

MR04

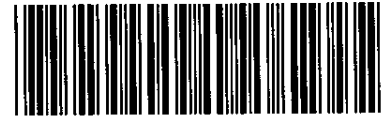
Statement of satisfaction in full or in part of a charge

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 satisfac
in full or in part of a mortgage o
charge against an LLP. Use fo
LL MR04.

MONDAY



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A08

25/11/2019

#185

COMPANIES HOUSE

1 Company details

Company number 0 3 8 2 7 6 2 7

Company name in full EGX GROUP LIMITED

→ **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

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 ^d0 ^d1 ^m0 ^m2 ^y2 ^y0 ^y1 ^y2

A2 Charge number

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

Charge number* 4

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 (the "Deed")

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

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged.	
Short particulars	Please see continuation sheets.	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	<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>	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	EGX Group Limited	
	Please give the address of the person delivering this statement	
Building name/number	107	
Street	Station Street	
Post town	Burton-On-Trent	
County/Region	Staffordshire	
Postcode	D E 1 4 1 S Z	
	Please give the person's interest in the charge (e.g. chargor/chargee etc).	
Person's interest in the charge	Chargor	

C3

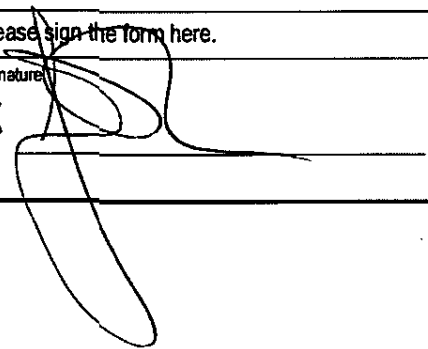
Signature

Please sign the form here.

Signature

Signature

X



Director

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 Emily Nicholl

Company name Dickson Minto W.S

Address 16 Charlotte Square

Edinburgh

Post town

County/Region

Postcode E H 2 4 D F

Country

DX 199

Telephone +44 (0) 131 225 4455

 **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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Short particulars

FIXED SECURITY

Fixed charges

Pursuant to clause 4.1 (*Fixed charges*) of the Deed, 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 all Real Property (if any) at the date of the Deed vested in, or charged to, the Chargor,
- (b) by way of first fixed charge
 - (i) all other Real Property and all interests in Real Property (not charged by clause 4.1 (a) (*Fixed charges*) of the Deed,
 - (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,
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b) (*Fixed charges*) of the Deed) and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) (*Fixed charges*) of the Deed), and

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Short particulars of the property or undertaking charged

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

Short particulars

(ii) the benefit of all contracts,
licences and warranties relating to
the same,

other than any which are for the time being
part of the Chargor's stock-in-trade or
work-in-progress),

(e) by way of first fixed charge

(i) the Charged Securities referred to in
part 1 of schedule 2 (Details of
Security Assets) of the Deed;

(ii) any Charged Securities held by the
Parent in the Original Client
following (the transaction described
at paragraph (b) of the definition of
Permitted Transaction, and

(iii) all other Charged Securities (not
charged by clause 4 1(e)(i) and (n)
(Fixed charges) of the Deed),

in each case, together with (A) all
Securities 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;

(a) by way of first fixed charge all accounts of
the Chargor with any bank, financial
institution or other person at any time and
all monies at any time standing to the
credit of such accounts, 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,

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged.
	<p>(b) by way of first fixed charge all Intellectual Property,</p> <p>(c) by way of first fixed charge all Non-Vesting Domestic Debts and their proceeds,</p> <p>(d) by way of first fixed charge all Related Rights relating to any Non-Vesting Domestic Debts,</p> <p>(e) by way of first fixed charge all Non-Vesting Export Debts and their proceeds;</p> <p>(f) by way of first fixed charge all Related Rights relating to any Non-Vesting Export Debts,</p> <p>(g) by way of first fixed charge the Receivables Purchaser Debt,</p> <p>(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (Security assignments) of the Deed, by way of first fixed charge such Assigned Asset;</p> <p>(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)</p> <p>(i) 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>(ii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and</p> <p>(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor</p>

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Short particulars

Security assignments

Pursuant to clause 4.2 (*Security assignments*) of the Deed

- (a) the Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to all Insurances and all claims under the Insurances and all proceeds of the Insurances;
- (b) to the extent that any Assigned Asset described in clause 4.2(a) (*Security assignments*) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances,
- (c) the Parent assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to the Acquisition Documents, all rights and remedies in connection with the Acquisitions Documents and all proceeds and claims arising from them, and
- (d) the Parent assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to the Alternative Acquisition Documents, all rights and remedies in connection with the Alternative Acquisition Documents and all proceeds and claims arising from them.

Assigned Assets

The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed.

