In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge

133730/13

iris LASERFORM

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**
You cannot use this fo particulars of a charge company To do this, form MG01s

FRIDAY

L196GVMG
LD4 18/05/2012 #36
COMPANIES HOUSE

For official use

1 Company details

Company number	0 0 1 6 2 1 7 5
Company name in full	Lazard & Co , Limited (the "**Chargor**")

→ **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	d 3 d 0 m 0 m 4 y 2 y 0 y 1 y 2

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	Account Security Agreement (the "**Security Agreement**") dated 30 April 2012 between the Chargor and Frances Heaton, Tom Cross Brown, Birgitta Albage Gough-Cooper, Paul Dixon, David Anderson and The Law Debenture Pension Trust Corporation p l c as trustees of the Lazard London Directors' Pension Scheme (each a "**Trustee**" and together the "**Trustees**", which expression includes their successors and assigns)

4 Amount secured

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

Amount secured	(PLEASE SEE ATTACHED CONTINUATION PAGE)

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

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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	Trustees of Lazard London Directors' Pension Scheme
Address	50 Stratton Street
	London
Postcode	W 1 J 8 L L
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

Please see attached continuation pages

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

Nil

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 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)

9 Signature

Please sign the form here

Signature

Signature

X Linklaters LLP X

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

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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 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 Louise Watson

Company name Linklaters LLP

Address One Silk Street

Please return via CH London Courier

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 2000

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

Short particulars of all the property mortgaged or charged

Amount Secured

Continuation page (1)

Lazard & Co , Limited (Registered number 00162175)

The "Secured Liabilities", which are defined in the Security Agreement as meaning all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of each Company to

(a) make payments to the Scheme up to a maximum amount equal to the entire aggregate liability, on the date on which any liability under the Security Agreement arises, of every employer (within the meaning set out in Section 318 of the Pensions Act 2004 and regulations made thereunder) in relation to the Scheme, were a debt under Section 75(2) of the Pensions Act 1995 to have become due on that date, and

(b) make payments to the Trustees of any amounts due to the Trustees under the Security Agreement

Short particulars of all the property mortgaged or charged

Amount Secured

Continuation page (2)

Lazard & Co , Limited (Registered number 00162175)

The Accounts and credit balances

(a) The Chargor shall make payments into the Accounts as required to meet and maintain the Minimum Accounts Balance

(b) The Chargor charged by way of a fixed charge each of the Accounts, all of its present and future right, title and interest in or to each of the Accounts and, subject to paragraph (c) below, all amounts now or during the Security Period standing to the credit of or accrued or accruing on each of the Accounts and the debt represented by them

(c) Subject to paragraph (d) below, the Chargor shall be entitled to receive any income derived from the monies held in each of the Accounts during the Security Period

(d) The Chargor shall ensure that the total monies held in the Accounts at all times during the Security Period shall not be less than the Minimum Accounts Balance

Note (1) In this Form, except to the extent that the context requires otherwise

"**Accounts**" means each of the following accounts into which the Chargor shall deposit amounts in accordance with Clause 2 2(a) of the Security Agreement

(a) the current account held at Barclays Bank plc with sort code 20-00-00 and account number 43785092,

(b) the deposit account held at Barclays Bank plc with sort code 20-00-00 and account number 43375498, and

(c) the stockbrokers account held at Barclays Stockbrokers Limited with account number 446/70105448/60

"**Company**" means Lazard & Co , Services Limited

"**Minimum Accounts Balance**" means the minimum balance requirements in respect of the Accounts as set out in the document entitled 'schedule of minimum account balances' dated on or about the date of the Security Agreement (and as amended from time to time) and signed by each of the Chargor, the Trustees and Lazard & Co , Services Limited

"**Scheme**" means the Lazard London Directors' Pension Scheme

"**Security Assets**" means all assets of the Chargor which are the subject of any security created by the Security Agreement

"**Security Interest**" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

"**Security Period**" means the period beginning on the date of the Security Agreement and ending on

(a) the date on which the entire amount of the Security Assets is released from the security created by the Security Agreement pursuant to paragraph (d) of Clause 20 (*Modification of*

Short particulars of all the property mortgaged or charged

Amount Secured

Continuation page (3)

Lazard & Co , Limited (Registered number 00162175)

Security Assets) of the Security Agreement or Clause 22 (*Release of security*) of the Security Agreement, or

(b) such earlier or later date as the Trustees and the Chargor may agree in writing

Short particulars of all the property mortgaged or charged

Amount Secured

Continuation page (4)

Lazard & Co , Limited (Registered number 00162175)

Note (2) The Security Agreement provides that

1 Creation of security

(a) All the security created under the Security Agreement

(i) is created in favour of the Trustees,

(ii) is security for the payment of all the Secured Liabilities, and

(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provision) Act 1994,

for the Security Period

(b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document

(i) the Chargor must notify the Trustees promptly,

(ii) this security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and

(iii) unless the Trustees otherwise require, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Security Agreement

2 Disposals and negative pledge

The Chargor must not

(a) create or permit to subsist any Security Interest on any Security Asset, or

(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 162175
CHARGE NO. 21

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ACCOUNT SECURITY AGREEMENT DATED 30 APRIL 2012 AND CREATED BY LAZARD & CO., LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH COMPANY TO THE SCHEME AND TO THE TRUSTEES 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 18 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MAY 2012

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES