

OS MG02

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



✓ **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 part of a mortgage or charge
by a company registered inside
the UK. To do this, please use form
MG01 or MG02s

TUESDAY



A03 *A1FS858G* 21/08/2012 #145
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 3 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 d1 d5 m0 m8 y2 y0 y0 y8
Description ① Security Deed dated 15 August 2008 (the "Security Deed") between
the Charging Company (as Participant) and the Chargee
Date of registration ② d2 d1 m0 m8 y2 y0 y0 y8

- 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

Hogem Howell International Ltd
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/2683439)**

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

Part I

Definitions

- 1 In this Schedule, references to clauses and schedules are to clauses of, and schedules to, the Security Deed unless otherwise specified. In this Form 395 the following expressions shall have the following meanings respectively set out below

"book entry Securities" means Securities the title to which is evidenced by entries in a register or account maintained by or on behalf of an intermediary

"Cash Contributions" means all sums of money from time to time deposited or paid by the Charging Company with or to the Chargee by way of contribution to the Guarantee Fund (pursuant to the Rules), including interest added to such sums (pursuant to the Rules) and including all money repayable pursuant to such deposits (or the debts represented thereby) or so much of such deposits as may be repayable to the Charging Company under the Rules

"Cash Margin Amounts" means all sums of money from time to time deposited or paid by the Charging Company with or to the Chargee in cash by way of Margin Amounts (pursuant to the Rules), including all interest added to such sums (pursuant to the Rules) and including all money repayable pursuant to such deposits (or the debts represented thereby) or so much of such deposits as may be repayable to the Charging Company under the Rules

"Charged Account" means each and any account at CREST, Euroclear and/or any other CSD now or in the future specified in writing by the Chargee for the purposes of clause 4 (*Accounts*) of the Security Deed

"Charged Property" means the property, assets, rights, receivables and benefits of the Charging Company from time to time comprised in or subject to the Security Interests constituted by the Security Deed, including but not limited to the Cash Margin Amounts, the Cash Contributions and the Charged Securities and, unless the context otherwise requires, including the Securities or rights to Securities for the time being standing to the credit of the Charged Accounts, and references to the Charged Property include references to any part of it

"Charged Securities" means all Securities and all rights, money and property charged or mortgaged to the Chargee under paragraphs (b) to (h) of Part II of this Schedule

"Clearing Contract" has the meaning ascribed to that expression in the Rules

"Client Account" has the meaning ascribed to that expression in the Rules

"Collateral" has the meaning attributed to that expression in the Rules

"CREST" means the computer-based system operated by EUI to enable title to units of stock to be evidenced and transferred without written instrument

"CSD" means CREST, Euroclear and any other of the national or international central securities depositories from time to time specified by the Chargee for the purposes of the Security Deed

"Custodian" means Citibank, N A , London Branch, as global custodian or custodian and its other branches and affiliates providing custody or similar services to the Chargee, and

includes any of them acting as a sponsoring system-participant in CREST for the Chargee or as pledgee's representative and also includes any additional or substitute custodian which the Chargee may designate from time to time and any agent, nominee or sub-custodian acting for the Chargee or any such Custodian

"Default Notice" has the meaning ascribed to that term in the Rules

"EUI" means Euroclear UK & Ireland Limited (formerly CRESTCo Limited)

"the EuroCCP System" means the clearing house operated by the Chargee and the services provided by it pursuant to the Rules

"Euroclear" means Euroclear Bank SA/NV as operator of the Euroclear System

"Guarantee Fund" has the meaning ascribed to that term in the Rules

"Participants" means the persons for the time being admitted by the Chargee as users of the Chargee's services pursuant to the Rules

"Participant's Agreement" means the agreement for the time being in force between the Chargee and the Charging Company relating to its participation in the EuroCCP System

"Participation Documents" means the Participant's Agreement, the Rules, the Pledge Agreement, the Security Deed and any other document now or in the future designated as such by the Chargee and the Charging Company

"Pledge Agreement" means the pledge agreement made or to be made between the Charging Company and the Chargee pursuant to the Security Deed

"Relevant System" has the meaning given to that term by the USRs and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the custody, deposit or transfer of Securities and/or the clearing or settlement of transactions in them, including without limitation any CSD

"Rules" means the rules and procedures established by the Chargee 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 judgment) all interest, costs and other charges whatsoever

"Securities" means

- (a) stocks, shares, debentures, loan stock, notes, bonds, warrants, investments, investment fund units, depositary receipts, government securities or other securities of any description, whether certificated or uncertificated and whether in registered or bearer form, and
- (b) any interest or right (whether legal or equitable) in relation to any of the above which are or might in future be held in a Relevant System or subject to the rules and practices of a Relevant System

"Security Interest" means

- (a) any mortgage, charge, pledge, assignment (whether or not expressed to be by way of security), hypothecation, lien, encumbrance or other priority or security interest whatsoever, howsoever created or arising,
- (b) any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or "flawed asset" arrangement or right of set-off,
- (c) any other agreement or arrangement whatsoever having the same or a similar commercial or economic effect as security, and
- (d) any agreement for any of the foregoing

"USRs" means the Uncertificated Securities Regulations 2001 and such other regulations made under Section 207 of the Companies Act 1989 as are applicable to EUI and/or the CREST system and are for the time being in force

- 2 Words and phrases defined and principles of interpretation provided for in the Rules and the Participant's Agreement shall, unless the context otherwise requires or unless otherwise redefined or provided for therein, have the same meaning and shall apply (as the case may be) in the Security Deed
- 3 In the Security Deed, references to **"uncertificated"** have the meaning given to that expression by regulation 3(1) of the USRs and **"certificated"** means a unit of a security which is not uncertificated, and references to **"property"** includes any interest (legal or equitable) in personal property and any thing in action
- 4 Any reference in the Security Deed to "this Deed" or to the Participation Documents or any other document shall be construed as a reference to the Security Deed, the Participation Documents or such other document (including their respective Schedules) as the same may from time to time be amended, varied, supplemented, novated, replaced or restated and shall include any document which is supplemental to, or is expressed to be collateral to, or is entered into pursuant to or in accordance with the terms of, the Security Deed or (as the case may be) the Participation Documents or such other document

Part II

Particulars of property mortgaged or charged

- 1 Under clause 3.1 (*Creation of Security*) the Charging Company with full title guarantee charged to the Chargee as continuing security for the payment or discharge of the Secured Sums
 - (a) by way of fixed charge, all its rights, title and interest in and to all Cash Margin Amounts and all Cash Contributions now or in the future provided by it to the Chargee pursuant to the Rules,
 - (b) by way of mortgage, all its rights, title and interest in and to all certificated Securities now or in the future deposited with or transferred (as Collateral or a contribution to the Guarantee Fund) by or on behalf of the Charging Company to the Chargee or a Custodian acting on its behalf in relation to such Securities, including any uncertificated Charged Securities which become certificated for any reason and all proceeds of sale of any such Securities,

- (c) by way of mortgage, all its rights, title and interest in and to all uncertificated Securities now or in the future deposited with or transferred (as Collateral or a contribution to the Guarantee Fund) by or on behalf of the Charging Company to the membership account in CREST of the Chargee or a Custodian acting on its behalf in relation to such Securities, including all proceeds of sale of such Securities,
- (d) by way of mortgage, all its rights, title and interest in and to all book entry Securities (to the extent not mortgaged under paragraph (c) above) now or in the future provided by or on behalf of the Charging Company (as Collateral or a contribution to the Guarantee Fund) and standing to the credit of an account in a Relevant System held in the name of the Chargee or a Custodian acting on its behalf in relation to such Securities or designated by reference to the Chargee or such Custodian, including all entitlements and debts represented by such credit entries, all rights relating to such accounts and all proceeds of sale of such Securities,
- (e) by way of mortgage, all its rights, title and interest in and to all Securities which may in the future be added to or substituted for the Securities mortgaged under paragraph (b), (c) or (d) above, including all proceeds of sale of such additional or substituted Securities,
- (f) by way of fixed charge, all rights and benefits and sums now or in the future accruing to the Charging Company or a Custodian as a result of any Securities mortgaged under paragraph (b) to (e) inclusive above being held in a Relevant System or by an intermediary, including any right to delivery of cash or Securities which arises in connection with (i) any Charged Securities being transferred to a Relevant System or intermediary or (ii) any interest in or to any Charged Securities being acquired while in a Relevant System or held through an intermediary,
- (g) by way of fixed charge, all rights, benefits, money or property of a capital nature now or in the future accruing or offered in respect of the Securities charged or mortgaged under paragraphs (b) to (f) inclusive above, including any bonus and any right or benefit arising from consolidation, conversion, exchange, option, preference, redemption, return of capital or in any other way,
- (h) by way of fixed charge, all rights, benefits, money or property of an income nature now or in the future accruing at any time in respect of the Securities charged or mortgaged under paragraphs (b) to (g) inclusive above, including any dividend, distribution or interest,
- (i) by way of floating charge, all its right, title and interest in and to all Securities and other property deliverable and all money payable to the Charging Company by or on behalf of the Chargee (pursuant to the Participation Documents) to the extent that such Securities, property and money are not effectively charged by a fixed charge or mortgage contained in clause 3.1 (*Creation of Security*) of the Security Deed

