

MG02

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



WEDNESDAY



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13/11/2013

#182

COMPANIES HOUSE

For further information, please
refer to our guidance at
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

☐ **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 for a
company registered in Scotland. To
do this, please use form MG02s

1 Company details

Company number 6 7 2 1 5 7 0

Company name in full **SIMPLY BECAUSE LTD**

☒ For official use

→ **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 2 1 0 8 2 0 1 1

Description ① **DEBENTURE made between (1) the chargor and (2) Bibby Financial
Services Limited as security trustee for itself and others**

Date of registration ② 2 3 0 8 2 0 1 1

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

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 **Bibby Financial Services Limited**

Address **105 Duke Street**

Liverpool

Postcode **L 1 5 J Q**

Name

Address

Postcode

Name

Address

Postcode

Continuation page

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

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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

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

Short particulars

1 The chargor with full title guarantee in accordance with the law of property (miscellaneous provisions) Act 1994 and as continuing security for the payment of all of the secured obligations charges and agrees to charge in favour of the security trustee (with the benefit of and subject to the provisions of the security trust deed (as defined below) all the present and future right, title and interest of the chargor in and to the following assets are at any time owned by the chargor or in which the chargor has an interest

1 1 By way of first legal mortgage, the property (if any) listed in part 1 of schedule 2 to the Debenture, a copy of which is (if relevant) attached to this form MG02 and all other property (as defined below) (if any) vested in or charged to the chargor at the date of the Debenture,

1 2 By way of first fixed charge

(a) All other property and all interests in property and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(b) The assets (if any) listed in part 2 of schedule 2 to the Debenture, a copy of which (if relevant) attached to this form MG02, all plant and machinery, all computers, vehicles, office equipment and other equipment and the benefits of all contract, licences and warranties relating to the assets referred to in this paragraph (b) (other than any which are for the time being part of the chargor's stock-in-trade or work-in-progress),

(c) All the charged securities (as defined below) including those (if any) listed in part 3 of schedule 2 to the Debenture, a copy of which is (if relevant) attached to this form MG02, in each case, together with

(1) All related rights (as defined below) from time to time accruing to those charged securities and

(2) All rights which the chargor may have at any time against any clearance or settlement system or custodian in respect of any charged securities or related rights,

(d) All monies standing to the credit of the chargor from time to time on any and all accounts with any bank, financial institution or other person, in each case together with all interest from time to time accrued or accruing on such monies and all rights to repayment of all the foregoing,

(continued)

5

Satisfaction of the debt

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

- ☒ In full
☐ In part

① Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X



X

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

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

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(e) Any investment made out of any monies or account of the chargor and all rights to repayment of any of the same,</p> <p>(f) All intellectual property (as defined below),</p> <p>(g) The assigned assets (as defined below) to the extent they are not effectively assigned under the Debenture,</p> <p>(h) (to the extent not otherwise charged or assigned in the Debenture) 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, any letter of credit in favour of the chargor and all bills of exchange and other negotiable instruments held by it,</p> <p>(i) All the goodwill and uncalled capital of the chargor,</p> <p>(j) All non-vesting debts (as defined below) and their proceeds owing to the chargor at the date of the Debenture or in the future, all NV related rights (as defined below) relating to any non-vesting debts, all NV take-on debts (as defined below) and their proceeds, all NV related rights relating to any NV take-on debts, all subsequent NV debts and their proceeds owing to the chargor at the date of the Debenture or in the future and all NV related rights relating to any subsequent NV debts, and</p> <p>1 3 By way of first floating charge all its present and future (1) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge pursuant to the Debenture and (2) (whether or not effectively so charged) heritable property and all other property and assets in Scotland</p> <p>2 The chargor assigns and agrees to assign absolutely (subject to a provision for reassignment on redemption in accordance with the terms of the Debenture) all its present and future right, title and interest un and to the following ("assigned assets"),</p> <p>2 1 the insurances, all claims under such insurances and all proceeds of such insurances,</p> <p>2 2 the security accounts (as defined below) and all monies at any time standing to the credit of the security accounts together with all interest from time to time accrued or accruing on such monies, and all rights to repayment of any of the foregoing,</p> <p>2 3 any investments made out of any monies or account of the chargor and all rights to repayment of any of the same, and</p> <p>2 4 all present and future right, title and interest of the chargor in and to (to the extent not otherwise assigned) the receivables (as defined below)</p> <p>restrictions on dealing</p> <p>Note 1 The Debenture contains a negative pledge that the chargor will not without the prior written consent of certain security beneficiaries, create or permit to subsist or agree to create or permit to assist any security interest (as defined below) upon any of the security assets (as defined below) (except a permitted interest (as defined below))</p> <p>Note 2 The Debenture contains the following negative covenants</p>

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Disposal The chargor will not without the prior written consent of certain security beneficiaries see, transfer, lease, lend or otherwise dispose of or part with (whether by a single transaction or a number of transactions and whether related or not), agree to do any of the same, the whole or any part of its interest in any of the security assets (except for a permitted disposal as defined below)

Onerous obligations The chargor will not (without the prior written consent if certain security beneficiaries) enter into any onerous or restrictive obligation affecting any of the security assets

Land The chargor will not sell (except with the prior written consent of certain security beneficiaries) confer on any person any lease or tenancy of any of the property or accept a surrender of any lease or tenancy (whether independently or under any statutory power), any right or licence to occupy any land or buildings forming part of the property, or any licence to assign or sublet any part of the property The chargor will not do or permit to be done anything as a result of which any lease may be liable to forfeiture or otherwise determined

Receivables The chargor will not sell, assign, charge, factor or discount or in any other manner deal with any of the receivables without the prior written consent of certain security beneficiaries

Security Accounts The chargor will not attempt to be entitled to withdraw (or direct any transfer of) all or any part of the monies in any security account without the prior written consent of the security trustee (or any person authorised by the security trustee) and the security trustee (or such person) shall be entitled in its absolute discretion to refuse to permit any such withdrawal

Note 3 The Debenture contains the power to appoint a receiver and /or administrator

Note 4 The Debenture contains a power of attorney in favour of the security trustee

Note 5 Definitions

"Bibby Companies" means the parties (other than the security trustee) to the security trust deed from time to time being, at the date of the debenture, those listed in schedule 1 to the debenture,

"Bibby Debt Companies" means those Bibby companies identified as such in schedule 1 to the debenture or the accession deed by which they became a party to the debenture to which secured obligations are owed by the relevant chargor at the relevant time,

"Book Debts" means all present and future book debts of the chargor (including VAT thereon) save for any non vesting debts and/or subsequent NV debts

"Charged securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part 11 to the financial service and markets act 2000 in force at the date of the debenture) owned at the date of the debenture or in the future (legally or beneficially) by the chargor or in which the chargor has an interest at any time,

"Contract of sale" means the contract made for the supply or hire of goods or the provision of services to a customer,

