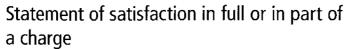
In accordance with Section 859L of the Companies Act 2006

# **MR04**





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.

You may not use register a statem in full or in part charge against at LL MR04.



16/12/2017

COMPANIES HOUSE

A20

jov.uk

please

Company details Filling in this form Company number 3 Please complete in typescript or in Company name in full bold black capitals. Chestnutbay Limited All fields are mandatory unless specified or indicated by \* Charge creation 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 Charges created before 06/04/2013 Part A Charge creation date Please give the date of creation of the charge. 2 18 Charge creation date Charge number Please give the charge number. This can be found on the certificate. Charge number\* **A3** Description of instrument (if any) Please give a description of the instrument (if any) by which the charge is Continuation page Please use a continuation page if created or evidenced. you need to enter more details Instrument description A target debenture dated 28 June 2007 (the "Deed") between the Chargor & the other companies listed in Schedule 1 to the deed (together, the "Chargors") and Kaupthing Bank hf (the "Security Trustee") as security trustee and agent for the benefit of the Secured **Parties** 

# MR04

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged			
	Please give the short particulars of the property or undertaking charged.	Continuation page Please use a continuation page if		
Short particulars	Pursuant to clause 3 1 of the Deed	you need to enter more details.		
	Each Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee (as security trustee and agent for the Secured Parties			
	<ul> <li>(a) by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 3to the Deed)now belonging to it,</li> <li>(b) by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future, and</li> <li>(c) by way of fixed first charge, all its present and future</li> <li>(i) Book Debts,</li> <li>(ii) Bank Accounts,</li> <li>Please see attached continuation sheet</li> </ul>	,		

# 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 This is the unique reference code		
Charge code •		allocated by the registrar		

MR04 Statement of satisfaction in full or in part of a charge

Part C	To be completed for all charges	
<b>C1</b>	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	
Name	Please give the name of the person delivering this statement  James Tugendhat  Please give the address of the person delivering this statement	,
Building name/number	46	
Street	Anson Road	
Post town	London	
County/Region		
Postcode	N 7 0 A B Please give the person's interest in the charge (e.g. chargor/chargee etc).	
Person's interest in the charge	Director of the Chargor	,
C3	Signature	
	Please sign the form here.	
Signature	Signature X	

## MR04

Statement of satisfaction in full or in part of a 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 wil appear on the public record.	
visible to searchers of the public record.	☑ Where to send	
Company name Described Laboratory	You may return this form to any Companies House address. However, for expediency, we advise you	
Bright Horizons Family Solutions	to return it to the appropriate address below:	
Limited  Address 2 Crown Court	For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ. DX 33050 Cardiff.	
Post town         Rushden           County/Region         Northamptonshire           Postcode         N         N         1         0         6         B         S           Country	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).	
DX	For companies registered in Northern Ireland: The Registrar of Companies, Companies House,	
Telephone 01933 415944	Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.	
✓ Checklist	DX 481 N.R. Belfast 1.	
We may return forms completed incorrectly or with information missing.	<i>j</i> Further information	
Please make sure you have remembered the following:  The company name and number match the information held on the public Register.	For further information, please see the guidance note on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk  This form is available in an	
Part A Charges created before 06/04/2013  You have given the charge date.  You have given the charge number (if appropriate)  You have completed the Description of instrument and Short particulars in Sections A3 and A4.	alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk	
<ul> <li>Part B Charges created on or after 06/04/2013</li> <li>You have given the charge code.</li> </ul>		
<ul> <li>□ Part C To be completed for all charges</li> <li>□ You have ticked the appropriate box in Section C1.</li> <li>You have given the details of the person delivering</li> <li>□ this statement in Section C2.</li> <li>You have signed the form.</li> </ul>		

In accordance with Section 859L of the Companies Act 2006.

## MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A 4	

## Short particulars of the property or undertaking charged

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

### Short particulars

- (iii) Investments,
- (iv) Uncalled Capital and Goodwill,
- (v) Intellectual Property,
- (vi) Rental income,
- (vii) Beneficial interest in any pension fund,
- (viii) Plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of clause 3 1 of the Deed),
- (ix) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits.

#### Pursuant to clause 3 2 of the Deed

- (a) Each Chargor assigns absolutely with full title guarantee to the Security Trustee (as security trustee for itself and the other Secured Parties) all its rights, title and interest in the proceeds of any insurances and in the Assigned Agreements, and any other agreements, contracts, deeds, undertakings, guarantees, warranties or other documents now or hereafter entered into by or given to any Chargor ( to the extent they are capable of being assigned) provided that on payment or discharge in full of all money or liabilities due whether in respect of principal, interest or otherwise owing or incurred to any Secured Party or Chargor or any other Obligor re-assign the Assigned Agreements to that Chargor (or as it shall direct),
- (b) Until the Security has become enforceable, but subject to clause 12 4 of the Deed, the relevant Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

### Pursuant to clause 4.1 of the Deed

Each Chargor, with full title guarantee and as security of the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee (as security trustee and agent for the Secured Parties) by way of first floating charge its undertaking and all its assets both present and future (including assets expressed to be charged by clause 3 of the Deed (Fixed charges)).

## Pursuant to clause 5 1 of the Deed

No Chargor shall create or permit to subsist and Security over any Charged Asset, not do anything else prohibited by clause 25 15 (Negative pledge) of the Credit Agreement, except as permitted by that clause.