2 The charges and mortgages contained in clause 3.1 are stated by clause 3.3 to apply to all Charged Property provided by the Charging Company to the Chargee as Collateral pursuant to the Rules, whether in the Chargee's books of account it is recorded in a Client Account ("Client Collateral") or in any other account of the Charging Company or otherwise

- 3 All money received or realised under the powers conferred by the Security Deed is required by clause 3 4 to be applied for the purposes and in the manner determined by the Chargee in accordance with the Rules. If the Chargee maintains in its books of account one or more Client Accounts and one or more other accounts for the Charging Company, such money shall be allocated and applied by the Chargee in the proportions and subject to the restrictions on the use of Client Collateral applicable under the Rules and not otherwise.
- 4 All dividends, interest and other income derived from Charged Securities are required by clause 9 1 to be credited to such cash account charged or pledged in favour of the Chargee as it may direct from time to time.
- 5 By clause 26 and without prejudice to the other rights of the Chargee under the Participation Documents and as a separate and independent stipulation, the Charging Company agreed that, if any Secured Sum is incurred as a result of the Charging Company failing to perform when due its payment or delivery obligations relating to a transaction for the sale or purchase of Securities, the Chargee shall have a specific lien over the Securities or sale proceeds arising out of that transaction until the discharge of such Secured Sum, subject only to the provisions of clause 3 4 of the Security Deed.
- 6 By clause 27 1 and without prejudice to its other rights under the Participation Documents and as a separate and independent stipulation, the Charging Company agreed that any money from time to time deposited or paid by the Charging Company with or to the Chargee (including any Cash Margin Amount or Cash Contribution) and any payment obligation or the value of any delivery obligation owed by the Chargee to the Charging Company may, at any time without notice to the Charging Company, be applied and set off in or towards the discharge of the Secured Sums or such part of them as the Chargee may select, regardless of the place of payment, delivery and/or currency of the obligation, subject only to the provisions of clause 3 4.
- 7 The right of set-off conferred by clause 27 1 shall not (in the absence of the security created by the Security Deed becoming immediately enforceable under clause 13 1(a)) be exercisable by the Chargee against any payment obligation or the value of any delivery obligation owed by it to the Charging Company in respect of the settlement of a Clearing Contract under the Rules.

Part III

Covenants and Restrictions

- 1 By clause 10 (*Negative Pledge and Other Restrictions*), the Charging Company agreed that it shall not, without the prior written consent of the Chargee
 - (a) create, or agree or attempt to create, or permit to subsist, any Security Interest (including any security conferring power to convert a floating charge into a fixed charge) or any trust over any Charged Property, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Charging Company's business or, if applicable, a lien arising in favour of the operator of a Relevant System) to arise or subsist over any Charged Property,
 - (b) sell, transfer or otherwise dispose of any part of the Charged Property or any of its right, title or interest therein,
 - (c) withdraw, or attempt to withdraw, any Charged Property from any account with the Custodian, except if and insofar as expressly permitted by the Chargee,

- (d) consent to any Charged Securities being consolidated, sub-divided or converted or any rights attaching to them being varied, or to any uncertificated Charged Securities being converted into certificated Charged Securities (or vice versa)