

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
LL MR04

FRIDAY



A34 *A353ON17* 04/04/2014 #236
COMPANIES HOUSE

1 Company details

Company number 0 4 6 8 9 9 4 4 ✓

Company name in full Rosewheel Limited /

→ **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**

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 *

Charge creation date 1 2 0 3 2 0 1 7 /

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 COMPOSITE DEBENTURE /

Continuation page

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

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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	<p>The Company, with full title guarantee, in security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee</p> <p>1 1 Mortgages and charges</p> <p>1 1 1 Land</p> <p>(a) by way of a first legal mortgage, all estates interests in the Specified Properties and all other freehold or leasehold property now or in the future belonging together with the Premises and the Fixtures on and in them, and the Ancillary Rights pertaining to them,</p> <p>(b) by way of first legal charge (to the extent not effectively mortgaged under paragraph (a) above, or any other present or future mortgage in favour of the Security Trustee) all estates and interests in all freehold or leasehold properties now or in the future belonging to it together with the Premises and Fixtures on and in them and the Ancillary Rights pertaining to them</p> <p>1 1 2 Plant machinery and chattels</p> <p>By way of first fixed charge, all plant, machinery and other chattels now or in the future owned by it, and its interest in all plant, machinery and other chattels held by it under any lease, licence, hire or rental contract or other arrangement (excluding any forming part of its stock in trade or work in progress) together with the benefit of all hiring, leasing or rental contracts in respect of any such plant, machinery or chattels hired, leased or rented by it to any other person, and any guarantees, indemnities and Security Interests for the performance of such person's obligations now or in the future held or enjoyed by it in relation thereto</p> <p>1 1 3 Credit balances</p> <p>By way of first fixed charge, all monies, whether principal or interest, accrued or accruing, now or at any time in the future deposited in or otherwise standing to the credit of each Account and any other present or future account of the Company with the Security Trustee, the Agent or any other bank, financial institution or other person, the debts thereby represented, and all other rights and benefits in connection therewith</p> <p>1 1 4 Rental Income</p> <p>By way of first fixed charge (except to the extent the subject of a valid fixed Security Interest under any other provision of the Composite Debenture), all Rental Income together with the benefit of all guarantees, indemnities, Security Interests and other rights of any nature now or hereafter held or enjoyed by it in relation thereto</p> <p>1 1 5 Miscellaneous</p> <p>By way of first fixed charge</p> <p>(a) the benefit of all statutory or regulatory licences, permissions, consents or authorisations held by it in connection with its business or the use of any Security Asset and any right to payment of compensation thereunder,</p> <p>(b) all sums, realised or recovered by any liquidator or administrator of the Company pursuant to Part VI of the Insolvency Act 1986,</p> <p>(c) its goodwill, and</p> <p>(d) its uncalled capital</p> <p>1 2 Assignments</p>	

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Please give the short particulars of the property or undertaking charged

Short particulars

1 2 1 Insurances

The Company assigns absolutely by way of security, the benefit of and its whole present and future rights and claims under or in respect of the Insurances including without limitation, all rights to submit, negotiate and settle claims, and all monies now or in the future payable thereunder, including return of premiums

1 2 2 Rental income

The Company assigns absolutely by way of security, all Rental Income, and the benefit of all guarantees, indemnities and Security Interests now or in the future held or enjoyed by it in relation thereto

1 2 3 Financial instruments

The Company assigns absolutely by way of security, the benefit of and its whole present and future rights under the Hedging Agreement(s)

1 2 4 Specified Agreements

The Company, assigns absolutely by way of security, the benefit of and its whole present and future rights under the Specified Agreements and all other contracts or agreements to which it is or may at any time in the future be or become a party and the proceeds of all payments, claims, awards and other sums (including liquidated and ascertained damages) paid or payable to the Company under or in respect thereof and the Company's present and future claims, rights, remedies and causes of action thereunder

2 Floating Charge

In security for the payment and discharge of the Secured Obligations, the Company with full title guarantee charges by way of first floating charge, its whole undertaking, property, rights and assets, present and future, except to the extent they are effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under or pursuant to the Composite Debenture (including any such property rights or assets comprised in a charge which is reconverted under Clause 3 5 (Reconversion) of the Composite Debenture), or any other mortgage, fixed charge or assignment in favour of the Security Trustee

PLEASE NOTE Negative Pledge

The Company shall not create or permit to subsist any Security Interest on any of its assets other than any Permitted Security Interest

Definitions

"Accounts" has the meaning given in the Facilities Agreement, and as at the date of the Composite Debenture includes the Accounts more particularly described in Part 1 of Schedule 5 of the Composite Debenture,

