

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

TUESDAY



A18 *A90JK1AJ* 10/03/2020 #114
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**

7

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date 0 5 0 2 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 Security Agreement dated 05 February 2003 created by the
Company in favour of The Bank of New York (the "Bank").

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

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A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Please see schedule 1 of the attached document.

Continuation page

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

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.

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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

SCOTT TISDALE

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

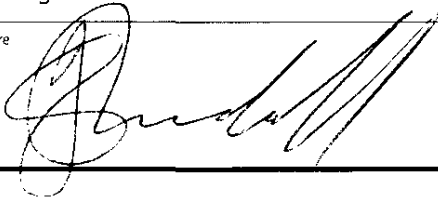
C3**Signature**

Please sign the form here.

Signature

Signature

X



X

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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

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

Schedules to a Form 395 relating to a Security Agreement dated 05 February 2003, made between BNY Securities Ltd (03766757) and The Bank of New York

SCHEDULE 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

All personal property and fixtures of the Company or in which the Company has an interest wherever located and whether now or hereafter existing or now owned or hereafter acquired and whether or not subject to the Uniform Commercial Code as in effect in the State of New York, including but not limited to any and all Securities and other property held in the Proprietary Account and the Client Account and any cash balances held in any cash account maintained by the Bank in connection therewith, and also including all interest, dividends and other distributions thereon paid and payable in cash or in property, and all replacements and substitutions for, and all accessions and additions to, and all products and proceeds of, all the foregoing. In addition, the personal property of the Company or in which the Company may have an interest which is now, or may at any time hereafter come into the possession or control of the Bank, or of any third party acting on its behalf, whether for the express purpose of being used by the Bank as collateral security or held in custody or for any other or different purpose, including such personal property as may be in transit by mail or by carrier for any purpose, or covered or affected by any documents in the Bank's possession or control or in the possession or control of any third party acting on its behalf (the "Collateral")

The Security Agreement contains covenants for further assurance.

SCHEDULE 2

DEFINITIONS

"Client" means a customer of the Company.

"Client Account" means, collectively, the account(s) under which Client Assets are held under the Global Clearing and Custody Agreement.

"Client Assets" means Securities and cash legally or beneficially owned by the Clients.

"Depository" means the Federal Reserve/Treasury book-entry system, The Depository Trust Company, Euroclear, Clearstream Banking S.A. and any other securities depository, book-entry system or clearing agency (and their respective successors and nominees) authorised to act as a securities depository, book-entry system or clearing agency pursuant to applicable law and identified to the Company from time to time.

"Global Clearing and Custody Agreement" means the global clearing and custody agreement dated 20 January 2003, made between the Company and the Bank.

"Proprietary Account" means the account(s) in which Proprietary Assets are held under the Global Clearing and Custody Agreement.

"Proprietary Assets" means the Securities and cash that are not Client Assets.

"Securities" means without limitation, any common stock and other equity securities, bonds, debentures, and other debt securities, notes, mortgages or other obligations, and any instruments representing rights to receive, purchase, or subscribe for the same, or representing any other rights or interests therein (whether represented by a certificate or held in a Depository or a Subcustodian).

"Subcustodian" means a bank or other financial institution which is utilised by the Bank in connection with the purchase, sale or custody of Securities under the Global Clearing and Custody Agreement and identified to the Company from time to time.