

MR04

Statement of satisfaction in full or in part of a charge

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **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
against a company.

✗ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP. Use
LL MR04

WEDNESDAY



LD6

L37WFHXE

14/05/2014

#65

COMPANIES HOUSE

1 Company details

Company number

0 0 6 3 8 8 9 1

Company name in full

Saga Group Limited (the "Company")

21

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation ①

When was the charge created?

→ Before 06/04/2013 Complete Part A and Part C

→ On or after 06/04/2013 Complete Part B and Part C

① Property acquired

If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ②

Charge creation date

d0 d7 m1 m2 y2 y0 y0 y7

② Property acquired

If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description

Security Accession Deed dated 7 December 2007 made
between the New Charging Companies, the Parent and the
Security Trustee (the "Deed of Accession").

Continuation page

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

A3

Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

Continuation page

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

1. ACCESSION

The Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 7 December 2007 and has agreed to be bound by all the terms of the Debenture as if it had originally been a party to it as a Charging Company.

2 CHARGING CLAUSE**2.1 Fixed charges**

The Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Trustee with full title guarantee (other than in respect of the Software obtained by the Company on licence and any information in the Customer Database obtained by the Company on licence) the following assets, both as at 7 December 2007 and in future, from time to time owned by it or in which it has an interest.

2.1.1 by way of a first legal mortgage all Premises (including but not limited to those specified in schedule 1 to the Deed of Accession, as set out in schedule 1 hereto, together with all buildings and fixtures (including trade fixtures) on those Premises, and

2.1.2 by way of first fixed charge

(a) all the Subsidiary Shares (including but not limited to those specified in schedule 2 to the Deed of Accession, as set out in schedule 2 hereto) and Investments and all corresponding Distribution Rights,

(b) all other interests not charged under clause 2.3.1 of the Deed of Accession, as set out in clause 2.1.1 above, in any material freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(c) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(d) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

(Contd)

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Part B Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code. This can be found on the certificate.

Charge code ①

 - -

① Charge code

This is the unique reference code allocated by the registrar

Part C To be completed for all charges

C1

Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied.
Please tick the appropriate box

☒ In full

☐ In part

C2

Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Forename(s)

Christopher

Surname

Norman

Please give the address of the person delivering this statement

Building name/number

Clifford Chance LLP

Street

10 Upper Bank Street

Post town

London

County/Region

United Kingdom

Postcode

E 1 4 5 J J

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Trainee solicitor representing the chargor.

C3

Signature

Please sign the form here

Signature

Signature

X 

X

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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 Christopher Norman 70-40571720

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

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

Part A Charges created before 06/04/2013

☒ You have given the charge date

☒ You have completed the Description of instrument and Short particulars in Sections A2 and A3

Part B Charges created on or after 06/04/2013

☐ You have given the charge code

Part C To be completed for all charges

☒ You have ticked the appropriate box in Section C1

☒ You have given the details of the person delivering this statement in Section C2.

☒ 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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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

(e) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,
(f) all monies standing to the credit of its accounts (including the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts but excluding monies standing to the credit of the Excluded Accounts,
(g) all its Intellectual Property and Software,
(h) all rights and interest in the Hedging Agreements,
(i) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
(j) its goodwill and uncalled capital, and
(k) if not effectively assigned by clause 2.5 (Security Assignment) of the Deed of Accession, as set out in clause 2.3 below, all its rights and interests in (and claims under) the Assigned Agreements and the Database Rights.

2.2 Floating Charge

As further security for the payment and discharge of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets as at 7 December 2007 and in future not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) of the Deed of Accession, as set out in clause 2.1 above, or assigned under clause 2.5 (Security Assignment) of the Deed of Accession, as set out in clause 2.3 below, including heritable property and all other assets in Scotland but excluding the Excluded Accounts.

2.3 Security Assignment

2.3.1 As further security for the payment and discharge of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Trustee all its rights, title and interest in the Assigned Agreements (including but not limited to the policies of insurance and charges over shares listed in schedule 7 to the Deed of Accession and the Database Rights,

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Short particulars	Please give the short particulars of the property or undertaking charged
	<p>provided that on payment or discharge in full of the Indebtedness the Security Trustee will promptly at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements and the Database Rights to the Company (or as the Company shall direct).</p> <p>2.3.2 Until the occurrence of a Declared Default which is continuing, but subject to clause 7.6 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements.</p> <p>2.3.3 The Company has waived, but only following a Declared Default which is continuing, any rights which it may have in the Customer Database which are granted by Chapter 4 of Part 1 of the Copyright, Designs and Patents Act 1988 headed "Moral Rights" against the Security Trustee or any person to whom the Security Trustee has assigned or licensed the Database Rights.</p> <p>2.3.4 The Security Trustee shall not assign or transfer any of the Database Rights to any person and shall not grant any person any right or authority to use any of the Database Rights unless and until a Declared Default has occurred and is continuing.</p> <p>2.4 Conversion of Floating Charge</p> <p>If</p> <p>(a) a Declared Default has occurred, or</p> <p>(b) any legal process or execution is being enforced against any Floating Charge Asset or any Floating Charge Asset is in danger of actually being seized,</p> <p>the Security Trustee may, by notice in writing to the Company, convert the floating charge created under the Deed of Accession into a fixed charge as regards those assets which it specifies in the notice (which specified Floating Charge Assets shall be exclusively those assets which are the subject of the legal process or execution or which are in danger of seizure). The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Trustee requires, but on terms no more onerous to the Company than the Deed of Accession.</p>

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Please give the short particulars of the property or undertaking charged.

2.5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Trustee) on or over any Floating Charge Asset, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Deed of Accession will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

3. FURTHER ASSURANCE

3.1 General

(a) Subject to the Agreed Security Principles, the Company shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify in writing (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)).

(i) to perfect the Security created or intended to be created under or evidenced by the Deed of Accession or for the exercise of any rights, powers and remedies of the Security Trustee, any Receiver or the Secured Parties provided by or pursuant to the Deed of Accession or by law,

(ii) to confer on the Security Trustee or on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Deed of Accession, and/or
(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Deed of Accession.

(b) Any security document required to be executed by the Company under clause 5.1 of the Debenture, as set out in this clause 3, will contain clauses corresponding to and no more onerous than the provisions set out in the Deed of Accession.

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Subject to the Agreed Security Principles, the Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security specified by the Security Trustee conferred or intended to be conferred on the Security Trustee or the Secured Parties by or pursuant to the Deed of Accession (in each case to the extent necessary to perfect the Security created or intended to be created under the Deed of Accession over such assets).

4 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,
 - (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
 - (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,
- except as permitted by the Deed of Accession, the Senior Facilities Agreement or the Mezzanine Facility Agreement or with the prior consent of the Security Trustee.

SCHEDULE 1

Details of Freehold and Leasehold Property

1. Part ground and first floors, Ross House, Ross Way, Shorncliffe, Folkestone
 - Unregistered
 - Leasehold
2. Ground floor entrance hall and first, second and third floor offices and premises at roof level, Albion House, 22-26 Sandgate Road, Folkestone, Kent together with 6 parking spaces
 - Unregistered
 - Leasehold
3. 9 Anson Close, Broadstairs, Kent
 - Unregistered
 - Leasehold

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Short particulars	Please give the short particulars of the property or undertaking charged
	<p>4 The Call Centre Building, Plot 29D, Eurokent Business Park, Kent - Title No K848825 - Leasehold</p> <p>5. First Floor offices and part basement, Aspen House, West Terrace, Folkestone - Unregistered - Leasehold</p> <p>6. Fifth and Sixth floor offices, 85 Buckingham Gate, London - Unregistered - Leasehold</p>

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Short particulars

SCHEDULE 2

Charging Company	Subsidiary	Number and class of shares
Saga Group Limited	Saga Holidays Limited	8,000,000 Ordinary Shares of £1 each
Saga Group Limited	Saga Personal Finance Limited	850,000 Ordinary Shares of £1 each
Saga Group Limited	Saga Services Limited	2,100,000 Ordinary Shares of £1 each
Saga Group Limited	Saga Publishing Limited	100,000 Ordinary Shares of £1 each
Saga Group Limited	Metromail Limited	98,000 Ordinary Shares of £1 each
Saga Group Limited	Saga Insurance Company Limited (Gibraltar)	15,000,000 Ordinary Shares of £1 each 31,000,000 Redeemable Preference Shares of £0.01 each
Saga Group Limited	Saga Independent Living Limited	100 Ordinary Shares of £1 each