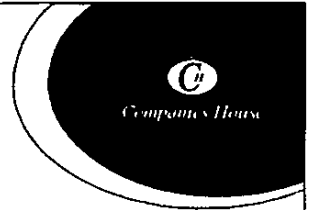


# MG02

## 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 a  
company registered in Scotland. To  
do this, please use form MG02s.

TUESDAY



A32 26/04/2011 203

COMPANIES HOUSE  
For official use

### 1 Company details

Company number 0 4 8 2 8 0 5 6 /  
Company name in full PRECIS (2374) LIMITED (IN LIQUIDATION) /

→ **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 5 0 4 2 0 0 4 /  
Description ① Subordination Deed The London Wall L P , London Wall GP L L C,  
Allgemeine Hypothekenbank Rheinboden AG, Precis (2374) Limited  
Date of registration ② 2 3 0 4 2 0 0 4 /

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 Allgemeine Hypothekenbank Rheinboden AG,  
Address Bockenheimer Landstrasse 25, Frankfurt am Main,  
Germany  
Postcode D - 6 0 3 2 5

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

By the Deed Precis (2374) Limited (the "Junior Creditor") agreed that

If before the Senior Discharge Date -

1 1 the Junior Creditor receives or recovers a payment or distribution in cash or kind in respect of or on account of any of the Junior Liabilities which is not a Permitted Payment,

1 2 any Obligor (save to the extent permitted by the Deed) makes any payment or distribution in cash or kind in respect of or on account of the purchase or other acquisition of any of the Junior Liabilities, or

1 3 any other benefit is received or recovered by the Junior Creditor by virtue or on account of any of the Junior Liabilities which is not a Permitted Payment, the Junior Creditor will hold the same on trust for and (after deducting therefrom the costs, expenses and liabilities (if any) reasonably incurred by the Junior Creditor in recovering such payment, distribution, proceeds or other benefit) pay or distribute it or them to the Agent for application towards the Senior Liabilities until the Senior Liabilities are irrevocably paid in full

2 Subordination on Insolvency

2 1 By the Deed, the Junior Creditor agrees that if -

(see continuation sheet)

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

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## 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

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

<b>4</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>2 1 1 any Obligor takes any corporate action or other steps are taken or legal or other proceedings are started for its winding-up (other than the presentation of a winding-up petition which is frivolous or vexatious and in the reasonable opinion of the Agent is being contested by the relevant Obligor in good faith and with due diligence and in any event is discharged or struck out within 10 business days), bankruptcy, liquidation (other than for the purpose of a solvent liquidation or reorganisation to which the Agent, acting on the instruction of the Majority Lenders, has consented), dissolution or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its assets, or</p> <p>2 1 2 any resolution is passed or order made for the winding-up, bankruptcy, liquidation (other than for the purpose of a solvent liquidation or re-organisation to which the Agent, acting on the instruction of the Majority Lenders, has consented), dissolution or re-organisation of any Obligor or a receiver, administrator, administrative receiver, trustee or similar officer is appointed of it or any or all of its assets, or</p> <p>2 1 3 any Obligor stops, suspends or threatens to stop or suspend payment of all or any part of its indebtedness or commences negotiations with any one or more of its creditors with a view to the general readjustment or re-scheduling of all or any part of its indebtedness or makes a general assignment for the benefit of, or composition with, its creditors or a moratorium is agreed or declared in respect of, or affecting, all or any part of its indebtedness, or</p> <p>2 1 4 anything analogous to or having a substantially similar effect to any of the events specified in paragraphs 2 1 1, 2 1 2 and 2 1 3 above occurs under the laws of any applicable jurisdiction,</p> <p>then the provisions of paragraph 2 2 below shall apply</p> <p>2 2 If any of the events listed in paragraph 2 1 above occurs, then -</p> <p>2 2 1 the Junior Liabilities shall be postponed and subordinated in right of payment to the Senior Liabilities and, subject to the remaining provisions of this paragraph 2 2, no Obligor shall pay and the Junior Creditor shall not receive and retain any payment in respect of the Junior liabilities unless and until the Senior Liabilities are irrevocably paid or discharged in full,</p> <p>2 2 2 the trustee in bankruptcy, liquidator, assignee or other person distributing the assets of the Company or their proceeds is directed to pay distributions on the Junior Liabilities direct to the Agent until the Senior Liabilities are irrevocably paid in full,</p> <p>2 2 3 the Agent may on behalf of the Junior Creditor (i) demand, claim, enforce and prove for any of the Junior Liabilities, (ii) file claims and proofs, give receipts and take all such proceedings and do all such things as the Agent sees fit to recover any of the Junior Liabilities and (iii) receive all distributions on any of the Junior Liabilities for application towards the Senior Liabilities until the Senior Liabilities are irrevocably paid in full,</p> <p>(see continuation sheet)</p>

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

4	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>2 2 4 if and to the extent that the Agent is not entitled to do any of the things mentioned in paragraph 2 2 3 above, the Junior Creditor shall do so in good time as directed by the Agent and shall pay or deliver any payment or distribution received to the Agent for application towards the Senior Liabilities until the Senior Liabilities are irrevocably paid in full and until such payment or delivery shall hold such payment or distribution on trust for the Agent</p> <p><b>Definitions</b></p> <p>Throughout this form the following definitions shall apply</p> <p><b>Commitment</b> in relation to a Lender at any time, the amount set out in Schedule 4 to the Senior Loan Agreement or, as the case may be, in the schedule to any Transfer Certificate as being its commitment as reduced pro rata to the extent the Facility shall be reduced from time to time and/or as the same may be increased or reduced by virtue of any transfer permitted under the Senior Loan Agreement</p> <p><b>Event of Default</b> means any event entitling the creditor concerned to accelerate the due date for payment in accordance with the Senior Loan Agreement or the Junior Loan Agreement (as applicable)</p> <p><b>Facility</b> the loan facility granted to the Borrower in the Senior Loan Agreement</p> <p><b>Fee Letter</b> the letter dated on or about the date of the Senior Loan Agreement in relation to the fees to be paid by the Obligors to the Agent</p> <p><b>Finance Documents</b> the Senior Loan Agreement and the Junior Loan Agreement</p> <p><b>Finance Parties</b> the Lenders, the Agent, the Security Trustee, the Hedge Counterparty and each other party (other than the Obligors) to the Senior Finance Documents from time to time</p> <p><b>Hedge Counterparty</b> in respect of any Hedge Document, the Agent or an Affiliate of it or, as the case may be, any other financial institution (including a Lender) which, with the agreement of the Agent which agreement will not be unreasonably withheld or delayed, is a party to such agreement</p> <p><b>Hedge Document</b> any agreement from time to time put in place regarding arrangements to enable the Borrower to pay a fixed or maximum rate of interest in respect of Outstandings</p> <p><b>Junior Liabilities</b> all sums, liabilities and obligations (actual or contingent) payable or owing by the Obligors to the Junior Creditor under or in connection with the Junior Loan Agreement, whether or not matured and whether or not liquidated, together in each case with -</p> <p>a) any refinancing, novation, refunding, deferral or extension of any of those liabilities,</p> <p>b) any further advances which may be made by the Junior Creditor to any Obligor under any agreement expressed to be supplemental to the Junior Loan Agreement plus all interest, fees and costs in connection therewith,</p> <p>(see continuation sheet)</p>

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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
Short particulars	<p>c) any claim for damages or restitution arising out of, by reference to or in connection with the Junior Loan Agreement,</p> <p>d) any claim against any Obligor flowing from any recovery by any Obligor or a receiver or liquidator of any Obligor or any other person of a payment or discharge in respect of those liabilities on grounds of preference or otherwise, and</p> <p>e) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings</p> <p>Junior Loan Agreement a loan agreement or other instrument (whether or not in writing) (which expression shall include the same as from time to time amended, varied, supplemented, novated or replaced) entered into or to be entered into by the Obligors and the Junior Creditor pursuant to which the Junior Creditor has agreed to make available to the Obligors loan facilities upon the terms and conditions agreed in relations thereto</p> <p>Lenders the Agent, including its successors in title and permitted transferees</p> <p>Majority Lenders at any relevant time Lenders (a) whose aggregate Outstandings are at least 66 2/3 per cent of total Outstandings or (b) (if no principal amounts are outstanding under the Senior Loan Agreement) whose aggregate Commitments are at least 66 2/3 per cent of the total available Facility</p> <p>Obligors the Borrower and the General Partner and "Obligor" means either of them</p> <p>Outstandings in relation to each Lender, the principal amount from time to time owing to it under the Senior Loan Agreement</p> <p>Permitted Payment payments of principal and interest on the Junior Liabilities if and when, and to the extent, permitted by the Junior Loan Agreement and not prohibited by the Deed</p> <p>Security any mortgage, charge, assignment by way of security, pledge, lien, hypothecation, right of set-off, reservation of title arrangement, preferential right (save as arising under the general law for the protection of certain classes of creditors) or trust, flawed asset or other arrangement for the purpose of and having similar effect to the granting of security, or other security interest of any kind or any participation, guarantee, indemnity or other assurance against financial loss</p> <p>Security Documents each and every document required expressly by the Senior Loan Agreement, and/or given pursuant to the terms of the Senior Loan Agreement, for the purpose of constituting or evidencing any charge, pledge, lien or other security interest or encumbrance, or any other right or interest having a similar economic purpose or effect whether constituting a security interest or not, and including any guarantee, set-off or flawed asset arrangement</p> <p>(see continuation sheet)</p>

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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
Short particulars	<p><b>Security Trustee</b> the Agent or such other party which may for the time being hold the security erected by the Security Documents on trust for the Lenders</p> <p><b>Senior Discharge Date</b> the date on which all the Senior Liabilities have been fully paid and discharged and all commitments of the Finance Parties have been terminated to the Agent's satisfaction acting reasonably</p> <p><b>Senior Finance Documents</b> the Senior Loan Agreement, the Security Documents, each Hedge Document, the Fee letter and any Subordination Deed</p> <p><b>Senior Loan Agreement</b> a loan agreement (which expression shall include the same as from time to time amended, varied, supplemented, novated or replaced) dated 5 April 2004 entered into by the Obligors and the Finance Parties pursuant to which the Finance Parties have agreed to make available to the Borrower loan facilities upon the terms and conditions therein contained</p> <p><b>Subordination Deed</b> a deed, duly executed by the parties thereto, whereby the providers of any subordinated debt to the Borrower shall fully subordinate their position to that of the Lenders as creditors</p> <p><b>Transfer Certificate</b> the certificate substantially in the form set out in Schedule 7 to the Senior Loan Agreement or any other form from time to time agreed between the Agent and the Borrower</p>

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## 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
Company name
Address
Post town
County/Region
Postcode
Country
DX
Telephone

### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)