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Short particulars of the property or undertaking charged

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

Short particulars

FLOATING CHARGE

Pursuant to clause 5 (*Floating charge*) of the Deed, 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 fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*) of the Deed, clause 4.2 (*Security assignments*) of the Deed 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.

DEFINITIONS

In the Deed

- (a) terms defined in, or construed for the purposes of, the Receivables Financing Facility (as defined below) have the same meanings when used in the Deed (unless the same are otherwise defined in the Deed), and
- (b) at all times the following terms have the following meanings

"Acquisition Documents" means the Acquisition Agreement and the Warranty Deed,

"Act" means the Law of Property Act 1925;

"Alternative Acquisition Documents" means the Alternative Acquisition Agreement, the Alternative Disclosure Letter and the Alternative Warranty Deed (as each such term is defined in the Receivables Financing Facility), and any other document designated as an Alternative Acquisition Document by the Receivables Purchaser and the Parent,

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Short particulars

"**Assigned Assets**" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security Assignment*) of the Deed,

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"**Charged Investments**" means the Charged Securities and all present and future Securities Rights accruing to all or any of the Charged Securities;

"**Charged Securities**" means

(a) the securities specified in part 1 of schedule 2 (*Details of Security Assets*) of the Deed, and

(b) all other 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 Deed) now or in future owned (legally or beneficially) by the Chargor, held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time,

"**Client**" means the Original Client or any Additional Client,

"**Debt**" has the meaning given to that term in the Receivables Financing Facility,

"**Finance Documents**" has the meaning given to that term in the Receivables Financing Facility,

"**Group**" means the Parent and its Subsidiaries,

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Short particulars

"**Insurances**" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargor or in which the Chargor from time to time has an interest (but excluding any policy in respect of third party liability, public liability or directors and officers insurance),

"**Intellectual Property**" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to

(a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and

(b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in schedule 2 (Details of Security Assets) of the Deed),

"**Non-Vesting Domestic Debts**" means any Debt (other than an Export Debt) purportedly assigned to the Receivables Purchaser pursuant to the Receivables Financing Facility but which does not, for any reason, vest absolutely and effectively in the Receivables Purchaser,

"**Non-Vesting Export Debts**" means any Export Debt purportedly assigned to the Receivables Purchaser pursuant to the Receivables Financing Facility but which does not, for any reason, vest absolutely and effectively in the Receivables Purchaser,

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"Original Client" means Healthcare at Home Ltd, a company incorporated in England & Wales and registered with the number 02759609,

"Parent" means Halcyon Acquisitions Limited, a company incorporated in England & Wales and registered with the number 07672828,

"Permitted Transaction" has the meaning given to that term in the Receivables Financing Facility,

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

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

"Receivables Financing Facility" means the receivables finance facilities agreement dated 26 January 2012 (as amended from time to time) and made between (1) Halcyon Acquisitions Limited as the Parent, (2) RBS Invoice Finance Limited and HSBC Invoice Finance (UK) Limited as the Arrangers (3) RBS Invoice Finance Limited as the Receivables Purchaser (4) HSBC Invoice Finance (UK) Limited as the Original Participant (5) HSBC Bank pic as the Original Hedge Counterparty and (6) RBS Invoice Finance Limited as Security Agent,

"Receivables Purchaser" means RBS Invoice Finance Limited as the receivables purchaser under the Receivables Financing Facility, or such other person who may be appointed as receivables purchaser under and in accordance with the terms of the Receivables Financing Facility,

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"**Receivables Purchaser Debt**" means all and any sums due from the Receivables Purchaser to the Chargor which is a Client under the Receivables Financing Facility, pursuant to the terms of the Receivables Financing Facility, on or after the Declared Date,

"**Receiver**" means a receiver, receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under the Deed,

"**Related Rights**" has the meaning given to that term in the Receivables Financing Facility;

"**Secured Party**" has the meaning given to that term in the Receivables Financing Facility, and "**Secured Parties**" shall be construed accordingly,

"**Securities Rights**" means, in relation to any Charged Security

(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and

(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"**Security**" means any mortgage, charge, trust, option, security assignment, assignation of security, pledge, hypothecation, lien, retention of title, set-off right, tracing right or any other security interest in favour of any person

"**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 Deed,

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"**Subsidiary**" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 but for the purposes of section 1162(2) of the Companies Act 2006 a company shall be treated as a member of another company even if its shares in that other company are registered in the name of (i) another person (or its nominee), whether by way of security or in connection with the taking of security or (ii) its nominee,

"**Termination Event**" has the meaning given to that term in the Receivables Financing Facility,

"**Transaction Security Document**" has the meaning given to that term in the Receivables Financing Facility, and

"**Warranty Deed**" means the warranty deed dated on or about the date of the Acquisition Agreement given by Michael Gordon, Jennifer Ruth Poole and Graham White in connection with the Acquisition Agreement.