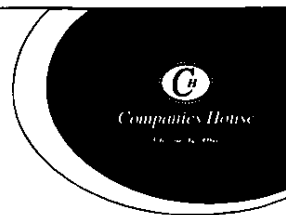


OS MG02

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 part of a mortgage or charge
by a company registered inside
the UK. To do this, please use form
MG02s.

TUESDAY



A1NK713K
A23 11/12/2012 #349
COMPANIES HOUSE

1 Company details

Company number **F C 0 2 8 9 4 6**
Company name in full **BINDEN INVESTMENTS LIMITED (THE "CHARGOR")**

For official use
→ **Filing 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 **2 1 1 0 2 0 1 0**
Description **A security deed evidencing a charge and assignment by way of first
fixed security between the Chargor and Barclays Bank Delaware, Inc**
Date of registration **0 9 1 1 2 0 1 0**

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

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 **Barclays Bank Delaware, Inc**
Address **100 S West Street, Wilmington
Delaware, United States of America**
Postcode **D E 1 9 8 0 1**

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

Pursuant to Clause 3.1 of the security deed evidencing a charge and assignment by way of first fixed security (the "Security Deed") between the Chargor and Barclays Bank Delaware, Inc (the "Secured Party"), as continuing security for the payment and discharge of the Secured Obligations, the Chargor with full title guarantee charges and assigns to the Secured Party by way of first fixed security

(a) all of its rights, title, interest and benefit, present and future, in and to the Custody Account and all property which may now or hereafter from time to time be standing to the credit of the Custody Account including all rights, moneys, securities and property whatsoever which may from time to time and at any time be distributed or derived from, accrue on, relate to or result from or be represented by the Custody Account in any way whatsoever or now or hereafter from time to time be standing to the credit of the Custody Account, and

(continued on page 4)

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

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

Signature ③

Signature

X

X

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

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

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 **Group General Counsel's Office**

Company name **Barclays Bank PLC**

Address **1 Churchill Place**

Canary Wharf

Post town **London**

County/Region

Postcode **E 1 4 5 H P**

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
- ☐ 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

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Short particulars

(b) all of its rights, title, interest and benefit, present and future, in, to, pursuant to and under the Custody Agreement including all rights to receive the delivery of any money or other assets which may become deliverable to, and the payment of any amounts which may become payable to, the Chargor thereunder and all assets delivered and payments received by the Chargor thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause property to become deliverable and payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof

The security constituted by the Security Deed is continuing security, is made for securing further advances and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part

The Security Deed contains the following undertakings pursuant to Clause 6 of the Security Deed

From the date of this Security Deed until all the Secured Obligations have been satisfied and discharged in full and the Chargor shall have no further actual or contingent liability under the Guarantee or this Security Deed

(a) the Chargor represents and warrants to the Secured Party that it is the sole absolute beneficial owner of the Charged Property free from all Security Interests (other than the security created pursuant to this Security Deed and any liens arising under the rules of any applicable clearing system), trusts, assignments and claims,

(b) the Chargor undertakes to the Secured Party that it shall not create, agree to create or permit to subsist any Security Interest (however ranking in point of priority) of any nature whatsoever (including such as arises by operation of law or any enactment) in, over or affecting the Charged Property or over its right to call for a discharge of the security hereby constituted nor deal with such right in any manner, and

(c) the Chargor undertakes that it shall not transfer, assign, convey, declare a trust over or otherwise dispose of the Charged Property or any part thereof or its right to repayment or redelivery thereof or any part thereof, or its right to call for a discharge of the security hereby constituted nor deal with such right in any manner

The Security Deed contains the following undertakings pursuant to Clause 7 of the Security Deed

The Chargor, the Secured Party and the Custodian agree that

(a) no payment, transfer or withdrawal from the Custody Account may be made by the Chargor at any time prior to the release of the security created by this Security Deed in accordance with Clause 5 (other than to the Chargor with the prior written consent of the Secured Party pursuant to Written Instructions), and

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Short particulars

b) at any time when an Enforcement Event is continuing, the Secured Party shall be entitled to notify the Custodian by Written Instruction copied to the Chargor (which notification the Custodian may rely upon without further inquiry) that an Enforcement Event is continuing,

(c) at any time when an Enforcement Event is continuing, the Custodian is entitled to and shall act upon Written Instructions received solely from the Secured Party regarding the Custody Account and the Chargor's rights under the Custody Agreement, and

(d) the Custodian shall have no obligation to act pursuant to any Written Instructions from the Secured Party if it believes in good faith that such action will violate any applicable statute, regulation, rule, order or judgment

The following defined terms are used in this Form OS MG02

"Authorised Person" shall mean any person, whether or not any such person is an officer or employee of the Secured Party duly authorised to give Written Instructions on behalf of the Secured Party, such persons and their specimen signatures to be designated in the Schedule to this Security Deed,

"Barclays" means Barclays Bank PLC, a company incorporated in England and Wales under registered number 1026167 whose registered office is at 1 Churchill Place, London E14 5HP,

"Charged Property" means the whole of the right, title, benefit and interest of the Chargor in the property, assets and rights whatsoever and wheresoever situated, present and future, charged pursuant to this Security Deed,

"Custodian" means Barclays Bank PLC, a company incorporated in England and Wales under registered number 1026167 whose registered office is at 1 Churchill Place, London E14 5HP in its capacity as custodian pursuant to the Custody Agreement,

"Custody Account" means the account or accounts opened by the Chargor with the Custodian pursuant to the Custody Agreement,

"Custody Agreement" means the custody agreement dated 21 October 2010 between the Custodian and the Chargor,

"Enforcement Event" means

(a) any failure by the Chargor to discharge the Secured Obligations when due in accordance with their terms,

(b) the Chargor is dissolved (other than pursuant to a consolidation, amalgamation or merger),

(c) the Chargor becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due,

(d) the Chargor makes a general assignment, arrangement or composition with or for the benefit of its creditors,

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(definition of "Enforcement Event" continued)

(e) the Chargor institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof,

(f) the Chargor has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger),

(g) the Chargor seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets,

(h) the Chargor has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter, or

(i) the Chargor causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (b) to (h) above (inclusive),

"Guarantee" means the guarantee entered into between the Chargor and the Secured Party dated 21 October 2010 pursuant to which the Chargor has agreed to guarantee in favour of the Secured Party the obligations of Barclays to the Secured Party in respect of the Securities SPA Documents,

"Master Securities SPA" means the securities sale and purchase agreement dated 20 October 2010, between Barclays (as seller) and the Secured Party, pursuant to which the Secured Party has agreed to purchase from Barclays and Barclays has agreed to sell certain securities from time to time provided such securities meet eligibility criteria contained in the Master Securities SPA,

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"Secured Obligations" means

(a) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and in any currency) of the Chargor to the Secured Party under the Security Documents or any other document evidencing or securing any such liabilities,

(b) all banking, legal and other costs, charges and expenses incurred by the Secured Party in connection with the protection, preservation or enforcement of its rights under the Security Documents or such other document evidencing or securing any such liabilities, and

(c) all losses and damages sustained, suffered or incurred by the Secured Party arising out of or in connection with any act, matter or thing done or omitted to be done by the Chargor under the Security Documents,

"Securities SPA Documents" means the Master Securities SPA and each Supplemental Agreement,

"Security Documents" means the Guarantee and the Security Deed,

"Security Interest" means any mortgage, lien (not being a lien arising by operation of law), pledge or other charge upon the whole or any part of the Chargor's undertaking or assets,

"Supplemental Agreement" means each supplemental agreement entered into by Barclays and the Secured Party under the Master Securities SPA pursuant to which Barclays and the Secured Party agree the terms of a sale of securities in accordance with the terms of the Master Securities SPA, and

"Written Instructions" shall mean written instructions actually received by the Custodian from an Authorised Person or from a person reasonably believed by the Custodian to be an Authorised Person by letter, facsimile transmission, electronic mail or such other method specified by the Custodian from time to time