

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

Please see Part II of the attached schedule headed "Part II Short particulars of all property mortgaged or charged"

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 TMSkelton 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	Agata Zajac
Company name	Ropes & Gray International LLP
Address	5 New Street Square
Post town	London
County/Region	
Postcode	E C 4 A 3 B F
Country	
DX	
Telephone	02031221193



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

Airclaims Group Holdings Limited – Company number 05311200

Schedule to form MG02

Part I Not applicable

Part II - Short particulars of the property mortgaged or charged

The Mortgagor with full title guarantee assigned to the Bank

- (a) all money, including bonuses, that has accrued or may become payable under the Policy, - 4 3 2
 - (b) the benefit of all options and rights given to the Mortgagor in connection with the Policy, and
 - (c) all the Mortgagor's rights and interests in the Policy,
- as continuing security for the payment to the Bank of the Secured

The security thereby constituted extends to all beneficial interests of the Mortgagor in the Policy and to any proceeds of sale or other realisation thereof or of any part thereof

N.B

- 1 The Mortgagor shall not without the prior written consent of the Bank
 - (a) sell, assign, transfer or otherwise dispose of, or deal in any other way whatsoever with the Policy,
 - (b) compound, release, exchange, set-off, discount, factor, or grant time or indulgence in respect of, any debt relating to the Policy or do anything whereby the recovery of any part of any such debt or any part of such proceeds may be impeded, delayed or prevented,
 - (c) mortgage, charge or give any security of any kind to a third party over the Policy nor allow any such mortgage, charge or security to exist,
 - (d) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by 1(c) above, or
 - (e) give to any person any option or any other right in relation to the Policy
- 2 The Mortgagor shall at any time if and when required by the Bank execute in favour of the Bank or as the Bank shall direct such security, powers of attorney and other legal documentation or give any instructions as the Bank shall require for the perfecting its title to the Policy or for vesting and enabling the Bank to vest the same in its name or in the name of its nominees or in any purchaser and not to do or suffer anything whereby any entitlement of the Bank under any provision of the Mortgage may be impeded or its exercise delayed
- 3 If the Insurer attempts to avoid its obligations under the Policy, the Mortgagor shall immediately at the Mortgagor's own cost do whatever is necessary to keep the Policy in force. If the Insurer is relieved from its obligations under the Policy, the Mortgagor shall immediately at the Mortgagor's own cost do whatever is necessary to take out or to enable the Bank to take out a new Policy, in whatever manner and name is required by the Bank in a sum not less than (and having a surrender value not less than) the sum which was assured by the Policy including any onuses declared or which have accrued on the Policy. If the Mortgagor does not take out the new policy when required to do so by the Bank, the Mortgagor authorises the Bank to take out the new policy in place of the Policy. Each new substituted policy, from the date it comes into being, shall be included within the definition of "Policy", shall be subject in all respects to the Mortgage and all of the provisions of the Mortgage shall apply to it
- 4 For the purpose of securing the payment of the Secured Obligations and for securing any proprietary interest which the Bank has in the Policy, the Mortgagor irrevocably appointed the Bank and the persons deriving title under it and their substitutes (the "Attorney") jointly and also severally to be the Mortgagor's true and lawful attorney. For the purposes aforesaid the Attorney

shall have the rights and powers which may lawfully be given to an attorney including, without prejudice to the generality of the foregoing

- (a) the right to do anything to procure the payment of each of the Secured Obligations and anything to facilitate the exercise of the Bank's rights under the Mortgage,
- (b) the right to act in the name of the Mortgagor, and
- (c) the right to delegate and sub-delegate any or all of the rights of the Attorney

The Mortgagor ratifies and shall ratify everything done or purported to be done by the Attorney

5 The Mortgagor agreed to indemnify the Bank and its employees and agents as a separate covenant with each such person indemnified) against all loss incurred in connection with

- (a) any statement made by the Mortgagor or on the Mortgagor's behalf in connection with the Mortgage or the Policy being untrue or misleading;
- (b) the Bank entering into any obligation with any person (whether or not the Mortgagor) at the request of the Mortgagor (or any person purporting to be the Mortgagor),
- (c) any actual or proposed amendment, supplement, waiver, consent or release in relation to the Mortgage, and
- (d) any stamping or registration of the Mortgage or the security constituted by it,

whether or not any fault (including negligence) can be attributed to the Bank or its employees and agents

The indemnity does not and will not extend to any loss to the extent that there is a prohibition against an indemnity extending to that loss under any law relating to the indemnity

Definitions and interpretation

"Act" means the Law of Property Act 1925,

"Insurer" means the company or office issuing the Policy,

"Policy" means

- (a) the policy of life assurance issued by St James's Place UK PLC dated 7 December 2005 with a commencement date from 6 December 2005 for the sum of £500,000 for a term of 5 years in respect of the life of Gehan C B Talwate (Policy Number 52C75G73), and
- (b) any policy or policies issued in substitution for the policy referred to in paragraph (a)

"Secured Obligations" means

- (i) all money and liabilities and other sums covenanted to be paid by the Mortgagor to the Bank on the terms of the Mortgage, and
- (ii) all other money and liabilities expressed to be secured by the Mortgage (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 9, 10, 18 and 24 of the Mortgage), and

"Value Added Tax" includes any other forms of sales or turnover tax