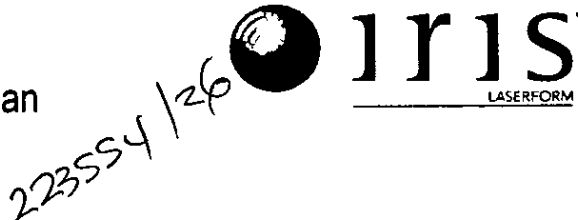


OS MG01

Particulars of a mortgage or charge by an overseas company



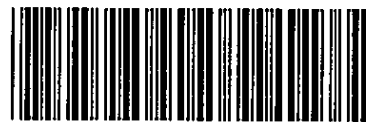
A fee is payable with this form

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
by an overseas company

☐ **What this form is NOT for**
You cannot use this form to
register an overseas company which
is registered at Companies House

WEDNESDAY



A12 14/09/2011 111
COMPANIES HOUSE

1 Overseas company details

Company number **FC006193**

Company name in full as registered in the UK: The Royal Bank of Scotland N V (the "Charging Company")

For official use

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

All fields are mandatory unless
specified or indicated by *

1 Please add the company number prefix
(FC, SF or NF) For further information,
please refer to our guidance at
www.companieshouse.gov.uk

2 Date of creation of charge

Date of creation: 08/09/2011

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc

Description: Pledge agreement dated 8 September 2011 (the "Agreement") between the Charging Company
(as Participant) and European Central Counterparty Limited (the "Chargee")

4 Amount secured

Please give us details of the amount secured by the charge

Amount secured: The Agreement secures the due and full payment and discharge of
the Secured Sums

Capitalised terms are defined in the continuation pages to this Form
OSMG01

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

OS MG01

Particulars of a mortgage or charge by an overseas company

5

Mortgagee(s) or person(s) entitled to the charge

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

European Central Counterparty Limited

Address

Broadgate West, 1 Snowden Street, London

Postcode

E C 2 A 2 D Q

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property charged

Continuation page

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

Short particulars

Pursuant to clause 2(a) (*The Pledge*) of the Agreement, the Charging Company agrees to pledge and thereby pledges all the Collateral to, and in favour of, the Chargee which accepts the Pledge as continuing first ranking security for the due and full payment and discharge of the Secured Sums

See Part II, III and IV of the attached continuation pages for covenants, restrictions and other provisions of the Agreement that protect and further define the charges created by the Agreement

OS MG01

Particulars of a mortgage or charge by an overseas company

7

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

N/A

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge, and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it

Continuation page

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

OS MG01

Particulars of a mortgage or charge by an overseas company

8 Particulars as to commission, allowance or discount

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

N/A

9 Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge

In the case of a charge created outside the United Kingdom (UK) within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK

Certified copies of any other documents relevant to the charge should also be delivered

10 Signature

Please sign the form here

Signature

Signature

X *Hogan Howell International LLP*

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

OS MG01

Particulars of a mortgage or charge by an overseas company



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 **Andrew Taylor (F3/AMT/2480233)**

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**



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 company number prefix
- ☐ You have included a certified copy of the deed (if any) 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 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 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 charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address:

England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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)

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

OS MG01 - continuation page

Particulars of a mortgage or charge by an overseas company

6

Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

Part I – Definitions and Interpretation

In this Form OSMG01, references to clauses, sections and schedules are to clauses, sections and schedules to the Agreement unless otherwise specified. In this Form OSMG01, the following expressions shall have the following meanings respectively set out below as defined in the Agreement unless otherwise specified.

"Account Bank" means Clearstream Banking, *société anonyme*, a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg, having its registered office at 42, avenue J-F Kennedy, L-1855 Luxembourg and registered with the Luxembourg trade and companies register under number B 9248.

"Book-Entry Securities" means Eligible Assets and Equivalent Eligible Assets standing now and in the future to the credit of the Collateral Account.

"Cash Claims" means Eligible Assets and Equivalent Eligible Assets in the form of any cash amounts that are credited or to be credited, from time to time, to the Collateral Account in addition to or in substitution of initially credited cash amounts or Book-Entry Securities, including but not limited to any Income.

"CBL System" means the securities settlement system operated by the Account Bank.

"Collateral" means the Book-Entry Securities and the Cash Claims credited to the Collateral Account.

