

# MG03s

## Statement of satisfaction in full or in part of a floating charge for a company registered in Scotland



✓ **What this form is for**  
You may use this form to register  
a statement of satisfaction in full  
or in part of a floating charge for a  
company registered in Scotland.

✗ **What this form is NOT for**  
You cannot use this form to register  
a memorandum of satisfaction  
where part or the whole of the  
property has a) been released from  
the floating charge, or b) has ceased  
to form a part of the property. To do  
this, please use form MG05s.

WEDNESDAY



SCT 27/04/2011 198  
COMPANIES HOUSE

1 Company details										For official use	
Company number	S	C	2	1	0	3	5	9			
Company name in full	Alba Resources Limited (the "Company")									→ <b>Filling in this form</b> 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	d0	d2	m1	m0	y2	y0	y0	y7			
Description ①	Debenture (the "Debenture") (FLOATING CHARGE)									① You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Floating Charge'.	
Date of registration ②	d1	d5	m1	m0	y2	y0	y0	y7	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										Continuation page Please use a continuation page if you need to enter more details.	
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders.											
Name	Bank of Scotland ("BoS")										
Address	The Mound										
	Edinburgh										
Postcode	E	H	1		1	Y	Z				
Name											
Address											
Postcode											
Name											
Address											
Postcode											

## MG03s

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4

### Short particulars of all the property charged

Please give the short particulars of the property charged.

#### Continuation page

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

Short particulars

Please see attached MG03s Continuation Pages.

5

### Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid <sup>1</sup>

☒ In full.

☐ In part.

<sup>1</sup> Please tick one box only.

6

### Floating charge <sup>2</sup>

I, being the creditor or person authorised to act on behalf of the creditor, am entitled to the benefits of the floating charge and verify that the particulars above relating to the charge and its satisfaction are correct.

<sup>2</sup> Where a floating charge is being satisfied, the following statement MUST be completed. If the statement cannot be readily obtained, a direction from the court is required to be submitted with this form.

Signature <sup>3</sup>

Signature

X

*Wally Stevens*

X

AUTHORISED SIGNATORY, BANK OF SCOTLAND PLC

<sup>3</sup> This must be signed by a creditor or person authorised to act on behalf of the creditor.

7

### Signature

Please sign the form here.

Signature

Signature

X

*Wally Stevens*

DIRECTOR

X

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

## MG03s

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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 Laura McCullough

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900



### 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 of the chargee, or trustee for the debenture holders.
- ☒ You have completed the short particulars of the property charged.
- ☒ You have confirmed whether the charge is to be satisfied in full or in part.
- ☒ The creditor or a person authorised to act on behalf of the creditor has signed the form in Section 6 (if applicable).
- ☒ You have signed the form in Section 7.



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

## MG03s - continuation page

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### 4 Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars	<p>1.1 Pursuant to Clause 2.1 of the Debenture, the Company with full title guarantee has charged to BoS as a continuing security for the payment or discharge of the Secured Liabilities:</p> <p>1.1.1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture 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;</p> <p>1.1.2 by way of fixed charge:-</p> <p>1.1.2.1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of clause 2.1.1 of the Debenture) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property;</p> <p>1.1.2.2 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;</p> <p>1.1.2.3 the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled;</p> <p>1.1.2.4 all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions of clause 2.1 of the Debenture;</p> <p>1.1.2.5 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;</p> <p>1.1.2.6 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 clause 2.1.2.5 of the Debenture, whether by way of dividend, distribution, interest or otherwise;</p> <p>1.1.2.7 all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies);</p> <p>1.1.2.8 all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them);</p>
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## MG03s - continuation page

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4

### Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars	<p>1.1.2.9 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;</p> <p>1.1.2.10 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 clause 2.1.2.9 of the Debenture but owned by others;</p> <p>1.1.2.11 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;</p> <p>1.1.2.12 all present and future book debts of the Company;</p> <p>1.1.2.13 all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2.1.2.7 or 2.1.2.8 of the Debenture or arising on fluctuating accounts with other Group Companies);</p> <p>1.1.2.14 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;</p> <p>1.1.2.15 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</p> <p>1.1.2.16 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 except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the provisions of clause 2.1 of the Debenture;</p> <p>1.1.3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2.1.2 of the Debenture).</p> <p>1.2 Pursuant to Clause 2.2 of the Debenture, 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):</p> <p>1.2.1 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</p>
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## MG03s - continuation page

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4

### Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

1.2.2 (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 the Debenture.

1.3 To the extent that any such right, title and interest as is referred to in clause 2.2 of the Debenture 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.

#### Definitions

In this form MG02s:

"**Assets**" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

"**Fixed Charge Asset**" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2.1, 2.2, 2.3 of the Debenture (as described in paragraphs 2.1 – 2.3 below) or (with effect from the date of its creation) any security created pursuant to clause 2.11 of the Debenture (as described in paragraph 2.11 below);

"**Group**" means the Company and each of its Subsidiaries and "**Group Company**" shall be construed accordingly;

"**Permitted Disposal**" means:

- (a) the disposal of stock subject only to the floating charge created by clause 2.1.3 of the Debenture on an arm's length basis in the ordinary course of trading;
- (b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company;
- (c) disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality; and

"**Secured Liabilities**" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS (as detailed below) by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture (together the "Secured Liabilities").