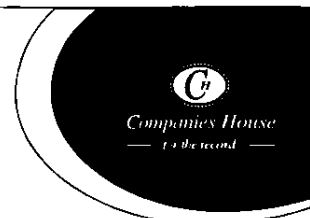


MG02

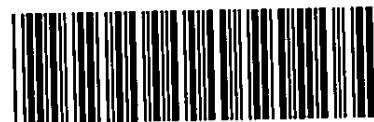
Statement of satisfaction in full or in part of mortgage or charge



☒ **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 if the company
registered in the name of the charge
do this, please use form

FRIDAY



A21 *A12DJ7VE* 10/02/2012 #372
COMPANIES HOUSE

1 Company details

Company number 0 4 7 4 6 4 1 4

Company name in full Compello Operations Limited

☐ ☐ ☐ ☐ for official use

Filing 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 2 9 0 2 2 0 1 0

Description 1 Composite Guarantee and Debenture

Date of registration 2 3 0 3 2 0 1 0

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 Centric SPV 1 Limited

Address 69 Park Lane

Croydon, Surrey

Postcode C R 0 1 J D

Name

Address

Postcode

Name

Address

Postcode

Continuation page

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

MG02

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

Continuation page

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

Short particulars

Compello Operations Limited ("the Obligor"), as principal obligor and not merely as surety, covenants in favour of Centric SPV 1 Limited ("Centric") that it will pay and discharge the Secured Obligations from time to time when they fall due

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Obligor to Centric under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed)

Any amount which is not paid under the Debenture when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Finance Document under which such amount is payable and in the absence of such agreement, at the Interest Rate from time to time

The Obligor charges and agrees to charge all of its present and future right, title and interest in and to the following

assets which are at any time owned by it, or in which it from time to time has an interest

(a) by way of first fixed charge

(i) all Real Property,

(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and

(iii) the proceeds of sale of all Real Property,

(b) by way of first fixed charge

(i) all computers, vehicles, office equipment and other equipment, and

(ii) the benefit of all contracts, licences and warranties relating to the same,

(c) by way of first fixed charge all Securities,

(d) by way of first fixed charge all Non-Vesting Domestic Debts and their proceeds now or in the future owing to the Obligor,

5

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

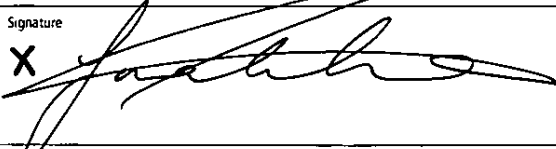
6

Signature

Please sign the form here

Signature

Signature

X  X

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

MG02

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



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

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



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

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

(e) by way of first fixed charge all Related Rights relating to any Non-Vesting Domestic Debts,
(f) by way of first fixed charge all Non-Vesting Export Debts and their proceeds now or in the future owing to the Obligor,
(g) by way of first fixed charge all Related Rights relating to any Non-Vesting Export Debts,
(h) by way of first fixed charge all Other Proceeds,
(i) by way of first fixed charge all Intellectual Property,
(j) to the extent that any Assigned Asset is not effectively assigned under clause 5 2 (Security assignments), by way of first fixed charge, such Assigned Asset,
(k) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed)
(l) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Obligor or the use of any of its assets, and
(m) any letter of credit issued in favour of the Obligor and all bills of exchange and other negotiable instruments held by it,
(n) by way of first fixed charge all of the goodwill and uncalled capital of the Obligor,
5 2 The Obligor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to
(a) the Insurances, all claims under the Insurances and all proceeds of the Insurances, and
(b) Other Receivables not assigned under clause 5 2(a) above
(c) An Originating and Servicing Agreement dated 27 November 2007 and made between Tradepro Operations Limited and Tradepro Card Services Limited
To the extent that any Assigned Asset described in clauses 5 2(a), 5 2(b) and 5 2(c) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Obligor to any proceeds of an Assigned Asset
6 The Obligor charges and agrees to charge by way of first floating charge all of its present and future
(a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5 1 (Fixed charges), clause 5 2 (Security assignments) or any other provision of this Deed, and
(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland