

# OS MG02

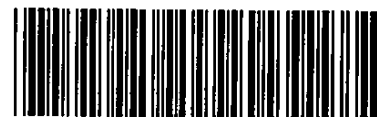
## Statement of satisfaction in full or in part of a mortgage or charge for an overseas company



✓ **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 OS MG02s

TUESDAY



A03 \*A1FS8580\* #146  
21/08/2012  
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")

12 For official use

→ **Filing 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 Pledge Agreement dated 15 August 2008 (the "Pledge Agreement")  
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 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/2683489)**

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](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)**

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

**Part I**

**Definitions**

- 1 In this Schedule, references to clauses and schedules are to clauses of, and schedules to, the Pledge Agreement unless otherwise specified. In this Form 395 capitalised terms which are not defined herein shall have the meanings ascribed to those terms in the Security Deed referred to below and, in addition, the following expressions shall have the following meanings respectively set out below

**"Default Notice"** has the meaning ascribed to that term in the Security Deed

**"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

**"Euroclear Distributions"** means all amounts received by the Charging Company in respect of Euroclear Entitlements, whether by way of dividend, interest, return of capital or otherwise

**"Euroclear Entitlements"** means, in relation to any Euroclear Securities, the entitlements, whether to cash or securities, and all related rights of any kind, standing from time to time to the credit of a Euroclear Pledged Account which are referable to such Euroclear Securities and includes any Euroclear Distributions

**"Euroclear Pledged Accounts"** means each Euroclear Pledged Cash Account and each Euroclear Pledged Securities Account

**"Euroclear Pledged Cash Account"** means each Cash Account (as defined in the Operating Procedures of the Euroclear System, as amended from time to time) now or in the future maintained with Euroclear in the name of a Pledgee's Representative (designated by reference to the Chargee) and operated as a multi-pledgor account (in conjunction with a Euroclear Pledged Securities Account) subject to the Euroclear MPPA Terms and Conditions

**"Euroclear Pledged Securities Account"** means each Securities Clearance Account (as defined in the Operating Procedures of the Euroclear System, as amended from time to time) now or in the future maintained with Euroclear in the name of a Pledgee's Representative (designated by reference to the Chargee) and operated as a multi-pledgor account subject to the Euroclear MPPA Terms and Conditions

**"Euroclear MPPA Terms and Conditions"** means the Multi Pledgor Pledged Account Terms and Conditions (Pledgee's Representative Version) issued by Euroclear governing the pledging of accounts through the Euroclear system pursuant to Article 7 of the Royal Decree No 62 and any other Belgian laws to which the Euroclear Multi Pledgor Pledged Account Terms and Conditions are from time to time expressed to apply and as amended, supplemented, restated or replaced from time to time by Euroclear

**"Euroclear Securities"** means all securities now or in the future deposited with or transferred by or on behalf of the Charging Company to a Pledgee's Representative in Euroclear for the credit of a Euroclear Pledged Account, including all interests and rights in relation to such securities for the time being held in Euroclear

**"Euroclear System"** means the clearance and settlement system for internationally traded securities operated under contract by Euroclear Bank, including all services offered by Euroclear Bank in respect of securities held or recorded in any account as set forth in the Terms and Conditions Governing Use of Euroclear or in the Operating Procedures of the Euroclear System as amended, supplemented, restated or replaced from time to time by Euroclear

**"Financial Collateral Law"** means the law of 15 December 2004 on financial collateral arrangements, as amended from time to time

**"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

**"Pledgee's Representative"** means, in relation to a Euroclear Pledged Account, the entity from time to time appointed by the Chargee to act as Pledgee's Representative under the Euroclear MPPA Terms and Conditions in relation to that Euroclear Pledged Account and, if two or more entities are acting as Pledgee's Representative in relation to separate Euroclear Pledge Accounts, includes each or any of them

**"Royal Decree No. 62"** means the Royal Decree No. 62 of November 10, 1967 concerning the custody of fungible financial instruments and the settlement of transactions in respect of these instruments (as co-ordinated), as amended from time to time

**"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, 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 made on or about the date of the Pledge Agreement between the Charging Company and the Chargee

**"Security Interest"** has the meaning ascribed to that term in the Security Deed

## **Part II**

### **Particulars of property mortgaged or charged**

- 1 Under clause 2 (*Creation of Pledge*) of the Pledge Agreement, the Charging Company and the Chargee acknowledged and agreed that
  - (a) all rights, title and interest of the Charging Company in and to the Euroclear Securities are thereby pledged by the Charging Company to the Chargee to secure the payment or discharge of the Secured Sums, and

- (b) if and to the extent that the Charging Company has any right to pledge them pursuant to provisions of Belgian law or otherwise, all rights, title and interest of the Charging Company in and to all money now or in the future standing to the credit of each Pledged Cash Account are thereby pledged by the Charging Company to the Chargee to secure the payment or discharge of the Secured Sums
- 2 For the avoidance of doubt, the parties to the Pledge Agreement agreed that paragraph 1(a) above shall be construed as creating, in respect of Euroclear Securities standing to the credit of the Euroclear Pledged Securities Accounts, a first ranking commercial pledge (*gage commercial/handelspand*) under the law of 5 May 1872 and Article 7 of the Royal Decree No 62 and a financial collateral arrangement (*financiele zekerheidsovereenkomst/ contrat de garantie financière*) under Article 4 of the Financial Collateral Law, which pledge shall constitute a priority right to payment out of the assets pledged (*sûreté réelle/zakelijke zekerheid*). To that effect, the Pledgee's Representative for each Euroclear Pledged Account, acting as representative of the Chargee, has entered into or will duly enter into an agreement with Euroclear accepting the Euroclear MPPA Terms and Conditions. Securities shall become subject to the pledge hereby created immediately upon being transferred to the Euroclear Pledged Securities Account in accordance with the Royal Decree No 62
  - 3 The pledge created by the Pledge Agreement shall apply to all cash and securities transferred to the Euroclear Pledged Accounts 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
  - 4 All money received or realised under the powers conferred by the Pledge Agreement are required by clause 2.4 of the Pledge Agreement 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

### **Part III**

#### **Covenants and Restrictions**

- 1 Under clause 8.1 (*Further Provisions*), 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 Euroclear Securities, Euroclear Entitlements and any other assets pledged under the Pledged Agreement 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 of them,
  - (b) sell, transfer or otherwise dispose of any part of the Euroclear Securities, Euroclear Entitlements and any other assets pledged under the Pledged Agreement or any of its right, title or interest therein,
  - (c) withdraw, or attempt to withdraw, any Euroclear Securities, Euroclear Entitlements and any other assets pledged under the Pledged Agreement from any account with the Custodian, except if and insofar as expressly permitted by the Chargee,

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