In accordance with Section 859L of the Companies Act 2006

# **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 satisfac in full or in part of a mortgage charge against an LLP Use form



A04

09/06/2015

**COMPANIES HOUSE** 

\*A47R3X0X\*

19/05/2015

LL MR04 #359 **COMPANIES HOUSE Company details** → Filling in this form Company number Please complete in typescript or in FAIRFORD Company name in full bold black capitals All fields are mandatory unless specified or indicated by \* 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 Charges created before 06/04/2013 Part A Α1 Charge creation date Please give the date of creation of the charge Charge creation date اً اصًا Charge number A2 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 Continuation page Please use a continuation page if created or evidenced you need to enter more details SECURITY AGREEMENT BETWEEN Instrument description FAIRFORD CAPITAL LIMITED AND BANK JULIUS BAER + CO LTD. COVERNSEY BRANCH.

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A4	Short particulars of the property or undertaking charged		
Short particulars	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	
	PLEASE SEE ATTACHED SCHEDULE.		
Part B	Charges created on or after 06/04/2013		
B1 T	Charge code		
	Please give the charge code This can be found on the certificate	<b>●</b> Charge code	
		This is the unique reference code	

- 1. The Debtor covenants with the Bank to discharge the Indebtedness and to perform all its other obligations to the Bank on demand and as a continuing security to the Bank for such discharge and performance:
- 1.1 assigns control of the Charged Account to the Bank;
- 1.2 undertakes immediately to deposit with the Bank pursuant to the Security Agreement all certificates of title to securities and all policies relating to the Collateral not in the possession of the Bank;
- 1.3 agrees that all certificates of title to securities and all policies relating to the Collateral in the possession of the Bank at any time shall be held by the Bank subject to this Security Agreement;
- 1.4 assigns to the Bank all its right, title and interest in the Contract Rights;
- 1.5 undertakes immediately to transfer to the Bank, pursuant to this Security Agreement, title to any of the Collateral not held by the Bank as the Bank may require;
- 1.6 agrees that title to all of the Collateral held by the Bank at any time shall be held by the Bank subject to this Security Agreement;
- 1.7 undertakes immediately to sign, seal, execute, deliver and complete pursuant to this Security Agreement all transfers, renunciations, endorsements, notices, mandates, deeds or other documents and to do all other acts and things as the Bank may require to perfect control of or title to any of the Collateral, or to enable the Bank to exercise any rights, powers and remedies attaching to the Collateral, or to give effect to any application sale or disposal pursuant to this Security Agreement;
- 1.8 creates a security interest pursuant to the Law in favour of the Bank in all its right, title and interest in the Collateral.
- 2. The Debtor further undertakes not to and not to agree or attempt to or cause or permit another to sell, transfer, surrender, mortgage, pledge, charge, create any security or equitable interest in or otherwise to dispose of or encumber the Collateral otherwise than pursuant to and in accordance with this Security Agreement or with the Bank's express prior written consent.

The following expressions have the following meanings:

"Charged Account" means each bank account of the Company with the Bank existing at any time and includes any sub-account, re-designation of account and any account substituted as a Charged Account by written agreement between the parties including (without limitation) the Credit Agreement.

"Charged Balance" means the credit balance at any time on each Charged Account and includes all interest accrued.

"Charged Property" means all intangible moveable property of which the title policy or certificate of title is held by or to the order of the Bank for the Debtor.

"Collateral" means the Charged Account, the Charged Balance, the Charged Property, the Contract Rights and any Derivative Asset and any other property at any time subject to the security interest hereby created.

"Contract Rights" means all powers, rights, claims, title, interest and benefit which the Debtor has under any agreement or arrangement (to include arrangements made in connection with fiduciary deposits! from time to time entered into between the Debtor and the Bank whereby the Debtor deposits or places assets with the Bank in any capacity including (without limitation) any right of delivery or re-delivery and all monies assured by or to become payable under the same and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same and the documents relating thereto.

"Debtor" where more than one person is comprised in that term, includes all or any one or more of those persons and their obligations shall take effect as joint and several obligations without benefit of the droit de division.

"Derivative Asset" means any interest, dividend, security, right, policy of life assurance, money or other intangible movable property at any time hereafter derived from or created or issued in substitution for the Charged Balance or the Charged Property or any part of them.

#### "Indebtedness" means:

- 1. all the Debtor's present or future indebtedness to the Bank on any current or other account whatever whether solely or jointly with any other persons (notwithstanding that there may from time to time be a credit balance on any such account);
- 2. all the Debtor's other liabilities whatever to the Bank whether as principal or surety including (without limitation) liabilities on account of money advanced (whether due on demand or upon notice or at fixed dates) or on account of bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities whether present, future, actual or contingent and whether or not matured or accrued due and whether incurred solely, severally or jointly with any other person and whether in sterling or in any other currency;
  3. all interest commission and bank charges and all other costs and expenses including legal fees on a full indemnity basis charged or incurred by the Bank in connection with the Indebtedness; and includes any part of the Indebtedness.

"Law" means the Security Interests (Guernsey) Law, 1993 as amended from time to time.

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Part C	To be completed for all charges		
C1	Satisfaction		
_	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		
	Please give the name of the person delivering this statement		
Name	MARIA COOKSEY		
	Please give the address of the person delivering this statement		
Building name/number			
Street	FITZHARDINGE STREET		
Post town	LONDON		
County/Region			
Postcode	WNH GED		
	Please give the person's interest in the charge (e.g. chargor/chargee etc)		
Person's interest in the charge	FAIRFORD CAPITAL - FAMILY DEACE MANAGER "CHARGEE"		
	OFFICE MANAGER "CHARGEE"		
G	Signature		
	Please sign the form here		
Signature	Signature X . Cookself 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 MARIA AIRFORD CAPITAL UTD 7TZHARDINGE ST Post town County/Region Postcode 6 E DX 3019 317 O [O 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 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