

# 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](http://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 satisfaction  
in full or in part of a mortgage  
charge against an LLP. Use  
LL MR04

FRIDAY



A29 \*A3903HUQ\* 30/05/2014 #157  
COMPANIES HOUSE

### 1 Company details

Company number 0 1 9 2 9 3 3 3

Company name in full Barclays Capital Securities Limited (the "Charging Company")

→ **Filing 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 0 6 0 1 2 0 1 2

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 6 January 2012 (the "**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

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A3

**Short particulars of the property or undertaking charged**

Short particulars

Please give the short particulars of the property or undertaking charged

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 Parts II and III of the attached continuation pages which further define the charges created by the Agreement

**Continuation page**

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

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## 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

CHFP025

04/13 Version 1.0

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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 **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****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

**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

**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)

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|                   |   |  |
|-------------------|---|--|
| <b>A3</b>         | <b>Short particulars of the property or undertaking charged</b>   |  |
|                   | Please give the short particulars of the property or undertaking charged  |  |
| Short particulars | <p style="text-align: center;"><b>Part I – Definitions and Interpretation</b></p> <p>In this form MR04, references to clauses, sections and schedules are to clauses, sections and schedules to the Agreement unless otherwise specified. In this form MR04, the following expressions shall have the following meaning respectively set out below as defined in the Agreement unless otherwise specified</p> <p><b>"Account Bank"</b> means Clearstream Banking, <i>société anonyme</i>, a public limited liability company (<i>société anonyme</i>) 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</p> <p><b>"Book-Entry Securities"</b> means Eligible Assets and Equivalent Eligible Assets standing now and in the future to the credit of the Collateral Account</p> <p><b>"Cash Claims"</b> 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</p> <p><b>"CBL System"</b> means the securities settlement system operated by the Account Bank</p> <p><b>"Collateral"</b> means the Book-Entry Securities and the Cash Claims credited to the Collateral Account</p> <p><b>"Collateral Account"</b> 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</p> <p><b>"Default Notice"</b> 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</p> <p><b>"Eligible Assets"</b> means cash and/or Eligible Government Securities (as defined in the Rules) and/or other assets (<i>avoirs</i>) acceptable to the Chargee provided as Margin by a participant under the Rules which are eligible in the CBL System</p> |  |

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### Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

**"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

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## Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

**"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

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## Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

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 - 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 1 September 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