

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
charge against an LLP. Use
LL MR04.

WEDNESDAY



A04

A5DK3RS0

17/08/2016

#165

COMPANIES HOUSE

1 Company details

Company number 0 1 9 1 0 8 3 8 ✓

Company name in full STAYING FIRST ✓

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation

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**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 1 6 0 9 2 0 1 3 ✓

A2 Charge number

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

Charge number* 2 ✓

A3 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 ✓

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

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A1

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

PLEASE FIND ENCLOSED PARTICULARS OF UNDERTAKING CHARGED

Continuation page

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

Part B

Charges created on or after 06/04/2013

B1

Charge code

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

① Charge code

This is the unique reference code allocated by the registrar

Charge code ①

□ □ □ □ - □ □ □ □ - □ □ □ □

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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

Name

MR PYARALI JAMAL

Please give the address of the person delivering this statement

Building name/number

THE GRAYSTON CENTRE

Street

28 CHARLES SQUARE

Post town

LONDON

County/Region

Postcode

N 1 6 H T

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

Person's interest in the charge

DIRECTOR OF CHARGOR COMPANY

/

C3**Signature**

Please sign the form here.

Signature

Signature

X  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 **KEMI DADA**

Company name **LONDON RE-USE LIMITED**

Address **THE GRAYSTON CENTRE**

28 CHARLES SQUARE

Post town **LONDON**

County/Region

Postcode **N 1 6 H T**

Country

DX

Telephone **02073244707**

**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 given the charge number (if appropriate)
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4

- ☐ **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

1 CHARGES

1.1 Assignment

The Borrower with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations hereby assigns to the Lender the following assets, both present and future, from time to time owned by the Borrower or in which the Borrower may have an interest

(a) Goodwill and uncalled capital

All goodwill and uncalled capital of the Borrower,

(b) Insurances

The Insurances and all monies from time to time payable to the Borrower under or pursuant to the Insurances including, without limitation, the refund of any premiums, and

(c) Agreements

The benefit of all agreements to which it and any Delivery Partner is a party (or in respect of which either has any rights) and any other agreement relating to the London Reuse Network to which the Borrower is a party or under which it has any rights

1.2 Fixed charge

The Borrower with full title guarantee hereby charges to the Lender by way of a first fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Borrower by way of first legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations, the following assets from time to time owned by the Borrower or in which the Borrower may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof)

(a) Properties

All present and future freehold and leasehold property of the Borrower situate in England and Wales (including, without limitation, the property (if any) specified in **Error! Reference source not found.**) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in England and Wales and all buildings, fixtures (including trade and tenant's fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same including, without limitation, all options, agreements, liens, mortgages and charges in relation thereto and the proceeds of sale thereof and shall include the properties details of which are set out in **Error! Reference source not found.**),

(b) Plant and machinery

All present and future

- (i) plant,
- (ii) machinery,
- (iii) vehicles,
- (iv) tools,
- (v) computer equipment
- (vi) office equipment, and
- (vii) other equipment,

of the Borrower and the benefit of all contracts and warranties relating to the same wherever situated and whether or not affixed to any property and all rights and interests of the Borrower in any plant and machinery which is hired, leased or rented by the Borrower from third parties including, without prejudice to the generality of the foregoing, the Borrower's right to any refunds of rentals or other payments,

(c) Investments

All present and future stocks, shares, bonds, certificates of deposit, derivatives, depository receipts and securities of any kind whatsoever (and all warrants, options or other rights to subscribe, purchase, call for delivery of or otherwise acquire any such securities) whether marketable or otherwise and all other interests and rights (including but not limited to loan capital or indebtedness or liabilities in any manner owing) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, income, interest or otherwise in respect thereof and all property and rights in respect of any account held by the Borrower as participant, beneficiary, nominee or trustee participant with any clearance or settlement system,

(d) Book debts

All present and future book debts due or owing to the Borrower or in which the Borrower is legally, beneficially or otherwise interested and the proceeds thereof, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Borrower or purchased or otherwise acquired by it and

all things in action which may give rise to any book debt together with the full benefit of any Security, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights,

(e) Insurances

To the extent not effectively assigned pursuant to clause 1 1, the Insurances and all monies from time to time payable to the Borrower under or pursuant to the Insurances including without limitation the refund of any premiums,

(f) Goodwill and uncalled capital

To the extent not effectively assigned pursuant to clause 1 1, all goodwill and uncalled capital of the Borrower,

