

# 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 satisfacti  
in full or in part of a mortgage c  
charge against an LLP. Use form  
LL MR04.

FRIDAY



SCT 25/04/2014 #62  
COMPANIES HOUSE

### 1 Company details

Company number S C 1 3 7 6 5 1

Company name in full BONDAREA LIMITED (THE "ASSIGNOR")

→ **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<sup>①</sup>

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**

**① Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired.

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge. ②

Charge creation date <sup>d</sup>2 <sup>d</sup>5 <sup>m</sup>0 <sup>m</sup>6 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>0 <sup>y</sup>8

**② Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired.

### A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced.

Instrument description COLLATERAL ASSIGNMENT OF CURRENCY AGREEMENT

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

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## Short particulars of the property or undertaking charged

	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.
Short particulars	<p>1. Pursuant to clause 1 of the Currency Assignment (<i>Assignment from Assignor to Assignee</i>) the Assignor has assigned to the Assignee as additional collateral for the Loan all of the Assignor's right, title and interest (but not its obligations) to receive income, revenues and other payments (the "Payments") due to the Assignor from the Counterparty under the Currency Agreement and all of the Assignor's right, title and interest in any collateral, demands, causes of action, bank accounts, other accounts, investment property, general intangibles and supporting obligations, and any other collateral or documents arising out of and/or executed and/or delivered with respect to the Currency Agreement, all rights and benefits of the Assignor related to the Currency Agreement, and such claims and choses in action related to the Currency Agreement with respect to the period commencing on the date of the Currency Assignment and ending on the date on which the Assignor shall have repaid the Loan in its entirety (collectively, the "Assigned Interests"), and the Assignor has granted to the Assignee a security interest in and to the Assigned Interests and all Proceeds (as defined in the Uniform Commercial Code adopted in the State of New York) thereof (collectively, the "Currency Collateral"), to have and to hold the same, unto the Assignee, its successors and assigns, as collateral and additional security for the performance and payment of the Assignor's obligations under the Loan Agreement. The Currency Assignment does not include the delegation to the Assignee of any of the Assignor's duties, responsibilities or obligations under the Currency Agreement, the Assignor remaining liable to perform all duties, responsibilities and obligations to be performed by the Assignor thereunder, and the Assignee shall not have any obligation or liability under the Currency Agreement or by reason of or arising out of the Currency Assignment or the receipt by the Assignee of any Payment and the Assignor has specifically agreed to indemnify and forever hold the Assignee harmless from any claim or liability on account thereof, including, without limitation, attorneys' fees incurred.</p> <p>2. Pursuant to clause 2 of the Currency Assignment (<i>Payments under the Currency Agreement</i>) the Counterparty, the Assignor and the Assignee have agreed and acknowledged that:</p> <p>(a) the Assignor is the purchaser of and a counterparty to the Currency Agreement,</p> <p>(SEE CONTINUATION PAGE)</p>	

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**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 <sup>1</sup>

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**<sup>1</sup> Charge code**

This is the unique reference code allocated by the registrar.

**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

Forename(s)

GRANT

Surname

DOCHERTY

Please give the address of the person delivering this statement

Building name/number

NO. 2

Street

LOCHRIN SQUARE

96 FOUNTAINBRIDGE

Post town

EDINBURGH

County/Region

Postcode

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Please give the person's interest in the charge (e.g. chargor/chargee etc).

Person's interest in the charge

SOLICITOR FOR AND ON BEHALF OF CHARGOR

**C3 Signature**

Please sign the form here.

Signature

Signature *Grant Docherty* GRANT DOCHERTY  
 X *Grant Docherty* GRANT DOCHERTY  
 X *Grant Docherty* GRANT DOCHERTY

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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 ALAN GLEN

Company name DWF LLP

Address NO. 2 LOCHRIN SQUARE

96 FOUNTAINBRIDGE

Post town EDINBURGH

County/Region

Postcode E H 3 9 Q A

Country SCOTLAND

DX DX ED 15

Telephone 0131 226 5541

**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 completed the Description of instrument and Short particulars in Sections A2 and A3.

**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)

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Short particulars

- (b) the Assignor and the Existing Assignor shall be the sole obligor of Counterparty under the Currency Agreement and the Counterparty shall look only to the Assignor and Existing Assignor for any Payments required to be made to the Counterparty under the Currency Agreement and the Assignee shall have no obligation to make any Payments required to be made by the Assignor to the Counterparty under the Currency Agreement and
- (c) all Payments required to be made by the Counterparty under the Currency Agreement shall be made without set off, defence or counterclaim, to the Assignee and paid to the Assignee by wire transfer into the following account (the "Cash Management Account"): Account No. 12350 87699 at Bank of America, N A, A/ABA# 026 009 593 located in New York, New York or to such other account as the Assignee may designate until such time as the Currency Agreement is terminated or otherwise cancelled in accordance with the terms thereof, at which time the Counterparty will be instructed to make payments to or on behalf of the Assignor.
- If, notwithstanding the Currency Assignment, the Assignor receives any Payments under the Currency Agreement which should have been deposited in the Cash Management Account, such amounts shall be deemed to be Currency Collateral and shall be held in trust for the benefit, and as the property, of the Assignee, such amounts shall not be commingled with any other funds or property of the Assignor and the Assignor shall deposit such amounts in the Cash Management Account within two (2) Business Days after receipt thereof. Upon the occurrence of an Event of Default in addition to any other rights and remedies the Lender may have under the Loan Documents,
- (a) Payments received by the Assignee may be applied by the Assignee to any principal, interest and other amounts owing by the Borrower under the Loan and the Loan Documents in such order and priority as the Assignee shall determine in its sole and absolute discretion, and

(SEE NEXT CONTINUATION PAGE)

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Short particulars

(b) the Assignee shall be entitled to exercise all remedies provided in the UCC with respect to the security interest granted therein. The Assignee shall only be accountable for Payments actually received by it thereunder. The Assignee's sole duty with respect to the custody, safekeeping and physical preservation of the Currency Collateral in its possession, under Section 9 207 of the UCC or otherwise, shall be to deal with it in the same manner as the Assignee deals with similar property for its own account.

Neither the Assignee nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Currency Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Currency Collateral upon the request of the Assignor or any other person or to take any other action whatsoever with regard to the Currency Collateral or any part thereof. The powers conferred on the Assignee thereunder are solely to protect the Assignee's interests in the Currency Collateral and shall not impose any duty upon the Assignee to exercise any such powers. The Assignee shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Assignor for any act or failure to act thereunder, except for their own gross negligence or wilful misconduct. In the event that for any reason the Currency Agreement ever expires, or is terminated, rescinded or revoked and, as a result thereof, a termination fee or such similar payment is owing to the Assignor by the Counterparty, such sum is and shall be considered a Payment and a part of the Currency Collateral and shall be held and disbursed by the Assignee in accordance with the terms thereof.

3. Pursuant to clause 13 of the Currency Assignment (*Notices*) any notices required to be given under the Currency Assignment shall be given in the manner provided in Section 10 6 of the Loan Agreement.

4. Pursuant to clause 5 of the Currency Assignment (*Covenants*) the Assignor represented and warranted that:

(i) it has the full power, right and authority to assign its interest in the Currency Collateral,

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Short particulars

- (ii) the Assignor owns the Currency Collateral free and clear of all Liens and claims of others and the Assignor has not transferred, assigned, granted a security interest in or otherwise encumbered its interest in and to the Currency Collateral,
- (iii) no security agreement, financing statement or other document is on file or of record in any public office with respect to the Currency Collateral, other than in favour of the Assignee,
- (iv) the obligation of the Counterparty under the Currency Agreement to make Payments is not subject to any defence, right of set off or counterclaim,
- (v) the location of its chief executive office is the address set forth in the caption to the Currency Assignment, and
- (vi) upon registration of the Currency Assignment with the Companies House of England and Wales under the Companies Act 1985, the Assignee will have a perfected lien on the Currency Collateral which lien is prior to all creditors of and purchasers from the Assignor.

The Assignor further covenanted and agreed with the Assignee that it will at any time and from time to time, upon the written request of the Assignee, and at the sole expense of the Assignor, promptly and duly execute and deliver such further instruments and documents and take such further action as the Assignee may reasonably request for the purpose of obtaining or preserving the full benefits of the Currency Assignment (including, without limitation, the Assignee's Lien on the Currency Collateral), the Assigned Interests and of the rights and powers therein granted, including, without limitation, the making of any registration.