"Collateral Account" means the book-entry securities and cash account specified in the Security Deed opened in the name of the Chargee with the Account Bank, into which the Collateral is deposited or credited, as re-designated or re-numbered from time to time and includes any additional or substitute account opened with the Account Bank for holding Eligible Assets provided by the Charging Company to the Chargee as Margin pursuant to the Rules.

"Default Notice" has the meaning attributed to it in the Rules in which it is defined as, in relation to a Participant, a default notice issued by the Corporation pursuant to Section 2 of Rule 12 of the Rules.

"Eligible Assets" means cash and/or Eligible Government Securities (as defined in the Rules) and/or other assets (*avoirs*) acceptable to the Chargee provided as Margin by a participant under the Rules which are eligible in the CBL System.

"Equivalent Eligible Assets" means, in relation to Collateral, Eligible Assets of the same issuers, forming part of the same issue and being of an identical type, nominal value, description and (except where otherwise required) amount to the Eligible Assets used as such Collateral and, if and to the extent that such Eligible Assets have been redeemed, a sum of money equivalent to the proceeds of redemption.

"EuroCCP" means the Chargee.

"Income" includes any interest, dividends or other distributions of any kind with respect to any

OS MG01 - continuation page

Particulars of a mortgage or charge by an overseas company

6

Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

Collateral

"**Luxembourg**" means the Grand Duchy of Luxembourg

"**Participation Documents**" has the meaning attributed to it in the Security Deed

"**Pledge**" means the security interest (*gage*) over the Collateral, now and in the future, to the credit of the Collateral Account, created and constituted by, and in accordance with, the Agreement

"**Rules**" has the meaning attributed to it in the Security Deed in which it is defined as the rules and procedures established by EuroCCP which are from time to time in force in relation to Participants in the EuroCCP System

"**Secured Sums**" means all money and liabilities whatsoever now or in the future (whether before or after the service of a Default Notice) due, owing or incurred by the Charging Company to the Chargee (whether solely or jointly, or jointly and severally, with another or others, and whether as principal or surety, and whether actual or contingent, present or future), under or in connection with the Participation Documents and also including (whether before or after any judgement) all interest, costs and other charges whatsoever, in each case whether recorded in the Chargee's books of account in a Client Account or other account of the Charging Company or otherwise

"**Security Deed**" means the security deed executed and delivered by the Charging Company to the Chargee at the time of its admission as a participant in the EuroCCP System, creating fixed and floating charges under English law over specified assets to secure the payment or discharge of all money and liabilities now or in the future due, owing or incurred by the Charging Company to the Chargee, and includes any ancillary or supplemental document at any time executed and delivered by the Charging Company to the Chargee

"**Security Period**" means the period starting on the date of the Agreement and ending on the earlier of (i) the date upon which the Secured Sums have been unconditionally and irrevocably paid and discharged in full (or, if contingent, have wholly ceased to be capable of arising) and after the Charging Company has become entitled under the Rules to request release of such security, and (ii) the date on which the Pledge is released in accordance with clause 12b) of the Agreement

Pursuant to clause 1 3(a) (*Miscellaneous*) of the Agreement, capitalised terms used but not defined therein shall have the meaning assigned to such terms in the Security Deed

Part II – Particulars of property mortgaged or charged

Pursuant to clause 2(c) (*The Pledge*), the Pledge shall apply to all Cash Claims and Book-Entry Securities transferred to the Collateral Accounts pursuant to the Rules

Pursuant to clause 2(e) (*The Pledge*), nothing in the Agreement is intended to limit the scope of the Security Interests created under the Security Deed and nothing in the Agreement shall be construed as restricting or limiting the right of the Chargee under the Security Deed

OS MG01 - continuation page

Particulars of a mortgage or charge by an overseas company

6

Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

Pursuant to clause 6(a) (*Substitution*), the Charging Company may, at any time during the Security Period, credit any further or other Eligible Assets or Equivalent Eligible Assets to the Collateral Account in substitution for or in addition to the Book-Entry Securities and Cash Claims, provided that the Chargee is not at that time exercising its right of re-use under clause 7 of the Agreement over such Book Entry Securities and Cash Claims

Pursuant to clause 6(b) (*Substitution*), any Eligible Assets or Equivalent Eligible Assets substituted for the Book-Entry Securities or Cash Claims pursuant to clause 6 shall immediately become part of the Collateral for all purposes of the Agreement and become subject to the terms of the Agreement

Pursuant to clause 7(a) (*Right of re-use of Collateral*), the Chargee may, at any time (whether before or after the pledge created by the Agreement becomes enforceable), use and/or dispose of all or any Collateral as if the Chargee were the owner of it, including (without limitation) the power amongst others to assign, charge, pledge or otherwise grant a security interest in such Collateral in favour of any third party as if the Chargee were the owner of it for any purpose permitted by the Rules, including for the purpose of granting a pledge of Book-Entry Securities to secure liabilities of the Chargee towards other clearing systems and central counterparties under contracts with them under a link or similar agreement

Part III – Covenants and Restrictions

Pursuant to clause 2(b) (*The Pledge*), the Pledge documented by the Agreement (*contrat de gage*) constitutes a financial collateral arrangement (*contrat de garantie financière*) within the meaning of the Collateral Act 2005 (which has implemented Directive 2002/47/EC of 6 January 2002 on financial collateral arrangements) It is the intention of the parties that the Agreement constitutes a security financial collateral arrangement in all relevant jurisdictions where Directive 2002/47/EC of 6 January 2002 on financial collateral arrangements has been implemented

Pursuant to clause 2(d) (*The Pledge*), all money received or realised under the powers conferred by the Agreement shall be applied for the purposes and in the manner determined by the Chargee in accordance with the Rules

Pursuant to clause 4 (*Account Bank and Operation of the Collateral Account*), all Collateral pledged under the Agreement shall be exclusively in the possession or under the control of the Chargee or its agent The Charging Company may not give or purport to give instructions to dispose of any Collateral pledged under the Agreement for so long as it remains pledged under the Agreement

Part IV - Provisions incorporated into the Agreement

Pursuant to clause 17 (*Further Provisions*) of the Agreement, the provisions of clauses 7 (*Additional or Substituted Securities*), 10 (*Negative Pledge and Other Restrictions*), 11 (*Continuing Security*), 12 (*Payment of Calls*), 14 (*Powers Exercisable by EuroCCP*), 17

OS MG01 - continuation page

Particulars of a mortgage or charge by an overseas company

6

Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

(Further Assurance), 18 (Indemnity), 19 (Interest on Overdue Accounts), 20 (Currency Indemnity), 21 (Protection of Third Parties), 22 (Protection of EuroCCP), 24 (Expenses), 25 (Stamp Duty and Registration Fee), 27 (Set-off), 30 (Determinations and Directions), 31 (Forbearance, Severability, Variation) and 32 (Demands, Notices etc) of the Security Deed (see the Form 395 registered at Companies House on 21 August 2008) shall apply in relation to the Agreement to the same extent as if they were set out in full in the Agreement with the necessary amendments and so that references to the "Security Deed" shall be construed as references to the Agreement or the Security Deed as appropriate, references to "Charged Securities" shall be construed as references to Book-Entry Securities, and references to "Charged Property" shall be construed as references to any Collateral pledged under the Agreement



FILE COPY

**CERTIFICATE OF REGISTRATION
OF A CHANGE OF NAME OF AN
OVERSEA COMPANY**

Company No. FC006193
UK Establishment No. BR001029

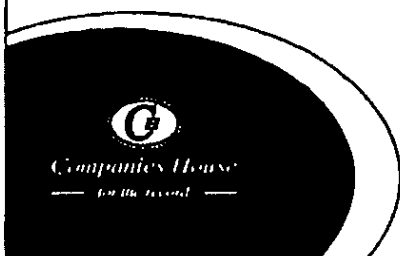
The Registrar of Companies for England and Wales hereby certifies that

ABN AMRO BANK N.V.

has this day registered a change of name to

THE ROYAL BANK OF SCOTLAND N.V.

Given at Companies House on **9th February 2010**





CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to regulation 10 of The Overseas Companies (Execution of Documents and Registration of Charges) Regulations 2009

**COMPANY NO. FC6193
CHARGE NO. 18**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED 8
SEPTEMBER 2011 AND CREATED BY THE ROYAL BANK OF
SCOTLAND N.V. FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO EUROPEAN CENTRAL
COUNTERPARTY LIMITED UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO THE
OVERSEAS COMPANIES (EXECUTION OF DOCUMENTS AND
REGISTRATION OF CHARGES) REGULATIONS 2009 ON THE 14
SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 SEPTEMBER
2011

8



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES