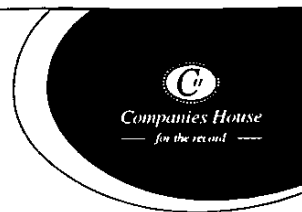


MG02

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
or in part of a fixed charge
company registered in Scotland.
If you do this, please use form M01.

WEDNESDAY



LD4 07/09/2011 117
COMPANIES HOUSE

1 Company details

Company number 06275653

Company name in full Spie Matthew Hall Limited ("the Company")

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 14/08/2007

Description 1 Security Agreement (as defined in Schedule 2)

Date of registration 24/09/2007

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 Société Générale S A (Security Agent)

Address 29, Boulevard Haussmann

Paris, France

Postcode 75009

Name

Address

Postcode

Name

Address

Postcode

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

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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

For particulars, please refer to Schedule 1

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 *Debevoise & Plimpton 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 **Nathan Parker**

Company name **Debevoise & Plimpton LLP**

Address **Tower 42**

Old Broad Street

Post town **London**

County/Region

Postcode **E C 2 N 1 H Q**

Country **United Kingdom**

DX

Telephone **020 7786 5524**



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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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>SCHEDULE 1</p> <p>Particulars of all the Property Mortgaged or Charged</p> <p>Fixed Charges</p> <p>By Clause 3 1 of the Security Agreement, the Company charges and agrees to charge by way of first fixed charge all its rights, title and interest from time to time in and to</p> <p>(a) Accounts,</p> <p>(b) to the extent not effectively assigned under Clause 3 2 (Assignments) of the Security Agreement, the Assigned Agreements to which it is a party,</p> <p>(c) any goodwill and rights in relation to its uncalled capital,</p> <p>(d) the benefit of all consents and agreements held by it in connection with the use of any of its assets, and</p> <p>(e) Monetary Claims</p> <p>Assignments</p> <p>By Clause 3 2 of the Security Agreement, the Company assigns absolutely and agrees to assign absolutely all its rights, title and interest from time to time in and to each Assigned Agreement to which it is a party</p> <p>Floating Charges</p> <p>By Clause 3 3(a) of the Security Agreement, the Company charges by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located The floating charge created by the Company pursuant to Clause 3 3(a) of the Security Agreement is deferred in point of priority to all other Security</p>

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

4	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 365 991 394">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="336 416 485 445">SCHEDULE 2</p> <p data-bbox="336 479 448 508">Definitions</p> <p data-bbox="336 539 1378 600">"Accession Letter" means each document pursuant to which a party accedes to the Senior Credit Agreement</p> <p data-bbox="336 631 1418 723">"Account" means any account opened or maintained by the Company with the Security Agent or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights</p> <p data-bbox="336 754 1382 846">"Acquisition Agreement" means the sale and purchase agreement to be entered into between the BFS Vendor and UK HoldCo relating to the sale and purchase of the Target BFS Assets and Acquisition Agreement means either of them as the context may require</p> <p data-bbox="336 878 1406 969">"Acquisition Documents" means the Acquisition Agreement together with (a) any schedules thereto and (b) all other documents and agreements made between the BFS Vendor on the one hand and UK HoldCo on the other hand in connection with the Acquisition Agreement</p> <p data-bbox="336 1001 1134 1030">"Additional Facilities" means the Facility B2 and the Second Lien Facility B</p> <p data-bbox="336 1061 1370 1122">"Additional Guarantor" means an entity which becomes an additional guarantor in respect of the finance documents in accordance with the Senior Credit Agreement</p> <p data-bbox="336 1153 1423 1214">"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company</p> <p data-bbox="336 1245 1406 1370">"Agent" means Societe Générale, a societe anonyme governed by French law, with a share capital of EUR 542,860,226 25, having its registered office at 29, boulevard Haussmann, 75009 Paris, France, registered with the Registre du Commerce et des Sociétés of Paris under number 552 120 222, acting in its capacity as agent</p> <p data-bbox="336 1402 916 1431">"Agreed Form" means, in relation to a document, that</p> <p data-bbox="336 1462 1386 1523">(a) it is in a form initialled by or on behalf of HoldCo and the Agent on or before the signing of the Senior Credit Agreement for the purposes of identification,</p> <p data-bbox="336 1554 1401 1615">(b) it is in a form initialled by or on behalf of HoldCo and/or UK HoldCo and the Agent on or before the signing of the Amendment Agreement for the purposes of identification, or</p> <p data-bbox="336 1646 1423 1738">(c) if not falling within paragraph (a) above, it is in form and substance satisfactory to the Agent (acting reasonably) and initialled by or on behalf of the Agent for the purposes of identification or it is in a form set out in a Schedule to the Senior Credit Agreement</p> <p data-bbox="336 1769 1418 1897">"Amendment Agreement" means the amendment and restatement agreement dated 2 August 2007 amending and restating the Senior Credit Agreement between HoldCo, the Global Mandated Lead Arranger, the Mandated Lead Arranger, the Bookrunner, the Agent, the Security Agent and the Issuing Lender</p>

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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>"Ancillary Facility" means an ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (Ancillary Facilities) of the Senior Credit Agreement</p> <p>"Ancillary Facility Document" means a document setting out the terms of an Ancillary Facility</p> <p>"Ancillary Lender" means a Lender which agrees to make available an ancillary facility in accordance with the Senior Credit Agreement</p> <p>"Approved Accounting Principles" means international financial reporting standards (and international accounting standards), being as at the date of the Acquisition Agreement the approved accounting principles for the purposes of the Acquisition Agreement</p> <p>"Assigned Agreements" means the Acquisition Agreement and any other agreement designated as an Assigned Agreement by the Security Agent and (in each case) all Related Rights</p> <p>"BFS Acquisition" means the acquisition of the Target BFS Assets by UK HoldCo pursuant to the relevant Acquisition Documents</p> <p>"BFS Vendor" means the vendor(s) of the Target BFS Assets</p> <p>"Bookrunner" means Société Générale, a société anonyme governed by French law, with a share capital of EUR 542,860,226 25, having its registered office at 29, boulevard Haussmann, 75009 Paris, France, registered with the Registre du Commerce et des Sociétés of Paris under number 552 120 222, acting in its capacity as bookrunner through its London branch, 41 Tower Hill, London EC3N 4SG, United Kingdom</p> <p>"Borrower" means a Facility A Borrower, a Facility B1 Borrower, a Facility B2 Borrower, a Facility B3 Borrower, a Revolving Facility Borrower, a Capex/Acquisition Facility Borrower, a Second Lien Facility A Borrower or a Second Lien Facility B Borrower</p> <p>"Capex/Acquisition Facility" means the €100,000,000 acquisition and capital expenditure credit facility made available under the Senior Credit Agreement</p> <p>"Capex/Acquisition Facility Borrower" means</p> <p>(a) HoldCo, and</p> <p>(b) any additional borrower under the Capex/Acquisition Facility from time to time in accordance with the Senior Credit Agreement</p> <p>"Capex/Acquisition Facility Lender" means a lender from time to time under the Capex/Acquisition Facility</p>	

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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>"Convention Ré-iterative" means the agreement in the French language headed "Convention Ré-iterative et Modificative Relative affix Sûretes" dated 2 August 2007 relating to the security interests that had been granted in relation to the Facilities and extending the benefit of such security interests to the Additional Facilities (subject to the Intercreditor Agreement)</p> <p>"Facility" means, as appropriate, either Facility A, Facility B I, Facility B2, Facility B3, the Revolving Facility, the Capex/Acquisition Facility, the Borrowing Base Facility, the Second Lien Facility A or the Second Lien Facility B</p> <p>"Facility A" means the €127,999,200 term loan facility made available under the Senior Credit Agreement</p> <p>"Facility A Borrower" means</p> <p>(a) HoldCo, and</p> <p>(b) any additional borrower under the Facility A from time to time in accordance with the Senior Credit Agreement</p> <p>"Facility A Lender" means a lender from time to time under Facility A</p> <p>"Facility BI" means the €130 000 000 term loan facility of that name made available under the Senior Credit Agreement</p> <p>"Facility BI Borrower" means</p> <p>(a) HoldCo, and</p> <p>(b) any Additional Borrower under the Facility B I from time to time in accordance with the Senior Credit Agreement</p> <p>"Facility BI Lender" means a lender from time to time under Facility B I</p> <p>"Facility B2" means the €233,000,000 term loan facility made available under the Senior Credit Agreement</p> <p>"Facility B2 Borrower" means</p> <p>(a) HoldCo, and</p> <p>(b) any additional borrower under the Facility B2 from time to time in accordance with the Senior Credit Agreement</p> <p>"Facility B2 Lender" means a lender from time to time under Facility B2</p> <p>"Facility B3" means the €130,000,000 term loan facility of that name made available under the Senior Credit Agreement</p>

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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>"Facility B3 Borrower" means</p> <p>(a) HoldCo, and</p> <p>(b) any additional borrower under the Facility B3 from time to time in accordance with the Senior Credit Agreement</p> <p>"Facility B3 Lender" means a lender from time to time under Facility B3</p> <p>"Fee Letter" means (a) any letter or letters dated on or about the date of the Senior Credit Agreement between, as the case may be, the Global Mandated Lead Arranger and HoldCo, the Agent and HoldCo, the Security Agent and HoldCo, or the Issuing Bank and HoldCo, and (b) in respect of the Additional Facilities, any letter or letters dated on or about the date of the Amendment Agreement between, as the case may be, the Global Mandated Lead Arranger and/or the Mandated Lead Arranger and HoldCo and/or UK HoldCo, the Agent and HoldCo and/or UK HoldCo or the Security Agent and HoldCo and/or UK HoldCo, setting out any of the fees referred to in Clause 15 (Fees) of the Senior Credit Agreement or in the Amendment Agreement</p> <p>"Finance Documents" means the Senior Finance Documents and the Hedging Documents</p> <p>"Finance Party" means the Agent, an Ancillary Lender, the Global Mandated Lead Arranger, the Mandated Lead Arranger, the Underwriter, the Bookrunner, the Issuing Bank, a Lender, the Security Agent or, as appropriate, the Hedging Bank</p> <p>"Global Mandated Lead Arranger" means Societe Generale, a societe anonyme governed by French law, with a share capital of EUR 542,860,226 25, having its registered office at 29, boulevard Haussmann, 75009 Paris, France, registered with the Registre du Commerce et des Societes of Paris under number 552 120 222, acting in its capacity as global mandated lead arranger</p> <p>"Group" means HoldCo and its Subsidiaries for the time being and, for the purposes of certain sections includes any other entity that is treated as a subsidiary of HoldCo under the Approved Accounting Principles</p> <p>"Guarantor" means an Original Guarantor and any Additional Guarantor from time to time</p>

