

# MG02

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

Oyez

☒ **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 for**  
You cannot use this form to register a  
statement of satisfaction in full or in  
part of a fixed charge company registered  
do this, please use form MG01

WEDNESDAY



A15 01/08/2012 #178  
COMPANIES HOUSE

ase  
uk

### 1 Company details

Company number 02202038

Company name in full Codesurge 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 25/03/2011

Description 1 Deed of Accession and Charge

Date of registration 2 06/04/2011

- 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 Lloyds Bank TSB Plc

Address 25 Gresham Street

London

Postcode EC2V 7HN

Name

Address

Postcode

Name

Address

Postcode

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

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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 attached Appendix

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




for and on behalf of Speechly Bircham LLP


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

	<b>Presenter information</b>
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	David Rothera
Company name	Speechly Bircham LLP
Address	
6 New Street Square	
London	
EC4A 3LX	
Post town	
County/Region	
Postcode	
Country	
DX	
DX 54 Chancery Lane	
Telephone	
020 7427 6400	

	<b>Checklist</b>
We may return forms completed incorrectly or with information missing.	
Please make sure you have remembered the following:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have completed the charge details in Section 2	
<input type="checkbox"/> You have completed the name and address of the chargee, or trustee for the debenture holders	
<input type="checkbox"/> You have completed the short particulars of the property mortgaged or charged	
<input type="checkbox"/> You have confirmed whether the charge is to be satisfied in full or in part	
<input type="checkbox"/> You have signed the form	

	<b>Important information</b>
Please note that all information on this form will appear on the public record.	
	<b>Where to send</b>
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.	
<b>For companies registered in England and Wales:</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
<b>For companies registered in Scotland:</b> 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)	
<b>For companies registered in Northern Ireland:</b> 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	

	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>	

## **APPENDIX**

### **Box 4**

#### **Short Particulars - Deed of Accession and Charge - 25 March 2011**

- 1      **Covenant to pay:** The Company covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge to the Security Agent all Indebtedness at the Accession Deed Date or in the future due, owing or incurred (before or after that demand) by it to the Lenders or any of them on any account whatsoever.
- 2      **Guarantee** The Company covenants and guarantees that it will, on the Security Agent's written demand, pay or discharge to the Security Agent all Indebtedness at the date of the Deed or in the future, due, owing or incurred (whether before or after such demand) to the Lenders or any of them on any account whatsoever and to the Security Agent under the Joint Finance Documents by
  - (a)      each Chargor which was an original party to the Debenture and which, on the date of the Deed, remains as a party,
  - (b)      each other Chargor which has become a party to the Debenture by entering into the Deed
  - (c)      each other member of the Group (the Secured Sums)

#### **Definitions**

**8 March 2011 Debenture** means the debenture dated 8 March 2011 between, among others, the Security Agent and Holdco

**Beneficiary** means the Security Agent and each Lender

**Chargor** means each company named in schedule 1 of the Debenture and (with effect from its accession) each other company which executes the Deed and any company which subsequently adopts the obligations of a Chargor and where the context admits or requires includes any member of the Group that is now (at the date of the Deed) or in the future party to the 8 March 2011 Debenture in the capacity as "Chargor" (under and as defined in the 8 March 2011 Debenture)

**Control** means in relation to a company

- (a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to
- (i)      cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the company,

- (ii) appoint or remove all, or the majority, of the directors or other equivalent officers of the company, or
  - (iii) give directions with respect to the operating and financial policies of the company with which the directors or other equivalent officers of the company are obliged to comply, or
- (b) the holding beneficially of more than 50% of the issued share capital of the company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital)

Debenture means a debenture dated 25 March 2011 between (1) the companies named in Schedule 1 of the Debenture as chargors, (2) Holdco and (3) the Security Agent as agent and trustee for the Beneficiaries named in the Debenture

Group means Holdco and its Subsidiaries for the time being

Holdco means Esquire Consolidated Group Limited, a company incorporated in Guernsey with registered number 45707 of Frances House, Sir William Place, St Peter Port, Guernsey

Indebtedness means all present and future obligations and liabilities for the payment or repayment of money in any currency (whether actual or contingent and whether owned jointly or severally, whether incurred as Principal or surety or in any other capacity whatsoever) including principal interest, commission fees and other charges, together with all costs, charges and expenses reasonably incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Joint Finance Document

Joint Finance Document has the meaning given to such term in the 8 March 2011 Debenture

Lenders means Abbey National Treasury Services Plc, AIB Group (UK) plc, Lloyds TSB Bank Plc, Bank of Ireland (UK) PLC and The Governor and Company of the Bank of Ireland

New Chargor means a member of the Group which becomes a Guarantor and Chargor under the Debenture in accordance with clause 28 of the Debenture

Subsidiary means an entity of which a person

- (a) has direct or indirect Control, or
- (b) owns directly or indirectly more than fifty per cent (50%) of the share capital or similar right of ownership, or
- (c) is entitled to receive more than fifty per cent (50%) of the dividends or distributions,

and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time and disregarding, for the purpose of this definition, the fact that any shares in that entity may be held by way of security, that the beneficiary of the security (or its nominee) may be registered as a member of the relevant

undertaking and/or that such beneficiary of the security (or its nominee) may be entitled to exercise voting powers and rights with respect to those charged shares (and subsidiaries shall be construed accordingly)

- 1 Assignments The Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies
2. Fixed Security The Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent
  - (a) by way of legal mortgage, all Land in England and Wales at the Accession Deed Date vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Deed, in each case as described in schedule 2 of the Deed,
  - (b) by way of legal mortgage, all other Land in England and Wales at the Accession Deed Date vested in it and not registered at the Land Registry;
  - (c) by way of fixed charge
  - (i) all other Land which is at the Accession Deed Date, or in the future becomes, its property,
  - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Accession Deed Date or in the future belonging to it,
  - (iii) all plant and machinery at the Accession Deed Date or in the future attached to any Land which, or an interest in which is charged by it under the preceding provisions of clause 4 of the Deed,
  - (iv) all rental and other income and all debts and claims at the Accession Deed Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
  - (v) all Specified Investments at the Accession Deed Date held or beneficially owned by it, including all proceeds of sale derived from them,
  - (vi) all Specified Investments in which the Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
  - (vii) all Derivative Rights of a capital nature at the Accession Deed Date or in the future accruing or offered in respect of its Specified Investments,
  - (viii) all Derivative Rights of an income nature at the Accession Deed Date or in the future accruing or offered at any time in respect of its Specified Investments,

- (ix) all insurance or assurance contracts or policies at the Accession Deed Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Accession Deed Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture;
- (xi) all its goodwill and uncalled capital for the time being,
- (xiii) [intentionally left blank],
- (xv) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xvii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xix) the benefit of all agreements and licences at the Accession Deed Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xxi) all its rights at the Accession Deed Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xxiii) all its rights and causes of action in respect of infringement(s) (past present or future) of the rights referred to in sub-paragraphs (c)(xi) to (xiv) inclusive of clause 4 of the Deed,
- (xxv) all trade debts at the Accession Deed Date or in the future owing to it,
- (xxvi) all other debts at the Accession Deed Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xxix) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under clause 3 of the Deed,
- (xx) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,
- (xxii) any beneficial interest claim or entitlement it has to any pension fund at the Accession Deed Date or in the future

(xxiv) all rights, money or property accruing or payable to it at the Accession Deed Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Deed, and

(xxvi) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

3 Creation of floating charge The Company, with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge:

(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of clause 3 of the Deed or charged by any fixed charge contained in clause 4 of the Deed, including any Assets comprised within a charge which is reconverted under clause 4.4 of the Debenture, and

(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the Company shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in clause 7 of the Debenture with respect to any such Asset, and the Company shall not without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Facility Agreement)

Account Bank means such bank as the Security Agent may from time to time specify

Assets means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them

Beneficiary means the Security Agent and each Lender

Collection Account means in relation to a Chargor, its account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6.1 of the Debenture (Collection Account)

Derivative Rights includes

(a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption bonus, preference, option or otherwise,



- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments

**Facility Agreements** means the facility agreements entered into between any member of the Group and any of the Lenders from time to time

**Fixed Security Asset** means an Asset for the time being comprised within an assignment created by clause 3.1 of the Debenture (Assignments) or within a mortgage or fixed charge created by clause 3.2 of the Debenture (Fixed security) or arising on crystallisation of a floating charge whether under clause 4 of the Debenture (Crystallisation) or otherwise

**Insurance Policy** means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time

**Intellectual Property** means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

**Investments** means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000) whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

**Land** means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

**Nominee** means any custodian and/or nominee for the Security Agent and also includes any additional or substitute custodian or nominee which the Security Agent may designate from time to time and any agent or sub custodian acting for the Security Agent or any such custodian and/or nominee

**Receivables in relation to a Chargor**, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in clause 3.2 of the Debenture (Fixed security)

**Secured Sums** means all Indebtedness covenanted and/or guaranteed to be paid or discharged by the Chorgors to the Security Agent under clause 2.1 of the Debenture (Covenant to pay)

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Specified Intellectual Property means the Intellectual Property listed in schedule 5 of the Debenture(Specified Intellectual Property)

Specified Investments means, in relation to a Chargor, all Investments which at any time

- (a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority",
- (b) are held in the name of the Security Agent or its Nominee or to its order, or
- (c) that Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its Nominee

#### 1 Creation of floating charge

The Company shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in clause 7 of the Debenture with respect to any such Asset and the Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Facility Agreement)

#### 2 Priority

- (a) Any fixed Security created by the Company and subsisting the Security Agent shall (save as the Security Agent declare at or after the time of its creation) have priority floating charge created by clause 5 of the Deed
- (b) Any Security created in the future by the Company of the Security Agent) shall be expressed to be subject and shall rank in order of priority behind the charges Debenture

#### 3. Negative pledge and other restrictions

The Company shall not, without the prior written consent of the Security Agent (except under this Debenture or as permitted under any Facility Agreement to which it is a party as at the date of the Debenture)

- (a) create or agree or attempt to create, or permit Security or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or in, any of its Fixed Security Assets, or part with possession ownership of them, or purport or agree to do so provided that before the Security constituted by the Debenture becomes enforceable the Chargors

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•  
  
may make withdrawals from the Collection Accounts unless prohibited under any Facility Agreement

#### Definitions

Deed of Accession and Charge means a deed of accession substantially in the form of schedule 3 of the Debenture Accession and Charge for a New Chargor)