

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 to regi
a statement of satisfaction in full
or in part of a fixed charge for a
company registered in Scotland
do this, please use form MG02s

TUESDAY



L8YFRSNC

LD4

22/03/2011

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COMPANIES HOUSE

For official use

1 Company details

Company number 0 0 9 6 6 6 0 4
Company name in full Tullett Prebon (Europe) Limited (the **Chargor**)

→ **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 2 9 0 1 2 0 0 7
Description ① Security agreement (the **Charge**)

- 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

Date of registration ② 0 5 0 2 2 0 0 7

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 Trustees of Prebon Yamane (Ex K-W) Pension Scheme
Address Level 37, Tower 42, 25 Old Broad Street, London
Postcode E C 2 N 1 H Q

Name
Address
Postcode
Name
Address
Postcode

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

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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

See continuation pages

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 Allen & Overy 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 Paula Wilson

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country 0088021-0000007

DX

Telephone 020 3088 3367



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 enquires@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 of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CREATION OF SECURITY

1.1 General

All the security created under the Charge

- (a) is created in favour of the Trustees for the benefit of the Pension Scheme,
- (b) is created over present and future assets of the Chargor,
- (c) is security for the payment of all the Secured Liabilities, and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

1.2 Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets
- (b) Except as provided below, the Trustees may by notice to the Chargor convert the floating charge created by the Chargor under this Subclause into a fixed charge as regards any of the Chargor's assets specified in that notice
 - (i) upon the Principal Employer entering into liquidation,
 - (ii) on a date which is no less than 30 days after any date on which CST plc or the Principal Employer is required pursuant to the terms of the Funding Agreement to pay an amount into the escrow account (referred to in the Funding Agreement) where CST plc or the Principal Employer (as applicable) has not paid such amount in full, and
 - (iii) on a date which is no less than 60 days after completion by the Scheme Actuary of the final calculation of the FRS 17 deficit of the Pension Scheme under clause 9 of the Funding Agreement but only if a Deficit exists in the Pension Scheme on that date
- (c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,

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under the Insolvency Act 2000

- (d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed to the Chargor or the Trustees receive notice of an intention to appoint an administrator to the Chargor
- (e) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

In this Form MG02

CST plc means Collins Stewart Tullett plc

Deficit means the deficit that exists in the Pension Scheme, calculated by the Scheme Actuary on the principles and basis set out in the Funding Agreement on an FRS 17 basis as at 31 December 2006

Funding Agreement means the agreement dated 29 January 2007 entered into by CST plc, the Trustees and Tullett Prebon (UK) Limited in which the parties set out the way in which the FRS 17 deficit in the Pension Scheme would be calculated and removed by the end of the four year period in that agreement

Pension Scheme means the Prebon Yamane (Ex K-W) Pension Scheme

Principal Employer means Tullett Prebon (UK) Limited (registered in England and Wales with company number 01908771)

Scheme Actuary means the actuary appointed to the Pension Scheme by the Trustees

Secured Liabilities means the present and future obligations and liabilities of the Principal Employer

- (a) to make a contribution to the Pension Scheme on a date which is no less than 60 days after completion by the Scheme Actuary of the final calculation of the FRS 17 deficit of the Pension Scheme under clause 9 of the Funding Agreement of the amount that may then be necessary to remove that FRS 17 deficit, and
- (b) to make payments into the escrow account (referred to in the Funding Agreement) in accordance with the terms of the Funding Agreement, and
- (c) if the Principal Employer enters into liquidation prior to the date referred to in paragraph (a) above, to make a contribution to the Pension Scheme in accordance

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with clause 9 of the Funding Agreement to meet the FRS 17 deficit of the Pension Scheme as calculated by the Scheme Actuary immediately prior to that date,

provided that the aggregate of the amount secured by the Chargor under the Charge and the amount secured by the Chargor under the TLPS Charge shall not exceed £12,500,000

TLPS Charge means the security agreement creating a floating charge dated on or about the date of the Charge granted by the Chargor to the trustees of the Tullett Liberty Pension Scheme

Trustees means the trustees of the Pension Scheme