7306402
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 18 JULY
2012 AND CREATED BY WA CAPITAL LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE CLIENT TO
UBS AG, LONDON BRANCH 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 1 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 AUGUST 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES