

MR04

Statement of satisfaction in full or in part of a charge



Companies House

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**
You may not use this form to
register a statement of s
in full or in part of a mor
charge against an LLP U
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WEDNESDAY



A22 *A410LT85* #239
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

80

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation

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**

❶ **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 ❶
Charge creation date 1 1 0 4 2 0 0 1

❶ **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 Shares Account Pledge Agreement between the Chargor and the
Lender (as defined below) (the "Pledge")

Bayerische Hypo- Und Vereinsbank AG (the "Lender"), London
Branch,
Vintners' Place
68 Upper Thames Street,
London

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

Please see continuation sheets

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

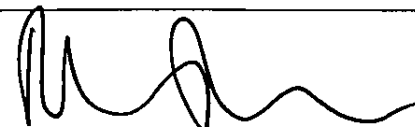
C3 Signature

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

As security for the payment and discharge of the Secured Obligations, the Chargor pledged the Securities Account together with all the Shareholder Interest and the Related Rights (collectively referred to as the "Collateral"), in favour of the Lender pursuant to Article L. 334 of the French Financial and Monetary Code (formerly Article 29 of Law n° 83-1 of 2nd January, 1983, as amended by Law n° 96-597 of 2nd July, 1996).

The Pledge includes an undertaking from the Charger not to

- (a) sell or otherwise dispose of all or any of its ownership of or rights to the Collateral, other than in accordance with the French Collateral Management Agreement, and
- (b) create or permit the creation or subsistence of any lien, security interest or other charge or encumbrance over the Collateral, except for the pledge created under the Pledge

until the Chargor has received notice in writing from the Lender that the Security Period has ended

The terms used in this Companies form 395 have the meanings set out below

"Cash Charge" means the Charge on Cash or the German Security Agreement, as the context requires,

"Charge on Cash" means the charge on cash entered into between the Chargor and the Lender as security for the Chargor's obligations under the Finance Documents.

"Collateral Management Agreement" means the French Collateral Management Agreement, the German Collateral Management Agreement or, as the case may be, the Italian Collateral Management Agreement,

"Dividends" means all dividends, interest and other rights as well as all dividends, interest and other distributions (*fruits et produits*) relating to the Shareholder Interest,

"Facility Agreement" means the facility agreement dated 11th April, 2001 between the Chargor and the Lender,

"Finance Document" means the Facility Agreement, any Collateral Management Agreement entered into in connection with the Facility Agreement, each Security Document or any other document designated as such by the Lender and the Chargor,

"French Collateral Management Agreement" means any agreement between the Chargor, the Lender and the French Custodian, pursuant to which the French Custodian provides valuation and monitoring services in respect of the French Pledged Shares and French Deposited Cash.

"French Custodian" means Société Générale, a *société anonyme*, with capital of €528 749 122 50, registered under the single identification number 552 120 222 R C S Paris, registered office 29 boulevard Haussmann, Paris.

"**French Deposited Cash**" means all sums from time to time standing to the credit of the French Dollar Deposit Account and the French euro Deposit Account and the debt represented thereby

"**French Dollar Deposit Account**" means the Dollar denominated account in the name of the Chargor with the French Custodian at its branch in London with the account number specified in paragraph 2 of Schedule 1 of the Charge on Cash and includes any renewal or redesignation thereof.

"**French Eligible Shares**" means any shares which satisfy the criteria set out in paragraph 10 of Schedule 1 of the Facility Agreement.

"**French euro Deposit Account**" means the euro denominated account in the name of the Chargor with the French Custodian at its branch in London with the account number specified in paragraph 3 of Schedule 1 of the Charge on Cash and includes any renewal or redesignation thereof,

"**French Share Pledge**" means the Pledge and any deed of pledge (*acte de nantissement de compte d'instruments financiers*) entered into between the Lender and the Chargor under which French Eligible Shares are pledged as security by the Chargor to the Lender,

"**German Collateral Management Agreement**" means any agreement between the Chargor, the Lender and the German Custodian, pursuant to which the German Custodian provides valuation and monitoring services in respect of the German Pledged Shares and German Deposited Cash,

"**German Custodian**" means BNP Paribas of 16 boulevard des Italiens, 75009 Paris, France,

"**German Deposit Accounts**" means each of the German Dollar Deposit Account and German euro Deposit Account and any present and future related accounts held with the German Custodian

"**German Deposited Cash**" means all sums from time to time standing to the credit of the German Security Agreement

"**German Dollar Deposit Account**" means Dollar denominated account in the name of the Chargor with the German Custodian with the account number specified the German Security Agreement

