

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 form
LL MR04

FRIDAY



LD5 05/09/2014 #117
COMPANIES HOUSE

1 Company details

Company number 0 4 1 1 7 1 1 1
Company name in full HAPPEN FOSTERCARE LIMITED (the "Chargor")

→ **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

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 01 08 2011 2011 /

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 GROUP DEBENTURE (the "Deed")

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

1 GRANT OF SECURITY

1.1 Nature of security

All Security and dispositions created or made by or pursuant to the Deed are created or made

- a) in favour of the Security Agent;
- b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- c) as continuing security for payment of the Secured Obligations

1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency

[continued on the continuation page]

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

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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

Nicola O'Regan

Please give the address of the person delivering this statement

Building name/number

Linklaters LLP

Street

1 Silk Street

Post town

County/Region

London

Postcode

E C 2 Y 8 H Q

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

Person's interest in the charge

Solicitor for the Chargor

C3

Signature

Please sign the form here

Signature

Signature

X

Linklaters LLP

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 Nicola O'Regan

Company name Linklaters LLP

Address 1 Silk Street

Post town

County/Region London

Postcode E C 2 Y 8 H Q

Country United Kingdom

DX DX 10 Chancery Lane

Telephone +44 (0) 7456 2000

**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

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Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

2 FIXED SECURITY

2.1 Fixed charges

The Chargor 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

(1) The Real Property (if any) specified in part 1 of the schedule hereto (*Details of Security Assets*); and

(11) all other Real Property at 18 January 2010 vested in, or charged to, the Chargor (not charged by clause 4.1(a)(1) of the Deed),

b) by way of first fixed charge:

(1) all other Real Property and all interests in Real Property (not charged by clause 4.1(a) of the Deed);

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

(111) the proceeds of sale of all Real Property,

c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same which do not contain any prohibitions on charging,

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Short particulars

- d)** by way of first fixed charge:
- (1) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) of the Deed); and
 - (11) the benefit of all contracts, licences and warranties relating to the same which do not contain any prohibitions on charging,
- e)** by way of first fixed charge:
- (1) the Charged Securities (if any) referred to in part 2 of the schedule hereto (*Details of Security Assets*); and
 - (11) all other Charged Securities (not charged by clause 4.1(e)(1) of the Deed),
- in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
- f)** by way of first fixed charge.
- (1) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral accounts,
 - (11) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts,
 - (111) all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by clauses 4.1(f)(1) or 4.1(f)(11) of the Deed) and all monies at any time standing to the credit of such accounts,

[continued on the continuation page]

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Short particulars	Please give the short particulars of the property or undertaking charged	
	<p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p> <p>g) by way of first fixed charge (to the extent they are capable of being charged)</p> <p>(1) the Intellectual Property (if any) specified in part 4 of the schedule hereto (<i>Details of Security Assets</i>), and</p> <p>(11) all other Intellectual Property (if any) (not charged by clause 4.1(g)(1) of the Deed)</p> <p>h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (<i>Security assignments</i>) of the Deed provided that they do not require any third party consent and the Chargor has used its reasonable endeavours to procure such consent but such consent has not been granted, by way of first fixed charge such Assigned Asset,</p> <p>1) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed provided that they do not require any third party consent and the Chargor has used its reasonable endeavours to procure such consent but such consent has not been granted),</p> <p>(1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets; and</p> <p>(11) any letter of credit used in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and</p> <p>[continued on the continuation page]</p>	

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Short particulars

j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor

3 FLOATING CHARGE

The Chargor charged and agreed to charge by way of first floating charge all of its present and future:

- a) Assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*), clause 4.2 (*Security assignments*) or any other provision of the Deed; and
- b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.