

MR04

Statement of satisfaction in full or in part of a charge



Companies House

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 for**
You may not use this form to register a statement in full or in part of a charge against an LLP MR04

WEDNESDAY



A36 26/03/2014 #277
COMPANIES HOUSE

1 Company details

Company number 04968328
Company name in full Callcredit Information Group Limited (the "Chargor")

3
Filling in this form
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

2 Charge creation

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**

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 *

Charge creation date 26/01/12

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 Debenture (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	<p>1 GRANT OF SECURITY</p> <p>1 1 Nature of security All Security and dispositions created or made by or pursuant to the Deed are created or made</p> <p>(a) in favour of the Security Agent,</p> <p>(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and</p> <p>(c) as continuing security for payment of the Secured Obligations</p> <p>1 2 Qualifying floating charge</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)</p> <p>2 FIXED SECURITY</p> <p>2 1 Fixed charges</p> <p>The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest</p> <p>(a) by way of first legal mortgage</p> <p>(i) the Real Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets), and</p> <p>(ii) all other Material Property (if any) at the date of the Deed vested in, or charged to, the Chargor (not charged by clause 4 1(a)(i) of the Deed),</p> <p>(b) by way of first fixed charge</p> <p>(i) all other Material Property and all interests in Real Property (not charged by clause 4 1(a) of the Deed),</p> <p>(ii) in respect of any Material Property, all licences to enter upon or use land and the benefit of all other agreements relating to land, and</p> <p>(iii) the proceeds of sale of all Real Property,</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clause 4 1(a) or 4 1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same,</p>	

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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)

James

Surname

Crooks

Please give the address of the person delivering this statement

Building name/number

Kirkland & Ellis International LLP

Street

30 St Mary Axe

Post town

London

County/Region

Postcode

E	C	3	A		8	A	F
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Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Solicitor on behalf of the Chargor

C3**Signature**

Please sign the form here

Signature

Signature

X		X
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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

James Crooks

Company name

Kirkland & Ellis International LLP

Address

30 St Mary Axe

Post town

London

Country/Region

Postcode

E C 3 A 8 A F

Country

United Kingdom

DX

Telephone

Tel 020 7469 2000



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



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 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

(d) by way of first fixed charge

(i) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Deed), and

(ii) the benefit of all contracts, licences and warranties relating to the same, other than any which are for the time being part of any Chargor's stock-in-trade or work-in-progress,

(e) by way of first fixed charge

(i) the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets), and

(ii) all other Charged Securities (not charged by clause 4 1(e)(i) of the Deed),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

(f) by way of first fixed charge

(i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,

(ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and

(iii) all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by clauses 4 1(f)(i) or 4 1(f)(ii) of the Deed) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge

(i) the Intellectual Property (if any) specified in part 4 of the schedule hereto (Details of Security Assets), and

(ii) all other Intellectual Property (if any) (not charged by clause 4 1 (g)(i) of the Deed),

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (Security assignments) of the Deed, by way of first fixed charge such Assigned Asset,

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	<p>(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)</p> <p>(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and</p> <p>(ii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and</p> <p>(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor</p> <p>2.2 Security assignments</p> <p>The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to</p> <p>(a) the Relevant Contracts to which it is party, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,</p> <p>(b) each of the following</p> <p>(i) each present and future Key-man Policy,</p> <p>(ii) all Insurances specified in part 6 of the schedule hereto (Details of Security Assets), and</p> <p>(iii) all other Insurances (not assigned by clauses 4.2(b)(i) or 4.2(b)(ii) of the Deed),</p> <p>and all claims under the Insurances and all proceeds of the Insurances, and</p> <p>(c) all other Receivables (not assigned under clauses 4.2(a) or 4.2(b) of the Deed)</p> <p>To the extent that any Assigned Asset described in clause 4.2(b) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances</p> <p>2.3 Assigned Assets</p> <p>The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed</p>

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	<p>2 4 Leases Restricting Charging</p> <p>(a) There shall be excluded from the mortgages and charges created by clause 4 1 (Fixed charges) of the Deed and from the operation of clause 20 (Further assurances) of the Deed any leasehold property held by the Chargor under a lease which precludes absolutely the Chargor from creating any charge over its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained</p> <p>2 5 Intellectual Property Restricting Charging</p> <p>(a) There shall be excluded from the charge created by clause 4 1 (Fixed charges) of the Deed and from the operation of clause 20 (Further Assurances) of the Deed any Intellectual Property in which the Chargor has an interest under any licence or other agreement which precludes absolutely the Chargor from creating any charge over its interest in that Intellectual Property (each an "Excluded Intellectual Property") until the relevant condition or waiver has been satisfied or obtained</p> <p>3 FLOATING CHARGE</p> <p>The Chargor charged and agreed to charge by way of first floating charge all of its present and future</p> <p>(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4 1 (Fixed charges), clause 4 2 (Security assignments) or any other provision of the Deed, and</p> <p>(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland</p> <p>4 CONVERSION OF FLOATING CHARGE</p> <p>4 1 Conversion by notice</p> <p>The Security Agent may, by written notice to the Chargor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if</p> <p>(a) an Event of Default has occurred and is continuing, or</p> <p>(b) the Security Agent in good faith considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other similar or analogous legal process or to be otherwise in jeopardy, provided that, in relation to sub-clause 6 1(b) of the Deed, the Security Agent only converts the floating charge over the relevant endangered Security Asset into a fixed charge</p>	

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Short particulars

4 2 Small companies

The floating charge created under the Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor

4 3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

(a) in relation to any Security Asset which is subject to a floating charge if

(i) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or

(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and

(b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

4 4 Scottish property

Clause 6 3 (automatic conversion) of the Deed will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion

4 5 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 6 1 (Conversion by notice) of the Deed in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties

5 CONTINUING SECURITY

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5 1 Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

5.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.

5 3 Right to enforce

The Deed may be enforced against the Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

6 LIABILITY OF CHARGOR RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

7 ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of the Chargor with the Security Agent and/or any other Secured Party (or any of them) or in which the Chargor has an interest (and no rights and benefits relating thereto) shall be assigned to any person other than a Secured Party.

8 UNDERTAKINGS BY THE CHARGOR

8 1 Negative pledge and Disposals

The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent:

(a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Deed and except for a Permitted Security or a Permitted Transaction as permitted by the Senior Facilities Agreement, or

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Short particulars	<p>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except as permitted by the Senior Facilities Agreement)</p> <p>8.2 Security Assets generally</p> <p>Each Chargor shall</p> <p>(a) not, except with the prior written consent of the Security Agent, enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Senior Facilities Agreement) where to do so has or is reasonably likely to have a Material Adverse Effect, and</p> <p>(b) not do, cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise materially prejudice the value or marketability of any Security Asset (or make any omission which has such an effect)</p> <p>8.3 Real Property undertakings - maintenance</p> <p>(a) The Chargor shall maintain all buildings and erections forming part of the Security Assets in a good state of repair (ordinary wear and tear excepted).</p> <p>(b) The Chargor shall not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed) or as expressly permitted under the Senior Facilities Agreement</p> <p>(i) confer on any person any lease or tenancy of any of the Material Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),</p> <p>(ii) confer on any person any right or licence to occupy any land or buildings forming part of the Material Property, or</p> <p>(iii) grant any licence to assign or sub-let any part of the Material Property, other than any such transaction entered into with another member of the Group.</p> <p>8.4 Dealings with and realisation of Receivables and Collection Accounts</p> <p>The Chargor shall without prejudice to clause 11.1 (Negative pledge and Disposals) of the Deed (but in addition to the restrictions in that clause), not, without the prior written consent of the Security</p>	

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	<p>Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable, save as expressly permitted under the Senior Facilities Agreement</p> <p>9 ENFORCEMENT OF SECURITY</p> <p>9 1 No liability</p> <p>(a) Neither the Security Agent, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct)</p> <p>(b) Without prejudice to the generality of clause 14 1(a) of the Deed, neither the Security Agent, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable</p> <p>10 SET-OFF</p> <p>10 1 Set-off rights</p> <p>(a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Chargor) against any matured obligation owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation</p> <p>(b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation</p> <p>(c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off</p>	

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	<p>(d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation</p> <p>10 2 Time deposits Without prejudice to clause 18.1 (Set-off rights) of the Deed, if any time deposit matures on any account which the Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when</p> <p>(a) the Debenture Security has become enforceable, and</p> <p>(b) no Secured Obligation is due and payable, such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing.</p> <p>11 FURTHER ASSURANCES</p> <p>11 1 Further action</p> <p>Subject to the Agreed Security Principles, the Chargor shall (and the Parent shall procure that the Chargor shall) at its own expense, promptly do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for.</p> <p>(a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document;</p> <p>(b) facilitating the realisation of any Security Asset in accordance with the Finance Documents following the occurrence of a Declared Default,</p> <p>(c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or</p> <p>(d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document</p> <p>This includes:</p> <p>(i) the re-execution of the Deed or such Transaction Security Document,</p>	

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	<p>(ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and</p> <p>(iii) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Security Agent may reasonably think expedient</p> <p>11 2 Finance Documents</p> <p>The Chargor shall (and the Parent shall procure that each member of the Group shall) take all such action 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 conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents</p> <p>11 3 Specific security</p> <p>Without prejudice to the generality of clause 20.1 (Further action) of the Deed, but in accordance with the Agreed Security Principles, the Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 6 (Conversion of a floating charge) of the Deed).</p> <p>12 POWER OF ATTORNEY</p> <p>The Chargor, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action which</p> <p>(a) prior to a Declared Default, the Chargor has been requested to execute and/or do under the terms of the Deed by the Security Agent and has failed to execute and/or do within 5 Business Days of receiving such request,</p> <p>(b) after a Declared Default, the Chargor ought to do under the terms of the Deed (including under clause 20 (Further assurances) of the Deed), or</p> <p>(c) which may be required or reasonably deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver or Delegate under the Deed,</p> <p>and the Chargor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under this clause</p>	

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13. CHANGES TO THE PARTIES

13 1 Chargor

The Chargor may not assign any of its rights or obligations under the Deed

13 2 Security Agent

The Security Agent may assign or transfer all or any part of its rights under the Deed pursuant to the resignation or removal of the Security Agent in accordance with the Intercreditor Agreement. The Chargor shall, immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary or desirable to effect such assignment or transfer

13 3 Accession Deed

The Chargor

(a) consented to new Subsidiaries of the Parent becoming Chargors as contemplated by the Finance Documents; and

(b) irrevocably authorised the Parent to agree to, and if required sign any duly completed Accession Deed as agent and attorney for and on behalf of the Chargor.

14 MISCELLANEOUS

14 1 Tacking

(a) Each Finance Party shall perform its obligations under the Senior Facilities Agreement (including any obligation to make available further advances)

(b) The Deed secures advances already made and further advances to be made

15 RELEASE

15.1 Release

Upon

(a) the expiry of the Security Period the Security Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security, or

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(b) the Chargor making a Disposal permitted under the Senior Facilities Agreement, the Security Agent shall, at the request and cost of the Chargor, take any action (including the provision of a deed of release or a letter of non-crystallisation) which may be necessary to release or re-assign (without recourse or warranty) the Security Assets which are the subject of such Permitted Disposal from the Security constituted by the Deed

15.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargor under the Deed shall continue as if the discharge or arrangement had not occurred. The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.