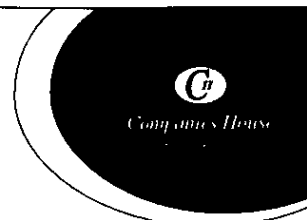


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MG01

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 Scottish  
company. To do this, please use  
form MG01s

TUESDAY



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08/11/2011

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COMPANIES HOUSE

<b>1 Company details</b>		<b>8</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 0 9 6 6 6 0 4	<b>→ Filing in this form</b> Please complete in typescript or in bold black capitals.  All fields are mandatory unless specified or indicated by *
Company name in full	TULLETT PREBON (EUROPE) LIMITED	
<b>2 Date of creation of charge</b>		
Date of creation	<sup>d</sup> 2 <sup>d</sup> 1 <sup>m</sup> 1 <sup>m</sup> 0 <sup>y</sup> 2 <sup>y</sup> 0 <sup>y</sup> 1 <sup>y</sup> 1	
<b>3 Description</b>		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	Master Clearing Agreement for ABN AMRO CLEARING BANK NV London Branch ("AACB") (the "Agreement")	
<b>4 Amount secured</b>		
Please give us details of the amount secured by the mortgage or charge		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Amount secured	All the Client's liabilities and obligations to AACB under the terms of the Agreement (or any other documentation) entered into between the Client and AACB in connection with the services to be provided pursuant to the Agreement (together the "Terms") or otherwise together with any undertaking controlled by AACB, any direct or indirect parent company of AACB, or any other person whose business or domestic relationship might reasonably be expected to give rise to a community of interest (an "Associate")  The performance of the Client's obligations under the Terms and under any transaction or any other obligations of the Client to AACB or any Associate of AACB	

**MG01****Particulars of a mortgage or charge**

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Name	ABN AMRO CLEARING BANK N V LONDON BRANCH	
Address	5 ALDERMANBURY SQUARE	
	LONDON	
Postcode	E C 2 V 7 H R	
Name		
Address		
Postcode		
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Short particulars	<p>By the way of first, fixed charge and pledge over all securities, documents of or entering title to property, cash or other assets of any nature held by or subject to the control of AACB by way of deposit or margin (or any nominee or custodian of AACB) for the account of the Client (including without limitation, the benefit of all contractual rights and obligations and any proceeds of sale and any securities or other assets which AACB has agreed to hold as custodian) and by way of general lien and right of set-off</p> <p>If and insofar as the charges contained in the Agreement shall for any reason be ineffective as fixed charges they shall take effect as floating charges which AACB may at any time by notice in writing convert in to a fixed charge as regards any or all of the charged assets</p> <p>Notwithstanding anything contained in the Agreement, the floating charges thereby created shall automatically and without notice operate as a fixed charge immediately the Client charges, pledges or otherwise encumbers (or attempts to charge, pledge or otherwise encumber) any of the assets charged therein without the prior written consent of AACB</p> <p>The Client undertakes that it will not charge, assign or otherwise dispose of or create any interest in any deposits, margin, cash, securities or other assets of any nature furnished or deposited with AACB by or on behalf of the Client</p>	

# MG01

## Particulars of a mortgage or charge

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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

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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 866).

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).

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### Signature

Please sign the form here

Signature

Signature

X

*R. Little*

X

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

# MG01

## 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 **ROGER LITTLE**

Company name **ABN AMRO CLEARING BANK**

**N V (LONDON BRANCH)**

Address **5 ALDERMANBURY SQUARE**

Post town **LONDON**

County/Region **LONDON**

Postcode **E C 2 V 7 H R**

Country **UK**

DX

Telephone **020 3192 9020**



### 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](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)**



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

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

**COMPANY NO. 966604  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MASTER CLEARING AGREEMENT  
DATED 21 OCTOBER 2011 AND CREATED BY TULLETT PREBON  
(EUROPE) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO ABN AMRO CLEARING  
BANK N.V. 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 8 NOVEMBER  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES