

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 to re-
state a statement of satisfaction in
or in part of a fixed charge for
company registered in Scotland
do this, please use form MG01

THURSDAY



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L56Y6WEA

04/08/2011

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COMPANIES HOUSE

1 Company details

Company number 3 7 9 7 7 4 7
Company name in full AA Corporation Limited
(the "Chargor")

For official use

→ **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 d1 d4 m0 m3 y2 y0 y0 y6
Description ① Charge of Shares
(the "Charge")
Date of registration ② d2 d5 m0 m3 y2 y0 y0 y6

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 Barclays Bank plc
Address 7th Floor, The North Colonnade
Canary Wharf, London
Postcode E 1 4 4 B B
Name
Address
Postcode
Name
Address
Postcode

Continuation page

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

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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

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

Short particulars

Defined terms used in this Form MG02 (and any continuation sheets hereto) have the meaning given to them in the Charge

1 SECURITY OVER CHARGED PORTFOLIO

1 1 The Chargor, as beneficial owner, for the purpose of securing the due and punctual payment and discharge of the Indebtedness, has charged and mortgaged (and has agreed to charge and mortgage) to the Security Agent (as trustee for the Secured Parties) as a continuing security, by way of first fixed charge and mortgage, all of its rights, title, benefit and interest whatsoever, as at 14 March 2006 and in future, to or in or in respect of the Charged Portfolio, but so that no Secured Party shall in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with the Charged Portfolio

1 2 The security created by or pursuant to the Charge and obligations of the Chargor thereunder shall not be affected or discharged by

- (a) any time, indulgence, waiver or consent at any time given to the Chargor or any other person,
- (b) any amendment to, or restatement or novation of any provision of the Charge or any of the Finance Documents, Mezzanine Finance Documents or Junior Mezzanine Finance Documents,
- (c) the making or absence of any demand on the Chargor, or any other person for payment,
- (d) the enforcement or absence of enforcement of all or part of the Charge or any other Finance Document, Mezzanine Finance Document or Junior Mezzanine Finance Document,

5 Satisfaction of the debtI 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**6** Signature

Please sign the form here

Signature

Signature

X *Clifford Chance 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 Andrew Prasad

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town Canary Wharf

County/Region London

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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 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

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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>(e) the release of any guarantee, indemnity or security (including any security created by or pursuant to the Charge or any other Finance Document, Mezzanine Finance Document or Junior Mezzanine Finance Document),</p> <p>(f) the winding-up, administration or examination of the Chargor or any other person (or the commencement of any such winding-up, administration or examination),</p> <p>(g) the illegality, invalidity or unenforceability of or any defect in any provision of the Charge or any other Finance Document, Mezzanine Finance Document or Junior Mezzanine Finance Document (including any security created by or pursuant to the Charge) or any of the rights or obligations of any of the parties thereunder or under the Charge (whether on the grounds of ultra vires, not being in the interests of the relevant parties, not having been duly authorised, executed or delivered by the relevant party, not having been duly authorised, executed or delivered by the relevant party or for any other reason whatsoever) or under the Charge or any other Finance Document, Mezzanine Finance Document or Junior Mezzanine Finance Document,</p> <p>(h) the illegality, invalidity or unenforceability of or any defect in any other document relating to or securing all or any part of the Indebtedness, and</p> <p>(i) any other matter or thing whatsoever</p> <p>2 COVENANTS</p> <p>The Chargor has covenanted with the Security Agent that during the continuance of the security</p> <p>(a) it will remain the registered and the beneficial owner of the Charged Portfolio and that it will not permit any person other than the Security Agent (or such person as maybe specified for this purpose in writing by the Security Agent) to be registered as holder of the Charged Portfolio or any part thereof,</p> <p>(b) except for the Charge, it will not create or purport to create or permit to subsist any security on or over the Charged Portfolio or any part thereof or interest therein,</p> <p>(c) it will not sell, transfer or otherwise dispose of the Charged Portfolio or any part thereof or interest therein or attempt or agree so to do</p> <p>3 FURTHER ASSURANCE</p> <p>3 1 The Chargor shall at any time, if and when required by the Security Agent, execute such share transfers and such further legal or other charges or assignments in favour of the Security Agent as the Security Agent shall from time to time require over all or any of the Charged Portfolio charged by it under the Charge and all rights relating thereto both as at 14 March 2006 and in future (including any substituted securities and any vendor's lien) and any other transfers or documents the Security Agent may from</p> |

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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>time to time require for perfecting its title to the same or for vesting or enabling it to vest the same in itself or its nominee(s) to secure or discharge the Indebtedness, such further charges or assignments to be prepared buy or on behalf of the Security Agent at the cost of the Chargor and to contain an immediate power of sale without notice, a clause varying the provisions of Section 20 of the Act (regulation and power of sale) accordingly, a clause excluding the provisions of Section 17 of the Act (restriction on consolidation of mortgages) and such other clauses for the benefit of the Security Agent as the Security Agent may reasonably require</p> <p>3 2 The Chargor shall at any time following the occurrence of a Declared Default, execute such transfers as the Security Agent shall require over all or any of the Charged Portfolio and all rights relating thereto both as at 14 March 2006 and in future and any other transfers or documents the Security Agent may from time to time require for vesting or enabling it to vest the same in any purchaser</p> | |