

# MG02

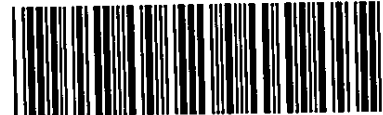
## Statement of satisfaction in full or in part of mortgage or charge



☒ **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  
register a statement of satisfaction  
in full or in part of a fixed charge  
company registered in Scotland.  
If you do this, please use form M1.

TUESDAY



\*AZ97UQ4D\*

A10 21/12/2010 300  
COMPANIES HOUSE

### 1 Company details

Company number 0 4 0 7 1 5 3 8  
Company name in full Traffic Information Services (TIS) Security Limited  
(the "Charging Company")

**1** 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 d2 d7 m0 m3 y2 y0 y1  
Description **1** Charge over Deposit (the "Deed")  
Date of registration **2** d3 d0 m0 m3 y2 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

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

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

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

1 The Charging Company with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations charges in favour of the Security Trustee by way of first fixed charge all its right, title, interest and benefit in and to the Charged Property

2 Unless and until all Secured Obligations have been unconditionally and irrevocably paid and discharged in full, the security constituted in the Charge shall not be released by the Security Trustee and the Deposit shall not be repayable (in whole or in part) by the Security Trustee to the Charging Company or any other person

"Borrower" means Traffic Information Services (TIS) Limited (Company Number 040.7551) and having its registered office at C/O Law Debenture, Fifth Floor, 100 Wood Street, London,

"Credit Agreement" means the Credit Agreement dated on the date of the Deed and made between, inter alios, the Borrower, Holdco and Westdeutsche Landesbank Girozentrale, London Branch as the Original Bank,

**"Hedging Agreement Termination Costs"** means any loss, expense, cost or liability whatsoever incurred and owed by the Borrower to the Senior Finance Parties under or in respect of the Hedging Agreement by reason of the termination of the Hedging Agreement at any time prior to the Second Effective Date,

### Satisfaction of the debt

**1** Please tick one box only

☒ In full  
☐ In part

**Signature**

Signature

Signature \_\_\_\_\_

X

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

## MG02

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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



### 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 NR 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)

**MG02 - continuation page**  
Statement of satisfaction in full or in part of mortgage or charge

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>"Security Account" means the account with the identification 'TISSECURITY' in the name of the Charging Company with the Security Trustee and all rights of the Charging Company in relation to such account.</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"), and</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 Borrower and the Charging Company pursuant to the Banks' Financing Documents (including the Charge) in respect of the Tranche B Loan Facility and the Hedging Agreement Termination Costs and whether actually or contingently, whether solely or jointly with any other Person, whether as principal, or surety and whether or not the Secured Beneficiaries or any of them 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 Banks' Financing Documents (including the Deed) in respect of any facilities or accommodation or service provided by the Secured Beneficiaries to the Charging Company or, as the case may be, the Borrower provided that the amounts secured hereunder shall not exceed the sum of £6,000,000.</p> <p>The following terms shall have the same meaning attributed to them in the Credit Agreement "Arranger", "Bank", "Banks' Financing Documents", "Facility Agent", , "Hedging Agreement", "Hedging Counterparty", "Original Bank", "Person", "Second Effective Date" "Securities", "Senior Finance Parties", "Tranche B Loan Facility"</p>