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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>"Hedging Bank" means</p> <p>(a) any Lender under the Senior Credit Agreement (or any affiliate of any such Lender), or</p> <p>(b) if there are fewer than 3 Lenders under the Senior Credit Agreement at the relevant time the proposed hedging transaction is to be entered into or the terms offered by a Lender in respect of such hedging transaction are not competitive in light of the then prevailing market for hedging transactions of that nature, any other person,</p> <p>in each case where such Lender, Affiliate of a Lender or other person has become a party to the Intercreditor Agreement as a Hedging Bank in accordance with the Intercreditor Agreement</p> <p>"Hedging Documents" means the documents entered into between a member of the Group and a Hedging Bank for the purpose of implementing the hedging strategy required by Clause 25 23 (Hedging) of the Senior Credit Agreement in accordance with the Intercreditor Agreement or documenting any other Permitted Hedging Transaction with any Hedging Bank</p> <p>"Holding Company" means, in relation to a company, corporation or other legal entity, any other company, corporation or other legal entity in respect of which it is a Subsidiary</p> <p>"HoldCo" means Financiere Spie S A S , a société par actions simplifiée governed by French law, with a share capital of EUR45,000 having its registered office at 43, avenue de l'Opéra, 75002 Paris, registered with the Registre du Commerce et des Societes of Paris under interim number 2006 B 12362</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the Senior Credit Agreement as amended from time to time between, among others, HoldCo, the Agent, the Secunity Agent, the Issuing Bank, the Original Intercompany Lenders (as defined in that agreement) and the Original Intercompany Borrowers (as defined in that agreement) and the Obligors</p> <p>"Intercreditor Amendment Agreement" means the amendment agreement relating to the Intercreditor Agreement dated on or about the date of the Amendment Agreement</p> <p>"Issuing Bank" means Société Generale, a société anonyme governed by French law, with a share capital of EUR542,860,226 25, having its registered office at 29, boulevard Haussman, 75009 Paris, France, registered with the Registre du Commerce et des Sociétés of Paris under number 552 120 222, acting in its capacity as issuing lender</p> <p>"Lender" means a Facility A Lender, a Facility B1 Lender, a Facility B2 Lender, a Facility B3 Lender, a Revolving Facility Lender, a Capex/Acquisition Facility Lender, a Borrowing Base Facility Lender, a Second Lien Facility A Lender or a Second Lien Facility B Lender (including, in each case, an Affiliated Lender to the extent of its participation in accordance with the Senior Credit Agreement)</p> <p>"Mandated Lead Arranger" means BNP Paribas, a societe anonyme governed by French law, having its registered office at 16, boulevard des Italiens, 75009 Paris, registered with the Registre du Commerce et des Sociétés of Paris under number 662 042 449 RCS Paris</p>	

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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>"Monetary Claims" means any book and other debts and monetary claims owing to the Company (other than in respect of any Account) and all Related Rights</p> <p>"Obligor" means a Borrower or a Guarantor</p> <p>"Original Guarantor" means Financiere Spie S A S , a société par actions simplifiée governed by French law, with a share capital of EUR 45,000 having its registered office at 43, avenue de l'Opera, 75002 Paris, registered with the Registre du Commerce et des Sociétés of Paris under interim number 2006 B 12362</p> <p>"Permitted Hedging Transaction" means</p> <p>(a) any Treasury Transaction entered into before the date of the Senior Credit Agreement,</p> <p>(b) the transactions under the Hedging Documents,</p> <p>(c) any Treasury Transaction entered into in the ordinary course of business (and not for speculative purposes), and</p> <p>(d) any Treasury Transaction entered into for the purpose of managing the exposure of a member of the Group in connection with the Acquisition and/or the Facilities</p> <p>"Proportion" has the meaning given to that term in clause 6 1 (General) of the Senior Credit Agreement</p> <p>"Related Rights" means, in relation to any asset</p> <p>(a) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset,</p> <p>(b) the proceeds of sale of all or any part of that asset, and</p> <p>(c) any other moneys paid or payable in respect of that asset</p> <p>"Revolving Facility" means the EUR50,000,000 revolving credit facility made available under the Senior Credit Agreement</p> <p>"Revolving Facility Borrower" means</p> <p>(a) HoldCo, and</p> <p>(b) any additional borrower under the Revolving Facility from time to time in accordance with the Senior Credit Agreement</p> <p>"Revolving Facility Lender" means a lender from time to time under the Revolving Facility</p> <p>"Second Lien Facility A" means the EUR50,000,000 second lien term loan facility made available under the Senior Credit Agreement</p>
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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>"Second Lien Facility A Borrower" means</p> <p>(a) HoldCo, and</p> <p>(b) any additional borrower under the Second Lien Facility A from time to time in accordance with the Senior Credit Agreement</p> <p>"Second Lien Facility A Lender" means a lender from time to time under the Second Lien Facility A</p> <p>"Second Lien Facility B" means the EUR30,000,000 new second lien term loan facility made available under the Senior Credit Agreement</p> <p>"Second Lien Facility B Borrower" means HoldCo</p> <p>"Second Lien Facility B Lender" means a lender from time to time under the Second Lien Facility B</p> <p>"Secured Party" means a Finance Party or a Hedging Bank</p> <p>"Security" means</p> <p>(a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person,</p> <p>(b) any agreement or arrangement (including the establishment of any rights of set-off) entered into for the purpose of conferring security or placing the beneficiary of such agreement or arrangement in a preferred position in an insolvency vis-a-vis other unsecured creditors, or</p> <p>(c) any other type of preferential arrangement (including any title transfer and retention arrangement) having the effect of creating security</p> <p>"Security Agent" means Societe Generale, a societe anonyme governed by French law, with a share capital of EUR542,860,226 25, having its registered office at 29, boulevard Haussman, 75009 Paris, France, registered with the Registre du Commerce et des Sociétés of Paris under number 552 120 222, acting in its capacity as security agent</p> <p>"Security Agreement" means the security agreement dated 14 September 2007 between the Company and the Security Agent</p> <p>"Security Documents" means each present and future document under which any member of the Group creates or is expressed to create any Security for all or any part of the obligations of the Obligors or any of them under any of the Senior Finance Documents</p> <p>"Security Principles" means the principles in the Agreed Form set out in Schedule 13 (Security Principles) to the Senior Credit Agreement</p>