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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	
Short particulars	<p>"Customer" means any person who incurs an obligation to make payment under a contract of sale,</p> <p>"Debts" mean any present, future or contingent obligation to make payment under a contract of sale,</p> <p>"Finance Documents" means each document to which a security beneficiary is party to at any time and pursuant to which factoring, invoice discounting, trade finance, conditional sale, term, on demand, credit or other facilities are made available to the chargor or pursuant to which assets are purchased by or assigned to any warranty, guarantee or security interest is granted to a security beneficiary pursuant for any facility,</p> <p>"Insurances" means all policies of insurance (including, for avoidance of doubt, all cover notes and those (if any) specified in part 4 of schedule 2 of the debenture, a copy of which is (if relevant) attached to this form MG02) 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,</p> <p>"Intellectual Property" means all present or future legal and/or equitable interests of the chargor (including, without limitation, the benefit of all licences in any part of the world) in or relating to registered and unregistered trademarks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, knowhow, registerable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the forementioned rights of the chargor,</p> <p>"Non-Vesting Debts" means all debts (the subject of a receivable financing agreement entered into on or before the date of the debenture) both present and future intended to but which do not for any reason vest absolutely and effectively in the relevant Bibby debt company from time to time</p> <p>"NV Related Rights" means in relation to each debt and all returned goods,</p> <p>(1) All rights (but not obligations) as an unpaid vendor or under the relevant contract of sale including the rights to the payment of interest, the return of goods, of lien and stoppage in transit,</p> <p>(2) The benefit of all insurances, securities, guarantees and indemnities,</p> <p>(3) Any documents of title to the goods, and</p> <p>(4) All accounting records relating to the debt and all documents evidencing the contract of sale and its performance</p> <p>"NV Take-on Debts" means all debts (the subject of a receivables financing agreement entered into after the date of the debenture) which were in existence at the date that the receivables financing agreement was entered into and which are intended to but which do not for any reason vest absolutely and effectively in the relevant Bibby debt company, from time to time</p> <p>"Payment Obligations" means all present and future debts (other than book debts) and monetary claims and all other amounts (whether ascertained or not) recoverable or receivable by the chargor or due or owing to the chargor,</p>	

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Short particulars	<p>"Permitted Disposal" means any sale, transfer, lease, loan or disposal at arm's length for full market value in the ordinary course of trading of any security asset not listed in clause 4 1 (Fixed charges) or 4 2 (Security assignments) of the debenture and in respect of which the floating charge as not crystallised</p> <p>"Permitted Security Interest" means any security interest to which the relevant security beneficiary (or, if there is more than one, each relevant security beneficiary) has given its prior written consent,</p> <p>"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) and all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon, all easements, rights and agreements in respect thereof, all proceeds of sale of that property, all the benefit of all covenants given in respect thereof,</p> <p>"Receivables" means all present and future book and other debts, monetary claims and all other amounts recoverable or receivable by or due or owing to the chargor (including in all case VAT) and all present and future amounts paid or payable to the chargor in respect of taxes, insurance premiums or other overpayments,</p> <p>"Receivables Financing Agreement" means any receivables financing agreement entered into between the chargor and the Bibby debt company (as amended, varied, restated, replaced or substituted from time to time),</p> <p>"Refundables" means all present and future amounts paid or payable to the chargor in respect of, or entitlements to claim payment or repayment of, any taxes, insurance premiums or other overpayments paid by or on behalf of the chargor,</p> <p>"Related Rights" means, in relations to any charged securities all dividends, distribution and other income paid or payable on the relevant charged securities or any other related right and all rights, monies or property accruing or offered at any time in relation to charged securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>"Returned Goods" means any goods relating to a contract of sale giving rise to a debt which a customer shall reject or return or intimate a wish to do so or shall be recovered from a customer,</p> <p>"Security Accounts" means the account(s) and/or trust into which the security trustee (or any person authorised by the security trustee) from time to time directs the chargor to pay all monies which it may receive in respect of the receivables, together with all additions to or renewals or replacements thereof,</p> <p>"Security Assets" means all property and assets from time to time charged or assigned (or expressed to be charged or assigned) by or pursuant to the debenture,</p> <p>"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Security Trust Deed" means the security trust deed dated 11 June 2004 and entered into between (1) the security trustee and (2) various Bibby companies,

"Subsequent NV Debts" means all debts (the subject of receivables financing agreement entered into after the date of the debenture), both present and future which come into existence on or after the date that the receivables financing agreement was entered into which are intended to but which so not for any reason best absolutely and effectively in the relevant Bibby debt

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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 **CARL BOWLER**

Company name **SIMPLY BECAUSE LIMITED**

Address **SUITE 201, BERKSHIRE HOUSE**

39-51 HIGH STREET

Post town **ASCOT**

County/Region **BERKSHIRE**

Postcode

S	L	5		7	H	Y
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Country **ENGLAND**

DX

Telephone **01344 637916**



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