

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 NOT for**
You cannot use this form to register
a statement of satisfaction in full
or in part of a fixed charge for a
company registered in Scotland. To
do this, please use form MG02s

THURSDAY



LD2 07/02/2013 #39
COMPANIES HOUSE

1 Company details		3 For official use Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company number	5 6 0 6 5 7 6	
Company name in full	Arrow Global (Holdings) Limited (the "Company")	

2 Creation of charge		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	0 4 1 0 2 0 1 1	
Description 1	Debenture	
Date of registration 2	1 7 1 0 2 0 1 1	

3 Name and address of chargee(s), or trustee(s) for the debenture holders		Continuation page 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	The Royal Bank of Scotland plc ("Security Agent")	
Address	Level 7, 2 1/2 Devonshire Square	
	London	
Postcode	E C 2 M 4 B A	
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

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

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

1. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

1 1 Fixed charges

By Clause 3 1 of the Debenture, the Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which, so far as it relates to land in England and Wales vested in the Company at the date of the Debenture and listed in Schedule 3 to the Debenture, shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets in each case both at the date of the Debenture and future

Please see the attached continuation sheets - Short Particulars (1-8)

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 Freshfields Bruckhaus Deringer X
LLP

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

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1.1.1 the Real Property (but excluding any Short Leasehold Property and any Excluded Property),

1.1.2 the Tangible Moveable Property, subject to obtaining any necessary consent to such fixed charge from any third party,

1.1.3 the Accounts,

1.1.4 the Charged Intellectual Property,

1.1.5 any goodwill and rights in relation to the uncalled capital of the Company,

1.1.6 the Investments and all Related Rights,

1.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise),

1.1.8 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights,

1.1.9 each Debt Purchase Agreement (other than each Excluded Debt Purchase Agreement),

1.1.10 the Portfolio Accounts, including, without limitation

(a) the Company's right to demand, sue, for, recover, receive and give receipts for all principal payable or to become payable in respect of the Portfolio Accounts or the unpaid part thereof and the interest thereon and any rights or remedies of the Company against the Originator in respect thereof, and

(b) the benefit of the Files, the right to sue on all covenants given by the Debtor in each Credit Agreement, the right to exercise all the Company's powers in relation to each Credit Agreement, each Debt Purchase Agreement or otherwise in connection with the Portfolio Accounts and any rights or remedies of the Company against the Debtors in respect thereof,

1.1.11 the Files,

1.1.12 the Receivables, and

MG02 - continuation page

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

Short particulars

1 1 13 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 1 1.1 to 1 2, subject to obtaining any necessary consent to such fixed charge from any third party, provided that no fixed charge is purported to be created in respect of any assets which are held by the Company on trust on behalf of a third party which is not a member of the Group

1 2 Assignments

By Clause 3.2 of the Debenture, the Company assigned with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party) in each case both at the date of the Debenture and future

1.2.1 each of the Insurance Policies (other than the Excluded Insurance Policies), and

1.2 2 each of the Specific Contracts (other than an Excluded Debt Purchase Agreement), and, in each case, all Related Rights

1 3 Floating charge

1 3.1 By Clause 3.2 of the Debenture, the Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge

(a) all assets at the date of the Debenture and future assets and undertaking of the Company, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under the Debenture in favour of the Security Agent as security for the Secured Obligations and

(b) all assets at the date of the Debenture and future assets and undertaking of the Company situated in Scotland or the rights to which are governed by Scots law

1 3.2 The floating charge created by Clause 1 3 of the Debenture shall be deferred in point of priority to all fixed security validly and effectively created by the Company under the Finance Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations

1 3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 1.3 of the Debenture

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2. NEGATIVE PLEDGE AND DISPOSALS

2.1 Security

By Clause 7.1 of the Debenture, the Company covenanted that it shall not, at any time during the subsistence of the Debenture or any Mortgage, create or permit to subsist any Security over all or any part of the Charged Property other than Permitted Security

2.2 No disposal of interests

By Clause 7.2 of the Debenture, the Company covenanted that it shall not (and shall not agree to) at any time during the subsistence of the Debenture or any Mortgage, except as permitted by the Finance Documents

2.2.1 execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Property, or

2.2.2 create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property, or

2.2.3 (a) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (b) allow or grant any person any licence or right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Agent to exercise any of the Collateral Rights. or

2.2.4 assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Security Agent, or the credit balance standing to any such Account shall be capable of assignment or other disposal, or

2.2.5 lend or otherwise dispose of, or grant any rights (whether of pre-emption or otherwise) over, all or any part of the Investments or any Related Rights

MG02 - continuation page

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

Short particulars

Definitions

Agent means The Royal Bank of Scotland plc as agent under the Finance Documents

Account means the RBS Collection Accounts, the RBS Current Accounts, the Non-RBS Collection Accounts, the Non-RBS Current Accounts and any other account (other than the Excluded Accounts) opened or maintained by the Company with the Security Agent or any other financial institution (and any replacement account or subdivision or sub-account of that account) and any credit balance from time to time on any account opened or maintained by the Company with the Security Agent or any other financial institution (and any replacement account or subdivision or sub-account of that account) and, in each case, all Related Rights

Charged Intellectual Property means any and all Intellectual Property owned by the Company at the date of the Debenture or in the future including without limitation those rights listed in Schedule 5 to the Debenture

Charged Property means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture and any Mortgage

Collateral Rights means all rights, powers and remedies of the Security Agent provided by or pursuant to the Debenture or any Mortgage or by law

Core Originator means

- (a) a bank or credit card provider,
- (b) a telecommunications company,
- (c) a utility company,
- (d) a subscription service provider,
- (e) a mail order/home shopping company,
- (f) any other originator of receivables that are of a substantially similar type or nature to the receivables held by the Company on the date of the Facilities Agreement, or
- (g) any other person approved by Agent, in each case, that is the original issuer or financier of the Portfolios (as defined in the Facilities Agreement) constituted by the relevant Portfolio Accounts,

Credit Agreement means each written agreement between a Debtor and an Originator, including amendments thereto, which sets forth the terms and conditions pursuant to which a Portfolio Account was initially opened

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Credit Application means the signed original application for credit whereby a person or persons applied to an Originator for the opening of a Portfolio Account

Debtor means a person who is a debtor in respect of a Portfolio Account

Debt Purchase Agreement means an agreement pursuant to which a Portfolio Account is acquired by a Borrower (as defined under the Facilities Agreement)

Derivative Assets means all assets derived from any of the Shares including all allotments, accretions, offers, rights, dividends, interest, income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Shares and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof

Excluded Accounts means the accounts listed at Part 5 of Schedule 2 to the Debenture and each account designated as an Excluded Account by the Parent and the Security Agent from time to time

Excluded Debt Purchase Agreement means any Debt Purchase Agreement (a) which expressly prohibits an assignment or charge of the Company's rights, title and benefits thereunder, and (b) for which the Company has not received consent to grant such assignment or charge

Excluded Insurance Policy means each policy of insurance, the details of which are set out at Part B of Schedule 13 to the Debenture and each policy of insurance designated as an Excluded Insurance Policy by the Parent and the Security Agent from time to time

Excluded Property means any Real Property held by the Company where the creation of a security interest therein is subject to the consent of a third party which has not been obtained provided that the Company has used all reasonable endeavours to obtain such consent

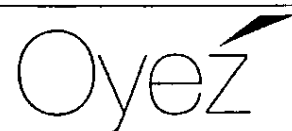
Facilities Agreement means the facilities agreement dated 4 October 2011 between, amongst others, The Royal Bank of Scotland plc (as the Arranger the Original Lender, the Agent and the Security Agent) and the Original Chargors as amended, varied, novated or supplemented from time to time

File means, in respect of a Portfolio Account, all information, comments, documents and any correspondence from or to a Debtor, including the Credit Application, Credit statement fiche, which are supplied by an Originator and held by the Company, together Related Rights

Finance Documents has the meaning ascribed to it in the Facilities Agreement

MG02 - continuation page

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

Short particulars

Group means the Parent and its subsidiaries within the meaning of section 1159 of the Companies Act 2006 and, in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006, provided that in relation to a member of the Group, references to subsidiary shall not include Strzala Sp z o o or Arrow Global Portugal Limited

Hedging Agreement has the meaning ascribed to it in the Facilities Agreement

Insurance Policy means each policy of insurance, the details of which are set out at Part A of Schedule 13 to the Debenture and any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest

Intellectual Property means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may subsist at the date of the Debenture or in the future), whether registered or unregistered, and the benefit of all applications and rights to use such assets of each member of the Group (which may subsist at the date of the Debenture or in the future)

Intercreditor Agreement means the intercreditor agreement dated 4 October 2011 between, amongst others, The Royal Bank of Scotland plc (as the Arranger, the Original Senior Lender, the Agent and the Security Agent) and each Original Chargor as amended, varied, novated or supplemented from time to time

Investments means

(a) any stocks, shares, debentures, bonds, coupons, negotiable instruments, securities and certificates of deposit (but not including the Shares),

(b) all interests in collective investment schemes, and

(c) all warrants, options and other rights to subscribe for or acquire any of the investments described in paragraphs (a) and (b) above,

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

Monetary Claims means any book and other debts and monetary claims (other than Accounts) owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company)

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Mortgage means a mortgage or charge in respect of all the Real Property granted by the Company in favour of the Security Agent in accordance with Clause 6 of the Debenture substantially in the form of Schedule 10 to the Debenture

Non-Core Originator means any person that is not a Core-Originator

Non-RBS Collection Accounts means each Non-RBS Collection Account as defined in the Facilities Agreement, including, without limitation, the Accounts, the details of which are set out at Part 3 of Schedule 2 to the Debenture

Non-RBS Current Accounts means each Non-RBS Current Account as defined in the Facilities Agreement, including, without limitation, the Accounts, the details of which are set out at Part 4 of Schedule 2 to the Debenture

Originator means a Core Originator or a Non-Core Originator

Parent means Arrow Global Guernsey Holdings Limited

Permitted Security has the meaning given to it in the Facilities Agreement

Portfolio Accounts means a sub-performing or charged-off consumer account, instalment loan or judgement in relation to any of the foregoing, or other similar account or judgement in relation to a similar account or claim in tort, in each case owned by or acquired by the Company forming part of a Borrower Base Portfolio or of a Non-Borrower Base Portfolio (each term as defined in the Facilities Agreement)

RBS Collection Account means each RBS Collection Account as defined in the Facilities Agreement, the details of which are set out at Part 1 of Schedule 2 to the Debenture

RBS Current Accounts means each RBS Current Account, as defined in the Facilities Agreement, including, without limitation the Accounts the details of which are set out at Part 2 of Schedule 2 to the Debenture

Real Property means

(a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England & Wales specified at Schedule 3 to the Debenture), and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, and includes all Related Rights

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Receivables means, in relation to a Portfolio Account, any amounts owing by a Debtor to the Company in respect of such Portfolio Account and including the benefit of all rights, guarantee, Security and remedies relating to such amounts (including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar rights and all proceeds foregoing)

Related Rights means, in relation to the Shares, the Derivative Assets, and in relation to any asset (including the Shares)

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

Secured Parties means the Security Agent, any Receiver, the Arranger, the Agent, the Lenders, any Hedge Counterparty and any other Finance Parties (each term as defined in the Facilities Agreement) from time to time party to the Intercreditor Agreement

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

Servicing Agreement has the meaning ascribed to it in the Facilities Agreement

Shares means all of the shares listed at Schedule 4 to the Debenture and all of the shares in the capital of any other company, in each case held by, to the order or on behalf of the Company from time to time

Short Leasehold Property means a leasehold property that has

- (a) a rack rent lease payable in respect thereof, and
- (b) a term of 10 years or less to run as at the date hereof (or in the case of any property acquired after the date of the Debenture, as at the date on which such leasehold property is acquired)

Specific Contracts means the Hedging Agreements, the Servicing Agreements and the Debt Purchase Agreements

Tangible Moveable Property means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights

MG02

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



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
Elizabeth Hartney, Trainee Solicitor

Company name
Freshfields Bruckhaus Deringer LLP

Address
65 Fleet Street

London

England

Post town
United Kingdom

County/Region

Postcode
E C 4 Y 1 H S

Country

DX
DX 23 London/Chancery Lane

Telephone
020 7936 4000



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 or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk