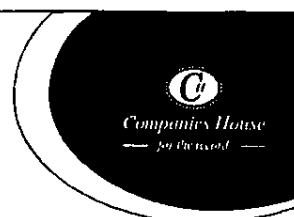


# MG02

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



☒ **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  
a statement of satisfaction  
or in part of a fixed charge  
company registered in Scotland.  
If you do this, please use form M01.

WEDNESDAY



LD6 27/03/2013 #34  
COMPANIES HOUSE

### 1 Company details

Company number 03731119  
Company name in full MOMENTIVE SPECIALTY CHEMICALS STANLOW LIMITED  
(the "Company")

2 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 24/03/2013  
Description All assets debenture (the "Debenture") between (1) the Company  
and (2) GE Leveraged Loans Limited (the "Security Trustee")  
Date of registration 03/02/2013

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	GE Leveraged Loans Limited
Address	30 Berkeley Square London
Postcode	W1J6EW
Name	
Address	
Postcode	
Name	
Address	
Postcode	

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

# MG02

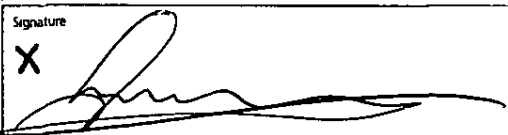
## Statement of satisfaction in full or in part of mortgage or charge

<b>4</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Short particulars	See Schedule 1 for particulars of the property charged and Schedule 2 for the definitions of the terms used in this Form MG02 and in Schedule 1	

<b>5</b>	<b>Satisfaction of the debt</b>	
	I confirm that the debt for which the charge described above was given has been paid or satisfied ① <input checked="" type="checkbox"/> In full <input type="checkbox"/> In part	① Please tick one box only

<b>6</b>	<b>Signature</b>	
Signature	Please sign the form here  <div data-bbox="343 1758 1109 1892"><div>Signature</div><div>X  X</div></div> This form must be signed by a person with an interest in the registration of the charge	

# MG02

## Statement of satisfaction in full or in part of mortgage or 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 Karen Ireland

Company name O'Melveny & Myers

Address Warwick Court

5 Paternoster Square

Post town London

County/Region

Postcode

E C 4 M 7 D X

Country United Kingdom

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
- ☐ 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

## **SCHEDULE 1**

### **MOMENTIVE SPECIALTY CHEMICALS STANLOW LIMITED**

#### **SHORT PARTICULARS OF THE PROPERTY CHARGED PURSUANT TO THE DEBENTURE**

Under the Debenture, the Company

**1 1 Fixed charges:** charged to the Security Trustee

- (i) by way of legal mortgage each property specified in Schedule 1 of the Debenture (being, as at the date of the Debenture, a lease relating to Resins Plan, Stanlow Manufacturing Complex, Ellesmere Port, entered into between the Company (in its former name of Shell Epoxy Resins U K Limited) and Shell U K Limited and dated on or about 14 November 2000),
- (ii) all its Material Contracts,
- (iii) its Real Property, other than the property or properties specified in Schedule 1 of the Debenture,
- (iv) all its Plant and Machinery and, in each case, the benefit of all its rights and claims against any Person in respect of the design, construction, repair or replacement of the same,
- (v) all its goodwill, unpaid and/or uncalled capital,
- (vi) all its Intellectual Property,
- (vii) all its Securities,
- (viii) all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of the Company's Group,
- (ix) all amounts realised by an administrator or liquidator of the Company upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986,
- (x) all its documents of title which at any time and for any purpose have been or may be deposited with the Security Trustee and the property mentioned in such documents,
- (xi) all of its Debts to the extent not effectively assigned by way of security under clause 3 1 3 of the Debenture,

- (xii) all monies in the accounts specified in clause 4.2 of the Debenture and in any other account in the name of the Company under the control of or operated in accordance with the directions of the Security Trustee
- 1.1.2 **Floating charge:** charged to the Security Trustee by way of a floating charge all of its undertaking, property, rights and assets whatsoever and wheresoever, both present and future
- 1.1.3 **Assignments by way of security:** assigned and agreed to assign by way of security to the Security Trustee all its rights, title and interest in and to
  - (i) the benefits arising under the Policies and the proceeds thereof,
  - (ii) the Debts, and
  - (iii) any contracts relating to or benefiting any of the Charged Assets

## **SCHEDULE 2**

### **MOMENTIVE SPECIALTY CHEMICALS STANLOW LIMITED**

#### **DEFINITIONS OF TERMS USED IN FORM MG02 AND SCHEDULE 1, AS USED IN THE DEBENTURE**

**Accounting Records:** all books, ledgers and records of any kind and in any medium relating to the Company's business or financial position and to all purchases and sales made by the Company

**Associated Rights:** in relation to the Company and any Debt, any of the following

- (i) all the rights of the Company as an unpaid vendor or which arise under a Contract of Sale,
- (ii) all evidence of a Contract of Sale or its performance or any disputes arising,
- (iii) all documents of title to goods, warehouse keepers' receipts, bills of lading, shipping documents, airway bills or similar,
- (iv) the benefit of all insurances and all rights and powers under the insurance policies,
- (v) all Remittances, securities, Liens and guarantees,
- (vi) all Accounting Records,
- (vii) all Returned Goods and their proceeds of sale

**Beneficiaries:** the Security Trustee, the Netherlands Agent, the Netherlands UC Issuer and each of the Netherlands Lenders

**Charged Assets:** all of the assets, rights and property (including its undertaking and revenues) of the Company the subject of any security created by, or pursuant to, the Debenture and the proceeds of the disposal of the same

**Contract of Sale:** a contract in any form, including a purchase order, between the Company and a Debtor for the sale or hire of Goods or the provision of services or work done

**Debtor:** a Person which incurs or may incur any indebtedness under a Contract of Sale

**Debts:** in relation to the Company

- (i) all present and future book and other debts due or owing to the Company, the proceeds of the same and all other moneys due and owing to the Company or which may become due and owing to it in the future,

- (ii) all moneys (including accrued and accruing interest) from time to time standing to the credit of each present and future account of the Company with any bank, financial institution or other Person and the debts represented thereby,
- (iii) all present and future sums due or owing by way of grant, subsidy or refund by any Person, body, authority or institution, and
- (iv) the benefit of all rights, securities, Liens, guarantees and other assurances against loss, indemnities of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the debts, proceeds, moneys or sums referred to in any of paragraphs (i), (ii) or (iii) above,

including, in each such case, all Remittances and Associated Rights in respect thereof

**GE Netherlands:** GE Leveraged Loans Limited

**Goods:** any merchandise or materials, or where the context admits, any work or services which are the subject of a Contract of Sale

**Group:** in relation to any company, that company, any subsidiary (within the meaning of section 736 Companies Act 1985) of that company and, unless the context otherwise requires, its subsidiaries, its holding company (as defined in section 736 Companies Act 1985) and the subsidiaries of that holding company

**Intellectual Property:** in relation to the Company, all its patents (including applications, improvements, prolongations, extensions and rights to apply therefor), designs (whether registered or unregistered), copyrights, design rights, trade marks and service marks (whether registered or unregistered), utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences, sub-licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world

**Inventory:** in relation to the Company, all inventory or stock at any time owned by it, wherever located, including all inventory or stock, merchandise, goods and other personal property which are held by or on behalf of such Person for sale or lease

**Lien:** any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the state of New York or comparable law of any jurisdiction)

**Material Contracts:** the material contracts, details of which are set out in Schedule 2 of the Debenture

**Netherlands Agent:** GE Netherlands in its capacity as agent for Netherlands Lenders or its successor appointed pursuant to Section 8.2 of the US Credit Agreement

**Netherlands Borrower:** Netherlands Op Co and any other Credit Party (as defined in the US Credit Agreement) that is approved by the Netherlands Lender

**Netherlands Guaranty:** the guaranty dated on or about 24 January 2005 executed by Netherlands Holdings and certain of its Subsidiaries, in favour of Netherlands Agent, on behalf of itself, the Netherlands Security Trustee and Netherlands Lenders

