

MR05

Statement that part or the whole of the property
charged (a) has been released from the charge
(b) no longer forms part of the company's property



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 that part or the
whole of the property charged
has either (a) been released from
the charge or (b) no longer forms
part of the company's property

☐ **What this form is NO**
You may not use this fo
register this statement
LLP Use form LL MR05

MONDAY



LD4 09/09/2013 #119
COMPANIES HOUSE

1 Company details

Company number 0 2 1 3 0 4 4 7

Company name in full STANDARD BANK PLC

23
→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation¹

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**

¹ **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ²

Charge creation date 2 6 0 7 2 0 0 7

² **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 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 trust deed (the "Trust Deed") between (1) Standard Bank Plc (the
"Issuer") and (2) Deutsche Trustee Company Limited (the
"Trustee")

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

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property

A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

The charge and assignment created pursuant to the Trust Deed is granted to the Trustee as continuing security for payment of all such sums due under the Trust Deed and the Notes

(For further details and for definitions used in this Form MR05, please see the attached continuation sheet)

Continuation page

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

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been
released from the charge (b) no longer forms part of the company's property

A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Please see attached

Name of Company

Standard Bank Plc

Company Number

2130447

Short particulars of all the property mortgaged or charged

Note: all clauses and schedules referred to in these particulars and definitions should be treated as references to clauses, sub-clauses and schedules of the Trust Deed, except to the extent that the context requires otherwise.

4 Security Interests

4.1 The Charge

The Issuer with full title guarantee and as continuing security for the payment of all sums under this Trust Deed and the Notes hereby charges in favour of the Trustee for the benefit of itself and the Noteholders by way of first fixed charge (the "**Charge**")

4.1.1 all of the Issuer's present and future rights, interests and benefits in and to (i) principal, interest and other amounts now or hereafter paid and payable by the Borrower to the Issuer as lender under the Loan Agreement, and (ii) all amounts now or hereafter paid or payable by the Borrower under or in respect of any claim, award or judgment relating to the Loan Agreement, and

4.1.2 all of the Issuer's present and future rights, interest and benefit in and to all sums held on deposit in the Lender Account together with the debt represented thereby (other than interest from time to time earned thereon),

Provided that (a) for the avoidance of doubt the Issuer shall remain legal and beneficial owner of the property subject to the Charge (the "**Charged Property**") following the creation of the Charge and (b), in the case of each of sub-Clauses 4.1.1 and 4.1.2 above, there shall be excluded from the Charge the Reserved Rights and any amounts relating to the Reserved Rights

4.2 Assignment

4.2.1 The Issuer with full title guarantee hereby assigns absolutely by way of security to the Trustee for the benefit of itself and the Noteholders all of the Issuer's present and future rights, interests and benefits whatsoever, whether proprietary, contractual or otherwise under or arising out of or evidenced by the Loan Agreement (including, without limitation, the right to declare the Loan immediately due and payable and to take proceedings to enforce the obligations of the Borrower thereunder) other than the Charged Property, the Reserved Rights and any amounts payable by the Borrower in relation to the Charged Property and the Reserved Rights (the "**Loan Administration Assignment**")

4.2.2 On the irrevocable and unconditional payment or discharge by the Issuer of all sums under this Trust Deed and the Notes and the Issuer certifying such events to the Trustee in the form set out in Schedule 11, the Trustee, at the request and cost of the Issuer (to the extent it receives funds therefor from the Borrower), shall in the form set out in Schedule 12 release, reassign or discharge the Charged Property and the Transferred Rights to, or to the order of, the Issuer provided that no such release, reassignment or discharge shall be effective unless and until any such costs are paid to or to the order of the Trustee

Name of Company

Standard Bank Plc

Company Number

2130447

Short particulars of all the property mortgaged or charged

4.4 Rights of the Issuer

4.4.1 The Issuer (save as expressly provided in this Trust Deed, the Loan Agreement or with the consent of the Trustee) shall not pledge, charge, assign or otherwise transfer or deal with the Loan or the Charged Property or any right or benefit either present or future arising under or in respect of the Loan Agreement or the Lender Account or any part thereof or any interest therein or purport to do so. Save as otherwise expressly provided in this Trust Deed, no proprietary or other direct interest in the Issuer's rights under or in respect of the Loan Agreement, the Lender Account, the Loan or the Charged Property exists for the benefit of the Noteholders.

