

In accordance with  
Section 859L of the  
Companies Act 2006.

# MR04

## Statement of satisfaction in full or in part of a charge



Companies House

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



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29/09/2021

#188

COMPANIES HOUSE

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

WEDNESDAY

## 1 Company details

Company number 07275410  
Company name in full EDEN CARE & SUPPORT GROUP LIMITED

### → 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 05/09/2010

### A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number\* 2

### 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 and guarantee dated 15 September 2010 given by the  
Company in favour of Michael Nichol-Smith (the "Beneficiary") (the  
"Deed")

### Continuation page

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

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|                   |   |   |
|-------------------|---|---|
| <b>A4</b>         |   | <b>Short particulars of the property or undertaking charged</b>                               |
|                   |   | Please give the short particulars of the property or undertaking charged.                     |
| Short particulars | Please see attached Continuation Pages. |   |
|                   |   | <b>Continuation page</b><br>Please use a continuation page if you need to enter more details. |

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

|               |  |   |
|---------------|--|---|
| <b>B1</b>     |  | <b>Charge code</b>  |
|               |  | Please give the charge code. This can be found on the certificate.                    |
| Charge code ● | <div><div><div></div><div></div><div></div><div></div></div><div>-</div><div><div></div><div></div><div></div><div></div></div><div>-</div><div><div></div><div></div><div></div><div></div></div></div> |   |
|               |  | <b>● Charge code</b><br>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

Andrew Dean

Please give the address of the person delivering this statement

Building name/number

Friary House

Street

17a Friary Road

Post town

Newark

County/Region

Nottinghamshire

Postcode

N G 2 4 1 L E

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

DocuSigned by:

A Dean

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X

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## 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 Abigail Swallow

Company name Eversheds Sutherland

(International) LLP

Address 1 Wood Street

Post town London

County/Region London

Postcode EC2V 7WS

Country England

DX 154280 Cheapside 8

Telephone 0207 919 4847

**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](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)**

## MR04 - continuation page

### Statement of satisfaction in full or in part of a charge

**A4**

#### Short particulars of the property or undertaking charged

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

#### Short particulars

As a continuing security for payment of the Secured Liabilities, each Chargor with full title guarantee charges to the Beneficiary all its right, title and interest from time to time in each of the following assets -

- a) by way of first legal mortgage all Land which is described in Schedule 1 (if any) of the Deed and all other Land now vested in such Chargor;
- b) by way of first fixed charge all other Land now vested in such Chargor (to the extent not effectively charged by Clause 3.1.1 of the Deed) and all Land acquired by such Chargor after the date of the Deed;
- c) by way of first fixed charge -
  - (i) the Securities;
  - (ii) the Intellectual Property;
  - (iii) the Monetary Claims;
  - (iv) the Fixed Plant and Equipment;
  - (v) the Loose Plant and Equipment;
  - (vi) the Accounts;
  - (vii) the Insurances;
  - (viii) the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment; and
  - (ix) its present and future goodwill and uncalled capital.

#### Floating Charge

As continuing security for payment of the Secured Liabilities, each Chargor with full title guarantee charges by way of first floating charge the whole of such Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged (whether in law or equity) by way of fixed security by the Deed, including, without limitation, any heritable property of such Chargor situated in Scotland.

#### Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, such chargor shall hold it on trust for the Beneficiary.

#### Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Deed.

#### RESTRICTIONS AND FUTHER ASSURANCE

#### Security

No Chargor shall create or permit to subsist any Security over any Charged Property, nor do anything else prohibited by clause 6 (Negative pledge) of the D Loan Note Instrument.

