

MR04

Statement of satisfaction in full or in part of a charge



Companies House

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 sa
in full or in part of a mort
charge against an LLP. Use
LL MR04.

TUESDAY



A8FONØXL

A07

08/10/2019

#224

COMPANIES HOUSE

1 Company details

Company number **03688291**
Company name in full **HL'S PACKING LTD**

→ **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**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date **27 05 2008**

A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number* **10**

A3 Description of instrument (if any)

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

Instrument description **DEBENTURE
FIXED & FLOATING CHARGE OVER
THE UNDERTAKING AND ALL PROPERTY
AND ASSETS PRESENT AND FUTURE**

Continuation page

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

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A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

See attached

Continuation page

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

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 ❶

- -

❶ Charge code

This is the unique reference code allocated by the registrar.

The Company with full title guarantee hereby charges to BoS as a continuing security for the payment or discharge of the Secured Liabilities -

- 1 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property,
- 1 2 by way of fixed charge -
 - 1 2 1 1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of this Debenture (other than any property charged in terms of point 1 1 above) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,
 - 1 2 1 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,
 - 1 2 1 3 the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled,
 - 1 2 1 4 all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions of this clause point 1 2,
 - 1 2 1 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,
 - 1 2 1 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by point 1 2 1 5, whether by way of dividend, distribution, interest or otherwise,
 - 1 2 1 7 all rights and interests in and claims under all insurance contracts or policies now or in the future held by or inuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),
 - 1 2 1 8 all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or inuring to the benefit of the Company (including all money payable under them),
 - 1 2 1 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,
 - 1 2 1 10 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in point 1 2 1 8 but owned by others,
 - 1 2 1 11 all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world,
 - 1 2 1 12 all present and future book debts of the Company,
 - 1 2 1 13 all other present and future debts or monetary claims of the Company against third parties (excluding those charged under point 1 2 1 6 or 1 2 1 7 or arising on fluctuating accounts with other Group Companies),
 - 1 2 1 14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets (as defined in the Debenture),
 - 1 2 1 15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and
 - 1 2 1 16 all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset (as defined in the Debenture) except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this point 1 2,
- 1 2 2 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this clause 2, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in point 1 2)

PLEASE SEE CONTINUATION SHEET 2

- 1 3 The Company with full title guarantee hereby assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)
- 1 3 1 1 all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person, and
- 1 3 1 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of this Debenture,
- 1 4 To the extent that any such right, title and interest as is referred to in point 1 3 is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities
- 1 5 Any mortgage, fixed charge or other fixed security created by the Company in favour of BoS shall have priority over the floating charge created by this Debenture, except insofar as BoS shall declare otherwise whether at or after the time of creation of such fixed security
- 1 6 BoS may at any time, by notice to the Company, immediately convert the floating charge created under point 1 2 2 into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from BoS, automatically be converted with immediate effect into a fixed charge -
- 1 6 1 in respect of any Assets which become subject to any step by any third party to take a fixed charge,
- 1 6 2 in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them,
- 1 6 3 in respect of all Assets charged under point 1 2 2 if and when the Company ceases to carry on business or to be a going concern, and
- 1 6 4 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company
- 1 7 Point 1 6 will not apply -
- 1 7 1 to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion, and/or
- 1 7 2 solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under the Schedule A1 of the Insolvency Act 2000
- 1 8 The Company will not without the prior written consent of BoS -
- 1 8 1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of BoS), or
- 1 8 2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal), or
- in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset

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Part C To be completed for all charges

C1

Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied.
Please tick the appropriate box.

☒ In full
☐ In part

C2

Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Name

PETER HOLLING

Please give the address of the person delivering this statement

Building name/number

COULM 4L'S PACKING LTD

Street

COLLMAN STREET

THORNE

Post town

DONCASTER

County/Region

SOUTH YORKSHIRE

Postcode

DN8 1GJS

Please give the person's interest in the charge (e.g. chargor/chargee etc).

Person's interest in the charge

CHARGOR

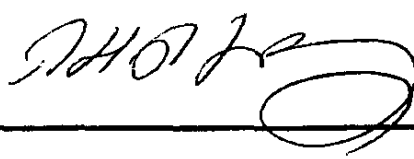
C3

Signature

Please sign the form here.

Signature

Signature

X  X

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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	PETER HOLLING
Company name	HL'S PACKING LTD
Address	COULMAN STREET THORNE
Post town	DONCASTER
County/Region	SOUTH YORKSHIRE
Postcode	DN8 6JS
Country	UK
DX	
Telephone	



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 given the charge number (if appropriate)
 - ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4.
- ☐ **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