

# 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**  
You may not use this form  
to register a statement of sa  
in full or in part of a mort  
charge against an LLP Us  
LL MR04

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<b>1</b>	<b>Company details</b>	<b>1</b>	<b>Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company number	0 5 1 2 3 9 6 6		
Company name in full	CMP THERAPEUTICS LIMITED		

<b>2</b>	<b>Charge creation<sup>1</sup></b>	<b>Property acquired</b> If section 859C of the Companies Act 2006 applies, this is the date that the property was acquired
When was the charge created? → Before 06/04/2013 Complete <b>Part A and Part C</b> → On or after 06/04/2013 Complete <b>Part B and Part C</b>		

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

<b>A1</b>	<b>Charge creation date</b>	<b>Property acquired</b> If section 859C of the Companies Act 2006 applies, this is the date that the property was acquired
Please give the date of creation of the charge <sup>2</sup>		
Charge creation date	0 8 1 2 2 0 0 9	

<b>A2</b>	<b>Description of instrument (if any)</b>	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Please give a description of the instrument (if any) by which the charge is created or evidenced		
Instrument description	Debenture dated 8 December 2009 (the "Deed") made by the Borrower in favour of LV L P as lender (the "Lender")	

MR04

Statement of satisfaction in full or in part of a charge

A3

**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>By way of first fixed charge, all its Real Property including all Real Property acquired by it in the future, the Plant and Machinery, the Book Debts, the Intellectual Property Rights, the Assigned Contracts, the Insurance Proceeds, uncalled capital and goodwill, any Authorisation (statutory or otherwise) held in connection with its business or the use of any Charged Property, and the right to recover and receive Compensation</p> <p>By way of first floating charge, all of the Borrower's undertaking and property, assets and rights whatsoever and wheresoever situated both present and future other than those effectively mortgaged, charged or assigned under Clause 4 and Clause 5 of the Deed</p> <p>Negative Pledge</p> <p>The Borrower undertakes that, so long as any part of the Commitment is in force or any amount remains outstanding or payable under the Loan Agreement, it will not, and will procure that none of its Subsidiaries will, without prior consent of the Lender, create, assume or permit to exist any Security Interest upon any of its property or assets (whether now owned or hereafter acquired) other than Security Interests existing prior to the date of the Loan Agreement, those created by the Deed or by operation of law</p> <p>Definitions</p> <p>"Advance" means the principal amount of the borrowing by the Borrower under the Loan Agreement or (as the context requires) the principal amount thereof from time to time outstanding hereunder,</p> <p>"Assigned Contract" means any such contract as the Lender may designate from time to time,</p> <p>"Authorisation" means any authorisation, permission, consent, permit, licence, approval, resolution, licence, warrant or certificate required or desirable in connection with the Charged Property,</p> <p>"Book Debts" means all book and other debts of any nature (whether present, future or contingent) due to the Borrower including, without limitation, trade receivables, royalties, fees and income and all other rights to receive money,</p> <p>"Charged Property" means all the assets of the Borrower which from time to time are, or are expressed to be, or intended to be, the subject of the Security Interests created by the Deed,</p> <p>"Commitment" means the obligation of the Lender to make available the Advance to the Borrower in the amount specified in Clause 2.1 of the Loan Agreement, as such amount may be reduced, terminated or cancelled in accordance with the terms of the Loan Agreement,</p>	

# MR04 - continuation page

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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	<p>"Compensation" means any sum (other than any Insurance Proceeds) payable to the Borrower in respect of the forfeiture, suspension or other abrogation of any part of the rights of the Borrower under the Authorisations,</p> <p>"Fixtures" means the buildings, fixtures and fittings described in (c) of the definition of "Real Property",</p> <p>"Insurances" means (a) all policies and contracts of insurance, effected in respect of or in relation to the assets or business of the Borrower, whether before or after the date of the Deed and (b) all rights and other assets relating to, or derived from, any of the foregoing, including any rights to a return of a premium,</p> <p>"Insurance Proceeds" means all proceeds of Insurances payable to or received by the Borrower (whether by way of claims, return of premia, ex gratia settlements or otherwise)</p> <p>"Intellectual Property Rights" means (a) any know-how, patent, trade mark, service mark, design, brand name, business name or similar right, (b) any copyright or other intellectual property monopoly right, (c) any interest (including by way of licence) in any of the above, and (d) any application for any of the above, in each case whether registered or not</p> <p>"Plant and Machinery" means any plant and machinery owned by the Borrower (or in which the Borrower otherwise has rights or is interested) that is not construed as a "Fixture", including, without limitation, the Plant and any computers, computer software, office equipment and vehicles,</p> <p>"Real Property" means (a) any and all freehold, leasehold and commonhold property (including moveable and immoveable property) in England and Wales (whether registered or unregistered) as may be held by the Borrower (or in which the Borrower is otherwise interested) from time to time, (b) any real property elsewhere in the world as may be held by the Borrower (or in which the Borrower is otherwise interested) to the extent of its interest from time to time, and (c) all buildings, fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and apparatus on the property described in (a), (b) and (c) above, including all rights attaching or relating thereto,</p> <p>"Security Interest" means (a) a mortgage, charge (whether fixed or floating), pledge, lien or any other security interest of any kind, and (b) any arrangement entered into by person (A) the effect of which is to place another person (B) in a position which is similar, in economic terms, to the position in which B would have been had he held a security interest over an asset of A, but this paragraph (b) does not apply to a right of set off or combination of accounts conferred by the standard terms of business of a bank or financial institution, and</p>	

## MR04 - continuation page

Statement of satisfaction in full or in part of a charge

**A3**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

"Subsidiary" means that company (S) is a subsidiary of another company (P) if (a) a majority of the issued shares in S (or a majority of the issued shares in S which carry unlimited rights to capital and income distributions) is directly owned by P or is indirectly attributable to P, or (b) P has direct or indirect control over a majority of the voting rights attaching to the issued shares of S, or (c) P has the direct or indirect power to appoint or remove a majority of the directors of S, or (d) P otherwise has the direct or indirect power to ensure that the affairs of S are conducted in accordance with the wishes of P, and, any company of which S is a subsidiary is a parent company of S

MR04

Statement of satisfaction in full or in part of a charge

**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

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**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☒ 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)

MARK

Surname

ANDREWS

Please give the address of the person delivering this statement

Building name/number

c/o INVENTAGES

Street

158 BUCKINGHAM PALACE ROAD

Post town

LONDON

County/Region

Postcode

S	W	1	W		9	T	R
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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

MR04

Statement of satisfaction in full or in part of a charge



### 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  
COVINGTON & BURLING LLP

Address  
265 STRAND

Post town  
LONDON

County/Region

Postcode  
W C 2 R 1 B H

Country

DX

Telephone  
0207 067 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 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)