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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 | <p>RESTRICTIONS AND FUTHER ASSURANCE (continued)</p> <p><b>Disposal</b><br/>No Chargor shall enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub license, transfer or otherwise dispose of any Charged Property except with the prior written consent of the Beneficiary.</p> <p><b>Guarantee and indemnity</b><br/>Each Chargor irrevocably and unconditional jointly and severally -<br/>(a) guarantees to the Beneficiary punctual performance by each other Chargor of all that Chargor's obligations under the Finance Documents;<br/>(b) undertakes with the Beneficiary that, whenever another Chargor does not pay any amount when due or in connection with any Finance Document, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and<br/>(c) agrees with the Beneficiary that, if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Beneficiary immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under Clause 2 of the Deed if the amount claimed had been recoverable on the basis of a guarantee.</p> <p><b>Further assurance</b><br/>Each Chargor shall promptly do whatever the Beneficiary requires to -<br/>(i) perfect or protect the Security created or expressed to be created by the Deed, or its priority, or;<br/>(ii) facilitate the realisation of the Charged Property or the exercise of any rights vested in the Beneficiary or any Receiver, including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Beneficiary or its nominees or otherwise), making any registration and giving any notice, order or direction.</p> <p><b>Definitions</b><br/>"Chargors" means Eden Care &amp; Support Group Limited (previously Pimco 2854 (Topco) Limited) - 07275410, Eden Holdings Financing Limited (previously Pimco 2855 (Debtco) Limited) - 07275831, Eden Supported Housing Limited (previously Pimco 2856 (Propco) Limited) - 07276049, Eden Supported Living Limited (previously Pimco 2857 (Careco) Limited) - 07276039, Jack Smith Properties Limited (previously Eden Supported Housing Limited) - 02936784, Friary House Training Ltd - 03984126 and each a "Chargor";</p> |  |

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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

Definitions (continued)

"Charged Property" means all the property, assets and undertaking of any Chargor which from time to time are, or are expressed to be, the subject of the Security created in favour of the Beneficiary by or pursuant to the Deed;

"D Loan Note Instrument" means the loan note instrument dated on or about the date of the Deed constituting up to £1,890,155 principal amount of 10% fixed rate secured D Loan Notes 2018 of the Parent, as amended from time to time;

"Finance Documents" means the deed, the D Loan Note Instrument and certificates and any documents entered into in support of or pursuant to the same;

"Fixed Plant and Equipment" means all plant, machinery or equipment of each Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building;

"Fixtures" means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures;

"Insurances" means, in relation to each Chargor, any policy of insurance or assurance in which such Chargor has an interest and all claims and rebates of premium under any such policy;

"Intellectual Property" means any of the following in which any Chargor has an interest -

(a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above;

(b) any invention, copyright, design right or performance right;

(c) any trade secrets, know-how and confidential information; and

(d) the benefit of any agreement or licence for the use of any such right;

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|-------------------|--|--|
|                   | Please give the short particulars of the property or undertaking charged.  |  |
| Short particulars | <p>Definitions (continued)</p> <p>"Land" means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including any buildings and Fixtures on land, and the benefit or any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland and in particular -</p> <p>Harfield House, Ashvale Road, Tuxford, Nottinghamshire NG22 0ND (with title number NT307868)</p> <p>156 Blackwell Road, Huthwaite, Sutton-in-Ashfield NG17 2RF (with title number NT73579)</p> <p>Cherry Trees, Main Road, Boughton, Newark NG22 9JE (with title number NT379028)</p> <p>Hill View, Ashvale Road, Tuxford, Newark, Nottinghamshire NG22 0NH (with title number NT309204)</p> <p>"Loose Plant and Equipment" means, in relation to each Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by such Chargor as a capital asset which is not Fixed Plant and Equipment;</p> <p>"Monetary Claims" means, in relation to each Chargor, all book and other debts and monetary claims now or in the future owing to such Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt;</p> <p>"Parent" means Eden Care &amp; Support Group Limited (previously known as Pimco 2854 (Topco) Limited);</p> <p>"Receiver" means any receiver and manager or administrative receiver of the whole or any part of the Charged Property;</p> <p>"Related Rights" means in relation to any Charged Property -</p> <p>(a) the proceeds of sale of any part of that Charged Property;</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property;</p> <p>(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property; and</p> <p>(d) any moneys and proceeds paid or payable in respect of that Charged Property;</p> |  |



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|                   | Please give the short particulars of the property or undertaking charged.   |  |
| Short particulars | <p>Definitions (continued)</p> <p>"Securities" means, in relation to each Chargor, all the right, title and interest of such Chargor, now or in the future, if any -</p> <p>(a) stocks, shares, bonds, debenture, loan stocks, or other securities issued by any person;</p> <p>(b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person; and</p> <p>(c) units or other interests in any unit trust or collective investment scheme; and</p> <p>"Security" means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.</p> |  |