

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

☒ **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
charge against an LLP. Use
LL MR04

FRIDAY



A28 16/05/2014 #43
COMPANIES HOUSE

1 Company details

Company number 01948434
Company name in full Biocare Limited (the "Company")

→ **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 ①

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

② **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 23/04/2010

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 Composite Guarantee and Debenture (the "Security Document")

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

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A3**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

Capitalised terms used below and in the continuation sheets and not otherwise defined on this page or page 1 of this Form MR04 shall have the meaning given to them in Schedule 1 to this Form MR04

1. The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

(a) by way of first legal mortgage the Specified Real Property,

(b) by way of first fixed charge

(i) all Real Property and all interests in Real Property not subject to the charge referred to in paragraph 1(a) above,

(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and

(iii) the proceeds of sale of all Real Property other than Specified Real Property,

(c) by way of first fixed charge all Specified P&M,

(d) by way of first fixed charge all the benefit of all contracts, licences and warranties relating to the Specified P&M,

(e) by way of first fixed charge all P&M (not subject to the charges referred to in paragraphs 1(a), 1(b) or 1(c) above) and the benefit of all contracts, licences and warranties relating to the same,

(f) by way of first fixed charge

(i) all computers, vehicles, office equipment and other equipment (not subject to the charge referred to in paragraph 1(c) above), and

(ii) the benefit of all contracts, licences and warranties relating to the same, other than any which are for the time being part of any Security Obligor's Inventory,

(SEE CONTINUATION SHEETS)

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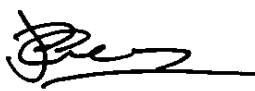
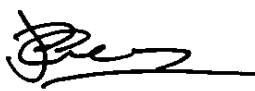
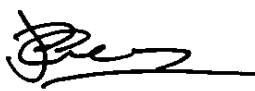
Part B Charges created on or after 06/04/2013

B1	Charge code														
Please give the charge code This can be found on the certificate.															
Charge code ①	<table border="1"><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table>					-					-				
				-					-						
① 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	
<input checked="checked" type="checkbox"/> In full	
<input type="checkbox"/> 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)	BIOCARE LIMITED
Surname	
Please give the address of the person delivering this statement	
Building name/number	LAKESIDE
Street	180 LIFFORD LANE
Post town	KINGS NORTON
County/Region	BIRMINGHAM, WEST MIDLANDS
Postcode	B 3 0 3 N U
Please give the person's interest in the charge (e.g. chargor/chargee etc).	
Person's interest in the charge	CHARGOR

C3	Signature			
Please sign the form here				
Signature	<table border="1"><tr><td>Signature</td><td></td><td>X</td></tr></table>	Signature		X
Signature		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 **Natasha Duffy-Jones**

Company name **Gordon Dadds LLP**

Address **6 Agar Street**

Post town **London**

County/Region

Postcode

W	C	2	N		4	H	N
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Country

DX **40003 Covent Garden**

Telephone **+44 20 7468 2600**

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 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

MR04 - continuation page
Statement of satisfaction in full or in part of a charge

A3

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged	
	<p><u>CONTINUATION 1</u></p> <p>(g) by way of first fixed charge the Charged Securities,</p> <p>(h) by way of first fixed charge all Securities Rights from time to time accruing to the Charged Securities,</p> <p>(i) by way of first fixed charge all rights which a Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Securities,</p> <p>(j) by way of first fixed charge all Securities (not subject to the charge referred to in paragraph 1(g) above),</p> <p>(k) by way of first fixed charge (A) all Securities Rights from time to time accruing to those Securities and (B) all rights which a Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Securities,</p> <p>(l) by way of first fixed charge all Non-Vesting Domestic A/R and their proceeds now or in future owing to the Company,</p> <p>(m) by way of first fixed charge all Related Rights relating to any Non-Vesting Domestic A/R,</p> <p>(n) by way of first fixed charge all Non-Vesting Export A/R and their proceeds now or in the future owing to the Company,</p> <p>(o) by way of first fixed charge all Related Rights relating to any Non-Vesting Export A/R,</p> <p>(p) by way of first fixed charge all Other Proceeds,</p> <p>(SEE CONTINUATION 2)</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged	
	<p><u>CONTINUATION 2</u></p> <p>(q) by way of first fixed charge the Intellectual Property (if any) specified in Part 4 of schedule 3 of the Security Document,</p> <p>(r) by way of first fixed charge all Intellectual Property (if any) not subject of the charge referred to in paragraph 1(q) above,</p> <p>(s) to the extent that any Assigned Asset is not effectively assigned under the assignments referred to in paragraph 2 below, by way of first fixed charge, such Assigned Asset,</p> <p>(t) by way of first fixed charge (to the extent not otherwise charge or assigned in the Security Document)</p> <p>(i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of a Security Obligor or the use of any of its assets, and</p> <p>(ii) any letter of credit issued in favour of a Security Obligor and all bills of exchange and other negotiable instruments held by it, and</p> <p>(u) by way of first fixed charge all of the goodwill and uncalled capital of each Security Obligor</p> <p>(SEE CONTINUATION 3)</p>	

