

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 satisfaction
in full or in part of a mortgage
charge against an LLP. Use
LL MR04.

MONDAY



A10 *A75WJCCB* #200
14/05/2018
COMPANIES HOUSE

1 Company details

Company number 07093008 ✓
Company name in full AA STAR RECRUITMENT LIMITED

→ **Filling 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**

② **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 22 05 2010 ✓

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 a Debenture ✓

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

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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

1. by way of first legal mortgage, all Land (as defined below) belonging to the Company at the date of the Debenture including without limitation that described in Part 1 of Schedule 2 to the Debenture (a copy of which Schedule is attached to this Form MG01);
 2. by way of first fixed charge:-
 - (i) all Land which belongs to the Company after the date of the Debenture (except any Land mortgaged as referred to under 1 above);
 - (ii) the following (including the benefit of all contracts, licences and warranties relating to them):-
 - (a) the Company's assets (if any) specified in Part 2 of Schedule 2 to the Debenture (a copy of which Schedule is attached to this Form MG01);
 - (b) the Company's plant and machinery, tools and apparatus, at the date of the Debenture or thereafter, not charged as referred to under 2(ii)(a) above;
 - (c) the Company's computers, vehicles, office equipment and other equipment and moveable assets (other than fixtures) at the date of the Debenture or thereafter not charged as referred to under 2(ii)(a) or (b) above;
- excluding any item referred to in 2(ii) above which forms part of the Company's stock in trade or work in progress;
- (iii) all stocks, shares, bonds, coupons, certificates of deposit, warrants, negotiable instruments and other securities (and all rights, whether of a capital or income nature, derived from or relating to them) at the date of the Debenture or thereafter legally or beneficially owned by the Company or in which the Company has an interest;
 - (iv) (whether or not registered and including the benefit of all licences, applications and other rights relating to the same) all trade marks, service marks, patents, designs, utility models, trade names, copyrights, design rights, unregistered designs, confidential information, know-how, database rights and domain names legally or beneficially owned by the Company or in which the Company has an interest at the date of the Debenture or thereafter;
 - (v) all the Company's goodwill and uncalled capital at the date of the Debenture or thereafter;
 - (vi) all the Company's Non-Vesting Debts (as defined below);
 - (vii) all the Company's right, title and interest at the date of the Debenture or thereafter in and to all insurance policies in respect of the whole or any part of the Charged Assets (as defined below) and all claims under and proceeds of such insurance policies;
 - (viii) all monies at the date of the Debenture or thereafter standing to the Company's credit on any account (including interest from time to time accrued or accruing on such monies), and all rights to repayment of any of them;
 - (ix) all the Company's Other Debts (as defined below);

Continued

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

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A3	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="352 427 1069 456">Please give the short particulars of the property or undertaking charged.</p> <p data-bbox="352 495 679 519">POSITIVE COMMITMENTS</p> <p data-bbox="352 521 1121 573">The Debenture contains obligations which, amongst other matters, provide that the Company:-</p> <p data-bbox="352 575 1134 680">(A) will only deal with Non-Vesting Debts and their proceeds as if their ownership had been validly and effectively transferred to that one of Them which has entered into the Debt Purchase Agreement (as defined below) to which such Non-Vesting Debts relate;</p> <p data-bbox="352 683 772 707">(B) in relation to all Other Debts:-</p> <p data-bbox="352 710 1139 761">(i) must provide Bibby with such information as it requires from time to time;</p> <p data-bbox="352 763 1142 922">(ii) will collect and realise them promptly and otherwise in the ordinary course of business as Bibby's agent and must not release, exchange, compound, set-off, grant time or indulgence in respect of or otherwise deal with them except as set out in the Debenture or as Bibby or the Appropriate Consent Provider direct in Writing from time to time;</p> <p data-bbox="352 925 1082 949">(iii) will (for all monies the Company receives relating to them):-</p> <p data-bbox="352 952 1142 1003">(a) immediately pay them into such account(s) as Bibby may from time to time direct and until so paid hold them on trust for Bibby; and</p> <p data-bbox="352 1005 1118 1111">(b) once paid into such account withdraw or deal with them and such account only with the prior written consent of the Appropriate Consent Provider and as the Appropriate Consent Provider may direct.</p> <p data-bbox="352 1113 560 1137">ENFORCEMENT</p> <p data-bbox="352 1140 1117 1191">The Debenture gives Bibby the power to appoint a receiver and/or an Administrator.</p> <p data-bbox="352 1193 523 1218">DEFINITIONS</p> <p data-bbox="352 1247 560 1272">TERM MEANING</p> <p data-bbox="352 1274 1117 1352">"Appropriate Consent Provider" Each of Them which, in relation to the Company (or, if the Facilities (as defined below) have been made available to another person, such other person), is:-</p> <p data-bbox="352 1355 847 1379">(i) a Debt Purchaser (as defined below); or</p> <p data-bbox="352 1382 1062 1433">(ii) if there is no Debt Purchaser, an Asset Funder (as defined below); or</p> <p data-bbox="352 1435 1101 1487">(iii) if none of Them is a Debt Purchaser or an Asset Funder, any other of Them;</p> <p data-bbox="352 1489 924 1514">"Asset Funder" (i) Bibby Asset Finance Limited;</p> <p data-bbox="352 1516 762 1541">(ii) Bibby Trade Services Limited;</p> <p data-bbox="352 1543 727 1568">(iii) Bibby Leasing Limited; and</p> <p data-bbox="352 1570 1125 1648">(iv) A Bibby Company identified as an "Asset Funder" in the documentation under which it became a party to the Security Trust Deed (as defined below);</p> <p data-bbox="352 1650 1074 1675">and which at the relevant time is owed any Secured Liabilities;</p> <p data-bbox="352 1677 1104 1756">"Bibby Companies" The parties (other than Bibby) to the Security Trust Deed from time to time; and "Bibby Company" will be read accordingly;</p> <p data-bbox="352 1807 478 1832">Continued</p>