**Netherlands Holdings:** Resolution Holdings BV

**Netherlands L/C Issuer:** GE Netherlands or a bank or other legally authorized Person selected by or acceptable to Netherlands Agent in its sole discretion, in such Person's capacity as an issuer of Netherlands Letters of Credit

**Netherlands Lenders:** GE Netherlands, the other lenders named on the signature pages of the US Credit Agreement as Netherlands Lenders, and, if any such Netherlands Lender shall decide to assign all or any portion of the Secured Obligations, such term shall include any assignee of such Netherlands Lender

**Netherlands Letter of Credit Obligations:** all outstanding obligations incurred by Netherlands Agent and Netherlands Lenders at the request of Netherlands Borrower representative, whether direct or indirect, contingent or otherwise, due or not due, in connection with the issuance of Netherlands Letters of Credit by Netherlands L/C Issuers or the purchase of a participation as set forth in Section 1.2(c) of the US Credit Agreement with respect to any Letter of Credit (as defined therein)

**Netherlands Letters of Credit:** any documentary or standby letters of credit issued for the account of Netherlands Borrowers by any Netherlands L/C Issuer, and bankers' acceptances issued by Netherlands Borrowers, for which Netherlands Agent and Netherlands Lenders have incurred Netherlands Letter of Credit Obligations

**Netherlands Op Co:** Resolution Europe BV

**Netherlands Security Trustee:** Netherlands Agent in its capacity as security trustee for Netherlands Lenders or its successors appointed pursuant to Section 8.6 of the US Credit Agreement

**Person:** any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof)



**Plant and Machinery:** in relation to the Company, all plant, machinery and other equipment (including the plant and machinery, if any, specified in Schedule 4 of the Debenture) and other tangible personal property (except Inventory) owned by it at any time and wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto

**Policies:** the policies of insurance in which the Company is interested (other than those policies of insurance provided for in section 2.2 of the US Credit Agreement and described in Schedule 5.18 of the US Credit Agreement or replacements thereof) details of which are set out in Schedule 5 of the Debenture, and any other policies of insurance in which the Company may now or hereafter have an interest and "Policy" shall mean each one of the Policies

**Real Property:** all freehold, heritable and leasehold properties and other real property both present and future of the Company (including the property or properties, if any, specified in Schedule 1 of the Debenture), including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein

**Remittances:** all cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, electronic payments, BACS, CHAPS and any other remittance or instrument of payment in whatever form received by any of the Beneficiaries, the Company or its agents towards discharge of a Debt

**Returned Goods:** in relation to the Company, any Goods relating to or purporting to comply with a Contract of Sale which any Debtor shall for any reason reject or return or attempt to reject or return to the Company or which the Company recovers from a Debtor.

**Securities:** in relation to the Company, all its stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise (including those details of which appear in Schedule 3 of the Debenture) and all other interests (including, but not limited to, loan capital) both present and future held by the Company in any Person and including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of, or incidental to, the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof

**Subsidiary:** with respect to any Person, (a) any corporation of which an aggregate of more than 50% of the outstanding Stock (as defined in the US Credit Agreement) having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, Stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned legally or beneficially by such Person or one or more Subsidiaries of such Person, or with respect to which any such Person has the right to vote or designate the vote of more than 50% of such Stock whether by proxy, agreement, operation of law or otherwise, and (b) any partnership or limited liability company in which such Person and/or one or more Subsidiaries of such Person shall have an interest (whether in the form of voting or participation in profits or capital contribution) of more than 50% or of which any such Person is a general partner or may exercise

the powers of a general partner Unless the context otherwise requires, each reference to a Subsidiary shall be a reference to a Subsidiary of a Borrower

**US Credit Agreement:** the US credit facility dated on or about the date of the Debenture made between Resolution Performance Products Inc , Resolution Performance Products LLC, Resolution Europe BV, the other Persons designated as credit parties, General Electric Capital Corporation, GE Leveraged Loans Limited, the other financial institutions parties thereto and GECC Capital Markets Group, Inc