

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 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.

FRIDAY



A08 *A8WUUGNU* #284
COMPANIES HOUSE

1 Company details

Company number 0 3 9 3 8 2 8 8

Company name in full Bradford & Bingley PLC

2
→ **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**

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 4 2 0 0 8

A2 Charge number

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

Charge number* 2

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced.

Instrument description A deed of assignment dated 20 April 2008 between Bradford &
Bingley PLC and Barclays Bank PLC

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

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A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

1. Assignments

1.1 Assignments

Pursuant to the Deed of Assignment, the Assignor has assigned absolutely to the Security Trustee with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 all of its rights, title, interest, and benefits under the LLP Deed, together with the benefit of all powers and remedies for enforcing the same.

1.2 Re-assignment

Notwithstanding the absolute assignment provided in Clause 3.1 of the Deed of Assignment (Assignment), if at any time the whole of the Secured Obligations have been paid or discharged in full and the Secured Parties are under no commitment, obligation or liability under the Senior Facility Agreement to lend money or provide other financial accommodation to the Assignor, the Security Trustee shall, at the request and cost of the Assignor, re-assign the Assigned Property to the Assignor without any representation, recourse or warranty or otherwise unconditionally and irrevocably discharge this security.

(see continuation pages)

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.

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Part C To be completed for all charges

C1 Satisfaction

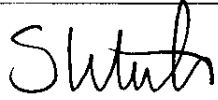
I confirm that the debt for the charge as described has been paid or satisfied.
Please tick the appropriate box.

- ☒ 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	Barclays Bank PLC	
	Please give the address of the person delivering this statement	
Building name/number	9th Floor, 5	
Street	The North Colonnade	
Post town	Canary Wharf	
County/Region	London	
Postcode	E 1 4 4 B B	
	Please give the person's interest in the charge (e.g. chargor/chargee etc).	
Person's interest in the charge	Chargee	

C3 Signature

	Please sign the form here.	
Signature	Signature X  SEAN WHITE 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 Jonathan Bell

Company name Weil Gotshal & Manges (London) LLP

Address 110 Fetter Lane

Post town London

County/Region London

Postcode E C 4 A 1 A Y

Country United Kingdom

DX

Telephone 02079031180



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

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A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p>2. Continuing Security</p> <p>2.1 Continuing Security</p> <p>The security constituted by the Deed of Assignment shall be continuing security which shall extend to all the Secured Obligations, shall not be considered as satisfied or discharged by any intermediate payment or settlement of all or any of the Secured Obligations and is in addition to and independent of and shall not prejudice, affect or merge with any other security which the Security Trustee may hold at any time for any of the Secured Obligations.</p> <p>2.2 Breaking of Accounts</p> <p>If the Security Trustee receives notice of any Encumbrance (other than an Encumbrance created pursuant to this Assignment) created after the date of the Deed of Assignment and affecting any of the Assigned Property or if the security constituted in the Deed of Assignment ceases to be continuing security</p> <p>(a) the Security Trustee may open a new account or accounts in respect of any or all of the Secured Obligations, and if it does not do so it shall be treated as if it had done so at the time it received such notice or at the time such security ceased to be continuing and</p> <p>(b) all payments made by the Assignor to the Security Trustee after the Security Trustee receives such notice shall be credited, or shall be treated as having been credited, to a new account and not as having been applied in or towards payment of all or any of the Secured Obligations.</p> <p>2.3 Avoided Payments</p> <p>Where any reassignment or discharge or other arrangement in respect of any of the Secured Obligations or any security the Security Trustee may hold for any of the Secured Obligations is made in reliance on any payment, security or other disposition which is avoided or must be restored in an insolvency, liquidation or otherwise without limitation, the Deed of Assignment shall, whether or not the Security Trustee has conceded or compromised any claim that any payment, security or other disposition will or should be avoided, continue as if such discharge or other arrangement had not been made.</p> <p>2.4 Appropriations</p> <p>Until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, the Security Trustee may refrain from applying or enforcing any other moneys, security or rights held or received by it in respect of the Secured Obligations or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) subject to Clause 11 of the Deed of Assignment (Application of Proceeds). Any such appropriation shall override any purported appropriation by the Assignor, and the Assignor shall not be entitled to the benefit of the same.</p> <p>2.5 Suspense Account</p> <p>Until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, the Security Trustee may hold in a suspense account any moneys received from the Assignor or otherwise in respect of any of the Secured Obligations provided that amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Security Trustee to be a fair market rate.</p>	

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Short particulars	<p>3. Undertakings</p> <p>3.1 Negative Pledge Pursuant to the Deed of Assignment the Assignor has agreed that it shall not, except pursuant to Clause 3 1 of the Deed of Assignment (Assignment) create or agree or attempt to create or permit to exist (in favour of any person other than the Security Trustee), any Encumbrance (other than a Permitted Encumbrance) over the whole or any part of the Assigned Property or agree to do so.</p> <p>3.2 Notice of Assignment Pursuant to the Deed of Assignment the Assignor has agreed that it shall promptly after execution of the Deed of Assignment give notice of the assignment pursuant to Clause 3 of the Deed of Assignment (Assignments) of its rights, title and interest in and to the LLP Deed, by sending a notice duly completed in the form of Part 1 of Schedule 2 (Notice of Assignment of the LLP Deed) of the Deed of Assignment to each other party to the LLP Deed. The Assignor also agreed that it shall use its reasonable endeavours to procure that, within ten (10) days of the date of the Deed of Assignment, each such other party acknowledges such notice in the form of Part 2 of Schedule 2 (Form of Acknowledgement of Assignment of the LLP Deed) of the Deed of Assignment.</p> <p>4. Receiver</p> <p>4.1 Appointment of Receiver Pursuant to the Deed of Assignment it is agreed that, at any time after the occurrence of an Event of Default or if an application is made for the appointment of or notice is given of intention to appoint an administrator in respect of the Assignor or if the Assignor so requests, the Security Trustee may without further notice appoint under seal or in writing under its hand any one or more qualified persons to be a Receiver of all or any part of the Assigned Property in like manner in every respect as if the Security Trustee had become entitled under the Law of Property Act 1925 to exercise the power of sale thereby conferred. In this paragraph "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any company with respect to which he is appointed or (as the case may require) an administrative receiver of any such company.</p> <p>5. Further Assurances</p> <p>5.1 Each Assignor agreed pursuant to the Deed of Assignment that it shall, at its own expense from time to time, execute and give all such assurances and do all acts and things as the Security Trustee may require or consider desirable under the laws of any Jurisdiction governing the Assigned Property to enable the Security Trustee to perfect or protect the security intended to be created hereby over the Assigned Property or any part thereof or to facilitate the sale of the Assigned Property or any part thereof or the exercise by the Security Trustee of any of the rights powers, authorities and discretions vested in it or any Receiver of the Assigned Property or any part thereof or any such delegate or sub-delegate as aforesaid, including to facilitate vesting all or part of such assets in the name of the Security Trustee or in the names of its nominee, agent or any</p>	

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Short particulars

purchaser. To that intent, without prejudice to the generality of the foregoing and subject to the terms and conditions set out in the other Clauses of the Deed of Assignment, each Assignor agreed it shall execute all transfers, sales, dispositions and appropriations (whether to the Security Trustee or otherwise) and shall give all notices, orders and directions and make all registrations which the Security Trustee may (in its absolute discretion) consider expedient.

5.2 Without prejudice to the generality of Clause 7.1 of the Deed of Assignment but subject to the other terms and conditions of the Deed of Assignment, each Assignor agreed it will forthwith at the request of the Security Trustee execute an assignment or other security at any time over all or any of the Assigned Property subject to or intended to be subject to the security constituted by this Assignment in such form as the Security Trustee may require but containing terms no more onerous than those in this Assignment.

6. Power of Attorney

6.1 Appointment

Pursuant to the Deed of Assignment the Assignor has, by way of security and in order more fully to secure the performance of its obligations under the Deed of Assignment, irrevocably appointed the Security Trustee and every Receiver of the Assigned Property (or any part thereof) and every delegate or sub-delegate thereof appointed under the Deed of Assignment to be its attorney acting severally, and on its behalf and in its name or otherwise to execute and do all such assurances, acts and things which the Assignor is obliged to do under the covenants and provisions contained in this Assignment (including without limitation, to make any demand upon or to give any notice or receipt to any person owing moneys to the Assignor and to execute and deliver any assignments) and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to the Deed of Assignment or by statute on the Security Trustee or any such Receiver, delegate or sub-delegate and (without prejudice to the generality of the foregoing to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may reasonably deem proper in or for the purpose of exercising any of such powers, authorities and discretions.