

MG02

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

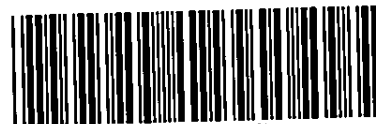


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LASERFORM

☒ **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. If
do this, please use form MG02s

FRIDAY



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AGW

26/02/2010

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COMPANIES HOUSE

1 Company details

Company number 0 3 7 9 8 8 9 9
Company name in full AEW Europe Partners Limited

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 *

2 Creation of charge

Date charge created 0 8 0 4 2 0 0 5
Description ① A charge over bank account dated 8 April 2005
(the "Charge")

Date of registration ② 1 5 0 4 2 0 0 5

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 Eurohypo AG, London
Address 4th Floor, 90 Long Acre,
London
Postcode W C 2 E 9 R A
Name
Address
Postcode
Name
Address
Postcode

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

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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

See Continuation Page

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 *[Signature]*

X

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

CHFP025

10/09 Version 2.0

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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 Louise Staniforth

Company name AEW Europe Partners Limited

Address 33 Jermyn Street

London

Post town

County/Region

Postcode S W 1 Y 6 D N

Country United Kingdom

DX

Telephone 020 7016 4800



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Fixed security

(a) The Chargor, with full title guarantee in accordance with the Law of Property Act (Miscellaneous Provisions) Act 1994 and as security for the payment of all Secured Liabilities, charges in favour of the Facility Agent as trustee on behalf of itself and the Finance Parties by way of fixed first charge of all rights in respect of the Credit Balance standing to the credit of the Account (or any permitted replacement of such accounts) and the debts represented by them

(b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document

- (i) the Chargor must notify the Facility Agent promptly;
- (ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document

itself, and
unless the Facility Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Security Agreement

Restrictions on dealing

(a) Except with the prior written consent of the Facility Agent, the Chargor shall not create or permit to subsist

- (i) any Security Interest (other than any Security Interest created by the Account Security Agreement), or
- (ii) any third party interest or claim,

(b) in or on any part of the Credit Balance, the debts represented by them or the Account, or

(Subject to Clause 3.2 of the Account Security Agreement), except with prior written consent of the Facility Agent and the Chargor shall not sell, transfer or otherwise dispose of all or any part of the Credit Balance, the debt represented by them or the Account

DEFINITIONS

"Account" means the account of the Chargor at HSBC, International Branch, Sort Code 40-05-15, account number 59287604 and any replacement of that account in the name of the Chargor

"Account Security Agreement" means each document entered into by the Borrower creating a Security Interest over an account of the Borrower in favour of the Finance Parties

"Additional Property" means any real property acquired by a member of the Group other than an Original Property

"Administrative Parties" means the Arranger, the Issuing Bank or the Facility Agent (each an "Administrative Party")

"Arranger" means Eurohypo AG, London Branch

"Borrower" means the limited partnership carrying on business under the name The Curzon Capital Partners Limited Partnership (registered in England and Wales as a limited liability partnership under the Limited Partnership Act 1907 under number LP007558, acting by its general partner Curzon Global Partners

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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Charge" means a charge over bank account dated 8 April 2005 between the Chargor and the Facility Agent in connection with a €75,000,000 Credit Agreement dated 1 April 2005 between, amongst others, the Chargor and the Facility Agent

"Chargor" means The Curzon Capital Partners Limited Partnership (registered in England and Wales as a limited liability partnership under the Limited Partnership Act 1907 under number LP007558, acting by its general partner Curzon Global Partners

"Facility Agent" means Eurohypo AG, London

"Fee Letter" means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Borrower setting out the amount of certain fees referred to in the Credit Agreement

"Finance Documents" means

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) a Fee Letter,
- (d) a Transfer Certificate, or
- (e) any other document designated as such by the Facility Agent and the Borrower (and each a **"Finance Document"**)

"Finance Parties" means a Lender or an Administrative Party (each a **"Finance Party"**)

"Group" means the Borrower and the Subsidiaries of the Borrower

"Issuing Bank" means Eurohypo AG

"Intra Group Loan Security Agreement" means a document creating a Security Interest in the Borrower's rights under any intra Group loan in respect of which it is creditor granted by the Borrower in favour of the Finance Parties

"Lender" means

- (a) the Original Lender, or
- (b) any person which becomes a Lender after the date of the Credit Agreement

"Original Lender" means Eurohypo AG

"Original Property" means each of the properties identified in Schedule 7 (*Original Properties*) of the Credit Agreement

"Property" means an Original Property or an Additional Property

"Rental Receivables Security Agreement" means a document creating a Security Interest in a member of the Group's right to receive any rental income with respect to a Property granted by that member of the Group in favour of the Finance Parties

"Security Document" means

- (a) a Shares Security Agreement, and
- (b) a Rental Receivables Security Agreement,
- (c) an Account Security Agreement,
- (d) an Intra Group Loan Security Agreement,
- (e) any other document evidencing or creating security over any asset of the

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Borrower to secure any obligation of the Borrower to a Finance Party under the Finance Documents</p> <p>"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> <p>"Shares Security Agreement" means a document creating a Security Interest over the shares of a member of the Group in favour of the Finance Parties</p> <p>"Subsidiary" means an entity of which a person has direct or indirect control or owns directly or indirectly 50 per cent or more of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise</p> <p>"Transfer Certificate" means a certificate, substantially in the form of Schedule 5 (Form of Transfer Certificate) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Borrower</p>	