

MR04

Statement of satisfaction in full or in part of a charge



Companies House

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 satisfaction
in full or in part of a mortgage or
charge against an LLP. Use form
LL MR04.

TUESDAY



A18 *A90JK1AB* #113
10/03/2020
COMPANIES HOUSE

1 Company details

Company number 0 3 7 6 6 7 5 7

Company name in full BNY MELLON CAPITAL MARKETS EMEA LIMITED

→ **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

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**

4

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date 1 5 0 1 2 0 0 3

A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number*

A3 Description of instrument (if any)

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

Instrument description A supplement dated 15th January 2003 (the "supplement") to a Main
Clearing Agreement, such supplement being between the company,
Citibank, N.A (the "Bank") and Citibank International Plc ("CIP").

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

Statement of satisfaction in full or in part of a charge

Short particulars of the property or undertaking charged

Short particulars

As set out in the attached Schedule.

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

Charges created on or after 06/04/2013

Charge code

Charge code ①

				-					-				
--	--	--	--	---	--	--	--	--	---	--	--	--	--

This is the unique reference code allocated by the registrar.

MR04

Statement of satisfaction in full or in part of a charge

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

Name

JOHN TULL

Please give the address of the person delivering this statement

Building name/number

One Canada Square

Street

Post town

London

County/Region

Postcode

E 1 4 5 A L

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

Person's interest in
the charge

Chargor

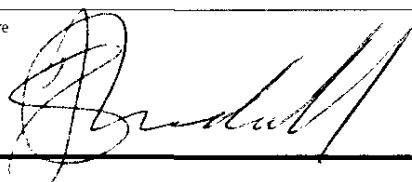
C3**Signature**

Please sign the form here.

Signature

Signature

X



X

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

Company name BNY Mellon Secretaries (UK) Limited

Address 160 Queen Victoria Street

Post town London

County/Region

Postcode

E C 4 V 4 L A

Country

DX

Telephone

**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 given the charge number (if appropriate)
- ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4.
- ☐ **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 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 395 FOR SUPPLEMENT

DEFINITIONS

"CREST"

means the settlement system operated by CRESTCo. Limited;

"CREST settlement arrangements"

includes the settlement bank facility and terms and conditions, the sponsor services facility and terms and conditions and the security deed to secure the liabilities of a CREST member or sponsored member as applicable to the Company;

"Service"

means CIP acting as general clearing member in relation to the London Stock Exchange central counterparty service for SETS.

AMOUNT SECURED BY THE SUPPLEMENT

By clause 7(1) of the Supplement, the Company secured payment of all of its obligations, actual or contingent, present or future, for payment or delivery (including interest, costs, charges and other expenses), now or at any time hereafter becoming due or owing to CIP and/or the Bank pursuant to or in connection with:

- (a) a master clearing agreement between the Company and the Bank;
- (b) a tri-partite agreement between the Company, CIP and the London Clearing House;
- (c) the Supplement;
- (d) the CREST settlement arrangements made between the Company, CIP or the Bank;
- (e) the rules of CREST, the London Stock Exchange and the London Clearing House in connection with the Service;
- (f) the Bank's or CIP's obligation to the London Clearing House in connection with the Service;
- (g) any transactions effected by the Company from time to time pursuant to the Service.

PROPERTY CHARGED

By clause 7(1) of the Supplement, Company granted a security interest by way of first priority fixed right of security over:

- (a) all rights it has or may now or in the future have against CIP in respect of transactions cleared or to be cleared by CIP for the Company;
- (b) all rights it has or may have now or in future in respect of certain cash accounts of the Company with the Bank;