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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	<p>3. by way of first floating charge the Company's undertaking and all of the Company's property and assets at the date of the Debenture or thereafter not subject to a fixed charge or mortgage under the Debenture or any other Security Document (as defined below) and (whether or not effectively so charged) all heritable property and all other property and assets in Scotland.</p> <p>FLOATING CHARGE BECOMING FIXED</p> <p>The general law will convert the floating charges created by the Debenture into fixed charges in certain situations. In addition to those situations such charges will become fixed in relation to particular Charged Assets without the need for any further action if:-</p> <p>(A) the Company creates or attempts to create or allows to exist an Other Interest (as defined below) (except a Permitted Interest (as defined below)) over them;</p> <p>(B) distress, execution, attachment, sequestration, diligence in execution or other process is levied on or threatened in relation to them;</p> <p>(C) Bibby gives the Company notice in Writing (as defined below) converting the floating charges into fixed charges over all or any of the Charged Assets (at any time and if Bibby chooses on more than one occasion).</p> <p>Once any event described in (A), (B) or (C) above occurs the Company will deal with the relevant Charged Assets in all respects as then the subject of a fixed charge.</p> <p>NEGATIVE COMMITMENTS</p> <p>The Debenture contains restrictions which, amongst other matters, provide that in relation to the Charged Assets or any interest therein the Company will not without the prior written consent of the Appropriate Consent Provider (as defined below) (by letter sent by it to the Company):-</p> <p>(A) sell, transfer, lose possession, grant any interest or create or allow to exist any Other Interest (except a Permitted Interest) or attempt any such thing except that any asset subject to a charge created by the Debenture which is expressed to be floating in the Debenture may be sold at full market value in the ordinary course of the Company's business as carried on at the date of the Debenture before such charge becomes fixed on any such asset;</p> <p>(B) except as expressly provided for in the Debenture, release, exchange, compound, set off, grant time or indulgence;</p> <p>(C) enter into any factoring or discounting agreement or any other agreement for the sale and purchase of Non-Vesting Debts or Other Debts except with Bibby or any of Them;</p> <p>(D) exercise any power (statutory or otherwise) of leasing, agreeing to lease or accepting surrenders of leases or otherwise grant or agree to grant any lease, tenancy, licence or right of occupation;</p> <p>(E) do (or not do) anything which may in any way reduce, put at risk or otherwise adversely affect their value or the ability to sell or otherwise dispose of them.</p> <p>Continued</p>

