

MR04

Statement of satisfaction in full or in part of a charge



Companies House

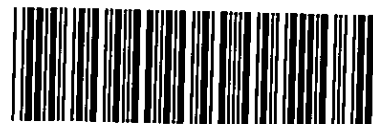
You can use the WebFiling service to file this form online

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 NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage or
charge against an LLP. Use form
LL MR04

SATURDAY



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A25

26/10/2013

#228

COMPANIES HOUSE

1 Company details

Company number 03834064

Company name in full REIB International Holdings Limited

2

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation¹

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**

¹ 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 ²

Charge creation date 26 07 2011

² 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 "Debenture") between The Hemingway Investment
Partnership (the "Charger") and the Bank. The Company is a limited
partner of the Charger

Continuation page

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

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A3

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

- 1 By way of legal mortgage all the freehold and leasehold property and its proceeds of sale now vested in the Chargor including any Registered Land
 - 2 By way of fixed charge all estates or interests in any freehold and leasehold property and its proceeds of sale at the Creation Date and in the future vested in the Chargor except the property charged by clause 1 1 of the Debenture
 - 3 By way of fixed charge all the plant machinery and fixtures and fittings of the Chargor at the Creation Date and in the future
 - 4 By way of fixed charge all furniture furnishings equipment tools and other chattels of the Chargor at the Creation Date and in the future not regularly disposed of in the ordinary course of business
 - 5 By way of fixed charge all the goodwill and uncalled capital of the Chargor at the Creation Date and in the future
 - 6 By way of fixed charge all stocks shares and other securities (and all associated rights and benefits) of the Chargor at the Creation Date and in the future
 - 7 By way of fixed charge, so far as it may lawfully do so without breaking the terms of any relevant agreement, all intellectual property rights choses in action and claims of the Chargor at the Creation Date and in the future and the proceeds of any insurance from time to time relating to the Property
 - 8 By way of fixed charge the benefit of any interest rate swap or other agreement with the Bank or any third party for protecting or hedging the Charger's liability to pay interest to the Bank at any time
 - 9 By way of fixed charge all book debts and other debts (and all associated rights and benefits) of the Chargor at the Creation Date and in the future (including, without limitation, the Rental income) and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with clause 5 of the Debenture
 - 10 By way of fixed charge all funds standing to the credit of the Chargor from time to time on any account with the Bank or any other bank or financial institution or organisation including, without limitation, all receipts from time to time paid into an account with the Bank in accordance with clause 5 of the Debenture and the Proceeds Account
 - 11 By way of fixed charge, so far as it may lawfully do so without breaking the terms of any relevant agreement, the benefit of all contracts appointments warranties and other documents to which the Chargor is a party relating to any development of any freehold or leasehold property and all rights and claims under or associated with the same
 - 12 By way of floating charge all the undertaking and all property assets and rights of the Chargor at the Creation Date and in the future not subject to a fixed charge under the Debenture
- (together the "Property")
- (PLEASE SEE ATTACHED CONTINUATION SHEET)

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Part B Charges created on or after 06/04/2013**B1 Charge code**

Charge code ①

Please give the charge code This can be found on the certificate

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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)

John David Thomas

Surname

Milsom

Please give the address of the person delivering this statement

Building name/number

8

Street

Salisbury Square

Post town

London

County/Region

Postcode

E C 4 Y 8 B B

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Joint Liquidator of REIB International Holdings Limited

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	Becky Hewett
Company name	KPMG LLP
Address	8 Salisbury Square
Post town	London
Country/Region	
Postcode	E C 4 Y 8 B B
Country	UK
DX	
Telephone	020 7311 8229



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

CONTINUATION SHEET OF SHORT PARTICULARS

Notes

- 1 The Debenture contains covenants by the Chargor that, unless otherwise permitted by the terms of the Facility Agreement, it will not without the previous written consent of the Bank -
 - 1 1 create or permit to arise any mortgage charge lien or other security interest on the Property
 - 1 2 sell or dispose of the Property referred to in paragraphs 1 to 11 (inclusive) above
 - 1 3 deal with the Chargor's book debts and other debts otherwise than by collecting them in the ordinary course of the Chargor's business and in particular the Chargor will not realise its book debts and other debts by means of block discounting factoring or the like
 - 1 4 sell or dispose of the Property referred to in paragraph 12 above other than in the ordinary course of business
 - 1 5 consent to any assignment or sub-lease by any lessee or sub-lessee of the Chargor's freehold and leasehold property provided that so long as no Event of Default is continuing such consent may be granted without the consent of the Bank where granted in accordance with the principles of good estate management and where the grant would not be reasonably likely to have a Material Adverse Effect, provided that the Bank shall not withhold its consent in circumstances where the Chargor is under the terms of the relevant occupational lease obliged to grant its consent
- 2 The Debenture gives the Bank power to appoint an administrative receiver
- 3 "Event of Default" means an event defined as such in the Facility Agreement
- 4 "Expenses" means all expenses (on a full indemnity basis) properly incurred by the Bank or any Receiver at any time in connection with the Property or the Chargor's Obligations or in preserving or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred. The Bank shall if requested by the Chargor, provide copies of any invoices or estimates relating to such expenses
- 5 "Facility Agreement" means the facility agreement dated 18 July 2001 and made between inter alia, the Bank and the Chargor as amended or supplemented (including without limitation an increase in the facility amount) from time to time
- 6 "Interest" means interest at the rate charged to the Chargor by the Bank under the Facility Agreement
- 7 "Material Adverse Effect" has the same meaning as in the Facility Agreement
- 8 "Proceeds Account" means the account defined as such in the Facility Agreement
- 9 "Receiver" means a receiver or receiver and manager or administrative receiver appointed by the Bank
- 10 "Rental Income" means the income defined as such in the Facility Agreement
- 11 "Registered Land" means the freehold property known as Knollys House, 1-12 Byward Street, 14-15 Seething Lane and 46-48 Mark Lane, London EC3 as the same is registered at HM Land Registry with title numbers LN221549, 85111, 243166, LN237663 and LN68020
- 12 "Security Documents" means the documents defined as such in the Facility Agreement