- (c) all right it has or may have now or in the future in respect of or in connection with securities credited to certain clearing accounts of the Company with the Bank;
- (d) all margin or rights it or the Bank or CIP have or may have now or in the future in respect of margin held or owed by the London Clearing House for or to CIP or the Bank in respect of transactions for or matching transactions for the Company's account; and
- (e)
 - (i) all sums and payments now and from time to time receivable by or for the account of the Company by reason or in respect of any transfer or debit of, or agreement to transfer or debit, securities from any account of or in the name of, or otherwise referable to the Company in CREST or of any transfer by the Company of any of its right, title or interest to or in securities represented to be represented by any credit balance for the time being of any such securities account in CREST, together with all rights and interests in such securities, sums and payments;
 - (ii) all sums and payments from time to time receivable by or for the account of the Company by reason of or in respect of the closing out or liquidation of any unsettled contract relating to any securities in CREST; and
 - (iii) all right, title and interest of the Company to or in all money now or at any time standing to the credit of any accounts of the Company with the Bank designated for use in connection with CREST settlement arrangements, together with all rights relating or attaching thereto, including interest accruing thereon.

CIP or the Bank may prohibit the Company from withdrawing cash or securities from certain cash and clearing accounts of the Company (or from substituting securities in the clearing accounts) with the Bank to the extent that there are outstanding secured obligations.

SCHEDULE TO FORM 395 FOR SUPPLEMENT

DEFINITIONS

"CREST"

means the settlement system operated by CRESTCo. Limited;

"CREST settlement arrangements"

includes the settlement bank facility and terms and conditions, the sponsor services facility and terms and conditions and the security deed to secure the liabilities of a CREST member or sponsored member as applicable to the Company;

"Service"

means CIP acting as general clearing member in relation to the London Stock Exchange central counterparty service for SETS.

AMOUNT SECURED BY THE SUPPLEMENT

By clause 7(1) of the Supplement, the Company secured payment of all of its obligations, actual or contingent, present or future, for payment or delivery (including interest, costs, charges and other expenses), now or at any time hereafter becoming due or owing to CIP and/or the Bank pursuant to or in connection with:

- (a) a master clearing agreement between the Company and the Bank;
- (b) a tri-partite agreement between the Company, CIP and the London Clearing House;
- (c) the Supplement;
- (d) the CREST settlement arrangements made between the Company, CIP or the Bank;
- (e) the rules of CREST, the London Stock Exchange and the London Clearing House in connection with the Service;
- (f) the Bank's or CIP's obligation to the London Clearing House in connection with the Service;
- (g) any transactions effected by the Company from time to time pursuant to the Service.

PROPERTY CHARGED

By clause 7(1) of the Supplement, Company granted a security interest by way of first priority fixed right of security over:

- (a) all rights it has or may now or in the future have against CIP in respect of transactions cleared or to be cleared by CIP for the Company;
- (b) all rights it has or may have now or in future in respect of certain cash accounts of the Company with the Bank;

- (c) all right it has or may have now or in the future in respect of or in connection with securities credited to certain clearing accounts of the Company with the Bank;
- (d) all margin or rights it or the Bank or CIP have or may have now or in the future in respect of margin held or owed by the London Clearing House for or to CIP or the Bank in respect of transactions for or matching transactions for the Company's account; and
- (e)
 - (i) all sums and payments now and from time to time receivable by or for the account of the Company by reason or in respect of any transfer or debit of, or agreement to transfer or debit, securities from any account of or in the name of, or otherwise referable to the Company in CREST or of any transfer by the Company of any of its right, title or interest to or in securities represented to be represented by any credit balance for the time being of any such securities account in CREST, together with all rights and interests in such securities, sums and payments;
 - (ii) all sums and payments from time to time receivable by or for the account of the Company by reason of or in respect of the closing out or liquidation of any unsettled contract relating to any securities in CREST; and
 - (iii) all right, title and interest of the Company to or in all money now or at any time standing to the credit of any accounts of the Company with the Bank designated for use in connection with CREST settlement arrangements, together with all rights relating or attaching thereto, including interest accruing thereon.

CIP or the Bank may prohibit the Company from withdrawing cash or securities from certain cash and clearing accounts of the Company (or from substituting securities in the clearing accounts) with the Bank to the extent that there are outstanding secured obligations.