

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.

X What this form is NOT for
You may not use this form to
register a statement of sale
in full or in part of a mortg
charge against an LLP. U
LL MR04.



L74A0DUW

LD3 20/04/2018 #30

COMPANIES HOUSE

1 Company details

Company number	0	0	1	8	5	6	4	7
Company name in full	J SAINSBURY PLC (the "Company")							

→ **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	^d 2	^d 4	^m 0	^m 3	^y 2	^y 0	^y 0	^y 6
----------------------	----------------	----------------	----------------	----------------	----------------	----------------	----------------	----------------

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	Security over shares deed dated 24 March 2006 between the Company, Sainsbury Holdco A Limited, Sainsbury Propco A Limited and the Bank of New York (the "Security Over Shares Deed").
------------------------	---

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

Please see Appendix 1 attached hereto.

For terms not otherwise defined in this MR04,
please see Appendix 2 attached hereto.

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

Linklaters LLP

Please give the address of the person delivering this statement

Building name/number

One

Street

Silk Street

Post town

London

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 on behalf of the chargor

C3

Signature

Please sign the form here.

Signature

Signature

X

Linklaters LLP

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 **Brittany Badham-Thornhill**

Company name
Linklaters LLP

Address **One Silk Street**

Post town **London**

County/Region

Postcode

E	C	2	Y		8	H	Q
---	---	---	---	--	---	---	---

Country **UK**

DX **10 London/City**

Telephone **020 7456 2000**

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

Name of Company

J Sainsbury plc

Company Number

185647

Appendix 1: Short particulars of all the property mortgaged or charged

Pursuant to the Security Over Shares Deed, the Company charges the Charged Portfolio, with full title guarantee and by way of first fixed charge, in favour of the Borrower Security Trustee to hold the same on trust for the Borrower Secured Creditors for the payment and discharge of the Chargor Secured Obligations.

Name of Company

J Sainsbury plc

Company Number

185647

Appendix 2: Definitions

"Borrower Account Bank Agreement" means the account bank agreement dated 24 March 2006 between, *inter alios*, Sainsbury Propco A Limited and The Bank of New York.

"Borrower Cash Management Agreement" means means the cash management agreement dated 24 March 2006 between, *inter alios*, Sainsbury Propco A Limited and The Bank of New York.

"Borrower Debenture" means the debenture so named dated 24 March 2006 between, *inter alios*, Sainsbury Propco A Limited, Sainsbury Holdco A Limited and the Borrower Security Trustee.

"Borrower Secured Creditors" means the Borrower Security Trustee, Morgan Stanley Bank International Limited, Morgan Stanley Dean Witter Principal Funding Inc. and UBS AG, London Branch (as original lenders under the Facility Agreement), Eddystone Finance plc (as a new lender under the Facility Agreement), The Bank of New York (as cash manager under the Borrower Cash Management Agreement and as account bank under the Borrower Account Bank Agreement), the Company (as managing agent under the Property Management Agreement and as subordinated loan provider under the Subordinated Loan Agreement), any Receiver appointed under the Borrower Debenture and any such other creditor who may accede to the Borrower Debenture from time to time in accordance with the terms thereof and is designated as a Borrower Secured Creditor.

"Borrower Security Trustee" means The Bank of New York and any person for the time being acting as Borrower Security Trustee pursuant to the Borrower Debenture.

"Charged Portfolio" means the Charged Shares and the Related Assets.

"Charged Shares" means all the shares in the share capital of Sainsbury Holdco A Limited (registered number 5644636) held by, to the order of or on behalf of the Company at any time.

"Chargor Secured Obligations" means any liability of the Company which arises as a consequence of a breach by the Company of its obligations under Clause 8 (*Disincentive Arrangements*) of the Tax Deed of Covenant.

"Facility Agreement" means the loan facility agreement dated 24 March 2006 between, *inter alios*, Sainsbury Propco A Limited as borrower and The Bank of New York as borrower security trustee.

"Property Management Agreement" means the property management agreement dated 24 March 2006 between the Company, Sainsbury Propco A Limited and the Borrower Security Trustee.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Borrower Security Trustee may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment.

"Related Assets" means all dividends, interest and other monies payable in respect of the Charged Shares and all other rights, benefits and proceeds in respect of or derived from the Charged Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise).

"Subordinated Loan Agreement" means the subordinated loan agreement dated 24 March 2006 between the Company, Sainsbury Propco A Limited and the Borrower Security Trustee.

"Tax Deed of Covenant" means the tax deed of covenant entered into on 24 March 2006 between, *inter alios*, the Company, Sainsbury Propco A Limited, Sainsbury Holdco A Limited and the Borrower Security Trustee.