

MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **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

☐ **What this form is NOT for**
You cannot use this form to register a
statement of satisfaction in full or in
part of a fixed charge mortgage on
company registered in the Companies House
do this, please use form MG01

WEDNESDAY



A1ED32GQ
A15 01/08/2012 #120
COMPANIES HOUSE

1	Company details	25 For official use
Company number	0 3 8 5 6 0 1 5	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	European Care & Lifestyles (UK) Limited	

2	Creation of charge	1 You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' 2 The date of registration may be confirmed from the certificate
Date charge created	0 8 0 3 2 0 1 1	
Description 1	Guarantee and Debenture	
Date of registration 2	0 1 9 0 3 2 0 1 1	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
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		

MG02

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4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

Please see attached Appendix.

5

Satisfaction of the debt

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

☒ In full

☐ In part

Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X



for and on behalf of Speechly Bircham

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

London

Post town

County/Region

Postcode

E C 4 A 3 L X

Country

DX

DX 54 Chancery Lane

Telephone

020 7427 6400



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 and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ 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

APPENDIX

Box 4

Short Particulars - Guarantee & Debenture - 8 March 2011

In this Section 4 references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Joint Finance Document) include reference to the Debenture, or to such other document as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 4.

The Continuation Pages to this Section 4 refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets as follows

Particulars of property mortgaged or charged

- 1 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned 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 The Charging Company, with full title guarantee as security for the payment or discharge of all Secured Sums, charged to the Security Agent
 - (a) [intentionally left blank]
 - (b) by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date and not registered at the Land Registry,
 - (c) by way of fixed charge
 - (i) all other Land which at the Debenture Date or in the future becomes, its property,
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it,
 - (iii) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3.2,
 - (iv) all rental and other income and all debts and claims at the Debenture Date 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 which are at the Debenture Date held or beneficially owned by it, including all proceeds of sale derived from them,
- (vi) all Specified Investments in which that the Charging 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 at the Debenture Date or in the future accruing or offered in respect of its Specified Investments,
- (viii) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments,
- (ix) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date 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 this Debenture,
- (x) all its goodwill and uncalled capital for the time being,
- (xi) [intentionally left blank],
- (xii) all 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 at the Debenture Date 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 at the Debenture Date 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 3 2(c)(xi) to (xiv) inclusive of this Clause,
- (xvii) all trade debts at the Debenture Date or in the future owing to it,
- (xviii) [intentionally left blank],

(xix) all other debts at the Debenture Date 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 (Assignments),

(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 at the Debenture Date or in the future,

(xxiii) all rights, money or property accruing or payable to it at the Debenture Date 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 the foregoing provisions of Clause 3.2, 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 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent 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 (Assignments) or charged by any fixed charge contained in Clause 3.2 (Fixed security), including any Assets comprised within a charge which is reconverted under Clause 4.4 (Reconversion), 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 Charging 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 (Negative pledge and other restrictions) with respect to any such Asset, and the Charging 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)

Covenants and Restrictions contained in the Debenture

1 By Clause 6 1 (Collection Account), the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent in a notice substantially in the form set out in Schedule 4 (Collection of Receivables) The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent

2 By Clause 6 3 (No Derogation), the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery other than in relation to the commutation of Receivables with its customers in the ordinary course of business

3 By Clause 7 (Negative Pledge and other restrictions) the Charging Company agreed that it would not, without the prior written consent of the Security Agent (except under the Debenture or as permitted under any Facility Agreements to which it was a party at the Debenture Date)

(a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or

(b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so provided that before the Security constituted by the Debenture becomes enforceable the Charging Company may make withdrawals from the Collection Accounts unless prohibited under any Facility Agreement

4 By Clause 11 2 (Negative covenants) the Charging Company agreed that without the prior written consent of the Security Agent it would not

(a) save in the ordinary course of business, carry out any building work on its Land or make any structural alteration to any building on its Land or apply for any planning consent for the development or change of use of its Land, or at any time sever, remove or dispose of any fixture on it if any such action would be reasonably likely to materially adversely affect the value of such Land,

(b) enter into onerous or restrictive obligations affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to adversely affect its value or the value of the Security constituted by the Debenture over it,

(c) exercise any power of leasing in relation to its Land, or accept surrenders of leases of its Land, or agree to do so,

(d) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it

would be reasonably likely to materially adversely affect its value or the value of the Security constituted by the Debenture,

(e) make any election to waive the exemption under paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in its capacity as landlord of any such Land,

(f) part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it) or except as expressly permitted by the terms of any Facility Agreement to which it is a party, or

(g) share the occupation of its Land with any other person or agree to do so

5 Clause 12 2 (Negative covenants) the Charging Company agreed that it shall not, without the prior written consent of the Security Agent (other than as expressly permitted by the terms of any Facility Agreement to which it is a party)

(a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so, or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights,

(b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever,

(c) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered, or

(d) amend the specification or drawings referred to in any granted patents

By Clause 134 (Negative covenants) the Charging Company agreed with the Security Agent that it would not, without the prior written consent of the Security Agent consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied

Definitions

In this Form MG01 the following expressions shall have the meanings respectively set out below

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

"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them,

"Beneficiary" means the Security Agent and each Lender,

"Chargor" means each company named below and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor

European Care & Lifestyles (UK) Limited (03856015), European Lifestyles Group Limited (04870157), European Lifestyles Limited (04954960), Esquire Realty Group Limited (Guernsey registered number 43568), Esquire Realty Holdings Limited (Guernsey registered number 45422), European Care & Lifestyles Group Limited (1016177), Esquire Consolidated Group Limited (Guernsey registered number 45707),

