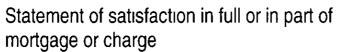
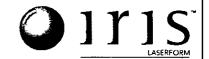
In accordance with Section 872(1)(a) of the Companies Act 2006

MG02





✓ 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 r a statement of satisfaction in or in part of a fixed charge fo company registered in Scotla do this, please use form MG(



04/08/2011

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		COMPANIES HOUSE
1	Company details	For official use
Company number	3 7 9 7 7 4 7	Filling in this form Please complete in typescript or in
Company name in full	AA Corporation Limited	bold black capitals
	(the "Chargor")	All fields are mandatory unless specified or indicated by *
2	Creation of charge	
Date charge created	$\begin{bmatrix} d_3 & d_0 & & \\ \end{bmatrix} \begin{bmatrix} m_0 & m_9 & & \\ \end{bmatrix} \begin{bmatrix} y_2 & y_0 & y_0 \\ \end{bmatrix} \begin{bmatrix} y_4 & & \\ \end{bmatrix}$	You should give a description of the instrument (if any) creating or
Description	Charge of Shares	evidencing the charge, e g 'Legal charge'
	(the "Charge")	The date of registration may be
Date of registration 2	$\begin{bmatrix} d_1 & d_5 & & \end{bmatrix} \begin{bmatrix} m_1 & m_0 & & \end{bmatrix} \begin{bmatrix} y_2 & y_0 & y_4 \end{bmatrix}$	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	Continuation page Please use a continuation page if you need to enter more details
Name	Barclays Bank plc	
Address	7th Floor, 5 The North Colonnade	_
	Canary Wharf, London	
Postcode	E 1 4 B B	
Name		_
Address		_
Postcode		
Name		_
Address		
Postcode		

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	Defined terms used in this Form MG02 (and any contin have the meaning given to them in the Charge	uation sheets hereto)
	1 SECURITY OVER CHARGED PORTFOLIO	
	1 1 The Chargor, as beneficial owner, for the purpose and punctual payment and discharge of the indexe and mortgaged (and agreed to charge and mortgage Agent (as trustee for the Secured Parties) as a by way of first fixed charge and mortgage, all of benefit and interest whatsoever, present and fur espect of the Charged Portfolio, but so that not in any circumstances incur any liability whatsoed calls, instalments or otherwise in connection Portfolio	otedness, has charged age) to the Security continuing security, of its rights, title, ture, to or in or in a Secured Party shall wer in respect of any
	1 2 The security created by or pursuant to the Charg of the Chargor thereunder shall not be affected of	_
	(a) any time, indulgence, waiver or consent at an Chargor or any other person,	ny time given to the
	(b) any amendment to any provision of the Charge Finance Documents, Mezzanine Finance Document Mezzanine Finance Documents,	
	(c) the making or absence of any demand on the Ch person for payment,	nargor, or any other
	(d) the enforcement or absence of enforcement of Charge or any other Finance Document, Mezzani or Junior Mezzanine Finance Document,	
5	Satisfaction of the debt	-
	confirm that the debt for which the charge described above was given has been paid or satisfied ✓ In full In part	Please tick one box only
6	Signature	1
	Please sign the form here	
Signature	X CUARO Crance 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

Presenter information	Important 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	Please note that all information on this form will appear on the public record.
visible to searchers of the public record	☑ Where to send
Company name Clifford Chance LLP	You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:
Address 10 Upper Bank Street	For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff
Post town Canary Wharf County/Region London	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
Postcode E 1 4 5 J J Country United Kingdom	or LP - 4 Edinburgh 2 (Legal Post) For companies registered in Northern Ireland: The Pagister of Companies Companies Hause
DX 149120 Canary Wharf 3 Telephone 020 7006 1000	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
Checklist We may return forms completed incorrectly or	Further information
with information missing	For further information, please see the guidance notes on the website at www companieshouse gov uk
Please make sure you have remembered the following.	or email enquiries@companieshouse gov uk
The company name and number match the information held on the public Register	This form is available in an
You have completed the charge details in Section 2	alternative format. Please visit the
You have completed the name and address of the chargee, or trustee for the debenture holders	forms page on the website at
You have completed the short particulars of the property mortgaged or charged You have confirmed whether the charge is to be	www.companieshouse.gov.uk
satisfied in full or in part You have signed the form	

In accordance with Section 872(1)(a) of the Companies Act 2006

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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (e) the release of any guarantee, indemnity or security (including any security created by or pursuant to the Charge or any other Finance Document, Mezzanine Finance Document or Junior Mezzanine Finance Document),
- (f) the winding-up, administration or examination of the Chargor or any other person (or the commencement of any such winding-up, administration or examination),
- (g) the illegality, invalidity or unenforceability of or any defect in any provision of the Charge or any other Finance Document, Mezzanine Finance Document or Junior Mezzanine Finance Document,
- (h) the illegality, invalidity or unenforceability of or any defect in any other document relating to or securing all or any part of indebtedness, and
- (1) any other matter or thing whatsoever

2 COVENANTS

The Chargor has covenanted with the Security Agent that during the continuance of the security

- (a) it will remain the registered and the beneficial owner or the Charged Portfolio and that it will not permit any person other than the Security Agent (or such person as may be specified for this purpose in writing by the Security Agent) to be registered as holder of the Charged Portfolio or any part thereof,
- (b) except for the Charge, it will not create or purport to create or permit to subsist any security on or over the Charged Portfolio or any part thereof or interest therein,
- (c) it will not sell transfer or otherwise dispose of the Charged Portfolio or any part thereof or interest therein or attempt or agree so to do

3 FURTHER ASSURANCE

3 1 The Chargor shall at any time, if required by the Security Agent, execute such share transfers and such further legal or other charges to assignments in favour of the Security Agent as the Security Agent shall from time to time require over all or any of the Charged Portfolio charged by it under the Charge and all rights relating thereto both present and future (including any substituted securities and any vendor's lien) and any other transfers or documents the Security Agent may from time to time require for perfecting its title to the same or for vesting or enabling it to vest the same in itself or its nominee(s) to secure or discharge the Indebtedness, such further charges or assignments to be prepared by or on behalf of the Security Agent at the cost of the Chargor and to contain an immediate power of sale without notice, a clause varying the provisions of Section 20 of the Act (regulation of power of sale) accordingly, a clause excluding the provisions of Section 17 of the Act (restriction on consolidation of mortgages) and such other clauses for the benefit of the

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In accordance with Section 872(1)(a) of the Companies Act 2006

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

4
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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Security Agent as the Security Agent may reasonably require

3 2 The Chargor shall at any time following the occurrence of a Declared Default, execute such share tranfers as the Security Agent shall require over all or any of the Charged Portfolio and all rights relating thereto both present and future and any other transfers or documents the Security Agent may require for vesting or enabling it to vest the same in any purchaser