

MG02

Statement of satisfaction in full or in part of mortgage or charge

BLUEPRINT**OneWorld**

☒ **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

☐ **What this form is NOT for**
You cannot use this form to re-
a statement of satisfaction in
or in part of a fixed charge for
company registered in Scotlan
do this, please use form MG0

MONDAY

AILSVZML

A29

28/11/2011

167

COMPANIES HOUSE

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

2 The date of registration may be
confirmed from the certificate

Continuation page

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

1 Company details

Company number 0 5 2 7 9 5 3 3

Company name in full CBRAIL (CAESAR) LIMITED

2 Creation of charge

Date charge created d 1 d 7 m 1 m 1 y 2 y 0 y 0 y 4

Description 1 A CORPORATE DEBENTURE

Date of registration 2 d 1 d 9 m 1 m 1 y 2 y 0 y 0 y 4

**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 BANK OF SCOTLAND STRUCTURED ASSET FINANCE LIMITED

Address P O BOX 39900, LEVEL 7, BISHOPSGATE EXCHANGE,

155 BISHOPSGATE, LONDON

Postcode E C 2 M 3 Y B

Name

Address

Postcode

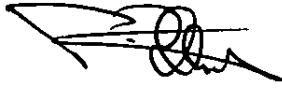
Name

Address

Postcode

MG02

Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
	Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>Fixed Charges The Company, with full title guarantee charges to the Security Trustee as a continuing security for the payment and discharge of the Secured Obligations</p> <p>1 a first fixed charge over the assets and equipment (if any) specified in Schedule 1 of the Debenture and the benefit of the rights and interests of the Company in all contracts and warranties relating to the same</p> <p>2 a first fixed charge over all assets and equipment (other than those specified in Schedule 1 to the Debenture) now or from time to time hereafter owned by the Company or in which the Company has an interest and the benefit of the rights and interests of the Company in all contracts and warranties relating to the same,</p> <p>3 a first fixed charge over all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person now or from time to time hereafter owned by the Company or in which the Company has an interest, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof,</p> <p>4 a first fixed charge over all moneys from time to time payable to the Company under or pursuant to the Insurances excluding Insurances in respect of third party liability including without limitation to the right to the refund of any premiums,</p> <p>5 a first fixed charge over the goodwill and uncalled capital of the Company,</p> <p>See continuation sheet</p>		
5	Satisfaction of the debt		❶ Please tick one box only
	I confirm that the debt for which the charge described above was given has been paid or satisfied ❶ <input checked="" type="checkbox"/> In full <input type="checkbox"/> In part		
6	Signature		
Signature	<p data-bbox="368 1727 624 1753">Please sign the form here</p> <p data-bbox="368 1783 432 1798">Signature</p> <div data-bbox="368 1809 1139 1899"> X  X </div> <p data-bbox="368 1921 1086 1984">This form must be signed by a person with an interest in the registration of the charge</p>		

MG02

Statement of satisfaction in full or in part of mortgage or 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	PAUL GITTINS
Company name	LLOYDS BANKING GROUP PLC
Address	1ST FLOOR EAST TOWER HOUSE CHARTERHALL DRIVE
Post town	CHESTER
County/Region	CHESHIRE
Postcode	C H 8 8 3 A N
Country	ENGLAND
DX	
Telephone	01244 693328



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
- ☐ 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

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>6 a first fixed charge over all patents, trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property, in each case now or from time to time hereafter owned by the Company</p> <p>Floating Charge The Company, with full title guarantee, charges to the Security Trustee by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to the Debenture</p> <p>To be held by the Security Trustee for and on behalf of the Bank and any other Lenders from time to time under the Loan Agreement until the Secured Obligations have been paid and discharged in full</p> <p>Negative Pledge The Company covenants that it will not without the prior written consent of the Security Trustee</p> <p>(a) dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance other than a Permitted Encumbrance on or over, the Debts or any part thereof or release, set off or compound or deal with the same except as permitted in accordance with clause 5.1.1 of the Debenture,</p> <p>(b) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Encumbrance (except a Permitted Encumbrance and a lien arising by operation of law in the ordinary course of trading over property other than land) on or affecting the Charged Assets or any part thereof, or</p> <p>(c) dispose of the Charged Assets or any part thereof or attempt or agree so to do except in the case of (i) Floating Charge Assets which may, subject to the other provisions of the Debenture, be disposed of in the ordinary course of business and (ii) disposals expressly permitted under the terms of the Loan Agreement</p> <p>The Security Trustee is entitled at any time following a Default by giving notice to that effect to the Company, to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge as regards the assets specified in the notice</p> <p>For the purpose of this Form 395 the following definitions shall apply (and words denoting the singular shall mean the plural and vice versa)</p> <p>"Charged Assets" means all the assets charged under the Fixed Charge and Floating Charge described above</p>

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Debts" means all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time hereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it) and all choses in action which may give rise to any debt, revenue or claim</p> <p>"Default" means (a) any event of default under the Loan Agreement or (b) any event or circumstance which would, upon the giving of a notice, the expiry of any relevant grace period, the making of a determination or the fulfillment of any other condition (in each case under this Agreement), constitute an event of default under the Loan Agreement</p> <p>"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind</p> <p>"Floating Charge Assets" means the assets of the Company charged from time to time by way of floating charge, under the Floating Charge described above</p> <p>"Insurances" means all present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest</p> <p>"Permitted Encumbrance" means any of the Encumbrance described in Schedule 5 of the Loan Agreement</p>	