

MG02

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



☒ **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.
If you do this, please use form MG02.

TUESDAY



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26/11/2013

#62

COMPANIES HOUSE

1 Company details		For official use
Company number	1 9 6 1 9 4 8	
Company name in full	Panfoods Co , Limited	<p>→ Filling in this form Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>

2 Creation of charge	
Date charge created	01/12/2008
Description ①	Assignment and Security Agreement (the "Charge") The obligations of the chargor under Pre-Export Finance Agreement
Date of registration ②	09/12/2008

① You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge'
② The date of registration may be confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders		<p>Continuation page Please use a continuation page if you need to enter more details</p>
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders		
Name	Mizuho Corporate Bank, Ltd , New York Branch	
Address	Americas Corporate Banking Division 1, 1251 Avenue of Americas (29th Floor), New York	
Postcode	N Y 1 0 0 2 0	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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4

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

Please see attached continuation sheets

5

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

6

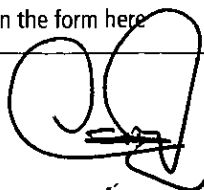
Signature

Please sign the form here

Signature

Signature

X



Carlos R. Vengrus
Director

X

This form must be signed by a person with an interest in the registration of the charge

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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 Carlos Roberto Vengrus

Company name Panfoods Co, Limited

Address 16 St Clare Street

Post town London

County/Region London

Postcode E C 3 N 1 L Q

Country UK

DX

Telephone 0207 680 1828



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
- ☒ You have completed the charge details in Section 2
- ☒ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☒ You have completed the short particulars of the property mortgaged or charged
- ☒ You have confirmed whether the charge is to be satisfied in full or in part
- ☒ 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

Form 395 - continuation

Short particulars of all the property mortgaged or charged (contd.)

Under the Charge, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of any and all Obligations, the Chargor assigned, pledged, granted, transferred and conveyed to the Lender for the benefit of the Secured Parties a continuing first priority lien and security interest in all of its right, title and interest in and to the following property, whether now owned or hereafter acquired and whether now existing or hereafter arising (all being collectively referred to herein as "Collateral")

- 1 each Receivable identified on Schedule I of the Charge, as such Schedule I may be amended, supplemented or replaced from time to time in accordance with the terms of the Charge and the Pre-Export Finance Agreement, including all claims (including claims for damages), causes of action and other rights thereunder or benefits thereof (and any related Export Sales Certificate and Chargor certification appended thereto),
- 2 all other amounts payable to the Chargor pursuant to the Offtake Contract relating to each Receivable (each, a "Pledged Offtake Contract"), and all rights, options, privileges, powers, claims, remedies and indemnities, whether arising by contract, at law, in equity or otherwise, under each Pledged Offtake Contract,
- 3 all Instruments or Chattel Paper evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any amounts under each Pledged Offtake Contract,
- 4 all credit insurance and letters of credit (if any) issued by any Person that supports the Final Offtaker's obligations with respect to any Pledged Offtake Contract,
- 5 the Offtaker Collection Account and any and all Investment Property, Financial Assets or other Property (including uninvested funds) from time to time credited to the Offtaker Collection Account or deposited or carried therein, any and all investments made with funds therein, and
- 6 all Proceeds (including insurance proceeds), profits, income, benefits, substitutions and replacements of and to any of the property of the Chargor described in paragraphs 1 - 5 above (including, without limitation, all causes of action, claims and warranties now or hereafter held by the Chargor in respect of any of the items listed above and all cash proceeds of any collection or other realization of all or any part of the Collateral)

The Chargor has agreed not to create, assume or suffer to exist any Lien on any Collateral at any time

For the purposes of this form 395, the following definitions have been used

“Additional Export Contract”

means each contract or other agreement (which may be formed by exchange of letters, e-mail, other electronic communication or other correspondence (including purchase orders) or verbally) from time to time entered into by the MC Guarantor with the Chargor for the sale of the Products (or, subject to Lender’s approval, any other products) intended for subsequent resale by the Chargor to the final Offtaker, as approved by the Lender from time to time in its sole discretion

