

MR01

Particulars of a charge



Companies House



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A fee is payable with this form
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

FRIDAY



AA4GCPLS

A23

14/05/2021

#157

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 04229016

Company name in full FAIRWAY OF COURSE LIMITED

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 27/04/2021

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name LGT Bank Ltd

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

None.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ **Yes**

☒ **No**

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

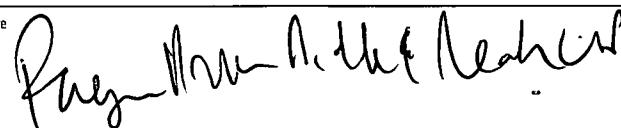
9

Signature

Please sign the form here.

Signature

Signature

x  x

This form must be signed by a person with an interest in 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 Sloan Kelly

Company name Faegre Drinker Biddle & Reath LLP

Address 7 Pilgrim Street

Post town London

County/Region

Postcode E C 4 V 6 L B

Country United Kingdom

DX 401

Telephone 02074504500

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**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 included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



We hereby certify that this is a true copy of the original

[Signature]
for and on behalf of
Faegre Drinker Biddle & Reath LLP
7 Pilgrim Street, London EC4V 6LB

[Signature] 11/5/21

General deed of pledge and declaration of assignment



FAIRWAY OF COURSE LIMITED

Client designation

RM

Initials RM

0048151

Client no

1 The pledgor

Title

Surname

FAIRWAY OF COURSE LIMITED

First name

Address

Honeypot Lane

P.O. Box

Postcode

HA7 1JS

Place

Stanmore, Middlesex

Country of domicile

United Kingdom

herewith pledges to LGT Bank Ltd. (hereinafter referred to as the "bank") all financial instruments, securities and security coupons (including the certificated rights thereto), non-certificated value rights (namely securities with deferred printing of certificates), claims, fiduciary placements, deeds relating to claims and participations, cash, bank notes, precious metals and other valuables as well as all credit balances in Swiss francs and foreign currencies in favour of the pledgor at the bank, which are deposited in a custody account with the bank or otherwise held by the bank or deposited elsewhere in the bank's name, now or in the future.

The pledge also extends to all outstanding and current preferential and incidental rights (such as interest, dividends, subscription rights, etc.) arising from the pledged assets, items, claims and rights. These rights and the claims arising from the pledged items are assigned by the pledgor to the bank within the context of Art. 365 ff. and 384 ff. of the Liechtenstein law on property (Sachenrecht).

- 2 This pledge shall serve as collateral security for all current and future claims of the bank against the debtor
(If no debtor is entered in this space, the pledgor is deemed to be the debtor)

Title

Surname

First name

Address

P.O. Box

Postcode

Place

Country of domicile

irrespective of the legal grounds on which these are based (current or future advances, debit balances, bills of exchange, transactions on stock exchanges or in securities etc.), including all lapsed and current interest, commissions and other costs of any type.

If the collateralised claims of the bank are claims deriving from a loan to a natural person which is not related to his professional or commercial activity, and the total credit limit is CHF 120,000.00 (or corresponding equivalent) or less, and the loan is not used for the purchase of financial instruments in accordance with Annex 2, Section C of the Banking Act, liability shall be restricted to the pledged assets.

- 3 In the event of a replacement of the pledged assets, the newly furnished items shall serve as pledged collateral without any further formalities. As soon as, in the opinion of the bank, an impairment of the pledged assets has occurred or is anticipated to occur or if, in the opinion of the bank, the safety margin deemed necessary by the bank is no longer available to the extent required, the bank shall be entitled to call for additional security or a reduction in the debt. If this request of the bank, which must be served to the debtor and, in the event of a third party pledge, to the pledgor, in accordance with the last mailing instructions notified to the bank, is not met within the time limit stated by the bank, the bank shall be authorised at its free discretion, even if the amount owed to it is not yet due, to either dispose of the pledged assets on the open market (on a stock exchange where possible), to cancel and call pledged or assigned claims and to satisfy all its claims from the proceeds, or to initiate legal proceedings against the debtor or pledgor (whether this be for seizure of other assets or initiating bankruptcy proceedings or for the realisation of pledges including charges on real property). The bank shall also be entitled to exercise this right in the event of the debtor failing to repay his debt on time or to fulfil any other obligation when due. The bank shall not be bound to notify the debtor and, in the event of a third party pledge, the pledgor if notification is not possible for legal or factual reasons or due to extraordinary circumstances.

It is the responsibility of the pledgor to take the necessary precautions with regard to preserving the rights arising from the above-mentioned pledged assets (supervision of drawings, disbursements, redemptions, amortisations, service of notice and collection of pledged securities, collection of interest, dividends and representation of shares at general meetings of shareholders etc.). The bank to which the assets are pledged is however authorised at its discretion to take such precautions, with the exception of the exercise of voting rights.

The pledgor or debtor gives an undertaking to cooperate in the transfer of collateral to a new purchaser should this be necessary. In the event of the disposal of pledged registered shares this deed of pledge also serves as an assignment in blank in favour of the bank.

- 4 The place of jurisdiction shall be determined in accordance with the imperative legal provisions. Insofar as these provisions are not applied, *Vaduz shall be the exclusive place of jurisdiction* for any disputes arising out of or in connection with this legal relationship. Vaduz shall also be the place of performance. However, the bank also has the right to take legal action against the pledgor and/or debtor before the courts of his domicile or before any other competent court. This legal relationship shall be governed *exclusively by Liechtenstein law*. Moreover, the bank's General Business Conditions apply and are hereby accepted.

Place/Date

LONDON 27/4/2021

Place/Date

Signature of the debtor if the pledged assets
are deposited by a third party

Signature of the pledgor



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4229016

Charge code: 0422 901 6 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th April 2021 and created by FAIRWAY OF COURSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th May 2021 .

Given at Companies House, Cardiff on 25th May 2021



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**