



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

Company name: **Acromas Bid Co Limited**

Company number: **06252535**

Received for Electronic Filing: **04/05/2016**



X56A46OR

Details of Satisfaction

Charge created (or property acquired) before 6th April 2013.

CH ref. **2**

Date of creation: **17/09/2007**

Description of instrument: **A DEBENTURE DATED 17 SEPTEMBER 2007 IN FAVOUR OF BARCLAYS BANK PLC, DELIVERED TO COMPANIES HOUSE ON 20 MAY 2011 OWING TO THE ACQUISITION OF PROPERTY SUBJECT TO THE CHARGE.**

Short Particulars: **PARTICULARS OF THE PROPERTY OR UNDERTAKING CHARGED AS DESCRIBED IN FORM MG06 DELIVERED ON 20 MAY 2011: FIXED CHARGES IN ACCORDANCE WITH CLAUSE 3.1 OF THE DEBENTURE, THE CHARGING COMPANY, AS SECURITY FOR THE PAYMENT AND DISCHARGE OF THE INDEBTEDNESS, HAS CHARGED IN FAVOUR OF THE SECURITY TRUSTEE WITH FULL TITLE GUARANTEE (EXCEPT THAT NO FULL TITLE GUARANTEE IS GIVEN IN RESPECT OF THE SOFTWARE OBTAINED BY THE CHARGING COMPANY ON LICENCE AND ANY INFORMATION IN THE CUSTOMER DATABASE OBTAINED BY THE CHARGING COMPANY ON LICENCE) THE FOLLOWING ASSETS, BOTH PRESENT AND FUTURE, FROM TIME TO TIME OWNED BY IT OR IN WHICH IT HAS AN INTEREST (SUBJECT TO CLAUSE 3.6 OF THE DEBENTURE) (A) BY WAY OF FIRST LEGAL MORTGAGE ALL PREMISES TOGETHER WITH ALL BUILDINGS AND FIXTURES (INCLUDING TRADE FIXTURES) ON THOSE PREMISES; AND (B) BY WAY OF FIRST FIXED CHARGE: I. ALL THE SUBSIDIARY SHARES (INCLUDING THOSE SHARES HELD BY IT IN ACROMAS INSURANCE COMPANY LIMITED) AND INVESTMENTS AND ALL CORRESPONDING DISTRIBUTION RIGHTS; II. ALL OTHER INTERESTS (NOT CHARGED UNDER CLAUSE 3.1(A) OF THE DEBENTURE) IN ANY FREEHOLD OR LEASEHOLD PROPERTY, THE BUILDINGS AND FIXTURES (INCLUDING TRADE FIXTURES) ON THAT PROPERTY, ALL PROCEEDS OF SALE**

AND THE BENEFIT OF ALL WARRANTIES AND COVENANTS AND ALL LICENCES TO ENTER UPON OR USE LAND AND THE BENEFIT OF ALL OTHER AGREEMENTS RELATING TO LAND; III. ALL PLANT, MACHINERY, VEHICLES, COMPUTERS, OFFICE AND OTHER EQUIPMENT AND THE BENEFIT OF ALL CONTRACTS, LICENCES AND WARRANTIES; IV. ALL BOOK DEBTS AND ALL RIGHTS AND CLAIMS AGAINST THIRD PARTIES AND AGAINST ANY SECURITY IN RESPECT OF THOSE BOOK DEBTS; V. ALL DEBTS AND MONETARY CLAIMS (OTHER THAN BOOK DEBTS) AND ALL RIGHTS AGAINST THIRD PARTIES IN RESPECT OF THOSE DEBTS AND CLAIMS; VI. ALL MONIES STANDING TO THE CREDIT OF ITS ACCOUNTS (INCLUDING THE NOMINATED ACCOUNTS AND THE COLLECTION ACCOUNTS) AND ALL RIGHTS RELATED TO THOSE ACCOUNTS BUT EXCLUDING MONIES STANDING TO THE CREDIT OF THE EXCLUDED ACCOUNTS; VII. ALL ITS INTELLECTUAL PROPERTY (INCLUDING THE SOFTWARE); VIII. ALL RIGHTS AND INTEREST IN THE HEDGING AGREEMENTS; IX. THE BENEFIT OF ALL CONSENTS AND AGREEMENTS HELD BY IT IN CONNECTION WITH THE USE OF ANY OF ITS ASSETS; X. ITS GOODWILL AND UNCALLED CAPITAL; AND XI. IF NOT EFFECTIVELY ASSIGNED BY CLAUSE 3.3 (SECURITY ASSIGNMENT) OF THE DEBENTURE, ALL ITS RIGHTS AND INTERESTS IN (AND CLAIMS UNDER) THE ASSIGNED AGREEMENTS AND THE DATABASE RIGHTS, BUT EXCLUDING THE EXCLUDED ASSETS. FLOATING CHARGE IN ACCORDANCE WITH CLAUSE 3.2 OF THE DEBENTURE, AS FURTHER SECURITY FOR THE PAYMENT AND DISCHARGE OF THE INDEBTEDNESS, THE CHARGING COMPANY HAS CHARGED WITH FULL TITLE GUARANTEE IN FAVOUR OF THE SECURITY TRUSTEE BY WAY OF FIRST FLOATING CHARGE ALL ITS PRESENT AND FUTURE ASSETS NOT EFFECTIVELY CHARGED BY WAY OF FIRST FIXED CHARGE UNDER CLAUSE 3.1 (FIXED CHARGES) OF THE DEBENTURE OR ASSIGNED UNDER CLAUSE 3.3 (SECURITY ASSIGNMENT) OF THE DEBENTURE, INCLUDING HERITABLE PROPERTY AND ALL OTHER ASSETS IN SCOTLAND BUT EXCLUDING THE EXCLUDED ASSETS AND THE EXCLUDED ACCOUNTS. SECURITY ASSIGNMENT (A) AS FURTHER SECURITY FOR THE PAYMENT AND DISCHARGE OF THE INDEBTEDNESS, THE CHARGING COMPANY HAS ASSIGNED ABSOLUTELY WITH FULL TITLE GUARANTEE TO THE SECURITY TRUSTEE ALL ITS RIGHTS, TITLE AND INTEREST IN THE ASSIGNED AGREEMENTS AND THE DATABASE RIGHTS, PROVIDED THAT ON PAYMENT OR DISCHARGE IN FULL OF THE INDEBTEDNESS THE SECURITY TRUSTEE WILL PROMPTLY AT THE REQUEST AND COST OF THE CHARGING COMPANY RE-ASSIGN THE RELEVANT RIGHTS, TITLE AND INTEREST IN THE ASSIGNED AGREEMENTS AND THE DATABASE RIGHTS TO THE CHARGING COMPANY (OR AS THE CHARGING COMPANY SHALL DIRECT) (B) UNTIL THE OCCURRENCE OF A DECLARED DEFAULT, BUT SUBJECT TO CLAUSE 7.6 (ASSIGNED AGREEMENTS) OF THE DEBENTURE, THE CHARGING COMPANY HAS CONTINUED TO DEAL WITH THE COUNTERPARTIES TO THE RELEVANT ASSIGNED AGREEMENTS. (C) THE CHARGING COMPANY HAS WAIVED, BUT ONLY FOLLOWING THE OCCURRENCE OF A DECLARED DEFAULT, ANY RIGHTS WHICH IT MAY HAVE IN THE CUSTOMER DATABASE WHICH ARE GRANTED BY CHAPTER 4 OF PART 1 OF THE COPYRIGHT, DESIGNS AND PATENTS ACT 1988 HEADED "MORAL RIGHTS" AGAINST THE SECURITY TRUSTEE OR ANY PERSON TO WHOM THE SECURITY TRUSTEE HAS ASSIGNED OR LICENSED THE DATABASE RIGHTS. (D)

