

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **1996-12-11**
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(HTML Version on secdatabase.com)

SUBJECT COMPANY

SELF CARE INC

CIK: **915901** | IRS No.: **043164127** | State of Incorp.: **DE** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: **005-46843** | Film No.: **96679125**
SIC: **3826** Laboratory analytical instruments

Business Address
200 PROSPECT STREET
WALTHAM MA 02154-3457

EASTCOURT LTD

CIK: **1022365** | IRS No.: **000000000**
Type: **SC 13D/A**

Mailing Address
CHICHESTER HOUSE
278 282 HIGH HOLBORN
LONDON UK WC1V 7HA

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CHICHESTER HOUSE
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011441718381002

FILED BY

EASTCOURT LTD

CIK: **1022365** | IRS No.: **000000000**
Type: **SC 13D/A**

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)*Selfcare, Inc.
(Name of Issuer)Common Stock, \$.001 par value per share
(Title of Class of Securities)00081631R1
(CUSIP Number)Ronan O'Caoimh
Trinity Biotech plc
3 Rock Road
Sandyford Industrial Estate
Dublin 18, Ireland
(011) 353 1 2955111(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)November 1, 1996
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b) (3) or (4), check the following box.

Check the following box if a fee is being paid with the statement. / /
(A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class.) (See Rule 13d-7).

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's

initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following page(s))
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CUSIP NO. 00081631R1 13D Page 2 of 6 Pages

1. NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Eastcourt Limited

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF GROUP
(a) /x/
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

AF

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e) / /

6. CITIZENSHIP OR PLACE OF ORGANIZATION

England

7. SOLE VOTING POWER

NUMBER OF	0 shares
SHARES	-----
BENEFICIALLY	8. SHARED VOTING POWER
OWNED BY	389,311 shares
EACH	-----

REPORTING
PERSON

9. SOLE DISPOSITIVE POWER

0 shares

WITH

10. SHARED DISPOSITIVE POWER

389,311 shares

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

389,311 shares

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

6.6%

14. TYPE OF REPORTING PERSON

CO

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This Amendment No. 1 to Schedule 13D filed by Eastcourt Limited ("Eastcourt") relates to the shares ("Shares") of Common Stock, par value \$0.001 per share (the "Common Stock"), of Selfcare, Inc., a Delaware corporation (the "Company") and is being filed pursuant to Rule 13d-2 under the Securities Exchange Act of 1934.

Item 2. Identity and Background

Item 2 is hereby supplemented as follows:

On November 1, 1996, Trinity Biotech plc ("Trinity"), Flambelle Limited ("Flambelle") and Enviromed plc ("Enviromed") consummated an agreement dated October 31, 1996 (the "Eastcourt Agreement") whereby Flambelle purchased the 50% ownership stake in Eastcourt owned by Enviromed and Flambelle thereby became the owner of 100% of the capital stock of Eastcourt. Enviromed retains no control with respect to Eastcourt. Attached as Schedule A is a table setting forth the name, business address, present principal occupation and employer and

citizenship of each person who is an officer or director of Eastcourt.

Item 5. Interest in Securities of the issuer

Item 5 is hereby supplemented as follows:

Based on the Company's Quarterly Report on Form 10-QSB for the three month period ending September 30, 1996, Eastcourt's beneficial ownership of 389,311 Shares represents approximately 6.6% of the outstanding Shares of the Company. Pursuant to the Eastcourt Agreement, Flambelle purchased the shares of Eastcourt held by Environmed. Accordingly, the Eastcourt Agreement eliminated the right of Enviromed to appoint a director of Eastcourt and certain voting rights of Enviromed with respect to the Flambelle Selfcare Shares. Therefore, Enviromed may no longer be deemed to share the power to vote and dispose of the Eastcourt Selfcare Shares and the Flambelle Selfcare Shares with Flambelle, Eastcourt and Trinity.

The Eastcourt Agreement eliminated certain reciprocal options ("Options") granted by Flambelle and Enviromed with respect to the shares of Eastcourt, and Enviromed therefore no longer has the right to share with Eastcourt, Trinity and Flambelle the right to receive or the power to direct the receipt of dividends or the proceeds of the sale of the Eastcourt Selfcare Shares.

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Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is hereby supplemented as follows:

Pursuant to the Eastcourt Agreement, Enviromed no longer has the right to appoint a director of Eastcourt or any voting rights with respect to the Eastcourt Selfcare Shares. As described in Item 5, the Options granted by Enviromed and Flambelle were eliminated upon consummation of the Eastcourt Agreement.

Item 7. Material to Be Filed as Exhibits

(1) The Eastcourt Agreement

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

November 30, 1996

EASTCOURT LIMITED

BY: /s/Ronan O'Caoimh

Name: Ronan O'Caoimh

Title: President

SCHEDULE 13D

CUSIP No. 00081631R1

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SCHEDULE A

DIRECTORS AND EXECUTIVE OFFICERS OF EASTCOURT LIMITED

<TABLE>
<CAPTION>

NAME	CITIZENSHIP	PRINCIPAL OCCUPATION AND NAME AND ADDRESS OF EMPLOYER	BUSINESS ADDRESS (IF DIFFERENT)
------	-------------	---	------------------------------------

<S>

<C>

<C>

<C>

Ronan O'Caoimh

Irish

Chief Executive Officer,
Trinity Biotech plc
Three Rock Road
Sandyford
Industrial Estate
Dublin 18
Republic of Ireland

Same

</TABLE>

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THIS AGREEMENT is made on 31 October, 1996.