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A3

Short particulars of the property or undertaking charged

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

Short particulars

CONTINUATION 3

2 The Company by way of security assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

(a) the proceeds of sale of any Specified Real Property,

(b) the proceeds of the sale of any Specified P&M,

(c) the proceeds of the sale of any Charged Securities,

(d) the proceeds of the sale of any Intellectual Property (if any) specified in part 4 of schedule 3 of the Security Document,

(e) the Inventory Insurances, all claims under the Inventory Insurances and the proceeds of the Inventory Insurances,

(f) the P&M Insurances, all claims under the P&M Insurances and the proceeds of the P&M Insurances,

(g) the Real Property Insurances, all claims under the Real Property Insurances and the proceeds of the Real Property Insurances,

(h) the Insurances, all claims under the Insurances and all proceeds of the Insurances, and

(i) Other Receivables (not subject to the assignments referred to in paragraphs 2(a) to 2(h) (inclusive) above)

To the extent that any Assigned Asset described in paragraphs 2(a) to 2(i) (inclusive) above is not assignable, the purported assignment to which that paragraph refers shall operate as an assignment of all present and future rights and claims of each Security Obligor to any proceeds of an Assigned Asset

3 The Company charged and agreed to charge by way of first floating charge all of its present and future

(SEE CONTINUATION SHEET 3)

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A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

CONTINUATION 4

(a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the mortgages, charges and assignments referred to in paragraphs 1 and 2 above or any provision of the Security Document, and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

Additional Notes

The Company shall not do or agree to do any of the following without the prior written consent of the Bank

(a) create or permit to subsist any Security Interest on any Security Assets except a Security Interest which is permitted by the MFA, and/or

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for the sale at full market value of stock in trade in the usual course of trading as conducted by such a Security Obligor at the Commencement Date

MR04**Particulars of a mortgage or charge**

Company Name Biocare Limited
Company Number 01948434

SCHEDULE 1

"A/R" means an account receivable arising under a Contract of Sale and other financial obligation due or owing to an A/R Obligor under a Contract of Sale (including, in each case, any applicable tax or duty payable by the Debtor to an A/R Obligor), and where the context so admits shall include a part of an A/R (but excluding an Excluded A/R),

"A/R Obligors" means together the Company and Brunel,

"ABL Insurances" means Inventory Insurances, P&M Insurances and Real Property Insurances and **"ABL Insurance"** means any policy of insurance falling within any of the definitions of Inventory Insurances, P&M Insurances and Real Property Insurances,

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to the assignments referred to in paragraph 2 above,

"Brunel" means Brunel Healthcare Manufacturing Limited, a company incorporated and registered under the laws of England and Wales with company number 04675588 and having its registered office at William Nadin Way, Swadlincote, Derbyshire DE11 0BB,

"Charged Securities" means the Securities (if any) specified in part 3 of schedule 3 of the Security Document,

"Collateral" means, in relation to any Security Obligor, all property and assets, whether real or personal, tangible or intangible, in which any Security Obligor may, at any time, have any right, title or interest,

"Contract of Sale" means a contract for the supply of goods, or work done, or materials supplied, or hiring, or any other contract recording a commercial trading relationship, which may at any time be entered into between an A/R Obligor and a Debtor,

"Covenants Compliance Letter" means a letter issued by Brunel to the Bank pursuant to condition 10(c) of schedule 1 to the MFA,

"Debtor" means any person, including any body of persons corporate or unincorporated, incurring any payment obligation to an A/R Obligor (whether under a present, future or prospective Contract of Sale or otherwise) and where the context so permits the person having the duty to administer the Debtor's estate upon death or insolvency,

"Excluded A/R" means that A/R that is described as such in clause 7 of the MFA (if any),

"Export A/R" means an A/R created under a Contract of Sale governed by English law, expressed in a Permitted Currency, and evidenced by an invoice addressed to a Debtor outside the United Kingdom,

"Finance Documents" means the MFA, the Other Security Documents, any Covenants Compliance Letter, any landlord's waiver and any other agreement, deed, notice, document or certificate entered into from time to time in connection therewith from time to time or designated by the Bank as being a **"Finance Document"**,

"Financial Records" means, in relation to the Collateral, all of any Security Obligor's rights to

- (a) any ledger, computer data, records, documents, disks, electronic data, or machine-readable material on or by which the financial or other information pertaining to Collateral is recorded or evidenced, and
- (b) any equipment necessary for reading or amending the same.

"Group" means the Parent and its Subsidiaries.

"Insurances" means, save for the ABL Insurances, all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Security Obligor, or in which a Security Obligor from time to time has an interest,

"Intellectual Property" means all present and future Intellectual Property Rights.

