

MR05

Statement that part or the whole of the property
charged (a) has been released from the charge
(b) no longer forms part of the company's property



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 that part or the
whole of the property charged
has either (a) been released from
the charge or (b) no longer forms
part of the company's property

☐ **What this form is NOT for**
You may not use this form to
register this statement against
LLP Use form LL MR05

THURSDAY



A37

A32M3NKJ

27/02/2014

#3

COMPANIES HOUSE

1

Company details

Company number

Company name in full

3

→ **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 ①

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**

① Property acquired

If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1

Charge creation date

Please give the date of creation of the charge ②

Charge creation date

② Property acquired

If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description

Continuation page

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

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property

A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

SEE CONTINUATION SHEET

Continuation page

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

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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

				-					-				
--	--	--	--	---	--	--	--	--	---	--	--	--	--

① Charge code

This is the unique reference code allocated by the registrar

Part C To be completed for all charges

C1

Cease or release

Please tell us about the property or undertaking

Part of the property or undertaking charged

☒ has been released from the charge

☐ no longer forms part of the company's property or undertaking

☐ has been released from the charge and no longer forms part of the company's property or undertaking

→ Go to **Section C2**

or

All of the property or undertaking charged

☐ has been released from the charge

☐ no longer forms part of the company's property or undertaking

☐ has been released from the charge and no longer forms part of the company's property or undertaking

→ Go to **Section C3**

C2

Description of assets or property ①

Please give a brief description of assets or property released from the charge and/or a brief description of any property which has ceased to form part of the company's property or undertaking

Description of assets or property

Lloyds Bank PLC (the "Lender") absolutely, irrevocably and unconditionally

(a) releases the Security created by Trimega Laboratories Limited (the "Company") over the Assets (as defined in a businesss sale agreement entered into between the Company and Ingemino Testing Services Limited on or around 31 January 2014) (the "Released Assets") by or pursuant to the debenture dated 7 September 2012 between the Company and the Lender, and

(b) reassigns to the Company absolutely the Released Assets (if any) assigned to the Lender by or pursuant to the Security Agreement

① This section must be completed where part of the property or undertaking has been released from the charge or no longer forms part of the company's property or undertaking

Continuation page

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

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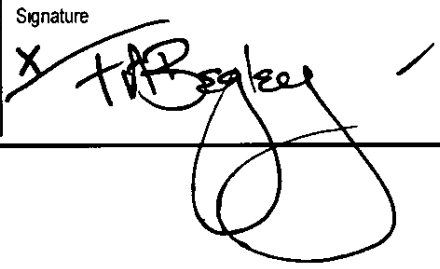
C3

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)	FIONA	
Surname	BEGLEY	
	Please give the address of the person delivering this statement	
Building name/number	55	
Street	COLMORE ROW	
Post town	BIRMINGHAM	
County/Region	WEST MIDLANDS	
Postcode	B 3 2 A S	
	Please give the person's interest in the charge (e.g. chargor/chargee etc)	
Person's interest in the charge	DIRECTOR OF TRIMEGA LABORATORIES LIMITED	

C4

Signature

	Please sign the form here	
Signature	Signature 	

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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 Victoria Hirst (Ref 2096388)

Company name
Wragge & Co LLP

Address 3 Waterhouse Square

142 Holborn

Post town London

County/Region

Postcode E C I N 2 S W

Country United Kingdom

DX DX 155790 BLOOMSBURY 8

Telephone 08709031000



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 a description of assets or property released from the charge (if appropriate)
☐ You have given the details of the person delivering this statement in Section C3
☐ 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

MR05 - 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

Charges

- 1 The Company with full title guarantee hereby charges with the payment of the Secured Obligations and so that the charges hereby created shall be a continuing security

First The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule (and, where any such property is leasehold, any present or future right or interest conferred upon the Company in relation thereto by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant thereto) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) of the Company in or over land of whatever description both present and future

Secondly All the right, title and interest of the Company in all fixed plant and machinery on any freehold or leasehold property forming part of the Charged Property from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire, instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments

Thirdly All book debts (including without limitation any book debts which are Non-Vesting Debts) both present and future due or owing to the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) the Related Rights, negotiable or non-negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights

Fourthly All other debts (including without limitation any other debts which are Non-Vesting Debts), claims, rights and choses in action both present and future of the Company or in which the Company is legally, beneficially or otherwise Interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing)

- (a) deposits and credit balances held by the Company with the Bank or any third party from time to time both present and future (including choses in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof),

- (b) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof),
- (c) without prejudice to paragraph (d) below, any amounts owing or which may become owing to the Company under any building, construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),
- (d) without prejudice to paragraph (e) below, all rights (and the proceeds of such rights) present or future, actual or contingent, arising under or in connection with any contract whatsoever in which the Company has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance),
- (e) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings, and
- (f) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are Thirdly described in this sub-clause

Fifthly Where the Company for the time being carries on any business comprising or relating to the provision of credit (as defined by Section 9 of the Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods

the full benefit of and all rights under the Credit Agreements, including all money payable under or in respect of the Credit Agreements,

- (a) the full benefit of and all rights under the Hiring Agreements, including all money payable under or in respect of the Hiring Agreements,
- (b) the full benefit of and all rights relating to the Instalment Credit Agreements including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees,
- (c) the Company's present and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Company, and
- (d) the full benefit of the Company's rights and Interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto

Sixthly

the Charged Securities,

- (a) all rights in respect of or incidental to the Charged Securities, and
- (b) the interests in Securities

Seventhly The Intellectual Property Rights

Eighthly The goodwill and the uncalled capital of the Company both present and future

Ninthly All other plant and machinery, fittings and equipment (not in any such case being the Company's stock-in-trade or work in progress) now or at any time hereafter belonging to the Company or in which the Company is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Company

Tenthly All the rights, interests and benefits of the Company under any present or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Company is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments

Eleventhly The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly, and Tenthly described (if and insofar as the charges thereon or on any part or parts thereof herein contained shall for any reason be ineffective as fixed charges)