"Agent" means The Governor and Company of the Bank of Scotland of New Ueberor House, 11 Earl Grey Street, Edinburgh, EH3 as agent of the Lenders,

"Ancillary Rights" means the benefit of all covenants, leases, tenancies, agreements, licences, rights, conditions or encumbrances relating to the Mortgaged Properties and all monies paid or payable thereunder,

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"Charging Company" means each of the Company, Happybadge Projects Limited (02819801), Grandseal Limited (Company number 04040781), Connect Properties (UK) Limited (05534605), Greenfour Limited (03925670), Rapport Properties Limited (05518506), Opticblend Limited (03611408), Harmony Properties (UK) Limited (05534583) and The Waterloo Brasserie Limited (05840721), together the "Charging Companies",</p> <p>"Facilities Agreement" means the agreement dated 9 March 2007 entered into among Happybadge Projects Limited as Borrower, the Companies listed therein as Original Guarantors, Hypo Real Estate Bank International Aktiengesellschaft and The Governor and Company of the Bank of Scotland as Original Lenders, The Governor and Company of the Bank of Scotland (in its capacities as Arranger, Agent and Security Trustee) and HBOS Treasury Services Plc as Hedging Provided as amended, supplemented, novated, extended or restated from time to time,</p> <p>"Finance Documents" has the meaning as defined in the Facilities Agreement, "Finance Party" has the meaning as defined in the Facilities Agreement,</p> <p>"Fixtures" means all fixtures and fittings and fixed plant and machinery from time to time in and upon any Property,</p> <p>"Hedging Agreement" means the Hedging Agreement, as such term is defined in the Facilities Agreement,</p> <p>"Lenders" means the Governor and Company of the Bank of Scotland of New Ueberior House, 11 Earl Grey Street, Edinburgh, EH3 and Hypo Real Estate Bank International Aktiengesellschaft of 21st Floor, 30 St Mary Avenue, London, EC3A 8BF,</p> <p>"Mortgaged Properties" means all freehold or leasehold properties from time to time forming part of the Security Assets and includes the Specified Properties,</p> <p>"Obligor" has the meaning as defined in the Facilities Agreement,</p> <p>"Permitted Security Interest" means</p> <p>(a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by an Obligor,</p> <p>(b) any Security Interest arising under the Security Documents, or</p> <p>(c) any Security Interest created or outstanding with the prior written consent of the Agent,</p> <p>"Premises" means all buildings and erections from time to time forming part of any Property,</p> <p>"Properties" means the Specified Properties and any Additional Property and "Property" shall mean any one or more of the Properties from time to time as the context requires,</p> <p>"Rental Income" has the meaning as defined in the Facilities Agreement,</p> <p>"Security Assets" means all or any part of or interest in the undertaking, property, rights and assets of each Charging Company which now or at any time hereafter are or are expressed to be the subject of any Security Interest created or purported to be creates by or pursuant to the Composite Debenture,</p>	

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

"Security Interest" means a floating charge, standard security, debenture, mortgage, charge, pledge, lien, retention of title arrangement (other than in respect of goods purchased in the ordinary course of business), hypothecation, encumbrance or other security interest of any kind or any agreement or arrangements having substantially the same economic or financial effect (including any "hold back" or "flawed asset" arrangement),
"Security" means all or any of the Security Interests now or at any time created by or pursuant to the Composite Debenture,
"Specified Agreements" means any agreement specified in Part 2 of Schedule 3 of the Composite Debenture and all other contracts and agreements which the Security Trustee may, at any time in the future, designate as a Specified Agreement, and
"Specified Properties" means 51-79 Charing Cross Road, 28-35 Newport Close and 10-18 Newport Place, London WC2 (Title Number NGL742177)

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Part B Charges created on or after 06/04/2013

B1	Charge code
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Please give the charge code This can be found on the certificate

Charge code ①

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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
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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
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Please give the name of the person delivering this statement

Forename(s)

Rosewheel Limited

Surname

Please give the address of the person delivering this statement

Building name/number

PARK HOUSE

Street

26 NORTH END ROAD

Post town

LONDON

County/Region

Postcode

N	W	1	1	7	P	T	
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Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in
the charge

Solicitor on behalf of the Chargor

C3 **Signature**

Please sign the form here

Signature _____

Signature _____

Signature X Greenberg Training Maker

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 **EMMA MENZIES**

Company name **GREENBERG TRAUIG MAHER**

Address **200 GRAYS INN ROAD**

Post town **LONDON**

County/Region

Postcode **W C 1 X 8 H F**

Country **UK**

DX

Telephone **02033498747**

**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