BETWEEN:

- (1) ENVIROMED PLC is a company incorporated in England and Wales (Registered No. 2815159) and having its registered office at Mercury House, 195 Knightsbridge, London SW7 1YE ("Enviromed");
- (2) TRINITY BIOTECH PLC a company incorporated in the Republic of Ireland (Registered No. 183476) and having its registered office at Three Rock Road, Sandyford Industrial Estate, Dublin 18 (the "Guarantor");
- (3) FLAMBELLE LIMITED a company incorporated in the Republic of Ireland (Registered No. 45333) and having its registered office at 15/16 Fitzwilliam Place, Dublin 2 ("Flambelle").

WHEREAS:

- (A) Eastcourt Limited is a company incorporated in England and Wales (Registered No. 32344996) and having its registered office at Chichester House, 278/282 High Holborn, London WC1V 7HA ("Eastcourt").
- (B) Flambelle is wholly-owned by the Guarantor and Eastcourt is owned in equal proportions by Enviromed and Flambelle.
- (C) Enviromed is the registered holder of 50 A Ordinary Shares of (pound sterling) 1 each in the capital of Eastcourt.
- (D) Enviromed is willing to sell and Flambelle is willing to purchase the Eastcourt Sale Shares on the terms set out in this Agreement.

THE PARTIES AGREE as follows:

1. INTERPRETATION

1.1 In this Agreement:

"Completion" means completion of the sale and purchase of the Eastcourt Sale Shares in accordance with Clause 3.

"Eastcourt Sale Shares" means the shares to be acquired by Flambelle pursuant to clause (2.1).

"Eastcourt A Shares" means the 50 A Ordinary Shares of (pound sterling) 1 each in the capital of Eastcourt registered in the name of Enviromed.

"Loan Note" means the Loan Note as set out in appendix 1 attached hereto and in the agreed form to be issued by the Guarantor to Enviromed as part of the consideration pursuant to clause 2.1.2.

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1.2 In this Agreement, a reference to:

- 1.2.1. a document in the "agreed form" is a reference to a document in a form approved and for the purposes of identification signed by and on behalf of each party to the Agreement.
- 1.2.2. a clause, paragraph or schedule, unless the context otherwise requires, is a reference to a clause or paragraph of or a schedule to this Agreement.

2. SALE AND PURCHASE

2.1. Enviromed agrees to sell and Flambelle agrees to purchase the Eastcourt Sale Shares for a total aggregate consideration of \$1,250,000 and to be paid as follows:

- 2.1.1. \$500,000 of the consideration shall be satisfied by payment in cash to Enviromed upon Completion by way of wire transfer or payment by cheque.
- 2.1.2. \$750,000 of the consideration shall be satisfied by the issue of a loan note to Enviromed at Completion in the proportions and on the terms

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set out in appendix 1. ("the Loan Note Consideration").

3. Flambelle shall procure repayment of the Loan Note Consideration in accordance with the terms of the Loan Note attached hereto as appendix 1.

3. COMPLETION

3.1. Completion shall take place immediately following signature of this Agreement when Enviromed shall deliver or procure the delivery of:

- 3.1.1. duly completed and signed transfers in favor of Flambelle or as it may direct of the Eastcourt Sale Shares together with the relevant share certificates.
- 3.1.2. the resignation of the director and the secretary from their respective officers in Eastcourt.
- 3.1.3. Flambelle shall make a wire transfer or payment by cheque of the consideration payable under Clause 2.1.
- 3.1.4. The Guarantor shall issue the Loan Note certificate to Enviromed in respect of \$750,000 Loan Note.

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3.2. Completion shall have only taken place when the provisions of clause 3.1 have been fully compiled with.

4. REPRESENTATIONS AND UNDERTAKINGS

4.1. The Guarantor and Flambelle acknowledge that they have not relied upon any representation or warranty by Enviromed as to the Eastcourt Sale Shares in entering this Agreement.

5. GUARANTEE

5.5. The Guarantor guarantees to Enviromed that Flambelle will comply with its obligations under this Agreement. In the event of non compliance by Flambelle for any reason whatsoever Enviromed shall be entitled to serve notice upon the Guarantor whereby the Guarantor will become primarily bound by the terms of this Agreement in place of Flambelle.

6. GENERAL

6.1. No party may assign or transfer or purport to assign or transfer any rights benefits or obligations under this Agreement.

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6.2. This Agreement supersedes an Agreement dated 28 August 1996 relating to shares in Selfcare Inc. made between Enviromed plc, Trinity Biotech,

6.3. This Agreement represents (together with any documents referred to herein) the entire agreement between the parties hereto and no variation shall be effective unless in writing.

6.4. This Agreement shall be governed in accordance and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

6.5. The failure by any of the parties hereto at any time to require performance by any other party or to claim a breach of any term of this Agreement shall not be deemed to be a waiver of any right under this Agreement.

6.6. The parties hereto shall, and shall use their respective endeavours to procure that any necessary third parties shall, execute and do all such further deeds, documents and things as any party may reasonably require by notice in writing to any other party to carry the provisions of this Agreement into full force and effect.

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7. NOTICES

7.1. Any notice under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by first class post (air mail if overseas), recorded delivery post, or by telex or telefax to the party due to receive such notice at its address set out in this Agreement or to such other address specified by that party by written notice to the other.

7.2. In the absence of evidence of earlier receipt, a notice is deemed to be given:

- 7.2.1. if delivered personally, when left at the address referred to in clause 7.1;
- 7.2.2. if sent by mail, except air mail, 48 hours after posting it;
- 7.2.3. if sent by air mail, six days after posting it;
- 7.2.4. if sent by telex, when the proper answer-back is received; and
- 7.2.5. if sent by fax, on completion of its transmission.

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IN WITNESS WHEREOF this Agreement has been entered into the day and year first herein written.

SIGNED for and on behalf of)

ENVIROMED PLC)

/s/T.J. Murphy

Director

SIGNED for and on behalf of)

TRINITY BIOTECH PLC)

/s/Ronan O'Caoimh

Director

SIGNED for and on behalf of)

FLAMBELLE LIMITED)

/s/Ronan O'Caoimh

Director

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Appendix 1

TRINITY BIOTECH PLC
Three Rock Road
Sandyford Industrial Estate
Dublin 18

TRINITY BIOTECH PLC ("the Company") of Three Rock Road, Sandyford Industrial Estate, Dublin 18 promises to pay Enviromed plc ("Enviromed") of Mercury House 195 Knightsbridge, London SW7 1YE, England or order the sum of US\$750,000 ("the Sum Due") subject to the following terms and conditions:

For the purpose of this agreement the following terms shall have the following meaning:

"American Depository Receipt" and "ADR" shall mean the American Depository Receipts in the Company each representing one "A" Ordinary Share in the capital of the Company traded on NASDAQ being the only shares of the Company that trade on NASDAQ;

"Average Closing Bid Price" shall mean the average of the closing bid price for the ADR's in the Company for the 30 trading days immediately proceeding the date of conversion;

"Conversion Shares" means the "A" Ordinary Shares in the capital of the Company into which some or all of the Sum Due has been converted;

"Loan Note" shall mean this agreement;

"NASDAQ" shall mean the National Association of Securities Dealers Automated Quotations system in the United States of America;

"Payment Date" shall mean 31st January 1997 and 30th June 1997;

"US Dollars" "US\$" means the lawful currency of the United States of America.

- (1) No interest shall be payable on the Sum Due.
- (2) Payment of the Sum Due shall take place by two installments each of US\$375,000 unless otherwise provided for pursuant to the terms hereof, payable on 31st January 1997 and 30th June 1997.

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- (3) The Company may at its sole discretion:

- (a) pay some or all of the Sum Due in advance of the dates set forth in Clause 2 above;
- (b) on giving 7 (seven) days notice in writing to Enviromed convert some or all of the balance of the Sum Due then outstanding into such number of "A" Ordinary Shares in the

capital of the company as shall be represented by the sum being converted at the Average Closing Bid Price.

- (4) In the event that a portion of the Sum Due shall have been repaid and/or converted into Conversion Shares in advance of a Payment Date the installment then due shall be reduced by the sum of the portions of the Sum Due which shall have been repaid or converted.
- (5) If the Company shall default in payment of an installment Enviromed shall be entitled at its discretion to require that the installment of the Sum Due be converted into such number of "A" Ordinary Shares in the capital of the Company as shall be represented by the installment at the Average Closing Bid Price less 20%.
- (6) Upon the conversion of some or all of the Sum Due pursuant to the provisions of this Loan Note the Company:
 - (a) agrees to use its best endeavours to procure the registration of the Conversion Shares with the SEC within a period of 90 days of the date of conversion and Enviromed hereby appoints the company as its agent and representative in relation to and in connection with the registration and sale of the Conversion Shares;
 - (b) shall advance to Enviromed the sum in US Dollars (the "Advance") equal to the portion of the Sum Due represented by and secured only by the Conversion Shares then issued which Advance:

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- (i) shall be repayable in full upon the registration and sale of the conversion Share if such registration shall take place within 90 days of conversion; or
- (ii) if such registration shall not take place within 90 days of conversion, shall be repayable as to the proceeds of sale of the Conversion Shares then registered and sold subject to a maximum repayment in the amount of the Advance or the value of shares on the 90th day which ever is less.

Dated this ____ day of _____ 1996

Present it when the Seal of the Company was affixed hereto:

Present it when the Seal of Enviromed was affixed hereto:

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