“Affiliate”

means, when used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified

“Borrower Security Agreement”

means the Assignment and Security Agreement, dated as of the date of the Pre-Export Finance Agreement, between the Lender and the Borrower, substantially in the form of Exhibit C1 to the Pre-Export Finance Agreement, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof

“Borrower”

means Cia Iguaçu de Café Soluvel

“Chattel Paper”

has the meaning given to it in the UCC

“Export Contracts”

means each contract or other agreement (which may be formed by exchange of letters, e-mail, other electronic communication or other correspondence (including purchase orders) or verbally) from time to time entered into by the

	Borrower with the Chargor for the sale of Products (or, subject to the Lender's approval, any other products) intended for subsequent resale by the Chargor to the Final Offtaker
"Export Sales Certificate"	has the meaning set forth in section 7.05(d) of the Pre-Export Finance Agreement
"Final Offtaker"	means Marubeni Corporation, a corporation organized and existing under the laws of Japan
"Financial Assets"	has the meaning given to it in the UCC
"Instruments"	has the meaning given to it in the UCC
"Investment Property"	has the meaning given to it in the UCC
"Lien"	means, with respect to any asset, (i) any mortgage, deed of trust, lien, pledge, encumbrance, charge or security interest in or on such asset, (ii) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement relating to such asset and (iii) in the case of securities, any purchase option, call or similar right of a third party (other than the issuer) with respect to such securities
"MC Guarantor"	means Exportadora e Importadora Marubeni Colorado Ltda
"MC Security Agreement"	means the Assignment and Security Agreement, dated as at the date of the Pre-Export Finance Agreement, between the Lender and the MC Guarantor, substantially in the form of Exhibit C2 to the Pre-Export Finance Agreement, as amended, supplemented or otherwise modified from time to time in accordance

with the terms thereof

“Offtake Contract”

means any contracts from time to time entered into by the Chargor with the Final Offtaker that contemplate a resale by the Chargor of any Products or other products initially sold (or to be sold) to the Chargor under an Export Contract or Additional Export Contract, respectively

“Offtaker Collection Account”

means a special cash collection account in the name of the Chargor and under the control of the Lender established pursuant to Section 4.01(a) of the Pre-Export Finance Agreement. The initial administrative details of the Offtaker Collection Account shall be as follows:

Mizuho Corporate Bank, Ltd., New York Branch

Account No. H10-740-021749

ABA 026004307

Swift Code MHCBUS33

Name Panfoods Co., Ltd.

“Person”

means any natural person, corporation, business trust, joint venture, association, company, partnership or government, or any agency or political subdivision thereof

“Pledged Additional Export Contract”

means any Additional Export Contract pledged and assigned by the MC Guarantor to the Lender, as reflected from time to time on Schedule I to the MC Security Agreement

“Pledged Export Contract”

means any Export Contract pledged and assigned by the Borrower to the Lender to satisfy the Coverage Ratio, as reflected from time to time on Schedule I to the Borrower Security Agreement, provided that each such pledged Export Contract

	shall contain an Irrevocable Payment Instruction to the Chargor in the form set forth in Exhibit A to the Borrower Security Agreement
"Pre-Export Finance Agreement"	means the pre-export finance agreement dated 11 December 2008 between Cia Iguacu de Café Solúvel, as borrower, Exportadora e Importadora Marubeni Colorado Ltda and the Chargor as guarantors, and the Lender
"Proceeds"	has the meaning given to it in Section 0-102(a)(64) of the UCC
"Products"	means green coffee and/or soluble coffee, roasted coffee, ground coffee and by-products of the above, produced by the Borrower or MC Guarantor for export to the Final Offtaker through the Chargor
"Property"	has the meaning given to it in the UCC
"Receivable"	means each account or payment intangible (each as defined in Article 9 of the UCC) or similar obligation arising under any Pledged Export Contract, Pledged Additional Export Contract or Pledged Offtake Contract
"Secured Parties"	means the Lender and each of its respective successors, transferees, and assigns, provided that no Affiliate of the Chargor shall be a "Secured Party" hereunder or under any other Credit Document
"UCC"	means the Uniform Commercial Code as in effect in the State of New York from time to time, provided that references to specific sections or subsections of the UCC are references to such sections of

subsections, as the case may be, of the
UCC as in effect in the State of New
York on the date hereof