

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

FRIDAY



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A08

13/06/2014

#134

COMPANIES HOUSE

1 Company details

Company number 0 4 7 8 2 8 2 0

Company name in full ALL3MEDIA LIMITED
(the "Chargor")

9

Filing 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 02 01 06 20 05

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 A supplemental deed relating to a deed of assignment of
Keyman Life Policy originally dated 31 July 2004 (the
"Deed").

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

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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 you need to enter more details

Short particulars

1 ASSIGNMENT

The Assignor assigned and agreed to assign by way of security with full title guarantee to the Security Agent the Policy and all monies including bonuses accrued or which may at any time after 21 June 2005 accrue which shall become payable under it and the benefit of all powers and remedies for enforcing the same absolutely as a continuing security to the Security Agent for the payment or discharge by the Assignor of the Secured Obligations subject only to the proviso for redemption contained in clause 4 of the Deed of Assignment of Keyman Life Policy

2 ASSIGNOR'S COVENANTS

The Assignor hereby covenants with the Security Agent that

2 1 nothing shall be done, permitted or suffered by the Assignor and/or which the Assignor is reasonably able to prevent whereby the Security Agent, or any person claiming title through the Security Agent may be prevented from receiving the monies payable under it or any part thereof,

2 2 the Assignor has not borrowed and will not borrow any monies from the Insurer pursuant to the terms of the Policy,

3 FURTHER ASSURANCE

The Assignor undertakes from time to time and at all times, whether before or after the security constituted by the Deed shall have become enforceable, insofar as it is lawfully able so to do, and to the extent not inconsistent with the Deed, the Facilities Agreement and the terms of the Policy to execute and do all such assurances and things as the Security Agent may reasonably require for protecting, preserving or perfecting the security constituted by this Deed of Assignment or otherwise for enforcing the same or exercising any of the powers, rights, authorities and discretions conferred on the Security Agent by the Deed and in particular, but without limitation, the Assignor shall execute all transfers, assignments, and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Agent may reasonably think expedient

Continued on continuation sheet 1

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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

				-					-			
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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)

ALL3MEDIA LIMITED

Surname

Please give the address of the person delivering this statement

Building name/number

BERKSHIRE HOUSE

Street

168 - 173 HIGH HOLBORN

Post town

LONDON

County/Region

Postcode

W C 1 V 7 A A

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

Person's interest in the charge

Chargor

C3

Signature

Please sign the form here

Signature

Signature

X *N Bye*

X

CHFP025

04/13 Version 1.0

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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

Company name

ALL3MEDIA LIMITED

Address

BERKSHIRE HOUSE

168 - 173 HIGH HOLBORN

Post town

LONDON

County/Region

Postcode

W C I V 7 A A

Country

DX

Telephone



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



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



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

4 POWER OF ATTORNEY

4 The Assignor irrevocably appointed the Security Agent and its agents its true and lawful attorney with full power (in the name of the Assignor) at any time after the occurrence of an Event of Default which is continuing unremedied and unwaived to ask for, require, demand, receive, compound and give acquittance for any and all monies and claims due under or arising out of the Policy and to endorse any cheques or other instruments or orders in connection with the Deed or therewith and to make any claims or to take any action or to institute any proceedings which the Security Agent may deem necessary or desirable in connection therewith provided always

4 1 1 that the Security Agent and its agents shall not (save in the case of gross negligence or wilful default) be responsible to the Assignor for any loss thereby incurred, and

4 1 2 notwithstanding the terms of clause 7 1 1 of the Deed third parties shall not be bound to see or enquire whether the right of the Security Agent to exercise the powers conferred by the Deed has arisen

4 2 The Assignor ratified and confirmed and agreed to ratify all acts of any such attorney as is mentioned in clause 7 1 of the Deed in the exercise of all or any of the powers, authorities and discretions referred to therein

4 3 The power of attorney granted is as regards the Security Agent and its delegates (and as the Assignor acknowledges) granted irrevocably and for value as part of the security constituted by the Deed to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971

In this form

"**Delegate**" means any delegate, agent, attorney or co-agent appointed by the Security Agent,

"**Facilities Agreement**" means a facilities agreement dated 31 July 2003 entered into between, amongst others, the Principal Borrower and The Royal Bank of Scotland plc, as amended by letters dated 16 October 2003 and 13 February 2004 and as acceded to by Tulip Holdings B V as Dutch Borrower and as acceded to by the Original Revolving Borrowers and the Original Production Borrowers (both as defined in the Facilities Agreement) on or around 29 August 2003, on or about 17 June 2004 and as amended and restated by a supplemental agreement dated on or around 17 June 2004 and as amended and restated by a supplemental agreement dated 12 October 2004 and as amended and restated on 21 June 2005,

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"Finance Party" means the Facility Agent, the Arranger, the Security Agent, a Lender, the Guarantee Bank, a Hedge Counterparty or any Ancillary Lender (each as defined in the Facilities Agreement),

"Group" means, at any time, the Parent and its Subsidiaries and Permitted Joint Ventures at such time (each as defined in the Facilities Agreement) (each a **"Group Company"**),

"Insurer" means the company or office issuing or directed by the Security Agent to issue a Policy or any new or substituted policy charged or intended to be charged under the provisions of the Deed,

"Policy" means the policy of insurance particulars of which are set out in the Schedule hereto,

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property (as defined in the Facilities Agreement),

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Group Company to the Security Beneficiaries whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and in whatever currency denominated including all liabilities from time to time assumed or incurred by any Security Beneficiary at the request of any Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which a Security Beneficiary may in the course of its business charge in respect of any facilities or accommodation or service provided by any Security Beneficiary or for keeping any Group Company's account, provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985,

"Security Beneficiaries" means each Finance Party from time to time party to the Facilities Agreement or any Receiver or Delegate (each a "Security Beneficiary")

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SCHEDULE

Policy Details

<i>Insurer</i>	<i>Policy No</i>	<i>Life Assured</i>	<i>Sum Assured</i>	<i>Duration of Cover</i>
Skandia Life Assurance Company Limited	CI101811 4986	John Christopher Pfeil	£150,000	5 years from 31 July 2004