

032759/13

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

THURSDAY



A22 \*A13T28BF\* 01/03/2012 #116

COMPANIES HOUSE

For official use

### 1 Company details

Company number 00014259

Company name in full HSBC BANK PLC (the "Chargor")

→ **Filing 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 21/02/2012

### 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 Custody Agreement dated 21 February 2012 between the Chargor and The Bank of New York Mellon (the "Agreement")

### 4 Amount secured

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

Amount secured

1 In relation to the Bank's right to combine, consolidate or merge all  
or any of the Chargor's Cash Accounts (para 1(a) of Section 6 in form  
MG01) - liabilities of the Chargor to the Bank

2 In relation to the Bank's rights of set off (para 1(b) of Section 6 in  
form MG01) - any liability of the Chargor to the Bank arising from or  
as a result of an FX Transaction, a Securities transaction or this  
Agreement or the Collateral Management Agreements

3 In relation to the Bank's rights of lien, sale, transfer and assignment  
(paras 1(c) & 1(d) of Section 6 in form MG01) - the Chargor's  
obligations under or in connection with the Agreement or the  
Collateral Management Agreements

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

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### 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

Name	The Bank of New York Mellon (the "Bank")
Address	One Canada Square
	London
Postcode	E 1 4 5 A L
Name	
Address	
Postcode	

**Continuation page**

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

**6**

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

**Short particulars****1 Particulars**

(a) upon expiration of the Cure Period (which shall not apply in the case of the Chargor's bankruptcy or insolvency), the right, without notice to the Chargor, to combine, consolidate or merge all or any of the Chargor's Cash Accounts with, and liabilities to, the Bank

(b) upon expiration of the Cure Period (which shall not apply in the case of the Chargor's bankruptcy or insolvency), a right to set-off from or to transfer any Cash in any currency held for the Chargor or standing to the credit of any such Accounts in or towards the satisfaction of any liability of the Chargor to the Bank arising from or as a result of an FX Transaction, a Securities transaction or this Agreement or the Collateral Management Agreements

(c) in addition to any general lien or other rights to which the Bank may be entitled under any applicable laws, a first lien on all Securities and a right to withhold redelivery to or to the order of the Chargor of the Securities under the control of the Bank or of any Sub-custodian, Depository or agent, including without limitation, a general right of retention on all Securities in the Securities Accounts

(d) upon expiration of the Cure Period (which shall not apply in the case of the Chargor's bankruptcy or insolvency), to sell, transfer or assign or otherwise realise the value of any Securities

**2 Definitions**

In this form MG01 the following defined terms shall have the following meanings

"Cash Account" shall mean one or more Cash Accounts for all Cash, Distributions and monies received for the account of the Chargor or its nominee

"FX Transactions" shall mean spot or forward foreign exchange contracts

[see continuation sheet]

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### 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

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### 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 870).

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 866) 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)

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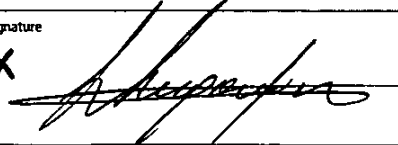
### Signature

Please sign the form here

Signature

Signature

X



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 Sofia Skroubi

Company name The Bank of New York Mellon

Address One Canada Square

Post town London

County/Region

Postcode E 1 4 5 A L

Country United Kingdom

DX

Telephone 020 7964 4046



### 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](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)

# 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>"Securities" shall mean all debt and equity securities and other instruments and intangible assets (including instruments representing the right to receive, purchase or subscribe to the foregoing or representing other rights or interests in the foregoing) as may be agreed upon from time to time by the Bank and the Chargor and which shall from time to time be delivered to or received by the Bank and/or any Sub-custodian for deposit in the Securities Accounts</p> <p>"Collateral Management Agreements" shall mean any agreements now or hereafter in place in relation to triparty collateral management services where the Chargor is acting solely as a collateral provider</p> <p>"Cure Period" shall mean a period of time that ends at the close of the business day London time following the date on which the Chargor has failed to pay when due any amount to the Bank</p> <p>"Accounts" shall mean the Cash Accounts and the Securities Accounts</p> <p>"Sub-custodian" shall mean a bank or financial institution (other than Depositories) identified in a schedule (as amended from time to time) which is utilised by the Bank in connection with the purchase, sale, transfer or custody of Securities hereunder</p> <p>"Depositories" shall mean Euroclear, Clearstream (Luxembourg), the Federal Reserve/Treasury Book-Entry System, the Depository Trust and Clearing Corporation and any other securities depository, clearing agency, book-entry system or other entity that provides handling, clearing or safekeeping services in which the Bank or a Sub-custodian participates as a customer or member</p> <p>"Securities Accounts" shall mean one or more securities accounts for the custody and safekeeping, in accordance with the terms of the Agreement, of any Securities and non-cash Distributions deposited by or for the Chargor with, or otherwise received for the Chargor by, the Bank any Sub-custodian or any Depository in any country in which the Bank provides custody services</p> <p>"Cash" shall mean the money and currency of any jurisdiction which the Bank accepts for deposit in a Cash Account</p> <p>"Distribution" shall mean all interest, dividends and other income distributed or paid in respect of Cash and Securities</p>	



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

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

**COMPANY NO. 14259  
CHARGE NO. 50**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CUSTODY AGREEMENT DATED 21  
FEBRUARY 2012 AND CREATED BY HSBC BANK PLC FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE BANK OF NEW YORK MELLON 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 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 MARCH 2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES