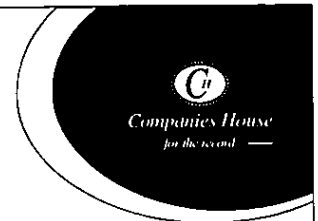


MG02

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



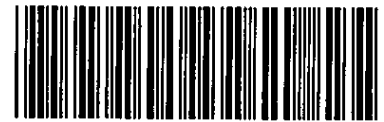
☒ **What this form is for**

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 for**

You cannot use this form to register
a statement of satisfaction in full or
in part of a fixed charge for
company registered in Scotland
do this, please use form MG02

SATURDAY



A1H2BKWG

A14

08/09/2012

#307

COMPANIES HOUSE

1 Company details

Company number 0 6 4 1 0 5 1 2

Company name in full Group Legal Limited

2 Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created 0 7 0 2 2 0 1 1 ✓

Description ①

X

Date of registration ② 0 9 0 2 2 0 1 1 ✓

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

**3 Name and address of chargee(s), or trustee(s) for the
debenture holders**

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name Lloyds TSB Bank plc

Address Dept 1536, 4th Floor, 617 Park Row

Leeds

Postcode L S 1 1 N X

Name

Address

Postcode

Name

Address

Postcode

Continuation page

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

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

First

The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule to in the Debenture (and, where any such property is leasehold, any present or future right or interest conferred upon the Company in relation thereto by virtue of any Enfranchising Legislation (as defined in the Debenture) including any rights arising against any nominee purchaser pursuant thereto) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) of the Company in or over land of whatever description both present and future

Secondly

All the right, title and interest of the Company in all fixed plant and machinery on any freehold or leasehold property forming part of the Charged Property (as defined in the Debenture) from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire, instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments

Thirdly

With the exception of the Excluded Assets, all book debts (including without limitation any book debts which are the Non-Vesting Debts) (as defined in the Debenture) both present and future due or owing to the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) the Related Rights (as defined in the Debenture), negotiable or non-negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights

continued

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

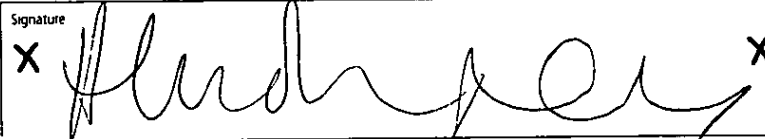
① Please tick one box only

6

Signature

Please sign the form here

Signature

Signature  X

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



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	Barbara Powell									
Company name	Group Legal Limited									
Address	Helmont House Churchill Way									
Post town	Cardiff									
County/Region	South Glamorgan									
Postcode	C	F	1	0	2	H	E			
Country	Wales, UK									
DX										
Telephone	02920 784261									



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 NR Belfast 1



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

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	<p>Fourthly All other debts (including without limitation any other debts which are Non-Vesting Debts), claims, rights and choses in action both present and future of the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing)</p> <p>(a) deposits and credit balances held by the Company with the Bank or any third party from time to time both present and future (including choses in action which gives rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof)</p> <p>(b) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof)</p> <p>(c) without prejudice to paragraph (d) immediately below, any amounts owing or which may become owing to the Company under any building, construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof)</p> <p>(d) without prejudice to paragraph (e) immediately below, all rights (and the proceeds of such rights) present or future, actual or contingent, arising under or in connection with any contract whatsoever in which the Company has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance)</p> <p>(e) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings, and</p> <p>(f) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are Thirdly described above</p> <p>Fifthly Where the Company for the time being carries on any business comprising or relating to the provision of credit (as defined by Section 9 of the Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods</p> <p>(a) the full benefit of and all rights under all the agreements now or hereafter entered into by the Company under which the Company has provided or agreed to provide credit (as defined by section 9 of the Consumer Credit Act 1974) to any person of any amount and all agreements now or hereafter entered into by any person other than the Company under which credit (as so defined) is provided or agreed to be provided and the benefit of which is assigned to or otherwise vested in the Company (the "Credit Agreements"), including all money payable under or in respect of the Credit Agreements,</p> <p>(continued)</p>

4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(b) the full benefit of and all rights under all of the agreements (not being Credit Agreements) which then were or thereafter entered into by the Company for the bailment or (in Scotland) the hiring of goods to any person and all agreements (not being Credit Agreements) which then were or hereafter entered into by any person other than the Company for such bailment or (in Scotland) hiring the benefit of which is assigned to or otherwise vested in the Company (the "Hiring Agreements"), including all money payable under or in respect of the Hiring Agreements,</p> <p>(c) the full benefit of and all rights relating to the Credit Agreements and Hiring Agreements (which together are known in as the "Instalment Credit Agreements" under the Debenture) including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees,</p> <p>(d) the Company's present and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect insofar as the property or any interest in such chattels remains vested in the Company, and</p> <p>(e) the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto</p> <p>Sixthly</p> <p>(a) the Charged Securities, being,</p> <p>1 all those Securities which (or the certificates of which) were then or may at any time in the future be</p> <p>i lodged with or held (in certificated or uncertificated form) by the Bank or its agents on behalf or for the account of the Company, or</p> <p>ii transferred to or registered in the name of the Bank or its nominee(s) on behalf or for the account of the Company or</p> <p>iii held (whether in certificated or uncertificated form) by any person other than the Company for or to the order of the Bank or its nominee(s) at the request of or by arrangement with the Company, or</p> <p>(continued)</p>	

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	<p>iv held in uncertificated form by a member of CREST or any other similar system (including the Company itself if a member of CREST or other similar system) where the Bank or its nominee(s) may to the exclusion of the member of the system direct the transfer of such Securities,</p> <p>(whether lodged, held, transferred or registered for safe custody, collection, security or for any specific purpose or generally and either before or after the date of the Debenture), and</p> <p>2 the benefit of all agreements, arrangements, undertakings or accounts under which any person holds on behalf of or on trust for the Company or has an obligation to deliver or transfer, any such Securities to the Company or to the order of the Company, and</p> <p>3 all those Securities held by the Company in any subsidiary undertaking as defined in Section 1162 (together with Schedule 7) of the Companies Act 2006,</p> <p>(b) all rights in respect of or incidental to the Charged Securities, and</p> <p>(c) the Charged Securities and all stocks, shares, securities, rights, money or property or other assets accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Charged Securities including without limitation all dividends, interest and other income payable in connection therewith (the "Interests in Securities")</p> <p>Seventhly The Intellectual Property Rights being</p> <p>(a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programs, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Company is legally, beneficially or otherwise interested,</p> <p>(b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Company or granted by the Company</p> <p>Eighthly The goodwill and the uncalled capital of the Company both present and future</p> <p>Ninthly All other plant and machinery, fittings and equipment (not in any such case being the Company's stock-in-trade or work in progress) which then were or at any time thereafter belonging to the Company or in which the Company is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Company</p> <p>(continued)</p>

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

Tenthly

All the fights, interests and benefits of the Company under the present or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Company is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments

Eleventhly

With the exception of the Excluded Assets, the undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritage property and all other property and assets in Scotland and the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly and Tenthly described (if and in so far as the charges thereon or on any, part or parts thereof contained in the Debenture shall for any reason be ineffective as fixed charges)

The expression "Charged Property" means the undertaking, assets, properties, revenues, rights and benefits First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly, Tenthly and Eleventhly described above and references to the Charged Property include references to any part of it

The security created by the Debenture shall as regards the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly and Tenthly described be first fixed charges (and as regards all those parts of the Charged Property First described now vested in the Company shall constitute a charge by way of legal mortgage thereto) and as regards the Charged Property Eleventhly described shall be a first floating charge

NOTE

The Company shall not without the prior written consent of the Bank

(a) sell, assign, license, sub-license, discount, factor or otherwise dispose of, or deal in any other way with, the Charged Property (other than the Charged Property Eleventhly described) subject as provided in clause 5 7(a) of the Debenture,

(b) create by permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever upon the Charged Property except a lien arising by operation of law in the ordinary course of the Company's business as conducted during the 12 months preceding the date when the lien first came into existence,

(c) enter into the contractual or other agreement or arrangements which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b) immediately above,

(d) transfer, sell or otherwise dispose of the whole or any material part of the Charged Property Eleventhly described whether by a single transaction or a number of transactions whether related or not except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture,

(continued)

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(e) vary or purport to vary any Instalment Credit Agreement or any security or guarantee provided in relation thereto or give any consents or licences under the terms of any Instalment Credit Agreement or any security or guarantee provided in relation thereto provided that the Company shall not be prohibited by this covenant from agreeing to any such variation or giving any such licence or consent if to do so would not materially and adversely affect the value to the Bank for security purposes of such Instalment Credit Agreement or such security or guarantee and if to do so would not affect the validity or enforceability of such Instalment Credit Agreement or such security or guarantee, or

(f) enter into any agreement with a financier, provider of money, creditor or any other party whatsoever (hereinafter called the "Financier") which has the economic effect of, or an economic affect similar to that of, providing security in respect of or in connection with the provision of finance or credit by the Financier and which involves or may involve one or more of the following

(i) sales, agreements for sale or transfers of any property or rights whatsoever to the Financier, and/or

(ii) sales, agreements for sale or transfers actually or potentially on behalf of the Financier to any third party whatsoever, and/or

(iii) the grant or possible grant of authority by the Financier for sales, agreements for sale or transfers of the nature set out in (ii) immediately above,

By sub-clauses 5 7 (b) and (c) of the Debenture the Company covenanted to pay into its account or accounts with the Bank the proceeds of the book and other debts, monetary claims and choses in action forming part of the Charged Property and declared that all proceeds received or obtained by the Company or on the Company's behalf but which are not so paid or transferred into that account or accounts shall be received and held by the Company on trust for the Bank