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A3	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="347 432 1066 459">Please give the short particulars of the property or undertaking charged.</p> <p data-bbox="355 524 1069 575"> "Linked Rights" Has the meaning given to it in the Debt Purchase Agreement; </p> <p data-bbox="355 602 1141 1032"> "Non-Vesting Debts" All Debts the ownership of which the Company intends to transfer to any of Them but where this fails for any reason including:- (i) Debts which at the date of the Debenture or thereafter are the subject of a Debt Purchase Agreement entered into on or before the date of the Debenture; (ii) Debts which are the subject of a Debt Purchase Agreement entered into after the date of the Debenture which:- (a) existed before such Debt Purchase Agreement was entered into; or (b) come into existence on or after such Debt Purchase Agreement was entered into; including Debts held on trust by the Company for any of Them and together in each case with their Linked Rights and any Other Interest relating to them and the proceeds of any item described in this definition; </p> <p data-bbox="355 1061 1133 1435"> "Other Debts" All:- (i) book debts; (ii) debts (other than book debts); (iii) other amounts (including amounts owing to the Company under a Debt Purchase Agreement but excluding amounts described in (iv) below); (iv) amounts or claims relating to any taxes, duties, levies and imposts (or amounts, including penalties, relating thereto); (v) insurance premiums or other overpayments; at the date of the Debenture or thereafter due, owing or incurred to the Company or purchased or otherwise acquired by the Company and together in each case with their Linked Rights and any Other Interest relating to them and the proceeds of any item described in this definition but not including any Non-Vesting Debts; </p> <p data-bbox="355 1464 1141 1677"> "Other Interest" Any mortgage, charge, assignment for the purpose of security, pledge, lien, hypothecation, option, right of set-off, combination or consolidation of accounts, preferential interest, trust, title retention, tracing right, "hold back" or "flawed asset", guarantee, indemnity or other security interest of any type or similar arrangement of any kind or any agreement, conditional or otherwise, to create or grant any of the same whether at the date of the Debenture or thereafter; </p> <p data-bbox="355 1706 1136 1812"> "Permitted Interest" The Security (as defined below) and any Other Interest to which the prior written consent of the Appropriate Consent Provider is given (by letter sent to the Company); </p> <p data-bbox="355 1841 478 1863">Continued</p>

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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

"Charged Assets" The whole or any part of the Company's property, assets, income and undertaking from time to time mortgaged and/or charged by the Debenture;

"Debt"

Has the meaning given to it in the Debt Purchase Agreement;

"Debt Purchase Agreement" Any factoring, invoice discounting or other invoice finance agreement at the date of the Debenture or thereafter between the Company and any of Them;

"Debt Purchaser"

- (i) Bibby Financial Services Limited;
- (ii) Bibby Factors Bristol Limited;
- (iii) Bibby Factors Leicester Limited;
- (iv) Bibby Factors Limited;
- (v) Bibby Factors Manchester Limited;
- (vi) Bibby Factors Northeast Limited;
- (vii) Bibby Factors Northwest Limited;
- (viii) Bibby Factors Scotland Limited;
- (ix) Bibby Factors Slough Limited;
- (x) Bibby Factors Sussex Limited;
- (xi) Bibby Factors Yorkshire Limited;
- (xii) Bibby Factors International Limited;
- (xiii) Bibby Invoice Discounting Limited;
- (xiv) Bibby Financial Services (Ireland) Limited;
- (xv) Bibby Trade Factors Limited; and
- (xvi) A Bibby Company identified as a "Debt Purchaser" in the documentation under which it became a party to the Security Trust Deed;

and which at the relevant time is owed any Secured Liabilities;

"Facility" Factoring, invoice discounting, trade finance, asset finance, term, on demand, credit and other facilities (or any of these); and "Facilities" will be read accordingly;

"Finance Document" The Security Trust Deed, each Security Document and each document (including the Debenture) containing any provisions relating to the payment of any of the Secured Liabilities or pursuant to which any Facility is made available;

"Guarantee" A guarantee, indemnity or surety for any Secured Liabilities;

"Land" All estates and other interests in freehold, leasehold or other immovable property (wherever situated) or in which the Company has an interest and:-

- (i) all buildings and fixtures (including trade fixtures but not including tenant's fixtures) and fixed plant and machinery at any time thereon;
- (ii) all easements, rights and agreements in respect of such property;
- (iii) all proceeds of sale of such property; and
- (iv) the benefit of all covenants given in respect of such property;

Continued

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Part B

B1

Charge code ①

① Charge code

Part C

C1

✓

C2

C3

X

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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

"Security" The security created or intended to be created under or pursuant to the Debenture;

"Security Document" Any document creating or intended to create an Other Interest relating to any of the Secured Liabilities at any time and all Guarantees;

"Security Trust Deed" The security trust deed dated 11 June 2004 and entered into between (1) Bibby and (2) various Bibby Companies;

"Them" (1) Bibby and (2) each of the Bibby Companies;

"Writing" Letter, fax and e-mail.

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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 **CLAIRE GOLDSWORTHY**

Company name **BIBBY FINANCIAL SERVICES**

Address **2ND FLOOR, THE WOODLANDS**

1 FRANCES WAY

GROVE PARK

Post town **LEICESTER**

County/Region **LEICESTERSHIRE**

Postcode **L E 1 9 1 S H**

Country **UK**

DX

Telephone **0116 2822049**

**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 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