

MR04

Statement of satisfaction in full or in part of a charge



Companies House

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☒ **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 for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage or
charge against a company
LL MR04

FRIDAY



LD5 29/08/2014 #4
COMPANIES HOUSE

please
visit
www.companieshouse.gov.uk

1 Company details

Company number 05953185

Company name in full GONDOLA FINANCE 2 LIMITED (the "Company")

→ **Filing 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 05/02/2007

A2 Charge number

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

Charge number* 3

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 DEBENTURE dated 5 February 2007 made between the Charging
Companies and the Security Agent (the "Debenture")

Continued on continuation page

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

Continuation page

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

Short particulars

1 CHARGING CLAUSE

1 1 Fixed Charges

The Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 5 February 2007 and future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage

Continued on continuation page

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

① Charge code

This is the unique reference code allocated by the registrar

Charge code ①

□ □ □ □ - □ □ □ □ - □ □ □ □

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

Kenneth Velos

Please give the address of the person delivering this statement

Building name/number

Linklaters LLP

Street

One Silk Street

Post town

County/Region

London

Postcode

E C 2 Y 8 H Q

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

Person's interest in the charge

Solicitor for the chargor

C3

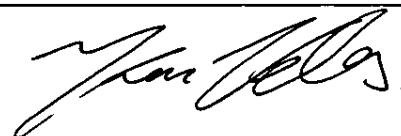
Signature

Please sign the form here

Signature

Signature

X



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 **Kenneth Velos**

Company name **Linklaters LLP**

Address **One Silk Street**

Post town

County/Region **London**

Postcode **E C 2 Y 8 H Q**

Country **United Kingdom**

DX

Telephone **+442074562642**



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

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3	Description of instrument (if any)	
Instrument description	<p data-bbox="368 409 1061 463">Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p data-bbox="368 504 884 530">Gondola Finance 2 Limited (5953185)(page 1)</p> <p data-bbox="368 562 1114 920">All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document as at 5 February 2007 or in the future (which for the avoidance of doubt will include any amounts owing under or in connection with Facility E), in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (the "Indebtedness")</p> <p data-bbox="368 952 1029 1059">In this form "Agreed Security Principles" means the principles set out in schedule 9 (Agreed Security Principles) of the Senior Facilities Agreement,</p> <p data-bbox="368 1090 1086 1171">"Assigned Agreements" means the Hedging Agreements and the Insurances, and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent,</p> <p data-bbox="368 1202 1032 1256">"Book Debts" means all book and other debts arising in the ordinary course of trading,</p> <p data-bbox="368 1288 1034 1364">"Cash Collateral Accounts" means an account set up for the purposes of providing cash cover in accordance with clause 1 2(d) of the Senior Facilities Agreement,</p> <p data-bbox="368 1373 1099 1561">"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture, "Charging Companies" means the Parent, each of the companies listed in schedule 1 of the Debenture, as set out in schedule 1 hereto, and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,</p> <p data-bbox="368 1592 1070 1758">"Collection Accounts" means the accounts of the Charging Companies set out in schedule S to the Debenture, as set out in schedule 4 hereto, and/or such other accounts as the relevant Charging Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify,</p> <p data-bbox="368 1789 1101 1928">"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 28 16 (Acceleration) of the Senior Facilities Agreement or the Mezzanine Facility Agent exercising any of its rights under clause 24 16 (Acceleration) of the Mezzanine Facility Agreement,</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3	Description of instrument (if any)	
Instrument description	Please give a description of the instrument (if any) by which the charge is created or evidenced	
	<p>Gondola Finance 2 Limited (5953185)(page 2)</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Events of Default" means Events of Default as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,</p> <p>"Facility Agent" means The Governor and Company of the Bank of Scotland plc as facility agent of the other Senior Finance Parties,</p> <p>"Facility E" means the term loan facility made available under the Senior Facilities Agreement (if any) in accordance with clause 2 2 (Availability of Facility E) of the Senior Facilities Agreement,</p> <p>"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents, "Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) of the Debenture,</p> <p>"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents,</p> <p>"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) of the Debenture,</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being, "Group Company" means a member of the Group,</p> <p>"Guaranteed Loan Notes" means the (a) 100 million floating rate guaranteed unsecured £1 "A" loan notes 2010 and (b) the £200 million floating rate guaranteed unsecured £1 "B" loan notes 2010 both issued by Paternoster Acquisitions Limited (renamed Gondola Acquisitions Limited),</p> <p>"Hedging Agreements" means the Hedging Agreements as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,</p> <p>"Insurances" means all policies of insurance and all proceeds of them either as at 5 February 2007 or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3	Description of instrument (if any)
Instrument description	<p data-bbox="365 412 1059 465">Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p data-bbox="373 506 879 533">Gondola Finance 2 Limited (5953185)(page 3)</p> <p data-bbox="373 562 1102 757"> "Intellectual Property" means (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and (b) the benefit of all applications and rights to use such assets of each Group Company, </p> <p data-bbox="373 786 1110 952"> "Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares), </p> <p data-bbox="373 981 1110 1117"> "LNG Cash Collateral Account" means the account secured in favour of The Governor and Company of the Bank of Scotland in connection with the provision of a guarantee by The Governor and Company of the Bank of Scotland in respect of the Guaranteed Loan Notes, </p> <p data-bbox="373 1146 1102 1312"> "Mezzanine Facility Agreement" means the mezzanine facility agreement dated 10 November 2006 (as amended by an amendment letter dated 13 December 2006 and as amended and restated by a mezzanine amendment and restatement agreement dated 5 February 2007) under which certain lenders have made available a £60,000,000 facility to the Parent, </p> <p data-bbox="373 1341 1046 1395"> "Mezzanine Finance Documents" means Mezzanine Finance Documents as defined in the Mezzanine Facility Agreement, </p> <p data-bbox="373 1397 1031 1451"> "Mezzanine Finance Parties" means the Mezzanine Finance Parties as defined in the Mezzanine Facility Agreement, </p> <p data-bbox="373 1453 1051 1507"> "Nominated Accounts" has the meaning given to that term in clause 8.4(a)(i) of the Debenture, </p> <p data-bbox="373 1509 1038 1563"> "Obligors" means Obligors as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement, </p> <p data-bbox="373 1592 1094 1677"> "Parent" means Gondola Finance 2 Limited (formerly Paternoster Finance 2 Limited), a company incorporated in England and Wales with registered number 5953185, </p> <p data-bbox="373 1706 1018 1816"> "Principal Borrower" means Gondola Acquisitions Limited (formerly Paternoster Acquisitions Limited), a company incorporated in England and Wales with registered number 5926957, </p> <p data-bbox="373 1845 1059 1930"> "Quasi-Security" has the meaning given to that term in clause 27.15 (Negative Pledge) of the Senior Facilities Agreement, </p>

