

# MG03s

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



**iris**  
LASERFORM

☒ **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  
been used to form a part of the property.  
If this is the case, please use form MG05.

TUESDAY



A15

\*ANS2SWCR\*

02/08/2011

122

COMPANIES HOUSE

## 1 Company details

Company number **S C 2 7 4 8 5 8**  
Company name in full **Princes Street Investments Limited (the "Chargor")**

For official use  
**6**

→ **Filling in this form**  
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 **d3 d0 m0 m4 y2 y0 y0 y7**  
Description **1** **Floating Charge (the "Charge Document")**

Date of registration **2** **d1 d7 m0 m5 y2 y0 y0 y7**

**1** You should give a description of  
the instrument (if any) creating or  
evidencing the charge, e.g. 'Floating  
Charge'.

**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

Please give the name and address of the chargee(s), or trustee(s) for the  
debenture holders.

Name **Citibank International plc (the "Security Trustee")**

Address **Citigroup Centre, Canada Square, Canary Wharf  
London**

Postcode **E 1 4 5 L B**

Name

Address

Postcode

Name

Address

Postcode

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

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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 continuation pages.

**5****Satisfaction of the debt**

I confirm that the debt for which the charge described above was given has been paid **1**

☒ In full.

☐ In part.

**1** 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.

**2** 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 **3**

Signature

X 

**Mark Lightbown**  
**Vice President**

X

**3** 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 

X

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

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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 Gemma Haley

Company name Pinsent Masons LLP

Address 30 Crown Place

Post town London

County/Region

Postcode E C 2 A 4 E S

Country

DX 157620 Broadgate 3

Telephone 020 7490 6195 (Ref: 634367.07004)



### 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)

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4	<b>Short particulars of all the property charged</b>
	Please give the short particulars of the property charged.
Short particulars	<p>Please see Appendix A to the MG03s for defined terms.</p> <p><b>1. First legal mortgages</b></p> <p>The Chargor charged by way of first legal mortgage</p> <ul style="list-style-type: none"> <li>a) the Properties,</li> <li>b) all other interests and estates in freehold, leasehold or commonhold property, and, in each case, all Premises and Fixtures on such property for the time being.</li> </ul> <p><b>2. Assignments</b></p> <p>The Chargor assigned</p> <ul style="list-style-type: none"> <li>a) the Rents and all other sums payable under any Occupational Lease to which it is a party,</li> <li>b) the Relevant Agreements to which it is a party, and</li> <li>c) the Relevant Policies to which it is a party.</li> </ul> <p>The Chargor shall remain liable to perform all its obligations under each Occupational Lease, each Relevant Agreement and each Relevant Policy to which it is a party. Until the occurrence of an Enforcement Event which is continuing the Chargor shall be entitled to deal with the assigned assets and the counterparties thereto on a basis consistent with the Finance Documents.</p> <p><b>3. First fixed charges</b></p> <p>The Chargor charged by first fixed charge other than specific assets effectively charged by way of legal mortgage or assigned under paragraphs 1 or 2 above:</p> <ul style="list-style-type: none"> <li>a) all other interests and estate in any freehold, leasehold or commonhold property,</li> <li>b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,</li> <li>c) the benefit of all other agreements, instruments and rights relating to its Secured Property,</li> <li>d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together "Chattels") present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,</li> <li>e) the Subsidiary Shares together with all Related Rights,</li> <li>f) the Investments together with all Related Rights,</li> </ul>

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### Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

- g) all book and other debts, due to the Chargor and their proceeds (both collected and uncollected) (together the "Debts"), and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- h) all moneys from time to time standing to the credit of each Blocked Account,
- i) all moneys from time to time standing to the credit of each account held by the Chargor with any bank, building society, financial institution or other person (other than any Blocked Account) (each a "Charged Account"),
- j) all its intellectual property,
- k) all its goodwill and uncalled capital,
- l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them,
- m) rights to recover any VAT on any supplies made to it relating to the Secured Property and any sums so received, and
- n) to the extent that any assignment in paragraph 2 above is ineffective as an assignment, the assets referred to in that clause.