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

4	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 360 991 394">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 416 1407 562">"Senior Finance Document" means the Senior Credit Agreement, the Amendment Agreement, each Accession Letter, any Ancillary Facility Document, each Fee Letter, any Hedging Document, the Intercreditor Agreement, the Intercreditor Amendment Agreement, the Convention Reitérative, each Security Document, the TEG Letters and any other document designated as such in writing by the Agent and HoldCo</p> <p data-bbox="331 595 1417 719">"Senior Credit Agreement" means the agreement entitled "EUR860,000,000 Senior Secured Credit Facilities Agreement" and entered into on 21 June 2006 as amended on 26 July 2006, 17 November 2006, 8 February 2007 and 2 August 2007 and as further amended from time to time, between, inter alia, HoldCo and Societe Générale as Security Agent</p> <p data-bbox="331 752 1321 808">"Subsidiary" means, in relation to any company, corporation or other legal entity, (a "holding company"), a company, corporation or other legal entity</p> <p data-bbox="331 842 1066 875">(a) which is controlled, directly or indirectly, by the holding company,</p> <p data-bbox="331 909 1417 965">(b) more than half the issued share capital of which is beneficially owned directly or indirectly, by the holding company, or</p> <p data-bbox="331 999 1098 1032">(c) which is a Subsidiary of another Subsidiary of the holding company,</p> <p data-bbox="331 1066 1401 1155">and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of a majority of its board of directors or equivalent body</p> <p data-bbox="331 1189 1377 1245">"Target BFS Assets" means the assets to be acquired by UK HoldCo in connection with the BFS Acquisition as set out in the Acquisition Agreement</p> <p data-bbox="331 1279 1358 1335">"TEG Letter" means a document substantially in the form set out in Schedule 15 (Form of TEG Letter) to the Senior Credit Agreement</p> <p data-bbox="331 1368 1423 1525">"Treasury Transaction" means any currency or interest or commodity purchase, cap or collar agreement, forward rate agreement, interest rate or currency or commodity future or option contract, foreign exchange or currency purchase or sale agreement, interest rate swap, currency swap or combined interest rate and currency and/or commodity swap agreement and any other similar agreement</p> <p data-bbox="331 1559 842 1592">"UK Holdco" means Spie Matthew Hall Limited</p> <p data-bbox="331 1626 1374 1704">"Underwriter" means BNP Paribas, a société anonyme governed by French law, having its registered office at 16, boulevard des Italiens, registered with the Registre du Commerce et des Sociétés of Paris under number 662 042 449 RCS Paris</p>