"Collection Account" means the Charging Company's account with an Account Bank into which the Charging Company is required by the Security Agent to pay its Receivables pursuant to Clause 6.1 of the Debenture,

"Control" means in relation to a company

(a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to

(i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the company,

(ii) appoint or remove all, or the majority, of the directors or other equivalent officers of the company, or

(iii) give directions with respect to the operating and financial policies of the company with which the directors or other equivalent officers of the company are obliged to comply, or

(b) the holding beneficially of more than 50% of the issued share capital of the company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital),

"Debenture Date" means 8 March 2011,

"Deed of Accession and Charge" means a Deed of Accession and Charge substantially in the form of Schedule 3 (Form of Deed of Accession and Charge for a New Chargor) 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 substitution for any Investments,

"Facility Agreements" means the facilities agreements entered into between any member of the Group and any of the Lenders from time to time,

"Finance Parties" means the Security Agent and the Lenders,

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 1 (Assignment) of the Debenture or within a mortgage or fixed charge created by Clause 3 2 (Fixed security) of the Debenture or arising on crystallisation of a floating charge whether under Clause 4 (Crystallisation) of the Debenture or otherwise,

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3 3 (Creation of a Floating Charge) of the Debenture but, in relation to Assets situated in Scotland and charged by clause 3 3(b) of the Debenture only in so far as concerns the floating charge over that Asset,

"Group" means Esquire Consolidated Group Limited, a company incorporated in Guernsey with registered number 45707 and its Subsidiaries for the time being,

"Guernsey Security Documents" means the following Guernsey law security interest agreements entered or to be entered into by the relevant Chargor in favour of the Security Agent on 8 March 2011

(a) security interest agreement between Esquire Consolidated Group Limited and the Security Agent in respect of shares in Esquire Realty Holdings Limited,

(b) security interest agreement between Esquire Realty Holdings Limited and the Security Agent in respect of shares in Esquire Realty Group Limited,

(c) security interest agreements between Esquire Realty Group Limited and the Security Agent in respect of shares in Esquire Realty Healthcare Limited, Esquire Realty (Trelana) Limited, Esquire Realty (III) Limited and Esquire Realty (II) Limited,

(d) security interest agreement between Esquire Consolidated Group Limited and the Security Agent in respect of the Chargor's Guernsey bank accounts,

(e) security interest agreement between Esquire Realty Holdings Limited and the Security Agent in respect of the Chargors Guernsey bank accounts,

(f) security interest agreement between Esquire Realty Group Limited and the Security Agent in respect of the Chargor's Guernsey bank accounts,

(g) security interest agreement between Esquire Realty Holdings Limited and the Security Agent in respect of receivables, and

(h) security interest agreement between Esquire Realty Group Limited and the Security Agent in respect of receivables,

"Indebtedness" means all present and future obligations and liabilities for the payment or repayment of money in any currency (whether actual or contingent and whether owed jointly or severally, whether incurred as Principal or surety or in any other capacity whatsoever) including principal interest, commission fees and other charges, together with all costs, charges and expenses reasonably incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Joint Finance Document,

"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,

"Intellectual Property Rights" means all and any of the Charging Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets charged by it pursuant to Clause 3 2 (Fixed security) (c) (xii) to (xvii) inclusive of the Debenture,

"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,

"Joint Finance Document" means the Debenture, the Trust Deed, the Loss Sharing, Indemnity and Funding Agreement, the Guernsey Security Documents and any other document designated as such by the Security Agent and any Chargor,

"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),

"Lenders" means Abbey National Treasury Services Plc, AIB Group (UK) plc, Lloyds TSB Bank Plc, Bank of Ireland (UK) PLC and The Governor and Company of the Bank of Ireland,

"Loss Sharing, Indemnity and Funding Agreement" means the loss sharing, indemnity and funding agreement dated 8 March 2011 between, among others, the Lenders and the Chargers,

"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,

"Principal" means a Chargor or any member of the Group from which Indebtedness is due or owing to a Beneficiary, except as a Guarantor,

"Receivables" means all the Charging Company's sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3 2 (Fixed security) of the Debenture,

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Securities,

"Secured Sums" means all Indebtedness covenanted and/or guaranteed to be paid or discharged by the Chargors to the Security Agent under Clause 2 1 (Covenant to pay) 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,

"Security Agent" means Lloyds TSB Bank plc acting as security agent and trustee for the Lenders and includes any successor appointed by the Lenders pursuant to the Trust Deed,

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time

(a) represent a holding in a Subsidiary of such Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "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) the Charging Company has deposited certificates 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,

save for in respect of Esquire Realty Holdings Limited where for the purposes of this Debenture Specified Investments does not include the Investments held in Esquire Pearl Realty Limited and in respect of the English Holdco Chargors (as defined in Schedule 1 of the Debenture) where for the purposes of this Debenture Specified Investments does not include the Investments held by any English Holdco Chargor in any of its Subsidiaries,

"Subsidiary" means an entity of which a person(a)has direct or indirect Control, or

(b) owns directly or indirectly more than fifty per cent (50%) of the share capital or similar right of ownership, or

(c) is entitled to receive more than fifty per cent (50%) of the dividends or distributions,

and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time and disregarding, for the purpose of this definition, the fact that any shares in that entity may be held by way of security, that the beneficiary of the security (or its nominee) may be registered as a member of the relevant undertaking and/or that such beneficiary of the security (or its nominee) may be entitled to exercise voting powers and rights with respect to those charged shares,

"Trust Deed" means security trust deed dated 8 March 2011 between, among others, the Lenders, the Security Agent and the Chargors