

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.
LL MR04.

WEDNESDAY



A25 *A78YG1VD* #272
27/06/2018
COMPANIES HOUSE

2

1 Company details

Company number 0 4 3 6 8 6 0 8
Company name in full ELDON STREET (BIRCHIN) LIMITED

→ **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 5 0 3 2 0 0 3

A2 Charge number

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

Charge number*

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 DEED OF CHARGE MADE BETWEEN ELDON STREET
(BIRCHIN) LIMITED AND ANGLO IRISH BANKING
CORPORATION PLC (THE "CHARGE ON SHARES")

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

PLEASE SEE THE ATTACHED SCHEDULE

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.

SCHEDULE – Short particulars of the property charged

1. Definitions

In this deed:

"Bank" has the meaning given to that term in the Agreement;

"Beneficiaries" has the meaning given to such term in the Agreement;

"Charged Property" means the assets charged to the Agent by this deed;

"Enforcement Event" means any of the following events:

- (a) a failure by the Borrower or the Chargor to pay any Secured Liability on the date on which it is due;
- (b) a failure by the Borrower or the Chargor to pay on demand any Secured Liability which is payable on demand; or
- (c) any event by virtue of which any Secured Liability becomes due before the date on which it would otherwise be due for payment;

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, lien, trust, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and lease back or sale and repurchase arrangement) having or intended to have a similar effect;

"Finance Documents" has the meaning given to such term in the Agreement;

"Investments" means 4,900 ordinary shares of £0.10 each (designated as Eldon Shares) in the issued share capital of the Borrower and any income, offer, right or benefit in respect of any such investment;

"LPA" means the Law of Property Act 1925;

"Receiver" means any receiver appointed over any Charged Property whether under this deed or by order of the court on application by the Agent and includes a receiver and manager;

"Secured Liabilities" means all liabilities of the Borrower or the Chargor owed or expressed to be owed to the Beneficiaries under or in connection with the Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity including, in the case of the Borrower, anything which would have been a liability but for the fact that it is or becomes void, voidable, invalid, unenforceable or otherwise irrecoverable and any cost, loss or liability suffered by any Beneficiary if such liability is or becomes void, voidable, invalid, unenforceable or otherwise irrecoverable;

"Security Documents" means this deed and any other document which grants security rights or rights by way of guarantee and/or indemnity or other assurance against loss in respect of any liabilities of the Chargor or the Borrower under the Finance Documents;

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same); and

"Value Added Tax" means value added tax or any other tax substituted for that tax or in respect of supplies, turnover or value added sales.

2. Security

2.1 As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee charges to the Agent as trustee for the Beneficiaries by way of fixed charge:

- (a) the Investments; and
- (b) all dividends, interest and other money payable to the Chargor in respect of the Investments.

2.2 In recognition of the Chargor's willingness to grant the security constituted by this deed, the Agent and each other Beneficiary is prepared to limit its recourse against the Chargor under this deed as provided in clause 2.3.

2.3 Notwithstanding any other provision of the Finance Documents to the contrary, all amounts payable or expressed to be payable to or for the account of a Beneficiary by the Obligors under the Finance Documents shall be payable by the Chargor only from and to the extent of the Charged Property and any proceeds of realisation or enforcement of any security constituted in favour of the Agent by this deed.

2.4 For the avoidance of doubt, nothing in clause 2.3 shall limit or restrict any claims which the Agent or any other Beneficiary may have against the Chargor for any breach by the Chargor of the terms of this deed.

3. Negative Covenants

3.1 The Chargor shall not except with the prior written consent of the Agent or as permitted by the Finance Documents:

- (a) sell, transfer or otherwise dispose or purport to dispose of any interest in or grant any right over any Charged Property; or
- (b) create, agree to create or allow to remain outstanding any Encumbrance over any Charged Property.

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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

ELDON STREET (BIRCHIN) LIMITED

Please give the address of the person delivering this statement

Building name/number

LEHMAN BROTHERS

Street

LEVEL 23

25 CANADA SQUARE

Post town

LONDON

County/Region

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

CHARGOR

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 | E MACLEOD |
| Company name | REED SMITH LLP |
| | |
| Address | THE BROADGATE TOWER |
| 20 PRIMROSE ST | |
| | |
| Post town | LONDON |
| County/Region | |
| Postcode | E C 2 A 2 R S |
| Country | |
| DX | |
| Telephone | 0203 116 3000 |



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