

# MG02

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



✓ **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**  
You cannot use this form to register  
a statement of satisfaction in full or in  
part of a fixed charge or in part of a  
company registered in Scotland. If you  
do this, please use form

THURSDAY



L34 30/09/2010 290  
COMPANIES HOUSE

<b>1 Company details</b>		For official use
Company number	4 9 9 6 8 2 6	→ <b>Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Eclipse Acquisitions Limited (the "Chargor")	

<b>2 Creation of charge</b>		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
Date charge created	d1 d4 m0 m5 y2 y0 y0 y8	
Description 1	Fixed and Floating Security Document dated 14 May 2008 (the "Security Document")	
Date of registration 2	d2 d3 m0 m5 y2 y0 y0 y8	

<b>3 Name and address of chargee(s), or trustee(s) for the debenture holders</b>		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders		
Name	Barclays Bank PLC (the "Security Agent")	
Address	5 North Colonnade Canary Wharf, London	
Postcode	E 1 4 4 B B	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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**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

The Security Document entered into by, amongst others, the Chargor and Barclays Bank PLC (the "Chargee")

The amounts owing under the Security Document are all present and future moneys, debts and liabilities due, owing or incurred by the Chargor to any Secured Party under or in connection with any Secured Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

For further details, please see the continuation sheet

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

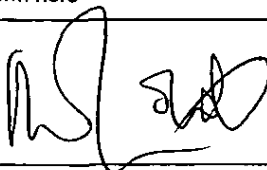
**Signature**

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of the charge

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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 Marianne Khoo

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Canary Wharf

Post town

County/Region

Postcode E 1 4 5 J J

Country

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
- ☐ You have completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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### 4 Short particulars of all the property mortgaged or charged

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Short particulars

**"Applicable Facilities Agreement"** means

- (a) up to and including the Senior Discharge Date, the Senior Facilities Agreement, and
- (b) thereafter, the Mezzanine Facility Agreement, until the Mezzanine Discharge Date

**"Assigned Agreements"** means

- (a) the Insurances, and
- (b) the Intra-Group Loan Agreements

**"Bank Accounts"** of the Chargor means all material current, deposit or other accounts with any bank or financial institution in which the Chargor at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Document or in the future standing of those accounts including those listed in Schedule 3 (*Bank Accounts*) to the Security Document, as set out in Note (3)

**"Book Debts"** of the Chargor means all material book and other material debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to the Chargor and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Security Document

**"Enforcement Event"** means an Event of Default has occurred and is continuing and in relation to which a notice of acceleration has been delivered under the Applicable Facilities Agreement or the occurrence of an Event of Default which is continuing referred to in paragraph (d) of Clause 26 17 (*Acceleration*) of the Senior Facilities Agreement or paragraph (b) of Clause 22 17 (*Acceleration*) of the Mezzanine Facility Agreement

**"Event of Default"** means any event or circumstance specified as such in Clause 26 (*Events of Default*) of the Senior Facilities Agreement or Clause 22 (*Events of Default*) of the Mezzanine Facility Agreement

**"Facilities Agreements"** means the Senior Facilities Agreement and the Mezzanine Facility Agreement

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

**"Hedging Bank"** means

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(a) any Facilities Hedging Bank, and

(b) any Treasury Hedging Bank,

each as defined in the Intercreditor Agreement

**"Insurances"** of the Chargor means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor at the date of the Security Document or in the future has an interest

**"Intellectual Property"** of the Chargor means all material trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which the Chargor at the date of the Security Document or in the future owns or (to the extent of its interest) in which the Chargor at the date of the Security Document or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

**"Intercreditor Agreement"** means the intercreditor agreement dated 14 February 2008 entered into between, amongst others, Angus Newco Limited, the Parent, Security Agent, the Original Issuing Bank, the Hedging Banks, the Mezzanine Agent, the Lenders, the Mezzanine Lenders, the Parent, the Original Intercompany Lenders and the Original Intercompany Borrowers (each as defined in that agreement)

**"Intra-Group Loan Agreements"** means any agreements (whether documented or not) or documents relating to material intercompany receivables of the Chargor and includes the intra-group loan agreements listed in Schedule 5 (*Intra-Group Loan Agreements*) to the Security Document, as set out in Note (5)

**"Investments"** of the Chargor means

- (i) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (ii) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (iii) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and

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(iii) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights, in each case at the date of the Security Document or in the future owned by the Chargor or (to the extent of its interest) in which the Chargor at the date of the Security Document or in the future has an interest

**"Mezzanine Discharge Date"** has the meaning given to such term in the Intercreditor Agreement

**"Mezzanine Facility Agreement"** means the £47,000,000 mezzanine facility agreement dated 14 February 2008 between, amongst others, Angus Newco Limited and the Mezzanine Finance Parties

**"Mezzanine Finance Parties"** means the Finance Parties as defined in the Mezzanine Facility Agreement

**"Permitted Disposal"** has the same meaning given to it in Clause 1.1 (*Definitions*) of the Applicable Facilities Agreement

**"Permitted Security"** has the same meaning given to it in Clause 1.1 (*Definitions*) of the Applicable Facilities Agreement

**"Real Property"** means any material freehold and leasehold property in England and Wales and any other material real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

**"Secured Documents"** has the meaning given to it in Clause 1.1 (*Definitions*) of the Applicable Facilities Agreement

**"Secured Party"** means a Senior Finance Party, a Mezzanine Finance Party or a Hedging Bank

**"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

**"Senior Discharge Date"** has the meaning given to such term in the Intercreditor Agreement

**"Senior Facilities Agreement"** means the senior facilities agreement dated 14 February 2008 between, amongst others, Angus Newco Limited and the Senior Finance Parties

**"Senior Finance Parties"** means the Finance Parties as defined in the Senior Facilities Agreement

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any reference to the "Security Agent" shall be construed so as to include its successors in