

## SCHEDULE 2

Article 16

### PROPERTY, RIGHTS AND LIABILITIES OF BRADFORD & BINGLEY TRANSFERRED TO ABBEY

**1.** Subject to paragraph 2, all rights and liabilities in respect of retail deposits with Bradford & Bingley.

**2.** The liabilities referred to in paragraph 1 shall not include any liability in respect of any breach of a contract with or other duty in relation to any customer of the retail deposit business arising before the second transfer time.

**3.** All freehold and leasehold real property of a relevant undertaking relating to—

- (a) all retail deposit branches of Bradford & Bingley;
- (b) the operation of any branch-type agency of Bradford & Bingley; and
- (c) any other properties, including call-centres, which mainly relate to the operation of the retail deposit business of Bradford & Bingley.

**4.** All contracts, agreements and other arrangements of Bradford & Bingley or a relevant undertaking which relate mainly to—

- (a) the retail deposit business of Bradford & Bingley; or
- (b) any property, rights or liabilities transferred to Abbey by article 16(1)(b) or (d), but excluding any contract of employment,

but excluding any qualifying financial contract within the meaning of article 24(4).

**5.** Any personal property of a relevant undertaking—

- (a) situated within any real property transferred by article 16(1)(b); or
- (b) relating mainly to the retail deposit business of Bradford & Bingley.

**6.** All intellectual property which relate to the operation of the retail deposit business of Bradford & Bingley except the Bradford & Bingley brand.