

# MG02

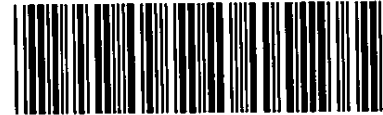
## Statement of satisfaction in full or in part of mortgage or charge



☒ **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  
a statement of satisfaction  
or in part of a fixed charge  
company registered in Scotland  
do this, please use form A

TUESDAY



A10 21/12/2010 301  
COMPANIES HOUSE

### 1 Company details

Company number 2 4 2 2 4 6  
Company name in full Serco Limited (the "Charging Company")

For official use  
6  
→ Filling in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Creation of charge

Date charge created d2 d7 m0 m3 y2 y0 y0 y1

Description ① Assignment of Contracts (the "Deed")

Date of registration ② d3 d0 m0 m3 y2 y0 y0 y1

- 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

### 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 Westdeutsche Landesbank Girozentrale, London Branch as security

Address trustee for the Secured Beneficiaries (the "Security Trustee")

25 Basinghall Street, Woolgate Exchange, London

Postcode E C 2 V 5 H A

Name

Address

Postcode

Name

Address

Postcode

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

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

1 The Charging Company with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns by way of security to the Security Trustee the Assigned Assets (together with all beneficial interests of the Charging Company in the Assigned Assets and to any proceeds of sale or other realisation of such property or any part of it) (collectively the "Charged Property") to hold the same on behalf of the Secured Beneficiaries

2 The Charging Company, with full title guarantee charges in favour of the Security Trustee by way of first floating charge all the Charged Property to the extent that the same are not otherwise effectively assigned under Clause 2.1 of the Deed

**Definitions**

"Assigned Assets" means all the right, title, benefit and interest of the Charging Company whatsoever, whether present or future, proprietary, contractual or otherwise, arising out of or in, or under the Services Provision Contracts and the Service Provider Guarantees and including (without limitation) all claims and all monies under or in respect of any of the above including the proceeds of any claims, awards, or judgments and any return of premia which may at any time be or become paid or payable to the Charging Company and all present and future right, title, benefit and interest in all guarantees, indemnities, mortgages, securities, assignments in security, charges and other security of whatsoever nature now or hereafter held by the Charging Company in respect of the foregoing and all monies from time to time becoming due or owing thereunder or in connection therewith together with all rights and remedies for enforcing any such guarantees, indemnities, mortgages, securities, assignments in security, charges and other security (or any of them) in the name of the Charging Company or otherwise,

"Charged Property" means the property referred to in Clause 2 of the Deed and all other property of whatsoever nature from time to time charged or otherwise secured by or pursuant to the Deed,

"Credit Agreement" means the credit agreement dated 27 March 2001 and made between, inter alios, TIS, Holdco and Westdeutsche Landesbank Girozentrale, London Branch as Facility Agent,

See continuation sheet for more definitions

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**Satisfaction of the debt**

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full  
☐ In part

① Please tick one box only

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**Signature**

Please sign the form here

Signature

Signature

X

*J. Kiddle*

X

This form must be signed by a person with an interest in the registration of the charge

CHFP025

05/10 Version 4.0

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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 QMB/CEG/TRA/99/3

Company name MacLay Murray & Spens LLP

Address Quatermile One

15 Lauriston Place

Post town Edinburgh

Country/Region

Postcode E H 3 9 E P

Country

DX DX ED137 Edinburgh

Telephone 0131 228 7093



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Definitions continued</p> <p>"Secured Beneficiaries" means, at any time, the Banks, the Arranger, the Hedging Counterparty, the Security Trustee and the Facility Agent together with their respective successors, assigns and permitted transferees (each a "Secured Beneficiary"),</p> <p>"Secured Obligations" means all indebtedness, liabilities and obligations which are now or may at any time after the date of the Deed be due, owing or incurred in any manner whatsoever to the Secured Beneficiaries by the Charging Company and TIS in respect of the Banks' Financing Documents whether actually or contingently, whether solely or jointly with any other Person, whether as principal, or surety and whether or not the Secured Beneficiaries shall have been an original party to the relevant transaction and in whatever currency denominated and including interest, discount, commission and other lawful reasonable charges or reasonable expenses which the Secured Beneficiaries may in the course of their business charge in accordance with the terms of the Bank's Financing Documents in respect of any facilities or accommodation or service provided by the Secured Beneficiaries to the Charging Company,</p> <p>and</p> <p>"TIS" means Traffic Information Services (TIS) Limited, a company incorporated under the laws of England and Wales with registered number 04017551</p> <p>The following terms shall have the same meaning attributed to them in the Credit Agreement "Arranger", "Bank", "Banks' Financing Documents", "Facility Agent", "Financing Documents", "Hedging Counter Party", "Holdco", "Services Provider Guarantees", and "Services Provision Contracts"</p>	