

OS MG02

Statement of satisfaction in full or in part of a mortgage or charge for an overseas company



Companies House

☒ **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 on a company registered inside the UK. To do this, please use form N or MG02s

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29/09/2016

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COMPANIES HOUSE

1 Company details

Company number F C 0 2 6 1 1 2

Company name in full LBI EHF (nee Landsbanki Islands hf - "the Chargor")

For official use

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 19 05 2008

Description 1 A deed of charge dated 19 May 2008 between the Chargor and JP

Morgan Chase Bank, National Association, London Branch

Date of registration 2 21 05 2008

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 JP Morgan Chase Bank, National Association, London Branch

Address 125 London Wall

London

Postcode EC 2 Y 5 A J

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	<p>The Chargor (Landsbank Islands hf), as continuing security for payment of the Secured Liabilities, with full title guarantee, has, from the date of the Charge, pledged and charged by way of first fixed legal mortgage (in priority to all other security whatsoever, whether fixed or floating) all Charged Assets. For the avoidance of doubt, the Security will not be automatically discharged if, at any time after the date of the Charge, there shall be no Secured Liabilities or Charged Assets but shall continue so as to provide security for any Secured Liability arising at any time after the date of the Charge and/or as the case may be over any Charged Asset acquired by the Chargor at any time after the date of the Charge</p> <p>NB (1) None of the Charged Assets shall, during the continuance of the Charge or until the Secured Liabilities have been duly and properly paid in full be capable of being withdrawn, assigned or otherwise disposed of or encumbered except with the Bank's consent or as otherwise specifically provided in the Charge or the Global Custody and Clearance Agreement. Any such consent (and any payment whether with or without such consent) shall operate as a release of the particular Charged Assets only (2) the Charge contains a covenant for further assurance and a negative pledge (3) Please see the attached Schedule for definitions</p>		
5	Satisfaction of the debt		
	<p>I confirm that the debt for which the charge described above was given has been paid or satisfied ❶</p> <p><input checked="" type="checkbox"/> In full <input type="checkbox"/> In part</p>	❶ Please tick one box only	
6	Floating charge ❷		
Signature ❸	<p>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</p> <p>Signature X</p>		<p>❷ 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</p> <p>❸ This must be signed by a creditor or person authorised to act on behalf of the creditor</p>
7	Signature		
	Please sign the form here		
Signature	<p>Signature X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>		

***Schedule to a Form 395 in respect of a Deed of Charge dated 19 May 2008 granted by
Landsbanki Islands HF (Company Number - FC026112).***

In this form 395

"Account" means a Securities Account or a Cash Account opened by the Bank in its books and records in the name of the Chargor, or at its reasonable request in any other name, pursuant to the Global Custody and Clearance Agreement,

"Cash Account" means an Account reflecting cash in any currency received by the Bank or any Sub-Custodian or Securities Depository or other agents for the account of the Chargor,

"Charged Assets" means

- (a) all Securities and all other investments, cash balances in whatever currency credited to a Securities Account or a Cash Account in the name of or otherwise attributable to the Chargor,
- (b) all dividends, distributions and interest on and other proceeds of any Charged Asset, whether capital or income,
- (c) all property distributed, paid, accruing or offered at any time on, to, in respect of or in substitution for, any of the Charged Assets,
- (d) all monies, debts, claims, investments and other property whatsoever from time to time deposited with or held by the Bank or for the Bank's account or to its order or owed or owing to the Bank in whatever capacity or owing by the Bank to the Chargor, and
- (e) all documents related to any of the above from time to time held by, or for the account or to the order of the Bank,

and, in each case (a) to (e), the claims represented thereby against any agent, clearing system, depositary, sub-custodian, bank or other third party. The term Charged Assets includes all right, title and interest thereto, PROVIDED HOWEVER that where the Chargor has notified the Bank that the Chargor is a custodian regulated by the FSA or by another regulator which does not permit any lien or right of retention or sale to subsist over securities which have been fully paid for, and the Bank has agreed to designate one or more accounts as "Segregated" and not subject to the Security created by the Charge it is agreed that all assets credited to any account which is so designated as a "Segregated" account and all dividends, distributions and interest on and other proceeds of any assets so credited, whether capital or income and all documents of title thereto shall not be Charged Assets,

"Global Custody and Clearance Agreement" means the agreement of that name entered into between the Bank and the Chargor pursuant to which the Bank provides global custody and clearance facilities to the Chargor and includes all addenda thereto entered into from time to time between the Bank and the Chargor,

"Securities" means shares, stocks, debentures, bonds, notes, mortgages or other like obligations and any certificates, receipts, warrants or other instruments representing rights to receive, purchase or subscribe for the same,

"Securities Account" means an Account evidencing any Securities held by the Bank or any branch of the Bank on behalf of the Chargor or held by a Sub-Custodian or Securities Depository for the Bank on behalf of the Chargor,

"Securities Depository" means any securities depository, settlement system, dematerialised book entry system or similar system,

"Security" means the charge, pledge and other security interests created under or pursuant to the Charge, and

"Sub-Custodian" means the entities listed in Schedule 1 of the Global Custody and Clearance Agreement and such other entities as the Bank may appoint from time to time

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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 Emma Quig

Company name LBI ehf, London Branch

Address c/o Henry Wood House

2 Riding House Street

Post town London

County/Region London

Postcode

W 1 W 7 F A

Country United Kingdom

DX

Telephone 0207 866 5097



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