

# MR04

Statement of satisfaction in full or in part of a charge



You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://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 satisfi  
in full or in part of a mortgag  
charge against an LLP Use  
LL MR04



A28 04/03/2015 #200  
COMPANIES HOUSE

WEDNESDAY

## 1 Company details

Company number 0 7 1 7 8 9 5 5  
Company name in full KERMAN & CO MANAGEMENT LIMITED ("THE CHARGOR")

► **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 2 2 0 9 2 0 1 0

### A2 Charge number

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

Charge number\* [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

### 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 Guarantee and Debenture dated 22ND SEPTEMBER 2010  
between the Chargor and the other companies and  
limited liability partnerships listed in Part 1 of  
the attached Schedule and Barclays Bank PLC ("the  
Debenture")

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

**Statement of satisfaction in full or in part of a charge**

A4

### Short particulars of the property or undertaking charged

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

### Short particulars

As specified in Part III of the attached Schedule

NB The attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created

Schedule to Form MG01 for Debenture  
Part I

List of the Companies and Limited Liability Partnerships

KERMAN & CO MANAGEMENT LIMITED  
KERMAN & CO LLP "The Agent"

Part II Definitions

In this form MG01

'Agent' means the company shown as Agent in Part I of this Schedule and includes any successor appointed under clause 18 1 of the Debenture,

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

Charge code ①

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① Charge code

This is the unique reference code allocated by the registrar

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**A4**

## Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>'Assets' means all the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them,</p> <p>'Bank' means Barclays Bank PLC and any transferee or successor whether immediate or derivative,</p> <p>'Companies' means the companies and limited liability partnerships listed in Part I of this Schedule and includes any company or limited liability partnership, which accedes as a party to the Debenture under clause 19 of the Debenture (with effect from the time of its accession),</p> <p>'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 3 1 3 of the Debenture but only insofar as concerns that floating charge,</p> <p>'Indebtedness' includes any obligation for the payment or repayment by the Companies or Limited Liability Partnerships to the Bank of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatever, including any liability (secured or unsecured) of the Companies or Limited Liability Partnerships to a third party which subsequently becomes payable to the Bank by assignment or otherwise and including principal, interest, commission, fees and other charges,</p> <p>'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights,</p> <p>'Intellectual Property Rights' means all and any of the Chargor's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3 1 2(h) of the Debenture,</p> <p>'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),</p> <p>'now' means on the date of the Debenture and 'present' and 'future' shall be construed accordingly,</p>	

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**A4**

## Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

'Receivables' means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any Assets referred to in clause 3 1 2 of the Debenture,  
'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000)

which now or in the future represent a holding in a subsidiary undertaking of the Chargor (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority", or the certificates for which are now or in the future deposited by the Chargor with the Bank or which, if uncertificated, are held in an escrow or other account in favour of the Bank or held in the name of the Bank or that of its nominee or to the order of the Bank,  
including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise,

Part III

Particulars of Property Mortgaged or Charged

By clause 3 1 of the Debenture the Chargor charged to the Bank with full title guarantee with the payment or discharge of all Indebtedness

1 by way of legal mortgage, all Land in England and Wales now vested in the Chargor and not registered at H M Land Registry,

2 by way of fixed charge

(a)all Land in England and Wales now vested in the Chargor and registered at H M Land Registry,

(b)all other Land which is now, or in the future becomes, the Chargor's property,

(c)all plant and machinery now or in the future attached to any Land,

(d)all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land,

(e)all the Chargor's Securities,

(f)all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor,

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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>which relate to Assets themselves subject to a fixed charge in favour of the Bank, or which are now or in the future deposited by the Chargor with the Bank, together with all the rights and interests of the Chargor in these contracts and policies (including the benefit of all claims arising and all money payable under them),</p> <p>(g)all the Chargor's goodwill and uncalled share capital for the time being,</p> <p>(h)all the Chargor's Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which it is entitled together with others, the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world, all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world,</p> <p>(i)all trade debts now or in the future owing to the Chargor,</p> <p>all other debts now or in the future owing to the Chargor save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989),</p> <p>(j)the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in favour of the Bank,</p> <p>3 by way of floating charge</p> <p>(a)all the Chargor's Assets which are not effectively charged by the fixed charges detailed above, and</p> <p>(b)without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland,</p> <p>but in each case so that the Chargor shall not without the Bank's prior written consent create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking par passu with or subject to, this floating charge),</p> <p>take any other step referred to in clause 5.1 of the Debenture with respect to any of the Floating Charge Assets,</p> <p>sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business</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	<p>Part IV</p> <p>Covenants and Restrictions</p> <p>1 Under clause 3 2 of the Debenture, the Bank may at any time crystallise the floating charge created in clause 3 1 3 of the Debenture into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Chargor in relation to any or all Floating Charge Assets, as the Bank specifies in the notice</p> <p>2 Under clause 3 3 of the Debenture, subject to the rights of any prior mortgagee, the Chargor must</p> <p>1 deposit with the Bank for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3 1 including insurance and assurance policies,</p> <p>2 execute and deliver to the Bank any documents and transfers it requires at any time to constitute or perfect an equitable or legal charge (at its option) over any Securities including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions the Bank may require to achieve this</p> <p>3 Under clause 3 6 of the Debenture, any debentures, mortgages or charges (fixed or floating) be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture</p> <p>4 Under clause 4 1 of the Debenture, the Chargor must collect and realise all Receivables and immediately on receipt pay all money which it receives in respect of them into its bank account with the Bank, or into any other account designated by the Bank, in each case on such terms as the Bank may direct Pending that payment, the Chargor will hold all money so received upon trust for the Bank The Chargor may not, without the Bank's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person or purport to do so</p> <p>5 Under clause 4 2 of the Debenture, if a credit balance on any account of the Chargor with the Bank includes proceeds of Receivables credited or transferred to that account, the Bank shall have an absolute discretion whether to permit or refuse to permit the Chargor to utilise or withdraw that credit balance and the Bank may in its sole discretion at any time transfer all or any part of that credit balance to any other account of the Chargor with the Bank or to an account in the Bank's own name</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	<p>6 Under clause 4 3 of the Debenture, if the Bank releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Chargo-r to factor, discount or otherwise sell them to the Bank or to a third party, the charges created by the debenture will in all other respects remain in full force and effect In particular, all amounts due to the Chargor from the Bank or the third party and any Receivables- re-assigned or due to be re-assigned to the Chargor will be subject to the relevant fixed charge detailed in clause 3 1 2 of the debenture, subject only to any defences or rights of retention or set-off which the Bank or the third party may have against the Chargor</p> <p>7 Under clause 5 of the Debenture, the Chargor must not, except with the Bank's prior written consent 1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of the Assets,</p> <p>2 sell, assign, lease, license or sub-license, or grant any interest in, its Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them</p> <p>8 Under clause 10 of the Debenture</p> <p>1 the Chargor may not, without the Bank's prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet,</p> <p>2 the Chargor must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any Land or share the occupation of it with any other person, or agree to do so, without the Bank's prior written consent</p>	

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## Part C To be completed for all charges

<b>C1</b>	<b>Satisfaction</b>	
	I confirm that the debt for the charge as described has been paid or satisfied Please tick the appropriate box	
	<input checked="checked" type="checkbox"/> In full	
	<input type="checkbox"/> In part	
<b>C2</b>	<b>Details of the person delivering this statement and their interest in the charge</b>	
	Please give the name of the person delivering this statement	
Name	Daniel O'Connell	
	Please give the address of the person delivering this statement	
Building name/number	200	
Street	Strand	
Post town	London	
County/Region	London	
Postcode	W C 2 R 1 D J	
	Please give the person's interest in the charge (e.g. chargor/chargee etc)	
Person's interest in the charge	Chargee	
<b>C3</b>	<b>Signature</b>	
	Please sign the form here	
Signature	<div>Signature</div> <div>X Daniel O'Connell. X</div>	



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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

Mark Johnson

Company name

Kerman & Co LLP

Address

200 Strand

London

Post town

County/Region

Postcode

W

C

2

R

1

D

J

Country

DX

99 London/Chancery Lane

Telephone

020 7539 7272



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)