(g) Agreements

To the extent not effectively assigned pursuant to clause 1 1, the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties,

(h) Cash

All bank accounts, cash at bank and all credit balances now or at any time in the future on any account with any person whatsoever including the proceeds of book debts, revenues and claims charged pursuant to clause 1 2(d) which proceeds shall, on payment into a bank account charged pursuant to this clause 3 1(h) cease to be subject to the charge in clause 1 2(d) and shall be subject to the charge in this clause 1 2(h), and

(i) Other debts

All other debts, claims, rights and choses in action both present and future of the Borrower or in which the Borrower is legally, beneficially or otherwise interested over and above the debts referred to in clause 1 2(d) and the proceeds thereof including, without prejudice to the generality of the foregoing, deposits and credit balances held by the Borrower with the Lender or any third party (and whether jointly or otherwise) from time to time, any amounts owing to the Borrower by way of rent, licence fee, service charge or otherwise in respect of any of the Properties and all rights and the proceeds of such rights actual or contingent arising under or in connection with any contract whatsoever in which the Borrower has any right, title or interest whether of insurance or otherwise and any amounts owing or which will come into the Borrower by way of damages, compensation or otherwise and the benefit of all rights relating to

such debts, claims, rights and choses in action

1.3 Floating charge

- (a) The Borrower with full title guarantee hereby charges to the Lender by way of a first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assigned pursuant to clauses 1.1 and 1.3 or otherwise pursuant to this Deed. The floating charge contained in this clause 1.3 is a "qualifying floating charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and that paragraph shall apply to this Deed.
- (b) Notwithstanding anything else contained in this Deed
 - (i) the floating charge created by this Deed may not be converted into a fixed charge solely by reason of
 - (A) the obtaining of a moratorium in respect of the Borrower pursuant to Section 1A to the Insolvency Act 1986, or
 - (B) anything done with a view to obtaining such a moratorium,
 - (ii) the Lender is not entitled to appoint a receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) in respect of the Borrower pursuant to Section 1A of Schedule A1 to the Insolvency Act 1986 except with the leave of the court.

1.4 Assignment provisions

In respect of the Charged Assets which are assigned to the Lender under clause 1.1

- (a) they are assigned absolutely but subject to reassignment upon the Secured Obligations being paid or discharged in full and there being no future or contingent debt which may arise, whereupon the Lender shall, at the request and cost of the Borrower, reassign the Charged Assets to the Borrower, and
- (b) in respect of any Insurances assigned, the Lender shall have no responsibility for the performance of the obligations of the Borrower thereunder, and the Borrower shall continue to observe and perform its obligations under the Insurances.

1.5 Notices

If the Lender so requests, the Borrower shall serve a notice of assignment in respect of any Charged Asset and use its reasonable endeavours to procure an acknowledgement in respect of that notice in the form set out in Schedule 2 in respect of contracts and Schedule 3 in respect of accounts

1 6 Restrictions on Dealings

The Borrower may not

- (a) create or permit to subsist any Security on any of the Charged Property, or
 - (b) sell, transfer, licence, lease or otherwise dispose of any of the Charged Property,
- except as expressly allowed under the Facility Agreement

1 7 Conversion of floating charge by notice

Subject only to clause 1 3(b), notwithstanding anything expressed or implied in this Deed, the Lender shall be entitled at any time following the occurrence of an Event of Default or if the Lender considers any of the Charged Property to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, by giving notice in writing to the Borrower to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge as regards the assets specified in such notice

1 8 Automatic conversion of floating charge

Subject only to clause 1 3(b), the floating charge contained in this Deed shall automatically and without notice be converted into a fixed charge in respect of any Floating Charge Assets

- (a) which shall become subject to Security other than a Permitted Security or to a disposition contrary to the provisions of clause 1 6,
- (b) if and when any person levies or notifies the Borrower that it intends to levy any distress, execution, sequestration or other process against any of the Charged Property, or
- (c) if any of the Secured Obligations become due and outstanding prior to their stated maturity, or
- (d) if an Event of Default shall take place

1.9 Trust

The Borrower shall hold on trust for the Lender all moneys realised in respect of the Debts

1.10 Trust period

The Trust referred to in clause 1 9 (and any other trusts declared in this Deed) shall, pursuant to section (5) of the Perpetuities & Accumulations Act 2009, be for a period of 125 years