

MR04

Statement of satisfaction in full or in part of a charge



Companies House

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17/02/2016

#354

COMPANIES HOUSE

☒ **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 satisfaction
in full or in part of a mortgage or
charge against an LLP. Use form
LL MR04

WEDNESDAY

1 Company details

42

Company number 00019739 ✓

Company name in full PIC FIFIELD LIMITED ✓

→ 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 23 02 2006 ✓

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 DEBENTURE ✓

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

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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

SEE ATTACHED SCHEDULE 2 (P.T.O)
SEE ATTACHED SCHEDULE 1 FOR
DEFINITIONS ✓

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

□ □ □ □ - □ □ □ □ - □ □ □ □

① Charge code

This is the unique reference code
allocated by the registrar

***Schedules to Form 395 relating to the Debenture entered into by PIC Fyfield Limited
(Company No:19739) dated 23 February 2006***

**SCHEDULE 1
DEFINITIONS**

"Account" means any account opened or maintained by the Company with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Agent" means Barclays Bank PLC as agent for itself and the other Finance Parties.

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 10 of the Facilities Agreement (*Ancillary Facilities*) and with effect from 1 December 2005 the multi-option facility pursuant to the Barclays Facility Letter and the Sterling Overdraft referred to in the Barclays Facility Letter, being a composite accounting systems overdraft facility pursuant to a facility letter dated 24 August 2005 and effective on 29 September 2005 as amended from time to time and made between (1) Barclays Bank PLC and (2) the Parent and others.

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes an Ancillary Facility available in accordance with the terms of the Facilities Agreement

"Arranger" means Barclays Capital as mandated lead arranger.

"Barclays Facility Letter" means the facility letter dated 24 August 2005 and effective on 29 September 2005 as amended from time to time and made between (1) Barclays Bank PLC and (2) the Parent and others.

"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee

"Facilities Agreement" means the facilities agreement dated 26 October 2005 made between the Parent, the Original Borrowers, the Original Guarantors, the Arranger, the Original Lenders, the Agent, the Security Trustee and the Issuing Bank as amended, varied, novated or supplemented from time to time.

"Finance Document" means each of the Intercreditor Agreement, the Finance Documents (as defined in the Facilities Agreement), the Security Documents and any other document designated as such by the Security Trustee and the Parent.

"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender.

"Hedge Counterparties" means the Original Hedge Counterparty and any financial institution which becomes a party in accordance with the terms of Clause 4 (*Hedge Counterparties Rights and Obligations*) or Clause 15.3 (*Change of Hedge Counterparty*) of the Intercreditor Agreement.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Intercreditor Agreement" means the intercreditor agreement dated 26 October 2005 made between, amongst others, the Parent and Barclays Bank PLC as security trustee, agent, lender and hedge counterparty.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Issuing Bank" means Barclays Bank PLC.

"Lender" means:

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party in accordance with Clause 30 of the Facilities Agreement (*Changes to the Lenders*),

which in each case has not ceased to be a party in accordance with the terms of the Facilities Agreement.

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any

Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company)

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (*Further Assurance*) of the Debenture substantially in the form of Schedule 1 (*Form of Legal Mortgage*) of the Debenture.

"Obligor" means each Original Obligor and any subsidiary of the Parent which becomes a party to the Facilities Agreement in accordance with the terms of Clause 31 (*Changes to the Obligor*) of the Facilities Agreement.

"Original Borrowers" means the persons listed in Part I of Schedule 1 to the Facilities Agreement (*The Original Obligors*) as original borrowers.

"Original Guarantors" means the persons listed in Part I of Schedule 1 to the Facilities Agreement (*The Original Obligors*) as original guarantors.

"Original Hedge Counterparty" means Barclays Bank PLC as a Hedge Counterparty.

"Original Lenders" means Barclays Bank PLC.

"Original Obligor" means an Original Borrower or an Original Guarantor

"Parent" means Genus PLC

"Real Property" means:

- (a) any freehold, leasehold or immovable property; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property;

and includes all Related Rights.

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

"Secured Parties" means the Arranger, the Security Trustee, the Agent, each Lender, the Issuing Bank and each Ancillary Lender (including any Affiliate of a Lender which is an

Ancillary Lender) from time to time party to the Facilities Agreement, any Receiver or Delegate and each Hedge Counterparty.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Documents" means:

- (a) each of the Transaction Security Documents;
- (b) any other document entered into at any time by any of the Obligor creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations; and
- (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above.

"Shares" means all of the shares in the capital of Pig Improvement Company UK Limited, Pig Improvement Company Overseas Limited, PIC Fyfield Investments Limited and SyAqua Limited and all of the shares in the capital of any other company in each case held by, to the order or on behalf of the Company at any time.

"Subsidiary" means a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 3(f) of Part I of Schedule 2 (*Conditions Precedent*) to the Facilities Agreement and any document required to be delivered to the Agent under paragraph 13 of Part II of Schedule 2 (*Conditions Precedent*) to the Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligor under any of the Finance Documents

SCHEDULE 2
SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED

1 FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

In the Debenture, the Company, as security for the payment and discharge of the Secured Obligations:

1.1 Fixed Charges

has charged with full title guarantee by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets:

- 1.1.1 the Real Property;
- 1.1.2 the Tangible Moveable Property;
- 1.1.3 the Accounts;
- 1.1.4 the Intellectual Property;
- 1.1.5 any goodwill and rights in relation to the uncalled capital of the Company;
- 1.1.6 the Investments;
- 1.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- 1.1.8 all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture.

1.2 Assignments

has assigned absolutely with full title guarantee all the Company's right, title and interest from time to time in and to the proceeds of any Insurance Policy and all Related Rights.

1.3 Floating Charge

- 1.3.1 has charged with full title guarantee by way of first floating charge all present and future assets and undertaking of the Company.
- 1.3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 3.3 (*Floating Charge*) of the Debenture

2 FURTHER ASSURANCE

The Debenture contains covenants for further assurance.

3 NEGATIVE PLEDGE

The Debenture contains a negative pledge.

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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

DENIS NOONAN

Please give the address of the person delivering this statement

Building name/number

MATRIX HOUSE

Street

BASING VIEW

✓

Post town

BASINGSTON

County/Region

HAMPSHIRE

Postcode

RG214DZ

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

Person's interest in the charge

DIRECTOR OF CHARGOR

✓

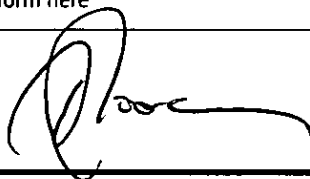
C3**Signature**

Please sign the form here

Signature

Signature

X



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.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



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