4.4.2 Until a Relevant Event shall have occurred and be continuing, the Issuer shall (subject to the security created by the Charge in Clause 4.1) be entitled to receive the interest on and any principal of the Loan subject also to its obligations in respect of those moneys under Clause 2.3 hereof.

4.6 Enforcement of the Security

4.6.1 The security created by this Trust Deed shall become enforceable upon the occurrence and continuation of a Relevant Event.

4.6.2 Subject to the provisions of Clause 7, at any time after the occurrence and continuation of an Event of Default, the Trustee shall be entitled to declare (or require the Issuer to declare) all amounts payable under the Loan Agreement by the Borrower to be due and payable and to take proceedings (or require the Issuer to take proceedings) to enforce the obligations of the Borrower.

4.11 Further Assurance

The Issuer shall at its own cost and expense (to the extent it receives the funds therefor from the Borrower) execute and do all such assurances, acts and things as the Trustee may require (including, without limitation, the giving of notices of charge or assignment and the effecting of filings or registrations in any jurisdiction) for perfecting or protecting the Charged Property or the Transferred Rights and from time to time and at any time after the Charge or any part thereof has become enforceable or from time to time and at any time in respect of the Transferred Rights shall execute and do all such assurances, acts and things as the Trustee may reasonably require for facilitating the realisation of, or enforcement of rights in respect of, all or any of the Charged Property or Transferred Rights, as the case may be. For the purposes of this Clause 4.11, a certificate in writing signed by the Trustee to the effect that any particular assurance or thing required by it is reasonably required shall be conclusive evidence of the fact.

Definitions

"Agents" means the Principal Paying Agent and the other Paying Agents, or any of them,

"Agency Agreement" means the agreement appointing the Agents in relation to the Notes and any other agreement for the time being in force appointing Successor agents in relation to the Notes, together with any agreement for the time being in force amending, restating, supplementing or modifying with the prior written approval of the Trustee any of the aforesaid agreements in relation to the Notes,

"Borrower" means Joint-stock Bank "Pivdennyi",

Name of Company

Standard Bank Plc

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Short particulars of all the property mortgaged or charged

"Charge" has the meaning ascribed to it in Clause 4 1,

"Charged Property" has the meaning ascribed to it in Clause 4 1,

"Conditions" means, in relation to the Notes, the terms and conditions to be endorsed on the Notes, in the form or substantially in the form set out in Schedule 4, and, in relation to any Further Notes, the terms and conditions endorsed on the related Notes in accordance with the supplemental deed relating thereto or substantially in the form set out or referred to in the supplemental deed relating thereto, as any of the same may from time to time be modified in accordance with this Trust Deed, and any reference in this Trust Deed to a particular numbered Condition shall be construed in relation to the Notes accordingly and any reference in this Trust Deed to a particular numbered Condition in relation to any Further Notes shall be construed as a reference to the provision (if any) in the Conditions of such Further Notes which corresponds to the particular numbered Condition of the Notes,

"Event of Default" has the meaning ascribed to it in the Loan Agreement,

"Further Notes" means any notes of the Issuer constituted in relation to a deed supplemental to this Trust Deed pursuant to Clause 2 9 and for the time being outstanding or, as the context may require, a specific number thereof,

"Lender Account" means an account in the name of the Issuer with the Principal Paying Agent with payment being made to Deutsche Bank AG, London Branch (Lender Account number GB06DEUT40508136148511),

"Loan" means the U S \$100,000,000 loan to the Borrower made upon and subject to the terms, conditions and provisions of the Loan Agreement or, as the context may require, the aggregate principal amount thereof for the time being outstanding,

"Loan Agreement" means the loan agreement dated 20 July 2007 between the Borrower and the Issuer as lender as supplemented, amended or restated from time to time,

"Noteholder" means the bearer of a Note,

"Notes" means bearer Notes substantially in the form set out in Schedule 1 comprising the U S \$100,000,000 10 25 per cent loan participation notes due 2010 subject to and with the benefit of this Trust Deed and for the time being outstanding or, as the context may require, a specific number of them and includes any replacement Notes issued pursuant to the Conditions and the Temporary Global Note and the Permanent Global Note,

