

MR04

BLUEPRINT

OneWorld

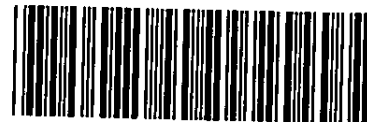
Statement of satisfaction in full or in part of a charge

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 satis
in full or in part of a mortga
charge against an LLP Use f
LL MR04

THURSDAY



RCS

R43ITA55

19/03/2015

#28

COMPANIES HOUSE

1 Company details

Company number 0 1 3 4 5 6 7 0

Company name in full John Laing Limited

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

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 2 0 0 2 2 0 1 3

A2 Charge number

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

Charge number* 7

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidencedInstrument description Charge over Accounts dated 20 February 2013 (the "Security
Document") between John Laing Public Limited Company (now John
Laing Limited) and Barclays Bank PLC (the "Back-Up Provider")**Continuation page**Please use a continuation page if
you need to enter more details

MR04

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

The "Liabilities" which is defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company to the Back-Up Provider (in its capacity as such) under or in connection with any Relevant Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

(Please see Note (1) of the continuation pages for definitions (to the extent not already defined)

Continuation page

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

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

□ □ □ □ - □ □ □ □ - □ □ □ □

① Charge code

This is the unique reference code allocated by the registrar

MR04

Statement of satisfaction in full or in part of a charge

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

Name

CAROLYN CATTERMOLE

Please give the address of the person delivering this statement

Building name/number

JOHN LAING LIMITED

Street

1 KINGSWAY

Post town

LONDON

County/Region

Postcode

W C 2 B 6 A N

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

Person's interest in
the charge

DIRECTOR OF THE CHARGOR

C3**Signature**

Please sign the form here

Signature

Signature

X C.T. Cattermole

X

MR04

Statement of satisfaction in full or in part of a charge

**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 MARIA LEWIS

Company name JOHN LAING LIMITED

Address 1 KINGSWAY

Post town LONDON

County/Region

Postcode W C 2 B 6 A N

Country UNITED KINGDOM

DX

Telephone 020 7901 3378

**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 given the charge number (if appropriate)
 - ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4
- ☐ **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

Short particulars of all the property mortgaged or charged

Continuation page (1)

John Laing Public Limited Company

1 FIXED CHARGE

The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Back-Up Provider by way of first fixed charge, each Collateral Account, all its present and future right, title and interest in or to any Collateral Account and all amounts (including interest) now or in the future standing to the credit of or accrued or accruing on any Collateral Account

Note (1): In this Form, except to the extent that the context requires otherwise

"**Borrower**" has the meaning given to it in the Facility Agreement

"**Collateral Accounts**" means each of the accounts in the name of the Company held at the Back-Up Provider for the purpose of receiving or holding cash collateral as contemplated by the Facility Agreement, and includes the Borrower's interest in any replacement account or sub-division or sub-account of any such account

"**Collateral Loan**" has the meaning given to it in the Facility Agreement

"**Facility Agreement**" means the £285,000,000 facility agreement dated 20 February 2013 entered into between, amongst others, John Laing Public Limited Company and John Laing Investments Limited as borrowers and guarantors, Barclays Bank PLC, HSBC Bank plc, The Royal Bank of Scotland plc and Australia New Zealand Banking Group Limited as mandated lead arrangers and Barclays Bank PLC as facility agent

"**Letter of Credit**" has the meaning given to it in the Facility Agreement

"**Relevant Document**" means

- (a) each Relevant Letter of Credit,
- (b) the Facility Agreement,
- (c) the Security Document, and
- (d) any other document designated as such by the Back-up Provider and the Company

"**Relevant Letter of Credit**" means each Letter of Credit in respect of which, as contemplated by the Facility Agreement, the Company has provided cash cover (including from the proceeds of any Collateral Loan) to the Back-Up Provider

Short particulars of all the property mortgaged or charged

Continuation page (2)

John Laing Public Limited Company

Note (2): The Security Document provides that

- 1 **Security:** The Company shall not create or permit to subsist any Security over any Charged Asset except for the Charges
- 2 **Disposal:** The Company shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of any Charged Asset except as required by Clause 4.5 (*Further assurance*) of the Security Document and shall ensure that it is, at all times, the sole, absolute, legal and beneficial owner of the Charged Assets
- 3 **Further assurance.** The Company shall promptly do whatever the Back-Up Provider reasonably requires
 - (a) to perfect or protect the Charges or the priority of the Charges, or
 - (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Back-Up Provider or any Delegate,including executing any transfer, charge, assignment or assurance of the Charged Assets (whether to the Back-Up Provider or its nominees or otherwise), making any resignation and giving any notice, order or direction

For the purposes of this Note (2)

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect

"Delegate" means any person to whom the Back-Up Provider has delegated any rights exercisable by the Back-Up Provider under the Security Document. Any such delegation may be made upon such terms and conditions as the Back-Up Provider thinks fit