

# 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 for**  
You cannot use this  
a statement of satis  
or in part of a fixed  
company registered  
do this, please use

TUESDAY



LD3 08/05/2012 #12  
COMPANIES HOUSE

ease  
v uk

### 1 Company details

Company number 0 1 4 1 5 8 7 5

Company name in full Tronic Limited (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 Creation of charge

Date charge created 01 00 01 00 02 00 00 08

Description ① Fixed and Floating Security Document  
(the "Debenture")

Date of registration ② 01 00 01 00 02 00 00 08

- 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 HSBC Corporate Trustee Company (UK) Limited

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

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

Please see Attached Continuation Page

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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 ❶

☒ In full

☐ In part

❶ Please tick one box only

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### Signature

Please sign the form here

Signature

Signature

X Simpson Thacher & Bartlett LLP X

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

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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 Chris Akinrele

Company name Simpson Thacher & Bartlett LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 H U

Country

DX

Telephone



## 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



## 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



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

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Short particulars

#### 1 Fixed Charges

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor), charges in favour of the Security Agent (as trustee for the Beneficiaries)

- 1 1 by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 7 (Real Property) of the Debenture) now belonging to it,
- 1 2 by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future, and
- 1 3 by way of first fixed charge, all its present and future
  - 1 3 1 Book Debts,
  - 1 3 2 Bank Accounts (including the Bank Accounts described in Schedule 4 (Bank Accounts) of the Debenture) but excluding the Cash Management Accounts,
  - 1 3 3 Net Balance,
  - 1 3 4 Investments (including the Investments described in Schedule 3 (Investments) of the Debenture and the Shares described in Schedule 5 (Shares) of the Debenture),
  - 1 3 5 uncalled capital and goodwill,
  - 1 3 6 benefit of all present and future Authorisations held in connection with its business or the use of any Charged Asset specified in any other sub-paragraph of this paragraph and the right to recover and receive all compensation which may be payable in respect of them,
  - 1 3 7 beneficial interest in any pension fund,
  - 1 3 8 (to the extent that they are not subject to an effective assignment under Clause 5 1 (Assignment) of the Debenture) Insurances,
  - 1 3 9 (to the extent that they are not subject to an effective assignment under Clause 5 1 (Assignment) of the Debenture) all rights, title and interest under each Hedging Agreement,
  - 1 3 10 Intellectual Property (including that described in Schedule 6 (Intellectual Property) of the Debenture),
  - 1 3 11 plant and machinery (except that mortgaged or charged by paragraph 1 1 or 1 2 of this paragraph (but including that described in Schedule 8 (Plant and machinery) of the Debenture), and

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Short particulars

1 3 12 (to the extent of its interest) the Receiving Agent Account

#### 2 Floating Charge

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor), charges in favour of the Security Agent (as trustee for the Beneficiaries) by way of first floating charge its undertaking and all its rights and assets, both present and future (including assets not effectively charged in paragraph 1 above (Fixed charges) or expressed to be assigned by Clause 5 (Assignment) of the Debenture)

#### 3 Assignment

The Company as security for the payment of all Liabilities, assigns absolutely to the Security Agent all its present and future

3 1 right, title and interest in and to all Insurances,

3 2 right, title and interest in and to any Hedging Agreements, and

3 3 right, title and interest in and to the Receiving Bank Agreement

#### Note (1):

In this Form, except to the extent that the context requires otherwise

“**Affiliate**” means, the definition assigned to it under the Senior Syndicated Loan Facility or the Mezzanine Facility Agreement, as the case may be

“**Authorisation**” means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

“**Bank Accounts**” of the Company means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts and Related Rights

“**Beneficiaries**” means the Senior Finance Parties, the Mezzanine Finance Parties (each as defined in the Intercreditor Agreement) and the Pension Creditor

“**Book Debts**” of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, security, guarantees and indemnities of any kind

“**Cash Management Accounts**” of the Company means all current, deposit or other accounts of that Chargor with HSBC Bank plc or an Affiliate of HSBC Bank plc which are

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now or in the future subject to any Cash Management Arrangements, and all balances now or in the future standing to the credit of or accrued or accruing on those accounts and all Related Rights

**"Cash Management Arrangements"** means any cash pooling or management arrangement provided to the Company by HSBC Bank plc or an Affiliate of HSBC Bank plc or any other netting or set-off arrangement entered into by the Company with HSBC Bank plc or an Affiliate of HSBC Bank plc, each as permitted under the Senior Syndicated Loan Facility

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Debenture

**"Charged Asset"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

**"Finance Documents"** means the Senior Finance Documents, the Mezzanine Finance Documents and the Pension Agreement

**"Finance Party"** means the definition assigned to it under the Senior Syndicated Loan Facility or the Mezzanine Facility Agreement, as the case may be

