

MR04

Statement of satisfaction in full or in part of a charge



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 of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage or
charge against an LLP Use form
LL MR04

MONDAY



A20 09/02/2015 #198
COMPANIES HOUSE

1 Company details

Company number 0 2 5 3 8 2 5 4
Company name in full Lehman Brothers International (Europe) - in administration

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 d₁ d₂ m₁ m₂ y₁ y₉ y₉ y₂ /

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 Memorandum of Mortgage dated 12th February 1992 and made
between LEHMAN BROTHERS INTERNATIONAL LIMITED (1) and
THE HONGKONG AND SHANGHAI BANKING CORPORATION
LIMITED (2)

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

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A3		Short particulars of the property or undertaking charged
		Please give the short particulars of the property or undertaking charged
Short particulars		<p>1 (a) The bearer debt securities issued or guaranteed by the government of any of the following states, namely the United Kingdom, the United States of America, Kingdom of Belgium, Kingdom of Denmark, Republic of France, Federal Republic of Germany, Republic of Italy, Japan, Kingdom of The Netherlands, Kingdom of Spain, Kingdom of Sweden and Kingdom of Switzerland and which have been agreed between the Borrower and the Bank prior to the initial utilisation under the Facility Letter (the "Original Securities")</p> <p>(b) Any other securities which the Borrower may, with the prior written approval of the Bank, substitute for the Original Securities and any additional securities which the Borrower may transfer to the Bank pursuant to the provisions of the Memorandum of Mortgage (any such securities and the Securities being referred to hereafter as the "Charged Securities"),</p> <p>See continuation sheet number 1, page 4</p>
		Continuation page Please use a continuation page if you need to enter more details

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Part B Charges created on or after 06/04/2013**B1 Charge code**

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

Charge code ①

				-					-			
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① Charge code

This is the unique reference code allocated by the registrar

Part C To be completed for all charges**C1 Satisfaction**I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box☒ In full☐ In part**C2 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) Russell

Surname Downs

Please give the address of the person delivering this statement

Building name/number 25

Street Canada Square

Post town Canary Wharf

County/Region London

Postcode E 1 4 5 L Q

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge Joint Administrator of Lehman Brothers International (Europe)
(the "Chargor")

Acting as agent without personal liability

C3 Signature

Please sign the form here

Signature

Signature

X



X

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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

Company name

Address

Post town

County/Region

Postcode

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 box in Section C1
☐ You have given the details of the person delivering this statement in Section C2
☐ 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

- (a) the terms of a Facility Letter dated 4th February, 1992 from the Bank (1) and addressed to the Borrower (2) and accepted by the Borrower on 12th February, 1992 (the "Facility Letter"), together with all expenses, including legal expenses and any VAT incurred by the Bank in connection with the negotiation and execution of the Facility Letter and the Memorandum of Mortgage; all expenses, including legal expenses and any VAT incurred by the Bank in connection with the preservation or enforcement of any of the Bank's rights under the Facility Letter and the Memorandum of Mortgage, and any stamp duty or registration or other taxes or duties to which the Memorandum of Mortgage or any Charged Securities thereunder may be subject and which are paid by the Bank; and
- (b) the Memorandum of Mortgage, together with all expenses which may be incurred by the Bank in, about or with a view to perfecting or enforcing the Security pursuant to the Memorandum of Mortgage or otherwise in connection therewith, together with interest on the amount of any payments made by the Bank in respect of such expenses at the rate agreed by the Bank and the Borrower pursuant to the terms of the Facility Letter from the date of payment by the Borrower until the date the Bank is actually repaid by the Borrower after as well as before judgment.

Names, addresses and descriptions of the mortgagors or persons entitled to the charge (continued)

**ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED**

~~CONFIDENTIAL~~

- (c) All moneys and cash deposited in any cash collateral deposit account with the Bank;
- (d) All the rights and claims, present and future, which the Borrower may have against Morgan Guaranty Trust Company of New York, Brussels Office, as Operators of the Euroclear System or against any other clearance system or settlement system (including CEDEL S.A.) or any depository therefor in respect of the Charged Securities, including all rights which the Bank may have against any clearance system or depository for delivery of Charged Securities, and
- (e) All right, title, interest and benefit, present and future, which the borrower may have in and to all moneys, rights and property whatsoever which may from time to time and at any time be distributed or derived from or accrued on, the Charged Securities in any way whatsoever, including all right to receive payment of any amounts which may become payable to the Borrower thereunder and all payments received by the Borrower thereunder and also including, without limitation, all rights to serve notices and/or make demands 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 securities and the rights, moneys and property specified in 1(a), (b), (c), (d) and (e) are hereafter referred to as the "Charged Property"

2. The charges created by the Memorandum of Mortgage are a continuing security.
3. The Memorandum of Mortgage contains a covenant that the Borrower will, during the continuance of the mortgage, forthwith sign, seal, deliver and complete all transfers, renunciations, proxies, mandates, assignments, deeds and documents and do all acts and things which the Bank may, in its absolute discretion, specify for enabling or assisting the Bank to perfect its title to the Charged Property, to vest the Charged Property in the Bank or its nominees, to exercise (or enable the nominees of the Bank to exercise) any rights or powers attaching to the Charged Property or (after any Secured Amount has become due) to sell or dispose of the Charged Property or otherwise to enforce any of the rights of the Bank thereunder.
4. The Memorandum of Mortgage contains a covenant that the Borrower will not during its continuance, create or permit to exist over all or part of the Charged Property (or any interest therein) any mortgage (other than the Memorandum of Mortgage), charge, pledge, lien, right of set-off or any security interest, whatsoever created or arising, or transfer or assign or purport to transfer or assign the Charged Property or any part thereof or interest therein.
5. The Memorandum of Mortgage contains an undertaking from the Borrower to indemnify the Bank and any nominee of the Bank on demand from and against all losses, actions, claims and liabilities which any of them may incur as holders of the Charged Property or any interest therein or in exercise of the powers contained in the Memorandum of Mortgage