

**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
FINANCIAL SERVICES DIVISION**

CAUSE NO FSD <sup>16/</sup> OF 2012

**IN THE MATTER OF IB FARNBOROUGH (PINEHURST) PROJECT COMPANY, LTD  
(In Voluntary Liquidation)**

**AND IN THE MATTER OF SECTION 124 OF THE COMPANIES LAW (2011 REVISION)**

**PETITION**



**To the Grand Court**

The humble petition of Peter D Anderson and Matthew Wright, both c/o RHSW (Cayman) Limited, Windward 1, Regatta Office Park, PO Box 897, Grand Cayman KY1-1103, Cayman Islands, the Joint Voluntary Liquidators ("the Liquidators") of the above-named IB Farnborough (Pinehurst) Project Company, Ltd ("the Company") shows that:

1. On 17 September 2008 the Company was incorporated as an exempted company pursuant to the Companies Law.
2. Immediately prior to the commencement of the Company's voluntary liquidation, 24 April 2012, its registered office was c/o Paget-Brown Trust Company Ltd, Boundary Hall, PO Box 1111, Grand Cayman KY1-1102. The present registered office is c/o RHSW (Cayman) Limited, Windward 1 aforesaid.
3. At all material times:
  - (1) The sole director of the Company has been FC Director, Ltd ("the Director"), c/o Paget-Brown Trust Company Ltd aforesaid;
  - (2) The sole members of the Company have been GPIF-I Equity Co., Ltd and GPIF Co-Investment, LLC ("the Members");
  - (3) The Company is the sole beneficial owner of a commercial property, Pinehurst Park, Farnborough Road, Farnborough, Hampshire, England ("the Property"), leased to IBM. The property is vested IB Farnborough (Pinehurst) Funding Company I, Ltd and IB Farnborough (Pinehurst) Funding Company II, Ltd ("the Funding Companies") upon trust for the Company which also holds a finance lease of the reversion to the IBM lease. The Company has no other assets;

- (4) The Royal Bank of Scotland plc ("RBS") has a first charge over the Property pursuant to a Loan Agreement dated 14 October 2008 ("the Loan Agreement") and a Debenture dated 15 October 2008 ("the Debenture").
4. On 23 June 2010, following a valuation of the Property in May 2010, RBS declared an Event of Default pursuant to the Loan to Value covenant in the Loan Agreement the consequence of which was that all the rental income from IBM was paid to RBS in payment of interest and reduction of principal.
  5. Since July 2010 the Funding Companies have sought to sell the Property at a price which would discharge the indebtedness to RBS but without success.
  6. The loan facility from RBS originally expired on 14 October 2011 since when it has been extended by agreement from time to time. The last extension was until 29 February 2012 when RBS stated that no further extension would be agreed.
  7. By letter to the Funding Companies dated 1 March 2012 RBS demanded repayment of the loan, then standing at GBP6,726,000 odd, and stated that failure to pay within two business days would constitute an event of default under the Loan Agreement entitling RBS to take the enforcement action therein provided. By a further letter dated 6 March 2012 RBS declared an event of default and again demanded immediate repayment of the loan.
  8. On 9 March 2012 RBS appointed Fixed Charge Receivers ("the Receivers") of the Property pursuant to the Debenture.
  9. Given the state of the commercial property market in the United Kingdom, and the fact that the lease to IBM is due shortly to expire, it was, and is, extremely unlikely that the net proceeds of sale of the Property will be sufficient to discharge the costs of the receivership and the amounts, including default interest, due to RBS.
  10. In the above circumstances, by Resolution dated 22 March 2012, the Director recommended to the Members that the Company be put into voluntary liquidation.
  11. On 24 April 2012, the Members resolved that the Company be placed into Voluntary Liquidation and that the Liquidators be appointed Joint Voluntary Liquidators.
  12. The Liquidators have not, within 28 days of the commencement of the liquidation or at all, received a Declaration of Solvency signed by the Director.
  13. The Liquidators, both of whom are qualified insolvency practitioners within the meaning of the Insolvency Practitioner's Regulations 2008, as amended, consent to their respective appointments as Joint Official liquidators.

Your Petitioners therefore humbly pray that:

1. The liquidation of the Company be continued under the supervision of the Court.
2. Peter D Anderson and Matthew Wright, both of Windward 1 aforesaid, be appointed Joint Official Liquidators of the Company.
3. Until the Property is sold by the Receivers or until further order in the meantime:
  - (1) The need for the Liquidators to summon a meeting of creditors be dispensed with;
  - (2) The Liquidators be at liberty to take no steps in the liquidation.

AND your Petitioners will ever pray, etc.

Dated the 28<sup>th</sup> day of May 2012.



Bodden & Bodden  
Attorneys at Law for the Petitioners

This petition is not intended to be served.