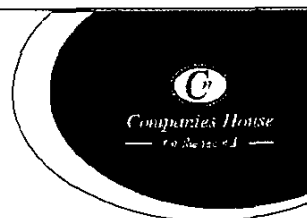


OS MG02

Statement of satisfaction in full or in part of a mortgage or charge for an overseas company



☒ **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 by an overseas company

☒ **What this form is NOT for**
You cannot use this form to register a statement of satisfaction in full or in part of a mortgage or charge for a company registered inside the UK. To do this, please use form MG01 or MG02s

FRIDAY



LD5 *L178FPA3* 20/04/2012 #120
COMPANIES HOUSE

1 Company details		For official use
Company number	F C 0 2 7 2 2 8	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Belisama Investments B V (the "Chargor")	

2 Creation of charge		① You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' or 'Standard security' ② The date of registration may be confirmed from the certificate
Date charge created	^d 1 ^d 5 ^m 1 ^m 2 ^y 2 ^y 0 ^y 0 ^y 6 /	
Description ①	Security Document (the "Deed") dated 15 December 2006 between the Chargor and Barclays Bank PLC as Chargee (the "Chargee")	
Date of registration ②	^d 0 ^d 4 ^m 0 ^m 1 ^y 2 ^y 0 ^y 0 ^y 7 /	

3 Name and address of chargee(s), or trustee(s) for the debenture holders		Continuation page Please use a continuation page if you need to enter more details
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders		
Name	Barclays Bank PLC	
Address	1 Churchill Place	
	London	
Postcode	E 1 4 5 H P	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

OS MG02

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4	Short particulars of all the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
	Please give the short particulars of the property mortgaged or charged	
Short particulars	PLEASE SEE ATTACHED CONTINUATION SHEET	
5	Satisfaction of the debt	
	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
6	Floating charge ②	
	I, being the creditor or person authorised to act on behalf of the creditor, am entitled to the benefits of the floating charge and verify that the particulars above relating to the charge and its satisfaction are correct	② Where a floating charge is being satisfied, this statement MUST be completed. If the statement cannot be readily obtained, a direction from the court is required to be submitted with this form
Signature ③	Signature X	X ③ This must be signed by a creditor or person authorised to act on behalf of the creditor
7	Signature	
	Please sign the form here	
Signature	Signature X <i>P. Radner</i> X	
	This form must be signed by a person with an interest in the registration of the charge	

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Statement of satisfaction in full or in part of a mortgage or charge for an overseas company



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 Sarah Hollinsworth

Company name Barclays

Address 5 The North Colonnade

Post town Canary Wharf

County/Region London

Postcode E 1 4 4 B B

Country UK

DX

Telephone +44 (0) 20 7773 2069



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
- ☐ The creditor or a person authorised to act on behalf of the creditor has signed the form in Section 6 (if applicable)
- ☐ 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

England and Wales.

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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)

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

Name of Company
Belisama Investments B V

Company Number
FC 027228

Short particulars of all the property mortgaged or charged

The Chargor, with full title guarantee and as security for the performance and payment of all Secured Obligations charges in favour of the Chargee by way of first floating charge (i) all Posted Collateral (as defined in Note (2)) and (ii) the Charged Rights (as defined below in Note (2)) and all rights relating thereto (including any claims, awards and judgments in favour of the Chargor)

Note (1) The Deed provides that

- 1 **Security:** The Chargor shall not create or permit to subsist any Security over any Posted Collateral or Charged Rights except for
 - (i) the Security created or expressed to be created by the Deed, and
 - (ii) any lien arising by operation of law and in the ordinary course of trading
- 2 **Disposal:** The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Posted Collateral or Charged Rights except pursuant to, or as expressly permitted or contemplated by, any Transaction Document or the Participation Agreement. For the avoidance of doubt nothing in this paragraph shall restrict the right of the Chargor to dispose of the Posted Collateral upon
 - (i) fulfilment of all conditions to the Condition Portfolio Preference A Share Transfer Deed other than the payment of the Portfolio Preference A Share Repurchase Price to Brigantia (whether to be made in cash or in specie), and
 - (ii) the Chargor having given the necessary payment or delivery instruction for payment of the Portfolio Preference A Share Repurchase Price

Any disposal of the Posted Collateral or Charged Rights following the occurrence of (i) and (ii) above or pursuant to, or as expressly permitted or contemplated by, any Transaction Document or the Participation Agreement, shall pass free and clear from all security interests, rights and undertakings created by this Deed

Note (2) In this Form, except where the context requires otherwise

"Barclays Custody Arrangements" means custody agreement between the Chargor and the Chargee dated 06 December 2006, together with the account opening mandate attached thereto, as amended from time to time

"Call Option Agreement" means the call option transaction between the Chargor and the Chargee in respect of the Posted Collateral evidenced by the confirmation entered into by the Chargor and the Chargee on 15 December 2006

"Charged Rights" means all rights relating to Posted Collateral which the Chargor may have now or in the future against the Chargee or any third party, including, without limitation

- (i) all of the Chargor's rights, title, interest and benefit, in to and under the Barclays Custody Arrangements and the Chargor's Account and

Name of Company
Belisama Investments B V

Company Number
FC 027228

Short particulars of all the property mortgaged or charged

- (ii) all rights to delivery of a security of the appropriate description which arise in connection with (a) any Posted Collateral being transferred to a clearance system or financial intermediary or (b) any interest in or to any Posted Collateral being acquired while that Posted Collateral is in a clearance system or held through a financial intermediary (but excluding, for the avoidance of doubt, its equity of redemption in relation to any security interest created by the Deed)

"Chargor's Account" means the custodial securities account (account number 74518) and cash account (account number 80137650) maintained by (and segregated in the books of) Barclays Bank PLC in the name of and on behalf of the Chargor for the deposit of the Posted Collateral pursuant to the Deed

"Distributions" means all principal, interest and other payments and distributions of cash or other property with respect to Posted Collateral. Distributions will not include any item of property acquired by the Chargee upon any distributions or liquidation of Posted Collateral, unless specified otherwise herein

"Participation Agreement" means the participation agreement dated 8 December 2006 entered into between, *inter alia*, the Chargor and the Chargee

"Portfolio" means any sterling denominated covered bonds rated at least AAA by Standard & Poor's or Aaa by Moody's or AAA by Fitch, issued by selected third party financial institutions and with the benefit of a guarantee secured by a portfolio of UK residential mortgage loans, securities or cash held in the (i) custody account with Clearstream account number 74518 and (ii) cash account with Barclays Bank PLC account number 80137650 and sort code 20-32-53

"Portfolioco Preference A Shares" means the one million (1,000,000) senior fixed rate preference A shares in the capital of the Chargor

"Portfolioco Preference A Shares Repurchase Price" means, where Portfolioco Preference A Shares have been issued, an amount equal to the lower of (i) the Portfolioco Preference A Shares Subscription Price and (ii) the Relevant Amount as determined in accordance with Clause 17 of the Participation Agreement (*Repurchase of Preference Shares*)

"Portfolioco Preference A Shares Subscription Price" means, where Portfolioco Preference A Shares have been subscribed for, an amount equal to the total par value plus share premium paid on Portfolioco Preference A Shares at the time of initial subscription for such shares

"Posted Collateral" means all the Chargor's rights, title and interest in and to any covered bonds, securities or cash (whether being Distributions (other than those for which a transfer instruction has been given by the Chargor to the Chargee in accordance with Clause 5.3 of the Deed), or proceeds of any such covered bonds or securities or otherwise) held in the Chargor's Account

"Security" means a mortgage, charge, pledge, lien or other security any obligation of any person or any other agreement or arrangement having a similar effect

"Transaction Document" means the Deed and the Call Option Agreement