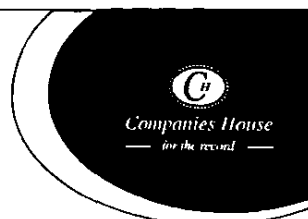


# MG02

## 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 or a mortgage  
company registered in Scotland.  
If you do this, please use form IN01.

FRIDAY



A51

\*A177RS5D\*

04/03/2011

63

COMPANIES HOUSE

### 1 Company details

Company number 3 5 3 6 0 3 2

Company name in full CB RICHARD ELLIS LIMITED

For official use

**Filing 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 1 1 2 0 0 5

Description ① Assignment by way of security dated 7 November 2005 entered into  
between (1)the Assignor and (2)Cisco Systems Finance International

Date of registration ② 4 4 1 1 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 CISCO SYSTEMS FINANCE INTERNATIONAL

Address 10 NEW SQUARE, BEDFONT LAKES, FELTHAM, MIDDLESEX

Postcode TW 1 4 8 H A

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

AS SPECIFIED IN THE APPENDIX TO THIS FORM

ALSO ATTACHED IS LETTER FROM CISCO CONFIRMING THE ASSIGNMENT IS RELEASED AND DISCHARGED

5

**Satisfaction of the debt**

I confirm that the debt for which the charge described above was given has been paid or satisfied ❶

- ☒ In full  
☐ In part

❶ Please tick one box only

6

**Signature**

Please sign the form here

Signature

Signature

X

FOR AND ON BEHALF OF CBRICHARD ELLIS LTD

X

A NAETIS COMPANY SECRETARY

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 **ALEX NAFTIS**

Company name **CB RICHARD ELLIS LIMITED**

Address  
**ST MARTIN'S COURT**  
**10 PATERNOSTER ROW**

Post town **LONDON**

County/Region

Postcode **E C 4 M 7 H P**

Country **ENGLAND**

DX

Telephone **020 7182 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
- ☐ 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)**

**Appendix**  
**CB Richard Ellis Limited**  
**Company Number 03536032**  
**Short Particulars of the property mortgaged or to be charged**

**1 SECURITY PROVISIONS**

**1 1 Assignment**

The Assignor, as a continuing security for the payment, discharge and performance of the Secured Obligations, has assigned in favour of the Lender

**1 1 1** the Policy, and

**1 1 2** all Policy Proceeds; and

**1 1 3** all its right, title and interest present and future in the Policy

- AS

**1 2 Fixed charge**

To the extent that the Policy, any Policy Proceeds or any of the Assignor's right title or interest in the Policy is incapable for any reason of being effectively assigned pursuant to clause 3 1 of the Assignment but is capable of being effectively charged, the Assignor has charged the Policy, Policy Proceeds or right, title or interest, in favour of the Lender, by way of first fixed charge, as a continuing security for the payment, discharge and performance of the Secured Obligations

**1 3 Full title guarantee and implied covenants**

All the security created or given under the Assignment is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

**NOTE:**

**2 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

**2 1 Negative pledge**

The Assignor is not to create, extend or permit to subsist any security over any of the Secured Property

**2 2 Exceptions**

Clauses 2.1 (*Negative pledge*) does not apply.

**2 2 1** to the security created or required to be created by the Assignment,

2.2.2 to any security or transaction to which the Lender (acting reasonably) has given its prior written consent, or

2.2.3 to any other security or transaction which is permitted pursuant to the terms of the Master Rental Agreement

### 3. RECEIVER

At any time after the Lender's power of sale has become exercisable, the Lender may appoint one or more than one Receiver in respect of the Secured Property and if more than one Receiver is appointed the Receiver may act jointly and severally or individually.

### 4. POWER OF ATTORNEY

#### 4.1 Grant of power

The Assignor irrevocably and by way of security has appointed the Lender and each Receiver and any person nominated for the purpose by the Lender or the Receiver (in writing, under hand, signed by an officer of the Lender or by the Receiver) to be the attorney of the Assignor, (with full power of substitution and delegation), for the purposes set out in clause 11.2 of the Assignment.

### DEFINITIONS APPLICABLE TO THIS FORM AND ITS APPENDIX

In this Form 395 the following definitions apply

**"Delegate"** means any delegate, agent, attorney or trustee appointed by the Lender

**"Enforcement Party"** means any of the Lender, a Receiver or a Delegate

**"Equipment"** has the meaning attributed to it in the Master Rental Agreement

**"Expenses"** means all reasonable fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses (together with VAT), incurred by any Enforcement Party in connection with the Secured Property, taking, perfecting, enforcing or exercising any power under the Assignment, the appointment of any Receiver or Delegate, the breach of any provision of the Assignment and/or the protection, realisation or enforcement of the Assignment, and also includes the reasonable costs of transferring to the Lender or the Receiver any security ranking in priority to the security constituted by the Assignment, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security (if applicable)

**“Insurer”** means the company or office issuing the Policy

**“Master Rental Agreement”** means the master rental agreement dated on or about 22 July 2005 made between (1) the Assignor and (2) the Lender for the provision of certain loan facilities

**“Party”** means a party to the Assignment

**“Policy”** means the insurance policy listed in Schedule 1 of the Assignment taken out and maintained by the Assignor with the Insurer, in respect of the Equipment and including any policy issued in substitution for a policy listed in Schedule 1 of the Assignment) and **“Policies”** shall be construed accordingly

**“Policy Proceeds”** means all sums assured by the Policy and benefits of whatever nature which have arisen or which might arise under the Policy or by virtue of the ownership of the Policy in so far as such are attributable to the Equipment

**“Receiver”** means any one or more receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to the Assignment in respect of the Assignor or in respect of the Secured Property

**“Secured Property”** means the assets assigned or charged or agreed to be assigned or charged by way of security at clause 3 of the Assignment and includes any part or parts of them

**“VAT”** means value added tax as provided for in the Value Added Taxes Act 1994 and any other tax of a similar fiscal nature