

OS MG02

Statement of satisfaction in full or in part of a mortgage or charge for an overseas company



iris
LASERFORM

✓ **What this form is for**
You may use this form to register a statement of satisfaction in full or in part of a mortgage or charge by an overseas company

✗ **What this form is NOT for**
You cannot use this form to register a statement of satisfaction in full or in part of a mortgage or charge by a company registered inside the UK.
To do this, please use form OS MG02s

TUESDAY



A1FS85A8
A03 21/08/2012 #153
COMPANIES HOUSE

1 Company details

Company number F C 0 0 6 1 9 3
Company name in full The Royal Bank of Scotland NV (formerly ABN Amro Bank NV) (the "Charging Company")

1 8 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 *

2 Creation of charge

Date charge created d0 d8 m0 m9 y2 y0 y1 y1
Description ① Pledge Agreement dated 15 August 2008 (the "Pledge Agreement")
between the Charging Company (as Participant) and the Chargee
Date of registration ② d1 d4 m0 m9 y2 y0 y1 y1

- ① You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' or 'Standard security'
- ② The date of registration may be confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

Name European Central Counterparty Limited (the "Chargee")
Address Broadgate West
1 Snowden Street, London
Postcode E C 2 A 2 D Q

Name
Address
Postcode

Name
Address
Postcode

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

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4 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 the attached continuation pages for short particulars of the property mortgaged or charged

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☒ In full

☐ In part

① Please tick one box only

6 Floating charge ②

I, being the creditor or person authorised to act on behalf of the creditor, am entitled to the benefits of the floating charge and verify that the particulars above relating to the charge and its satisfaction are correct

② Where a floating charge is being satisfied, this statement MUST be completed. If the statement cannot be readily obtained, a direction from the court is required to be submitted with this form

Signature ③

Signature

X

X

③ This must be signed by a creditor or person authorised to act on behalf of the creditor

7 Signature

Please sign the form here

Signature

Signature

X

Hogan Lovells International LLP
on behalf of the Chargee

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. The contact information you give will be visible to searchers of the public record.

Contact name **Andrew Taylor (F3/AMT/2683493)**

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**



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ The creditor or a person authorised to act on behalf of the creditor has signed the form in Section 6 (if applicable)
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record



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

SCHEDULE TO FORM OSMG02 FOR THE ROYAL BANK OF SCOTLAND N.V., LONDON BRANCH

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 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

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

(*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