

MG02

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

Oyez

☒ **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
or in part of a fixed charge for
company registered in Scotland
do this, please use form MC

TUESDAY



A24 *AF91MP5F* 68
16/11/2010
COMPANIES HOUSE

Company details

Company number 0 5 4 8 9 8 0 3

Company name in full ASHFLAME PORT GLASGOW LIMITED ("Company")

☒ **Filling in this form**
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

Creation of charge

Date charge created 2 8 1 1 2 0 0 5

Description 1) DEBENTURE ("Debenture")

Date of registration 2 0 8 1 2 2 0 5

- 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

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 BANK OF SCOTLAND PLC (FORMERLY THE GOVERNOR AND

Address COMPANY OF THE BANK OF SCOTLAND) ("BoS")

THE MOUND, EDINBURGH

Postcode EH 1 1 Y Z

Name

Address

Postcode

Name


Address

Postcode

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

MG02

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

	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
	<p>By the following subclauses of the Debenture the Company charges to BoS as a continuing security:-</p> <p>2.1.1 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>2.1.2 by way of fixed charge:-</p> <p>2.1.2.1 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 above) 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>2.1.2.2 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 and the benefit of all other agreements relating to land which the Company is or may become party to or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture,</p> <p>2.1.2.3 all present and future plant, machinery, vehicles, computers and office and other equipment owned by the Company,</p> <p>2.1.2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them,</p> <p>2.1.2.5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;</p> <p>Please see continuation pages (3 in total)</p>	
	Satisfaction of the debt	
Signature	<p>I confirm that the debt for which the charge described above was given has been paid or satisfied in:</p> <p><input checked="" type="checkbox"/> In full</p> <p><input type="checkbox"/> In part.</p> <p>Please sign the form here</p> <p>Signature  X</p>	
	<p>This form must be signed by a person with an interest in the registration of the charge</p>	

MG02

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

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
AJI/LPI/ASH13051-11

Company name
Simple Fraser LLP

Address
80 George Street

Edinburgh

Post town

County/Region

Postcode
E H 2 3 B U

Country

DX
ED447

Telephone
0131 273 3771

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

MG02 - continuation page

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



Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 1

2.1.2.6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

2.1.2.7 all the Company's goodwill and uncalled capital for the time being,

2.1.2.8 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 2.1.2.5);

2.1.2.9 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

2.1.3 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 clause 2.1.2).

2.2 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):

2.2.1.1 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

2.2.1.2 (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 the Debenture

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

MG02 - continuation page

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



Short particulars of all the property mortgaged or charged

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

Short particulars

Continuation Page 2

By the following sub clause of the Debenture:

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

By the following sub-clause of the Debenture, the Company will not without the prior written consent of BoS -

2.7.1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien or encumbrance, on all or any of its Assets (other than a lien arising in the ordinary course of business by operation of law) ; or

2.7.2 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

2.7.3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

By the following sub clause of the Debenture the Company will:-

4.9 not make any structural or material alteration to or to the user of any of its Properties or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time (or any orders or regulations under such Acts) or do or permit to be done any act, matter or thing where to do so would have a material and adverse effect on the value of any of its Properties or on the marketability of any of such Properties;

4.10 not grant any lease of, part with possession or share occupation of, the whole or any part of any of its Properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, under-let or part with possession of the same;

4.11 not vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its Properties;

4.12 observe and perform all covenants, agreements and stipulations from time to time affecting its interest in any of its Properties or contained in any lease, agreement for lease or tenancy agreement under which any part of such Properties may be held;

4.13 notify BoS immediately in the event of any creditor executing diligence against the Company or any distress or execution is levied or enforced against the Company or any third party debt order or freezing order is made and served on the Company;

4.14 notify BoS immediately if any steps (including, without limitation, the making of any application or the giving of any notice) are taken by any person (including, without limitation, the Company) in relation to the administration, receivership, winding-up or dissolution of the Company;

4.15 not allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its Properties (or any part of them) or create or permit to arise any overriding interest (as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002) affecting any such property;

MG02 - continuation page

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



Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><u>Continuation Page 3</u></p> <p>4 16 not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of its Assets.</p> <p>By the following sub clause of the Debenture the Company agrees that:-</p> <p>No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the whole or any part of the Properties charged under this Debenture will be capable of being exercised by the Company without the previous written consent of BoS.</p> <p><u>Definitions</u></p> <p>"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;</p> <p>"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 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 this Debenture;</p> <p>"Properties" means at any time the freehold, heritable and leasehold properties of the Company at that time or any of them as the context requires.</p>