

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 or charge against an LLP.
LL MR04.

FRIDAY



A09 *A770HDR0* #156
08/06/2018
COMPANIES HOUSE

1 Company details

Company number 0 4 2 5 6 4 7 0

Company name in full Tyser & Co. Limited (the "Company")

→ **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 0 5 1 0 2 0 0 7

A2 Charge number

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

Charge number* 3

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 made between the Company and HSBC Bank
plc

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

Please refer to continuation page.

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.

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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	Tysons Co. Limited
	Please give the address of the person delivering this statement
Building name/number	Beaufort House
Street	St Botolph Street
Post town	London
County/Region	
Postcode	E C 3 A 7 E E
	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 Emma Bilotti

Company name Dickson Yinto W.S.

Address The Broadgate Tower, Level 13

20 Primrose Street

London

Post town

County/Region

Postcode E C 2 A 2 E W

Country

DX

Telephone +44 (0) 20 7628 4455



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

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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

1. Security given over the Company's Assets

The Company, with full title guarantee, and as security for the payment and discharge of the Debt, charges:

- (a) By way of legal mortgage, all freehold (including commonhold) and leasehold land now vested in the Company together with all buildings, fixtures, fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part 1 of the First Schedule of the Debenture subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule of the Debenture.
- (b) By way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule of the Debenture.
- (c) By way of first fixed charge (except as already charged above):
 - (i) All the present and future right, title and interest of the Company in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time after the Debenture on it.
 - (ii) All chattels now or at any time after the Debenture belonging to the Company. This excludes them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture.
 - (iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company.
 - (iv) All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immoveable property wherever situated now or at any time after the Debenture due owing or incurred to the Company. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Company which shall not be subject

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Short particulars

- to this fixed charge and also such debts and claims as are charged in accordance with paragraph (v) below.
- (v) Any credit balance on any account of the Company with the Bank.
 - (vi) Any credit balance on any account of the Company with any bank (other than the Bank) or other person.
 - (vii) All goodwill and uncalled capital for the time being of the Company.
 - (viii) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Company). In addition:
 - (a) all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Company.
 - (b) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule of the Debenture, collectively called, the "Securities")
 - (ix) All letters, patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule of the Debenture, collectively called the "intellectual property").
 - (x) All policies of life insurance or assurance and all rights and claims to which the Company is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned to in Clause 8(a) of the Debenture).

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- (xi) All rights and other property to which the Company is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction.
- (xii) The benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time after the Debenture, entered into by the Company.
- (xiii) The proceeds of sale of any property mentioned above.
- (d) By way of floating charge, all the undertaking of the Company and all its property whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated.

The property referred to in paragraphs (a), (b), (c) and (d) above is collectively called the "charged property". The property referred to in paragraphs (a), (b) and (c) (together with any property for the time being effectively charged by way of fixed charge by the application of Clause 5 of the Debenture) is collectively called the "fixed charged property".

2. Banks ability to convert Floating Charge

The Bank may, by notice in writing to the Company, convert the floating charge created by Clause 4(d) of the Debenture into a fixed charge in respect of such of the property of the Company as may be specified in such notice. It may do so, (i) on the occurrence of an event of default (as defined in a facilities agreement dated on or about the date of the debenture made between (1) Hawkes Bay Holdings Limited and (2) the Bank ("Facilities Agreement") ("Event of Default") which has caused the Bank to give notice under clause 17 of the Facilities Agreement ("Declared Default"), or (ii) if it appears to the Bank acting reasonably that such property is in danger of seizure, distress, diligence or any other form of legal process or that the same, and/or the security now created in respect of it, is otherwise in jeopardy. In either event, the ability of the Company to deal in any way with such property shall cease except to the extent that the Bank may otherwise agree in writing.

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3. Restrictions on Company

The Company shall not, except with the prior written consent of the Bank or save as otherwise permitted under the Facilities Agreement:

- (a) create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, pledge or other security other than the Debenture and the mortgages or matters (if any) mentioned in Part 2 of the First Schedule of the Debenture; or
- (b) allow any tangible property, forming part of the fixed charged property, to leave the possession of the Company (except for the purpose of necessary repair or maintenance) or to be used by any person other than the Company or for any purpose other than in connection with the business of the Company; or
- (c) release, exchange, compound, set off, grant time or agree to any other arrangement in respect of, or in any other way deal with, all or any of the debts except as expressly allowed by the Debenture; or
- (d) part with, hire, lend, self, assign or dispose of all, or any part of (or any right, title, or interest in), the fixed charged property or all, or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of, the remainder of the charged property.

4. Company's obligations to the Bank

Until the Debenture is discharged the Company will, on being reasonably required to do so by the Bank, and at the cost and expense of the Company:

- (a) Execute, sign, deliver and do all things necessary (including, without limitation, the assignment of all or any of the debts and the transfer of all or any of the securities, to the Bank or its nominee and the giving of any notices and effecting of any registrations) as (and in such form as) the Bank may reasonably require. This is to perfect a legal mortgage, assignment or other fixed security in favour of the Bank of all or such part as shall be specified in such notice of the fixed charged property or otherwise to improve, perfect or protect the security intended to be created by the Debenture or to facilitate the exercise of any powers, authorities and discretions conferred under or in accordance with the Debenture.

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- (b) Endorse, or cause to be endorsed, on any documents constituting or evidencing title to the fixed charge property and give to third parties such notices of the Security created by the Debenture as the Bank may reasonably require,

provided that where there is a conflict between any of the obligations set out in Clause 8 of the Debenture and the obligations set out in the Facilities Agreement, the obligations of the Facilities Agreement shall prevail.

5. Power of Attorney

- (a) The Company irrevocably, and by way of security, appoints the Bank, any Receiver (as defined in clause 12(b) of the Debenture), and any Administrator (as defined in clause 12(b) of the Debenture) appointed by the Bank and each of their respective delegates, jointly and also individually to be the attorney and attorneys of the Company. Any attorney is authorised (following an Event of Default which is continuing) by the Company to do all things which the Company may be required to do under the Debenture. This includes (without limitation) that which the Bank, the Receiver or the Administrator (or any such delegate) may:
- (i) consider necessary or appropriate for, or in connection with, the improvement, perfection or protection of the security intended to be created by the Debenture; or
 - (ii) the exercise of any of the powers, authorities and discretions conferred under it,
- (b) The Company ratifies and confirms (and agrees to do so) whatever any such attorney shall do, or attempt to do, in the exercise of all or any of the powers, authorities and discretions mentioned in the Debenture or under the power of attorney. The power of attorney is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.