THE SECURITY TRUSTEE HAS NOT ASSIGNED OR TRANSFERRED ANY OF THE DATABASE RIGHTS TO ANY PERSON AND HAS NOT GRANTED ANY PERSON ANY RIGHT OR AUTHORITY OR LICENCE TO USE ANY OF THE DATABASE RIGHTS OR OTHERWISE DEAL IN THE DATABASE RIGHTS UNLESS AND UNTIL A DECLARED DEFAULT HAS OCCURRED. FURTHER ASSURANCE (A) SUBJECT TO THE AGREED SECURITY PRINCIPLES, THE CHARGING COMPANY HAS PROMPTLY DONE ALL SUCH ACTS OR EXECUTED ALL SUCH DOCUMENTS (INCLUDING ASSIGNMENTS, TRANSFERS, MORTGAGES, CHARGES, NOTICES AND INSTRUCTIONS) AS THE SECURITY TRUSTEE REASONABLY SPECIFIED IN WRITING (AND IN SUCH FORM AS THE SECURITY TRUSTEE REASONABLY REQUIRED IN FAVOUR OF THE SECURITY TRUSTEE OR ITS NOMINEE(S)): I. TO PERFECT THE SECURITY CREATED OR INTENDED TO BE CREATED UNDER OR EVIDENCED BY THE DEBENTURE OR FOR THE EXERCISE OF ANY RIGHTS, POWERS AND REMEDIES OF THE SECURITY TRUSTEE, ANY RECEIVER OR THE SECURED PARTIES PROVIDED BY OR PURSUANT TO THE DEBENTURE OR BY LAW, II. TO CONFER ON THE SECURITY TRUSTEE OR ON THE SECURED PARTIES SECURITY OVER ANY PROPERTY AND ASSETS OF THE CHARGING COMPANY LOCATED IN ANY JURISDICTION EQUIVALENT OR SIMILAR TO THE SECURITY INTENDED TO BE CONFERRED BY OR PURSUANT TO THE DEBENTURE; AND/OR III. TO FACILITATE THE REALISATION OF THE ASSETS WHICH ARE, OR ARE INTENDED TO BE, THE SUBJECT OF THE SECURITY CREATED BY THE DEBENTURE (B) ANY SECURITY DOCUMENT REQUIRED TO BE EXECUTED BY THE CHARGING COMPANY UNDER CLAUSE 5.1 OF THE DEBENTURE CONTAINS CLAUSES CORRESPONDING TO AND NO MORE ONEROUS THAN THE PROVISIONS SET OUT IN THE DEBENTURE. SUBJECT TO THE AGREED SECURITY PRINCIPLES, THE CHARGING COMPANY HAS TAKEN ALL SUCH ACTIONS AS IS AVAILABLE TO IT (INCLUDING MAKING ALL FILINGS AND REGISTRATIONS) AS MAY BE NECESSARY FOR THE PURPOSE OF THE CREATION, PERFECTION, PROTECTION OR MAINTENANCE OF ANY SECURITY SPECIFIED BY THE SECURITY TRUSTEE CONFERRED OR INTENDED TO BE CONFERRED ON THE SECURITY TRUSTEE OR THE SECURED PARTIES BY OR PURSUANT TO THE DEBENTURE (IN EACH CASE TO THE EXTENT NECESSARY TO PERFECT THE SECURITY CREATED OR INTENDED TO BE CREATED UNDER THE DEBENTURE OVER SUCH ASSETS). NEGATIVE PLEDGE THE CHARGING COMPANY MAY NOT: (A) CREATE OR AGREE TO CREATE OR PERMIT TO SUBSIST ANY SECURITY OR QUASI-SECURITY OVER ALL OR ANY PART OF THE CHARGED PROPERTY, (B) SELL, TRANSFER, LEASE OUT, LEND OR OTHERWISE DISPOSE OF ALL OR ANY PART OF THE CHARGED PROPERTY (OTHER THAN FLOATING CHARGE ASSETS ON ARM'S LENGTH TERMS IN THE ORDINARY COURSE OF TRADING) OR THE RIGHT TO RECEIVE OR TO BE PAID THE PROCEEDS ARISING ON THE DISPOSAL OF THE SAME, OR AGREE OR ATTEMPT TO DO SO; OR, (C) DISPOSE OF THE EQUITY OF REDEMPTION IN RESPECT OF ALL OR ANY PART OF THE CHARGED PROPERTY, EXCEPT AS PERMITTED BY THE DEBENTURE, THE SENIOR FACILITIES AGREEMENT OR THE MEZZANINE FACILITY AGREEMENT OR WITH THE PRIOR CONSENT OF THE SECURITY TRUSTEE.

Satisfaction of
charge:

In full

Details of the person delivering this statement and their interest in the charge

Name: **CLIFFORD CHANCE LLP**

Address: **10 UPPER BANK STREET CANARY WHARF ENGLAND E14 5JJ**

Interest: **SOLICITORS TO THE CHARGOR**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**