

MR04

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

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP. Use form
LL MR04

THURSDAY



A11 *A4L0067L* #95
26/11/2015
COMPANIES HOUSE

1 Company details

Company number 3 3 1 3 8 7 9
Company name in full Corporate Citizenship Limited

→ 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 d2 d2 m0 m8 y2 y0 y1 y2

A2 Charge number

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

Charge number* 2

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 entered into between, among others, the
Chargor and the Royal Bank of Scotland plc (the
"Security Agent") dated 22 August 2012 (the
"Debenture")

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 continuation page

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

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		
	Please give the address of the person delivering this statement	
Building name/number	Allen & Overy LLP	
Street	One Bishops Square	
Post town		
County/Region	London	
Postcode	E 1 6 A D	
	Please give the person's interest in the charge (e.g. chargor/chargee etc)	
Person's interest in the charge	Legal counsel to the company	

C3

Signature

	Please sign the form here	
Signature	Signature X Allen & Overy LLP X	

MR04

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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 Michael Gatter

Company name Allen & Overy LLP

Address One Bishops Square

Post town

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



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

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A4

Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

1 Mortgages and Fixed Charges

1.1 By clause 3.1 of the Debenture the Chargor with full title guarantee charged to the Security Agent as a continuing security for payment of the Secured Liabilities, all its right title and interest from time to time in each of the following assets -

1.1.1 by way of first legal mortgage all Land which is described in Schedule 2 to the Debenture (as set out in Schedule 1 of this form MG01) and all other Land vested in the Chargor at the date of the Debenture.

1.1.2 subject to any landlord's consent rights by way of first fixed charge all other Land vested in the Chargor at the date of the Debenture (to the extent not effectively charged by clause 3.1.1) of the Debenture and all Land acquired by any Chargor after the date of the Debenture.

1.1.3 by way of equitable mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) by way of first fixed charge the Shares.

1.1.4 by way of assignment all the present and future Interests and all benefits accruing under or in connection with the LLP Interests.

1.1.5 by way of first fixed charge -

(a) the Securities.

(b) the Intellectual Property

(c) the Monetary Claims.

(d) the Fixed Plant and Equipment.

(e) the Loose Plant and Equipment.

(f) the Accounts.

(g) the Insurances.

(h) the Related Rights under or in connection with the Shares, the LLP Interests, the Securities, the Insurances, the Accounts, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment, and

(i) its present and future goodwill and uncalled capital

2 Floating Charge

Under clause 3.2 of the Debenture as continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charged by way of first floating charge the whole of the Chargor's undertaking and assets, at the date of the Debenture and in future and wherever situated, which are not for any reason effectively charged (whether in law or

MR04 - continuation page

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equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Chargor situated in Scotland

3 Qualifying floating charge

Pursuant to clause 3.4 of the Debenture, each floating charge created by the Debenture is intended to be a qualifying floating charge as defined by paragraph 14 of schedule B1 to the Insolvency Act 1986

4 Negative Pledge

Under clause 6.1 of the Debenture the Chargor undertakes that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security any Charged Property, nor do anything else prohibited by Clause 25.12 of the Facility Agreement except as expressly permitted under the terms of the Finance Documents or with prior written consent of the Security Agent

5 No Disposal

The Chargor undertakes to not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property except as permitted by the Facility Agreement

6 Trust

Under clause 3.3 if or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, and to the extent the Chargor would not otherwise be in breach of any of its contractual obligations with any third party, the Chargor shall hold it on trust for the Security Agent

7 Definitions

In this form MG01

"Accounts"	means any account opened or maintained by the Chargor at any bank or financial institution,
"Agent"	has the meaning given to it in the Facility Agreement,
"Charged Property"	means all the assets and undertaking of the Chargor which from time to time are or purport to be, the subject of the security created in favour of the Security Agent by or pursuant to the Debenture,
"Facility Agreement"	means the £45,000,000 multicurrency revolving facility agreement dated on or about the date of the Debenture between, amongst others, the Chargor, the Agent and the Security Agent,
"Finance Documents"	has the meaning given to it in the Facility Agreement
"Fixed Plant and Equipment"	means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture, but is at the date of the Debenture or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building,
"Fixture"	means all things of any kind at the date of the Debenture or at any time affixed to the Land for any purpose, including, without limitation, trade and tenants fixtures,

MR04 - continuation page

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Short particulars	Please give the short particulars of the property or undertaking charged	
	<p>Group has the meaning given to it in the Facility Agreement.</p>	
	<p>"Insurances" means any policy of insurance or assurance in which the Chargor has an interest and all claims and rebates of premium under any such policy.</p>	
	<p>"Intellectual Property" means together with, but not limited to, the intellectual property details of which are set out in Schedule 2 (Details of Intellectual Property) to the Debenture as set out in Schedule 3 of this form MG01, any of the following in which the Chargor has an interest -</p>	
	<p>(a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,</p>	
	<p>(b) any invention, copyright, design right or performance right,</p>	
	<p>(c) any trade secrets, know-how and confidential information, and</p>	
	<p>(d) the benefit of any agreement or licence for the use of any such right,</p>	
	<p>"Land" means together with, but not limited to, the land details of which are set out in Schedule 1 to the Debenture as set out in Schedule 1 of this form MG01 any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation any buildings and fixtures on the Land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland,</p>	
	<p>"LLP" means any limited liability partnership which accedes to the Debenture in accordance with the Facility Agreement (together the "LLPs")</p>	
	<p>"LLP Interests" means the existing or future interest of the Chargor held in any of the LLPs</p>	
	<p>"Loose Plant and Equipment" means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles at the date of the Debenture or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment,</p>	
	<p>"Monetary Claims" means all book and other debts and monetary claims at the date of the Debenture or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated certain or contingent including, without limitation credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of any such debt,</p>	
	<p>"Related Rights" means in relation to any Charged Property -</p>	
	<p>(a) the proceeds of sale of any part of that Charged Property,</p>	
	<p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged</p>	

MR04 - continuation page

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Short particulars

Property,

- (c) all rights, benefits, claims, contracts, warranties, remedies, security indemnities or covenants for title in respect of that Charged Property, and
- (d) any moneys and proceeds paid or payable in respect of that Charged Property,

"Securities"

means all the right, title and interest of the Chargor at the date of the Debenture or in the future, in any -

- (a) stocks, shares, bonds, deeds, loan stocks, or other securities issued by any person,
- (b) warrants, options or other rights to subscribe purchase or otherwise acquire any stocks, shares, bonds, deeds loan stocks or other securities or investments issued by any person, and
- (c) units or other interests in any unit trust or collective investment scheme,

"Security"

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

"Shares"

means all of the shares in the capital of each of the companies specified in Schedule 3 (*Details of Shares*) to the Debenture as set out in Schedule 2 of this form MG01 and any Shares in the capital of any other member of the Group owned by the Chargor or held by any nominee on behalf of the Chargor at any time held by, or to the order of or on behalf of, the Chargor at any time

SCHEDULE 1

DETAILS OF LAND

REGISTERED LAND

The Chargor did not own any Land at the time the Debenture was executed

UNREGISTERED LAND

The Chargor did not own any Land at the time the Debenture was executed

SCHEDULE 2

DETAILS OF SHARES

Company name	Company Number	Number of Shares held in Company	Type of Shares
Corporate Citizenship Trustees Limited	06656698	1	Ordinary
Corporate Citizenship Company Inc	3478752	100 (\$1)	Common stock

MR04 - continuation page
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A4

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Short particulars

SCHEDULE 3

DETAILS OF INTELLECTUAL PROPERTY

The Chargor did not own any intellectual property as at the date of the Debenture