

# MG02

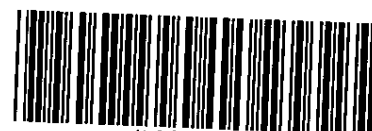
## Statement of satisfaction in full or in part of mortgage or charge

Oyez

✓ **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  
do this, please use form MG02s

MONDAY



LD5 \*L00HJU8X\* 19/12/2011 #37  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use
Company number	0 2 0 8 8 4 1 5	<b>Filing in this form</b> Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	DTZ Holdings Plc (in administration) (the "Company")	

<b>2</b>	<b>Creation of charge</b>	
Date charge created	d 1 6 m 0 1 y 2 0 y 0 9	<b>(1)</b> You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge'  <b>(2)</b> The date of registration may be confirmed from the certificate
Description (1)	Security Assignment of Agreements (the "Assignment Agreement") dated 16 January 2009 between the Company and National Westminster Bank Plc ("the Bank", which expression includes its successors in title, permitted assigns and permitted transferees)	
Date of registration (2)	d 1 9 m 0 1 y 2 0 y 0 9	

<b>3</b>	<b>Name and address of chargee(s), or trustee(s) for the debenture holders</b>	<b>Continuation page</b> Please use a continuation page if you need to enter more details
	Please give the name and address of the chargee(s), or trustee(s) for the debenture holders	
Name	NATIONAL WESTMINSTER BANK PLC	
Address	135 BISHOPSGATE LONDON	
Postcode	E C 2 M 3 U R	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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

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### 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

1 Assignment

The Assignor, with full title guarantee and as security for the payment of all Liabilities, assigns absolutely to the Bank all its present and future rights, title and interest in and to the Assigned Contract (as set out in Note (3) below), including all moneys payable to the Assignor, and any claims, awards and judgments in favour of the Assignor, under or in connection with the Assigned Contract

Note (1) The Assignment Agreement provides that

1 Security The Assignor shall not create or permit to subsist any Security over the Assigned Contract except for the Charges and any other Encumbrances created in favour of the Bank under the Security Documents

2 Disposal The Assignor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of the Assigned Contract unless it is a disposal permitted under clause 10.10 of the Amended Acquisition Facility Agreement or except as described in paragraph 3 (Further assurance) below

3 Further assurance The Assignor shall promptly do whatever the Bank reasonably requires

(a) to perfect or protect the Charges or the priority of the Charges, or

(b) to facilitate the realisation of the Assigned Contract or the exercise of any rights vested in the Bank or any Delegate,

including executing any transfer, charge, assignment or assurance of the Assigned Contract (whether to the Bank or its nominees or otherwise), making any registration and giving any notice, order or direction

(See Continuation sheet 1)

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### 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 *Linklater LLP* 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>Presenter information</b>	
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	Elenor Farmer
Company name	Linklaters LLP
Address	1 Silk Street
Post town	London
County/Region	
Postcode	E C 2 Y 8 H Q
Country	United Kingdom
DX	
Telephone	020 7456 2000

 <b>Checklist</b>
<b>We may return forms completed incorrectly or with information missing</b>
<b>Please make sure you have remembered the following</b>
<input type="checkbox"/> The company name and number match the information held on the public Register
<input type="checkbox"/> You have completed the charge details in Section 2
<input type="checkbox"/> You have completed the name and address of the chargee, or trustee for the debenture holders
<input type="checkbox"/> You have completed the short particulars of the property mortgaged or charged
<input type="checkbox"/> You have confirmed whether the charge is to be satisfied in full or in part
<input type="checkbox"/> You have signed the form

 <b>Important information</b>
Please note that all information on this form will appear on the public record
 <b>Where to send</b>
<b>You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below</b>
<b>For companies registered in England and Wales</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff
<b>For companies registered in Scotland</b> 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)
<b>For companies registered in Northern Ireland</b> 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

 <b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquires@companieshouse.gov.uk">enquires@companieshouse.gov.uk</a>
<b>This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a></b>

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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>	Continuation Sheet 1
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Short particulars

Please give the short particulars of the property mortgaged or charged

Note (2) In this Form, except to the extent that the context requires otherwise

"**Additional Guarantor**" has the meaning set out in the Amended Acquisition Facility Agreement

"**Agent**" means The Royal Bank of Scotland plc

"**Amended Acquisition Facility Agreement**" means the Original Acquisition Facility Agreement, as amended and restated in the form set out in Schedule 3 (Form of Amended and Restated Acquisition Facility Agreement) of the Amendment Deed

"**Amendment Deed**" means the amendment and restatement deed between The Royal Bank of Scotland plc (as agent for the Bank), and the Borrowers dated 19 December 2008 relating (amongst other things) to the Amended Acquisition Facility Agreement

"**Assignor**" means the Company

"**Assigned Contract**" means the contract listed in Schedule 2 (Assigned Contract) of the Assignment Agreement (and as set out in Note (3) below)

"**Borrower**" means any of the Term Borrower and Revolving Borrowers

"**Charges**" means all or any of the Security created or expressed to be created by or pursuant to the Assignment Agreement

"**Debentures**" means

(a) the fixed and floating security document granted by the Term Borrower in favour of the Bank dated 31 October 2008,

(b) the fixed and floating security document granted by DTZ Debenham Tie Leung Limited in favour of the Bank dated 31 October 2008,

(c) the fixed and floating security document granted by DTZ International Limited in favour of the Bank dated 31 October 2008, and

(d) the fixed and floating security document granted by DTZ Corporate Finance Limited in favour of the Bank dated 31 October 2008

"**Delegate**" means a delegate or sub-delegate appointed under clause 9.2 (Delegation) of the Assignment Agreement

"**Encumbrance**" means any mortgage, charge, assignment by way of security, hypothecation, pledge, lien, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security

"**Group**" means at any time the Term Borrower and its Subsidiary Undertakings at such time

"**Inter-company Guarantee**" means the unlimited inter-company composite guarantee granted in favour of the Bank from the Original Guarantors and DTZ Debenham Thorpe (Southern) Limited, DTZ Consulting and Research (Europe) Limited and Curzon Global U K Limited Company dated 28 June 2001

(See Continuation Sheet 2)

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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	Continuation Sheet 2
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>"Material Subsidiary"</b> means</p> <p>(a) a Subsidiary of the Term Borrower listed in the list of companies described as Material Subsidiaries provided to the Bank as a condition precedent under the Amendment Deed, and</p> <p>(b) any other Subsidiary which is required to become an Additional Guarantor in order to ensure compliance with clause 10 33 of the Amended Acquisition Facility Agreement</p> <p><b>"Original Acquisition Facility Agreement"</b> means the loan facility agreement between DTZ Holdings Plc and the Agent dated 7 September 2007 (as amended by a supplemental agreement dated 5 December 2007 and the Waiver Letter)</p> <p><b>"Original Guarantors"</b> has the meaning set out in the Amended Acquisition Facility Agreement</p> <p>any reference to a <b>"person"</b> includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing</p> <p><b>"Revolving Borrower"</b> means DTZ Holdings Plc , DTZ Corporate Finance Limited, DTZ Debenham Tie Leung Limited, DTZ International Limited and DTZ Management Services Limited</p> <p><b>"Security"</b> means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p><b>"Security Documents"</b> means</p> <p>(a) all existing Encumbrances held by the Bank for the liabilities of any of the Borrowers including</p> <p>(1) the Inter-company Guarantee,</p> <p>(11) the fixed and floating charge over book debts granted in favour of the Bank by DTZ Debenham Thorpe Limited (now known as DTZ Debenham Tie Leung Limited) dated 17 July 1996, and</p> <p>(111) the Debentures,</p> <p>(b) subject to the Security Principles, where, and in the time periods required by clause 10 34 of the Amended Acquisition Facility Agreement, any Material Subsidiary, and any shareholder of a Material Subsidiary that is also a member of the Group acceding to the Inter-company Guarantee structure referred to in (a) above and providing Encumbrances in favour of the Bank subject to the Security Principles, and</p> <p>(c) subject to the Security Principles, security assignments granted by each of DTZ Holdings Plc , DTZ Debenham Tie Leung Limited and DTZ Corporate Finance Limited, in favour of the Bank in relation to certain inter-company loans provided to members of the Group incorporated in England and Wales (which for the avoidance of doubt includes the Assignment Agreement)</p> <p>(See Continuation Sheet 3)</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	Continuation Sheet 3
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"<b>Security Principles</b>" means the principles set out in Schedule 5 of the Amended Acquisition Facility Agreement</p> <p>"<b>Subsidiary</b>" shall have the meaning ascribed to it in Section 1159 of the Companies Act 2006</p> <p>"<b>Subsidiary Undertakings</b>" shall have the meaning ascribed to it in Section 1162 of the Companies Act 2006</p> <p>"<b>Term Borrower</b>" means DTZ Holdings Plc , company number 2088415</p> <p>"<b>Waiver Letter</b>" has the meaning set out in the Amended Acquisition Facility Agreement</p> <p>Note (3) The Assigned Contract specified in Schedule 2 (Assigned Contract) to the Assignment Agreement is as follows</p> <p>An intercompany loan agreement made on 14 January 2009 between DTZ Holdings Plc as Lender and DTZ Debenham Tie Leung Ltd as Borrower</p>	