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

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

Gondola Finance 2 Limited (5953185)(page 4)

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture,

"Secured Parties" means the Senior Finance Parties and the Mezzanine Finance Parties,

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

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 7 of the Debenture, with those amendments which the Security Agent may approve or reasonably require,

"Senior Facilities Agreement" means the facilities agreement dated 10 November 2006 (as amended by amendment letters dated 13 December 2006 and 21 December 2006 and as amended and restated by a senior amendment and restatement agreement dated 5 February 2007) under which certain lenders have made available £570,000,000 of facilities to Gondola Acquisitions Limited (formerly known as Paternoster Acquisitions Limited) as Principal Borrower, "Senior Finance Documents" means Senior Finance Documents as defined in the Senior Facilities Agreement,

"Senior Finance Parties" means the Senior Finance Parties as defined in the Senior Facilities Agreement, "Senior Lenders" means the Lenders as defined in the Senior Facilities Agreement, "Subsidiary" means a subsidiary and a subsidiary undertaking within the meaning of sections 736 and 258 of the Companies Act 1985 respectively, and

"Subsidiary Shares" means all shares owned by a Charging Company in its Subsidiaries including those listed in schedule 3 of the Debenture, as set out in schedule 3 hereto

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged	
	<p>Gondola Finance 2 Limited (5953185)(page 5)</p> <p>(i) all freehold and leasehold property (including the property specified in schedule 2 of the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property, and</p> <p>(b) by way of first fixed charge</p> <p>(i) all other interests (not charged under clause 3 1(a) of Debenture, as set out in clause 1 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,</p> <p>(iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,</p> <p>(iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts (except for the avoidance of doubt any debt owing under the LNG Cash Collateral Account),</p> <p>(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,</p> <p>(vi) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts (except for the avoidance of doubt the LNG Cash Collateral Account),</p> <p>(vii) all its Intellectual Property,</p> <p>(viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,</p> <p>(ix) its goodwill and uncalled capital,</p> <p>(x) if not effectively assigned by clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 above, all its rights and interests in (and claims under) the Assigned Agreements</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="357 405 1043 434">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="357 461 874 490">Gondola Finance 2 Limited (5953185)(page 6)</p> <p data-bbox="357 517 584 546">1 2 Floating Charge</p> <p data-bbox="357 573 1114 826">As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 5 February 2007 and in future not effectively charged by way of first fixed charge under clause 3 1 (Fixed Charges) of the Debenture, as set out in clause 1 1 above (except for the avoidance of doubt the LNG Cash Collateral Account) or assigned under clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 above</p> <p data-bbox="357 853 635 882">1 3 Security Assignment</p> <p data-bbox="357 909 1114 1133">(a) As further security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent has agreed at the request and cost of the Company to promptly re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)</p> <p data-bbox="357 1160 1114 1323">(b) Until the occurrence of a Declared Default, but subject to clause 8 8 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements and the Security Agent shall not exercise any such rights or deal with such title or interests until the occurrence of a Declared Default</p> <p data-bbox="357 1350 756 1379">1 4 Conversion of Floating Charge</p> <p data-bbox="357 1406 389 1435">If</p> <p data-bbox="357 1462 815 1491">(a) a Declared Default has occurred, or</p> <p data-bbox="357 1518 1114 1630">(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,</p> <p data-bbox="357 1657 1114 1861">the Security Agent may, by notice to any Charging Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice Each relevant Charging Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to such Charging Company than the Debenture</p>