"Intellectual Property Rights" means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each Security Obligor.

"Inventory" means all raw materials, work in progress and finished goods, being the stock-in-trade of a Security Obligor,

"Inventory Insurances" means those policies of insurance (if any) specified in part 5 of schedule 3 of the Security Document and any other policies of insurance which may replace those policies of insurance,

"MFA" means the master facilities agreement dated 23 April 2010 and made between the Bank (1), the A/R Obligors (2) Brunel (3) and the Parent (4) pursuant to which the Bank has agreed to make certain accounts receivable facilities and certain asset based lending facilities available to the A/R Obligors,

"Non-Vesting Domestic A/R" means any A/R (other than an Export A/R) purportedly assigned to the Bank pursuant to the MFA but which does not, for any reason, vest absolutely and effectively in the Bank,

"Non-Vesting Export A/R" means any Export A/R purportedly assigned to the Bank pursuant to the MFA but which does not, for any reason, vest absolutely and effectively in the Bank,

"Other Proceeds" means all and any monies paid to a Trust Account which are not the proceeds of A/R,

"Other Receivables" means, save for A/R, all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Security Obligor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing.

"Other Security Documents" means any security agreements for the time being securing (directly or indirectly) or creating a Security Interest over all or any of any Security Obligor's obligations under the Finance Documents and/or all or any obligations (present or future, actual or contingent) of any Security Obligor to the Bank,

"Parent" means Neutrahealth PLC, a company incorporated and registered under the laws of England and Wales with company number 05280247 and having its registered office at 180 Lifford Lane, Kings Norton, Birmingham B30 3NU,

"Permitted Currencies" means the currencies detailed at clause 3(e) of the MFA and **"Permitted Currency"** shall be construed accordingly.

"P&M" means all plant, machinery, other capital equipment (excluding inventory) owned by a Security Obligor from time to time wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto,

"P&M Insurances" means those policies of insurance (if any) specified in part 6 of schedule 3 of the Security Document and any other policies of insurance which may replace those policies of insurance.

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to a Security Obligor, or in which a Security Obligor has an interest at any time, together with

- (a) all buildings and fixtures (including trade fixtures) and fixed P&M at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

"Real Property Insurances" means those policies of insurance (if any) specified in part 7 of schedule 3 of the Security Document and any other policies of insurance which may replace those policies of insurance.

"Related Rights" means, in relation to an A/R

- (a) other than rights relating to ownership of goods, any rights of the A/R Obligor as an unpaid vendor or provider of services under the Contract of Sale giving rise to an A/R,
- (b) the benefit of all insurances,
- (c) all negotiable and non-negotiable instruments, all securities, bond guarantees and indemnities,
- (d) the Financial Records,

"Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Security Document) at any time owned (legally or beneficially) by a Security Obligor, held by a nominee on its behalf or in which a Security Obligor has an interest at any time,

"Securities Rights" means

- (a) all dividends, distributions and other income paid or payable on the relevant Securities or Charged Securities or on any asset referred to in paragraph (b) of this definition,
- (b) all rights, monies or property accruing or offered at any time in relation to such Securities or Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Security Document,

"Security Interest" means any mortgage, charge (whether fixed or floating), standard security, pledge, lien, hypothecation, trust, trust arrangement for the purposes of providing security, assignment, assignment by way of security, tracing or other equitable right, or

- (a) any other agreement or arrangement having the effect of conferring security (including any such interest arising under or in connection with any letter of credit),
- (b) any other security interest of any kind or preferring any obligation of any person, or
- (c) any other guarantee, indemnity, warranty, agreement, or arrangement having the effect of conferring security,

"Security Obligor" means together the A/R Obligors, the Parent and Totally Nounsh Limited (a company incorporated and registered under the laws of England and Wales with company number 05101553 and having its registered office at 180 Lifford Lane, Kings Norton, Birmingham, West

Midlands, B30 3NU),

"Specified P&M" means the P&M (if any) specified in part 2 of schedule 3 of the Security Document.

"Specified Real Property" means the estates and interests in freehold, leasehold and other immovable property (if any) specified in part 1 of schedule 3 of the Security Document, together with

- (a) all buildings and fixtures (including trade fixtures) and fixed P&M at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

"Subsidiary" of a company or corporation means any company or corporation

- (a) which is controlled, directly or indirectly by the first-mentioned company or corporation, or
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or
- (c) which is a subsidiary of another subsidiary of the first mentioned company or corporation,

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body, and

"Trust Account" means any bank account referable to Brunel, mandated in favour of and otherwise controlled by the Bank and/or declared in trust for the Bank and/or blocked and/or the subject of an automatic sweep of credit balances to any account of the Bank, and which, in each case, Brunel has no right, title or interest in or to any balance standing from time to time to the credit thereof