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

**"Hedging Agreement"** means the definition assigned to it under the Senior Syndicated Loan Facility or the Mezzanine Facility Agreement, as the case may be

**"Group"** means, the definition assigned to it under the Senior Syndicated Loan Facility or the Mezzanine Facility Agreement, as the case may be

**"Insurances"** of the Company means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest and Related Rights, but excluding any third party liability policies

**"Intellectual Property"** of the Company means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

**"Intercreditor Agreement"** means the Intercreditor Agreement between Expro Holdings UK 2 Limited, Expro Holdings UK 3 Limited, Expro Holdings UK 4 Limited, the companies named in Schedule 1 (to the Intercreditor Agreement) as original obligors, HSBC

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Bank plc (as senior agent under the Intercreditor Agreement), The Royal Bank of Scotland plc (as security agent and as issuing bank under the Intercreditor Agreement), Lloyds TSB Bank plc and certain other entities, originally dated 14 July 2008 and as amended and restated on 13 August 2008 and as further amended and restated on 21 December 2009

**“Investments”** of the Company means

- (a) the Shares,
- (b) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (c) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (d) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (e) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest and in each case Related Rights

**“Mezzanine Finance Party”** means a Finance Party as defined in the Mezzanine Facility Agreement

**“Mezzanine Facility Agreement”** means the Mezzanine Facility Agreement for Expro Holdings UK 3 Limited (formerly known as Umbrellastream Holdco 3 Limited) and Expro Holdings UK 4 Limited (formerly known as Umbrellastream Limited), arranged by Lloyds TSB Bank plc, Royal Bank of Canada, DnB NOR Bank ASA, The Royal Bank of Scotland plc, Calyon, HSBC Bank plc as arranger (under the Mezzanine Facility Agreement) with Bank of Scotland plc as joint lead arranger with Lloyds TSB Bank plc acting as facility agent (under the Mezzanine Facility Agreement) and The Royal Bank of Scotland plc acting as security agent (under the Mezzanine Facility Agreement) originally dated 14 July 2008 and as amended and restated on 13 August 2008 and as further amended and restated on 21 December 2009,

**“Mezzanine Finance Document”** means the Finance Documents as defined in the Mezzanine Facility Agreement

**“Net Balance”** means the net balance standing to the credit of the Cash Management Accounts determined by HSBC Bank plc or an Affiliate of HSBC Bank plc, as appropriate,

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as remaining after (1) the exercise by HSBC Bank plc or that Affiliate of HSBC Bank plc of all of its rights under the Cash Management Arrangements in respect of the Cash Management Accounts, including its rights to set-off, make demands and enforce, or (11) the operation of all applicable insolvency laws

**“Offer”** means an offer to be made by Expro Holdings UK 4 Limited to the shareholders in Target to acquire all the issued and to be issued ordinary share capital of Target to be implemented by means of the Scheme or by means of the Takeover Offer

**“Pension Creditor”** has the meaning given to it in the Intercreditor Agreement **“Pension Agreement”** has the meaning given to it in the Intercreditor Agreement **“Pension Liabilities”** has the meaning given to it in the Pension Agreement

**“Real Property”** means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

**“Receiving Agent Account”** means the account with the Receiving Agent in the name of the Company into which the proceeds of any Utilisation to purchase Target Shares will be paid

**“Receiving Agent”** means such bank as may be appointed receiving agent in connection with the Offer

**“Receiving Bank Agreement”** means the agreement between the Company and the Receiving Agent related to the Offer

**“Related Rights”** means, in relation to any asset, all or any

- (a) proceeds of sale of all or any part of that asset,
- (b) rights under any licence, agreement for sale, agreement for purchase, or agreement for lease in respect of that asset,
- (c) rights, benefits, claims, contracts, guarantees, warranties, representations (including given by manufacturers, suppliers, installers or any other third party or other person), remedies, security, indemnities or covenants for title in respect of that asset, and
- (d) moneys, claims and proceeds paid or payable in respect of that asset (including any sums of money, claims or proceeds deriving from or in relation to any court or arbitration, order, judgment or award)

**“Scheme”** means a scheme of arrangement under Part 26 of the Companies Act 2006 proposed by the Target to its shareholders pursuant to which the Company shall become the



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holder of all the issued share capital of the Target

**"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

**"Senior Finance Document"** means the Finance Documents as defined in the Senior Syndicated Loan Facility

**"Senior Finance Party"** means a Finance Party as defined in the Senior Syndicated Loan Facility

**"Senior Syndicated Loan Facility"** means the Senior Syndicated Loan Facility for Expro Holdings UK 3 Limited (formerly known as Umbrellastream Holdco 3 Limited) and Expro Holdings UK 4 Limited (formerly known as Umbrellastream Limited) arranged by Lloyds TSB Bank plc, Royal Bank of Canada, DnB NOR Bank ASA, The Royal Bank of Scotland plc, Calyon and HSBC Bank plc as arrangers (under the Senior Syndicated Loan Facility) with Bank of Scotland plc as joint lead arranger and The Royal Bank of Scotland plc acting as facility agent and issuing bank (under the Senior Syndicated Loan Facility) and The Royal Bank of Scotland plc acting as security agent (under the Senior Syndicated Loan Facility) originally dated 14 July 2008 and as amended and restated on 13 August 2008 and as further amended and restated on 21 December 2009