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="359 405 1050 436">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="359 465 879 497">Gondola Finance 2 Limited (5953185)(page 7)</p> <p data-bbox="359 521 871 553">1 5 Automatic Conversion of Floating Charge</p> <p data-bbox="359 577 1114 857">If any Charging Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset</p> <p data-bbox="359 913 675 945">2 FURTHER ASSURANCE</p> <p data-bbox="359 969 501 1001">2 1 General</p> <p data-bbox="359 1025 1117 1220">(a) Subject to the Agreed Security Principles, the Company shall at its own expense, promptly following request by the Security Agent, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))</p> <p data-bbox="359 1245 1102 1386">(i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law,</p> <p data-bbox="359 1411 1102 1525">(ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or</p> <p data-bbox="359 1550 1042 1637">(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture</p> <p data-bbox="359 1662 1114 1834">(b) Subject to the Agreed Security Principles, the Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture</p> <p data-bbox="359 1859 1050 1973">(c) Any security document required to be executed by the Company under clause 5 1 of the Debenture, as set out in this clause 2, will contain clauses corresponding to and no more onerous than the provisions set out in the Debenture</p>

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="368 405 1046 434">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="368 461 900 490">Gondola Acquisitions Limited (5926957)(page 8)</p> <p data-bbox="368 517 1010 546">3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</p> <p data-bbox="368 573 624 602">The Company may not</p> <p data-bbox="368 629 1082 714">(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,</p> <p data-bbox="368 741 1114 882">(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or</p> <p data-bbox="368 909 1098 965">(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,</p> <p data-bbox="368 992 1066 1077">except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Agent</p> <p data-bbox="368 1104 523 1133">SCHEDULES</p> <p data-bbox="368 1160 603 1216">Schedule 1 Charging Companies</p> <p data-bbox="368 1243 1090 1357">Gondola Finance 2 Limited (formerly Paternoster Finance 2 Limited) (Registered Number 5953185) Gondola Acquisitions Limited (formerly Paternoster Acquisitions Limited) (Registered Number 5926957)</p> <p data-bbox="368 1406 595 1462">Schedule 2 Details of Properties</p> <p data-bbox="368 1489 448 1518">(None)</p> <p data-bbox="368 1603 571 1659">Schedule 3 Subsidiary Shares</p> <p data-bbox="368 1686 1054 1827">Charging Company - Gondola Finance 2 Limited (formerly Paternoster Finance 2 Limited) Subsidiary - Gondola Acquisitions Limited (formerly Gondola Acquisitions Limited) Number and class of shares- 1 fully paid ordinary share of £1</p>

MR04 - continuation page

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	<p>Gondola Finance 2 Limited (5953185)(page 9)</p> <p>Schedule 4 Details of Collection Accounts</p> <table> <thead> <tr> <th>Account Bank</th><th>Sort Code</th><th>Account Number and Name</th></tr> </thead> <tbody> <tr> <td>Bank of Scotland</td><td>12-01-03</td><td>06971786 Paternoster Acquisitions Limited - Overfunded Items Account</td></tr> <tr> <td>Bank of Scotland</td><td>12-01-03</td><td>06971735 Paternoster Acquisitions Limited - Current Account for Transaction Costs</td></tr> <tr> <td>Bank of Scotland</td><td>12-01-03</td><td>06971778 Paternoster Finance 2 Limited - Current Account</td></tr> </tbody> </table>	Account Bank	Sort Code	Account Number and Name	Bank of Scotland	12-01-03	06971786 Paternoster Acquisitions Limited - Overfunded Items Account	Bank of Scotland	12-01-03	06971735 Paternoster Acquisitions Limited - Current Account for Transaction Costs	Bank of Scotland	12-01-03	06971778 Paternoster Finance 2 Limited - Current Account	
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