"**German Eligible Shares**" means any shares which satisfy the criteria set out in paragraph 11 of Schedule 1 of the Facility Agreement

"**German euro Deposit Account**" means the euro denominated account in the name of the Chargor with the German Custodian with the account number specified the German Security Agreement

"**German Security Agreement**" means any deposit account and securities account pledge agreement entered into between the Chargor as pledgor and the Lender as pledgee in connection with the Facility Agreement regarding accounts and securities held or deposited with the German Custodian,

"**Italian Collateral Management Agreement**" means any agreement between the Chargor, the Lender and the Italian Custodian, pursuant to which the Italian Custodian provides valuation and monitoring services in respect of the Italian Pledged Shares and Italian Deposited Cash,

"**Italian Custodian**" means Citibank, N A (Milan branch),

"**Italian Deposited Cash**" means all sums from time to time standing to the credit of the Italian Dollar Deposit Account and the Italian euro Deposit Account, and the debt represented thereby

"**Italian Dollar Deposit Account**" means the Dollar denominated account in the name of the Chargor with the Italian Custodian at its branch in London with the account number specified in paragraph 4 of Schedule 1 of the Charge on Cash, and includes any renewal or redesignation thereof

"**Italian euro Deposit Account**" means the euro denominated account in the name of the Chargor with the Italian Custodian at its branch in London with the account number specified in paragraph 5 of Schedule 1 of the Charge on Cash, and includes any renewal or redesignation thereof

"**Italian Eligible Shares**" means any shares which satisfy the criteria set out in paragraph 12 of Schedule 1 of the Facility Agreement

"**Italian Master Share Pledge**" means any Italian master pledge agreement between the Chargor, the Lender and the Italian Custodian under which Italian Eligible Shares are pledged as security by the Chargor to the Lender,

"**Italian Share Pledge**" means the Italian Master Share Pledge or each Italian Supplemental Share Pledge,

"**Italian Supplemental Share Pledge**" means each share pledge given by the Chargor in accordance with Clause 2.2 or 4.2 of the Italian Master Share Pledge;

"**Loan**" or "**Loans**" means the principal amount of each borrowing by the Chargor under the Facility Agreement,

"**Pledged Shares**" means

-
- (a) when designated "**French Pledged Shares**", the French Eligible Shares which are pledged to the Lender as security for the Chargor's obligations under the Finance Documents,
 - (b) when designated "**German Pledged Shares**", the German Eligible Shares which are pledged to the Lender as security for the Chargor's obligations under the Finance Documents, or
 - (c) when designated "**Italian Pledged Shares**", the Italian Eligible Shares which are pledged to the Lender as security for the Chargor's obligations under the Finance Documents,

and "**Pledged Shares**" means each or all of the French Pledged Shares, German Pledged Shares or Italian Pledged Shares, as the context requires,

"**Related Rights**" means any revenues or proceeds arising or generated in respect of the Shareholder Interest, including but not limited to, Dividends, amortisation, reimbursement and other cash distributions,

"**Securities Account**" means the shares account ("*compte d'instruments financiers*") within the meaning of Article L 431-4 of the French Financial and Monetary Code (formerly Article 29 of Law n° 83-1 dated 3rd January, 1983, as amended by Law n° 96-597 dated 2nd July 1996), opened in the books of the French Custodian in the name of the Chargor number 0528267043318 and to which the Shareholder Interests have been (and shall be) credited, and which shares account is pledged, in accordance with the terms of the Pledge,

"**Security Document**" means a Share Pledge, a Cash Charge or any other document evidencing or creating a Security Interest over any asset of the Chargor to secure any obligations of the Chargor to the Lender under the Finance Documents,

"Security Period" means the period beginning on the date of the Pledge and ending on the date the Lender is satisfied that all the Secured Obligations have been unconditionally and irrevocably repaid in full.

"Share Pledge" means any French Share Pledge, German Security Agreement or Italian Share Pledge and

"Shareholder Interest" means the Shares held by the Chargor in its capacity as shareholder and subscriber, together with all shares, other shareholder interests (*instruments financiers*) and other securities (*valeurs mobilières*) whether present or future, actual or contingent, from time to time credited to the Securities Account in accordance with the terms of the Pledge and L. 431-4 of the French Financial and Monetary Code (formerly Article 29 of the Law n°83-1 of 3rd January, 1983, as amended by the Law no. 96-597 of 2nd July, 1996).

"Shares" means the shares which will be initially described in paragraph 3 of the Statement of Pledge (as described in Clause 5 (b) of the Pledge) once executed, which according to the terms of the Pledge will be deposited with the French Custodian and held in the Securities Account.