

MG03s

Statement of satisfaction in full or in part of a floating charge for a company registered in Scotland



☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a floating charge for a
company registered in Scotland.

☐ **What this form is NOT for**
You cannot use this form to register
a memorandum of satisfaction
where part or the whole of the
property has a) been
the floating charge
to form a part of the
this, please use for

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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COMPANIES HOUSE

1 Company details

Company number S C 2 0 0 2 5 1

Company name in full COMBINED HEALTHCARE LIMITED

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created d 2 d 5 m 0 m 3 y 2 y 0 y 1 y 1

Description ① GUARANTEE AND DEBENTURE

Date of registration ② d 0 d 6 m 0 m 4 y 2 y 0 y 1 y 1

① You should give a description of
the instrument (if any) creating or
evidencing the charge, e.g. 'Floating
Charge'.

② The date of registration may be
confirmed from the certificate.

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders.

Name LLOYDS TSB BANK PLC

Address 25 GRESHAM STREET

LONDON

Postcode E C 2 V 7 H N

Name

Address

Postcode

Name

Address

Postcode

Continuation page

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

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

SEE APPENDIX 1

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid ①

☒ In full.

☐ In part.

① Please tick one box only.

6

Floating charge ②

I, being the creditor or person authorised to act on behalf of the creditor, am entitled to the benefits of the floating charge and verify that the particulars above relating to the charge and its satisfaction are correct.

② Where a floating charge is being satisfied, the following statement MUST be completed. If the statement cannot be readily obtained, a direction from the court is required to be submitted with this form.

Signature ③

Signature

X



X

③ This must be signed by a creditor or person authorised to act on behalf of the creditor.

7

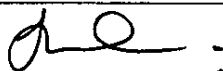
Signature

Please sign the form here.

Signature

Signature

X



in favour of Speechly Bircham LLP

X

This form must be signed by a person with an interest in the registration of the charge.

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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	DAVID ROTHERA
Company name	SPEECHLY BIRCHAM LLP
Address	6 NEW STREET SQUARE
Post town	LONDON
County/Region	
Postcode	E C 4 A 3 L X
Country	
DX	54 CHANCERY LANE
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.
- ☐ You have completed the charge details in Section 2.
- ☐ You have completed the name of the chargee, or trustee for the debenture holders.
- ☐ You have completed the short particulars of the property charged.
- ☐ You have confirmed whether the charge is to be satisfied in full or in part.
- ☐ The creditor or a person authorised to act on behalf of the creditor has signed the form in Section 6 (if applicable).
- ☐ You have signed the form in Section 7.



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

APPENDIX 1

Creation of Security (Clause 3 of the Debenture)

1. **Assignments:** The Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies.
2. **Fixed Security:** The Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent:
 - (a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Debenture, in each case as described in schedule 2 of the Debenture;
 - (b) by way of legal mortgage, all other Land in England and Wales now vested in it and not registered at the Land Registry;
 - (c) by way of fixed charge:
 - (i) all other Land which is now, or in the future becomes, its property;
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it;
 - (iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this clause 2;
 - (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (v) all Specified Investments now held or beneficially owned by it, including all proceeds of sale derived from them;
 - (vi) all Specified Investments in which the Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
 - (vii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
 - (viii) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;

- (ix) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture;
- (x) all its goodwill and uncalled capital for the time being;
- (xi) all Specified Intellectual Property belonging to it;
- (xii) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiv) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xv) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xi) to (xiv) inclusive;
- (xvii) all trade debts now or in the future owing to it;
- (xviii) all debts owing to it as described in schedule 7 of the Debenture;
- (xix) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under clause 3.1 of the Debenture;
- (xxi) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account;

- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under clause 2 of the Debenture; and
- (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

3. **Creation of floating charge:** The Company, with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of clause 3.1 of the Debenture or charged by any fixed charge contained in clause 3.2 of the Debenture, including any Assets comprised within a charge which is reconverted under clause 4.4 of the Debenture; and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the Company shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in clause 7 of the Debenture with respect to any such Asset, and the Company shall not without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Facility Agreement).

Definitions

Account Bank means such bank as the Security Agent may from time to time specify.

Assets means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them.

Collection Account means in relation to a Chargor, its account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6.1 of the Debenture.

Derivative Rights includes:

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments; and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments.

Facility Agreements means the facility agreements entered into between any member of the Group and any of the Lenders from time to time.

Fixed Security Asset means an Asset for the time being comprised within an assignment created by clause 3.1 of the Debenture or within a mortgage or fixed charge created by clause 3.2 of the Debenture or arising on crystallisation of a floating charge whether under clause 4 of the Debenture or otherwise.

Insurance Policy means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time.

Intellectual Property means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

Investments means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

Land means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

Nominee means any custodian and/or nominee for the Security Agent and also includes any additional or substitute custodian or nominee which the Security Agent may designate from time to time and any agent or sub custodian acting for the Security Agent or any such custodian and/or nominee.

Receivables in relation to a Chargor, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in clause 3.2 of the Debenture.

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.

Specified Intellectual Property means the Intellectual Property listed in schedule 5 of the Debenture.

Specified Investments means, in relation to a Chargor, all Investments which at any time:

- (a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its Nominee or to its order; or
- (c) that Charger has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its Nominee.

4. Creation of floating charge

(Clause 3.3 of Debenture)

The Company shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 of the Debenture with respect to any such Asset, and the Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Facility Agreement)

5. Priority

(Clause 3.5 of the Debenture)

- (a) Any fixed Security created by the Company and subsisting in favour of the Security Agent shall (save as the Security Agent may otherwise declare at or after the time of its creation) have priority over the floating charge created by clause 3.3 of the Debenture.
- (b) Any Security created after the date of the Debenture in the future by the Company (except in favour of the Security Agent) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.