

MG02

Statement of satisfaction in full or in part of mortgage or charge

Oyez

✓ **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

✗ **What this form is NOT for**
You cannot use this form to register
a statement of satisfaction in full or
in part of a fixed charge or a
company registered in a country
outside the UK. If you wish to
do this, please use form MG01.

WEDNESDAY



LD2 *L23LUGDF*
06/03/2013 #109
COMPANIES HOUSE

base
iv uk

1

Company details

Company number 01026167
Company name in full BARCLAYS BANK PLC (the "Borrower")

156

For official use

► **Filling 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 09/11/2011
Description 1 Master Securities Loan Agreement (the "MSLA")
Date of registration 2 24/11/2011

- 1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'
- 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 Commerce and Industry Insurance Company ("Lender")
Address 175 Water Street
New York, United States of America
Postcode 10038

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

Borrower pledges with, assigns to and grants Lender a continuing first priority security interest in, and lien upon, the Collateral, which shall attach upon the transfer of the Loaned Securities by Lender to Borrower and which shall cease upon the Transfer of the Loaned Securities by Borrower to Lender

Capitalised terms used in this form MG02 shall bear the following meanings.

"Account" shall mean the account identified to Lender by Borrower for the transfer of Collateral in accordance with the Control Agreement

"Collateral" shall mean, whether owned on the date of the MSLA or acquired after the date of the MSLA and to the extent permitted by applicable law, (a) any assets which are transferred to the Account, (b) any property substituted therefor, (c) the Account, and (d) any proceeds of the foregoing. If any new or different security shall be exchanged for any Collateral by recapitalization, merger, consolidation or other corporate action, such new or different security shall, effective upon such exchange, be deemed to become Collateral in substitution for the former Collateral for which such exchange is made

"Control Agreement" means the collateral account control agreement entered into among The Bank of New York Mellon (as custodian), Lender and Borrower dated 9 November 2011

"Loan" shall mean a transaction in which Lender lends to Borrower certain Securities against a transfer of Collateral. Each such transaction shall be referred to as a Loan and, unless otherwise agreed in writing, shall be governed by the MSLA, including any supplemental terms or conditions contained in an annex or schedule to the MSLA and in any other annexes identified in the MSLA as applicable (see continuation page)

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

Signature

Please sign the form here

Signature

Signature

X Freshfields Bruckhaus Ferner LLP 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

Flora McLean

Company name

Freshfields Bruckhaus Deringer LLP

Address

65 Fleet Street

London

England

Post town

United Kingdom

County/Region

Postcode

E

C

4

Y

1

H

S

Country

DX

DX 23 London/Chancery Lane

Telephone

020 7936 4000



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
- ☐ 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

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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

Short particulars

under the MSLA

"Loaned Securities" shall mean any Security transferred in a Loan under the MSLA until such Security (or identical Security) is transferred back to Lender under the MSLA, except that, if any new or different Security shall be exchanged for any Loaned Security by recapitalization, merger, consolidation or other corporate action, such new or different Security shall, effective upon such exchange, be deemed to become a Loaned Security in substitution for the former Loaned Security for which such exchange is made. For the purposes of return of Loaned Securities by Borrower or purchase or sale of Securities pursuant to section 13 of the MSLA, such term shall include Securities of the same issuer, class and quantity as the Loaned Securities, as adjusted pursuant to the preceding sentence.

"Securities" shall mean securities or, if agreed by the parties in writing, other assets