

MR04

Statement of satisfaction in full or in part of a charge



You can use the WebFiling service to file this form online

Please go to www.companieshouse.gov.uk

☒ **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
against a company

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfi
in full or in part of a mortgage
charge against an LLP Use
LL MR04

FRIDAY



A04 *A3901RD6* #234
30/05/2014
COMPANIES HOUSE

1 Company details

Company number 0 1 0 8 8 2 4 9

Company name in full Citibank International PLC (the "Charging Company")

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation ①

When was the charge created?

→ **Before 06/04/2013** Complete **Part A and Part C**

→ **On or after 06/04/2013** Complete **Part B and Part C**

① **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ②

Charge creation date 1 5 10 09 2 0 0 8 ✓

② **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description Pledge agreement dated 15 September 2008 (the "**Pledge Agreement**") between the Charging Company (as Participant) and European Central Counterparty Limited (the "**Chargee**")

Capitalised terms are defined in Part I of the continuation pages to
this Form MR04

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

MR04

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A3

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	See Part II of the attached continuation pages for the short particulars of all the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details

MR04

Statement of satisfaction in full or in part of a charge

Part B Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code ①

□ □ □ □ - □ □ □ □ - □ □ □ □

① Charge code

This is the unique reference code allocated by the registrar

Part C To be completed for all charges

C1

Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

☒ In full

☐ In part

C2

Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Forename(s)

Hogan Lovells International LLP

Surname

Please give the address of the person delivering this statement

Building name/number

Atlantic House

Street

Holborn Viaduct

Post town

London

County/Region

Postcode

E C 1 A 2 F G

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Solicitors acting on behalf of the Chargee

C3

Signature

Please sign the form here

Signature

Signature

X *Hogan Lovells International LLP* X
Solicitors for the chargee

MR04

Statement of satisfaction in full or in part of a 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. The contact information you give will be visible to searchers of the public record.

Contact name F3/AMT/Finance Registrations Team

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

**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. 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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**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

Part A Charges created before 06/04/2013

☒ You have given the charge date

☒ You have completed the Description of instrument and Short particulars in Sections A2 and A3

Part B Charges created on or after 06/04/2013

☐ You have given the charge code

Part C To be completed for all charges

☒ You have ticked the appropriate box in Section C1

☒ You have given the details of the person delivering this statement in Section C2

☒ You have signed the form

**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

MR04 - continuation page

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A3

Short particulars of the property or undertaking charged

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Short particulars

Part I

Definitions

- 1 In this form MR04, references to clauses and schedules are to clauses of, and schedules to, the Pledge Agreement unless otherwise specified. In this form MR04 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

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3

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Short particulars

"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

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3

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"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

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

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Short particulars

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

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3

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Short particulars

- 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