**"Shares"** means those shares listed in Schedule 5 (Shams) of the Debenture or any other Investment in a member of a Group at any time

**"Takeover Offer"** means the definition assigned to it under the Mezzanine Facility Agreement "Target" means Expro International Group plc

**"Target Shares"** means all of the issued shares of the Target (including any issued while the Offer remains open for acceptance)

**"Utilisation"** means the definition assigned to it under the Senior Syndicated Loan Facility or the Mezzanine Facility Agreement, as the case may be

#### Note (2)

**"Schedule 3"** Investments

Schedule 3 to the Debenture does not contain any investments relevant to the Company

**"Schedule 4"**

BANK

ACCOUNT NUMBER

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Bank of Scotland	93114USDO2 12059400889500
HSBC	403804 24155289 Payments 403804 24155297 Receipts 400515 70037454 Receipts 400515 70038611 Payments

### “Schedule 5”

Schedule 5 to the Debenture does not contain Shares relevant to the Company

### “Schedule 6”

Schedule 6 to the Debenture is silent in respect of Intellectual Property

### “Schedule 7”

Schedule 7 to the Debenture is silent in respect of Real Property

### “Schedule 8”

Schedule 8 to the Debenture is silent in respect of plant and machinery

### Note (3):

The Debenture provides that

#### 1 Security

The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 24 12 (Negative pledge) of the Mezzanine Facility Agreement, section 3 1 (Covenants) of Schedule 13 (Additional Facility D Terms) to the Senior Syndicated Loan Facility or section 9 (Liens) of Schedule 14 (Additional RCF Terms) to the Senior Syndicated Loan Facility, except as permitted by that clause

#### 2 Disposal

The Company shall not (nor shall any Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary

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or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by clause 24 13 (Disposals) of the Mezzanine Facility Agreement, section 3 1 (Covenants) of Schedule 13 (Additional Facility D Terms) of the Senior Syndicated Loan Facility or section 7 (Asset Sales) of Schedule 14 (Additional RCF Terms) of the Senior Syndicated Loan Facility

### 3 Further assurance

3 1 The Company shall promptly do whatever the Security Agent reasonably requires

3 1 1 to perfect or protect the Charges or the priority of the Charges, or

3 1 2 to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction

3 2 The Company shall within 10 Business Days of request by the Security Agent provide the Security Agent with a detailed list of its material assets and their book value and which shall specify the jurisdictions in which such assets are located

3 3 Following delivery of the list referred to in paragraph 3 2 above, the Company shall within 10 Business Days of request by the Security Agent, subject to the Security Principles, promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices, instructions, filings and registrations) 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))

3 3 1 to grant or create such Transaction Security over its assets as the Security Agent shall reasonably request (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security),

3 3 2 to perfect the Transaction Security created or intended to be created under or evidenced by the Transaction Security Documents, and/or

3 3 3 to protect or maintain any Transaction Security conferred or intended to be conferred on the Security Agent or the Beneficiaries by or pursuant to the Transaction Security Documents

### 4 Authorisation(s)

To the extent that any Authorisation(s) are required in relation to the granting of Security

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over any of the Charged Assets the Company shall use all reasonable endeavours to obtain as soon as possible the relevant Authorisation(s) Prior to such Authorisation(s) being obtained the Charges for which an Authorisation is required shall not take effect Upon obtaining such Authorisation(s) such Charge shall automatically come into effect, and the Company shall promptly deliver a copy of such Authorisation(s) to the Security Agent

For the purpose of this Note (3)

**“Business Day”** means a day (other than a Saturday or Sunday) on which banks are open for general business in London, and

- (a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency, or
- (b) (in relation to any date for payment or purchase of euro) any TARGET Day

**“Receiver”** means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

**“Security Principles”** means the definition assigned to it under the Senior Syndicated Loan Facility or the Mezzanine Facility Agreement as the case may be

**“TARGET Day”** means, the definition assigned to it under the Senior Syndicated Loan Facility or the Mezzanine Facility Agreement, as the case may be

**“Transaction Security”** means the definition assigned to it under the Senior Syndicated Loan Facility or the Mezzanine Facility Agreement as the case may be

**“Transaction Security Documents”** means the definition assigned to it under the Senior Syndicated Loan Facility or the Mezzanine Facility Agreement as the case may be