"Paying Agent" means Deutsche Bank AG, London Branch at its specified office in London or BNP Paribas (Suisse) S A , at its specified office in Switzerland, or, if applicable, any successor paying agent for the Notes as may from time to time be appointed by the Issuer (or, following the giving of notice pursuant to Clause 2 5, the Trustee),

"Permanent Global Note" means the permanent global Note which will represent the Notes, or some of them, after exchange of the Temporary Global Note, or a portion of it, substantially in the form set out in Schedule 3,

"Principal Paying Agent" means Deutsche Bank AG, London Branch at its Specified Office in London appointed as principal paying agent in relation to the Notes pursuant to the Agency Agreement or, if applicable, any Successor principal paying agent in relation to the Notes at its Specified Office,

"Relevant Event" has the meaning ascribed to it in Condition 13,

Name of Company

Standard Bank Plc

Company Number

2130447

Short particulars of all the property mortgaged or charged

"Reserved Rights" has the meaning ascribed to it in Condition 3,

"Specified Office" means, in relation to any Agent, either the office identified with its name in the Conditions of the Notes of the relevant series or any other office notified to any relevant parties pursuant to the Agency Agreement,

"Successor" means, in relation to the Agents, such other or further person or persons, as may, from time to time, be appointed pursuant to the Agency Agreement as an Agent,

"Temporary Global Note" means the temporary global Note which will represent the Notes on issue substantially in the form set out in Schedule 2, and

"Transferred Rights" means the rights and benefits transferred to the Trustee under Clause 4.2

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 02130447

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A TRUST DEED DATED THE 26th JULY 2007 AND CREATED BY STANDARD BANK PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO DEUTSCHE TRUSTEE COMPANY LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th AUGUST 2007

A handwritten signature in black ink, appearing to be 'P. G.' or similar, written in a cursive style.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

HC026B

MR05

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property

Part B Charges created on or after 06/04/2013

B1 Charge code

Charge code ¹

Please give the charge code This can be found on the certificate

				-					-				
--	--	--	--	---	--	--	--	--	---	--	--	--	--

¹ Charge code

This is the unique reference code allocated by the registrar

Part C To be completed for all charges

C1 Cease or release

Please tell us about the property or undertaking

Part of the property or undertaking charged

- ☐ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking
- ☐ has been released from the charge and no longer forms part of the company's property or undertaking

→ Go to **Section C2**

OR

All of the property or undertaking charged

- ☐ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking
- ☒ has been released from the charge and no longer forms part of the company's property or undertaking

→ Go to **Section C3**

C2 Description of assets or property ¹

Please give a brief description of assets or property released from the charge and/or a brief description of any property which has ceased to form part of the company's property or undertaking

Description of assets or property

¹ This section must be completed where part of the property or undertaking has been released from the charge or no longer forms part of the company's property or undertaking

Continuation page

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

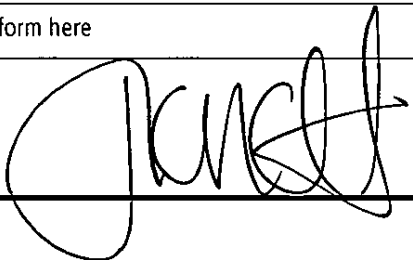
MR05

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property

C3 Details of the person delivering this statement and their interest in the charge

	Please give the name of the person delivering this statement	
Forename(s)	JENNIFER KATHERINE	
Surname	KNOTT	
	Please give the address of the person delivering this statement	
Building name/number	STANDARD BANK PLC	
Street	20 GRESHAM STREET	
Post town	LONDON	
County/Region		
Postcode	E C 2 V 7 J E	
	Please give the person's interest in the charge (e.g. chargor/chargee etc)	
Person's interest in the charge	DIRECTOR OF STANDARD BANK PLC	

C4 Signature

	Please sign the form here	
Signature	<div>Signature X  X</div>	

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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 **MRS SUSAN SMOLLETT**

Company name **STANDARD BANK PLC**

Address **20 GRESHAM STREET**

Post town **LONDON**

County/Region

Postcode **E C 2 V 7 J E**

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 completed the Description of instrument and Short particulars in Sections A2 and A3

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 boxes in Section C1
- ☐ You have given a description of assets or property released from the charge (if appropriate)
- ☐ You have given the details of the person delivering this statement in Section C3
- ☐ 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