#### 4 Floating Charge

The Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage, fixed charge or assigned under clauses 3.1, 3.2, 3.3 or 3.4 of the Charge Document and including for the avoidance of doubt all and every part of the undertaking, property, assets (including uncalled capital), rights and income of the Chargor which are situated in Scotland or are otherwise governed by or subject to the laws of Scotland.

#### 5 Conversion of floating charge to a fixed charge

The Security Trustee may (to the extent permitted by applicable law) at any time by notice in writing to the Chargor convert the floating charge created under clause 3.5 of the Charge Document into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if:

- a) an Enforcement Event is continuing, or
- b) in the reasonable opinion of the Security Trustee that Floating Charge Asset is in danger of being seized or any legal process, execution or diligence is being enforced against that Floating Charge Asset

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4	<b>Short particulars of all the property charged</b>
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Short particulars	<p><b>6 Automatic conversion of floating charge to a fixed charge</b></p> <p>If</p> <ul style="list-style-type: none"> <li>a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets (unless the creation of such Security is permitted in writing by the Security Trustee or is expressly permitted under the terms of any Finance Document),</li> <li>b) any person levies or attempts to levy any distress, diligence, attachment, execution or other legal process against any Floating Charge Asset, or</li> <li>c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor,</li> </ul> <p>the floating charge created by the Charge Document will (to the extent permitted by applicable law) automatically and immediately, without notice, be converted into a fixed charge over the relevant assets or, in the circumstances described in paragraph 6(c) above, over all the Floating Charge Assets.</p>

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### Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

#### Schedule

#### The Properties

County and District (or address and description and London Borough)	Title Number
The freehold land being Ashington Filling Station, Morpeth Road, Ashington, NE63 8PX	ND83058
Freehold land being Barnetby Top Service Station, A18/M180 Interchange, Elsham, Barnetby, DN20 0PA	HS299733
Freehold land being Bilborough Filling Station, A64 Eastbound, Tadcaster, YO2 3PP	NYK117795
Freehold land being Crown Filling Station, Penistone Road, High Street Sheffield S30 4JB	SYK285564
Freehold land being Eynsham Filling Station, A40, Witney, Eynsham	ON232320
Freehold land being Gateshead Filling Station, Sunderland Road, Felling, Gateshead, Tyne & Wear.	TY238411
Freehold land being The Jolly Sailor Filling Station, 49 Hounslow Road, Hanworth	NGL13989
Freehold land being Jorvik Filling Station, Lawrence Street, York	NYK97431
Freehold land being Key Hill Filling Station, Icknield Street, Hackley, Birmingham	WM577887
Freehold land and buildings at Lower Wick Filling Station, Malvern Road, Lower Wick, Worcester, Worcestershire, WR2 4NR	WR65541
Leasehold land being Phoenix Road Filling Station, 277 Meanwood Road, Meanwood, LS7 2JD	YWE27813
Freehold land being Rankin Filling Station, Kelghley Road, Bingley BD16 2RD	WYK214572 and WYK9886

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Freehold land being Riviera Filling Station, 133 Torquay Road, Paignton TQ3 2AG	DN165618 and DN257682
Freehold land being Sergeants Mead Filling Station, London Road, Beaconsfield	BM107576
Freehold land being Stockton Filling Station, Yarm Road, Stockton on Tees TS18 3RW	CE142877
Freehold land and buildings on the west side of Stockton Road being Stonebridge Filling Station, Nevilles Cross Bank, Stonebridge, County Durham DH1 3RY	DU250112
Freehold land being Tamar Filling Station, Carkeel Roundabout, Saltash, PL12 6PA	CL30258 and CL632
Freehold land being Telegraph Hill Filling Station, Kennford, EX6 7XX	DN367154
Freehold land being Thirsk Filling Station, Thirsk By pass, Gristhwalte, Thirsk YO7 3HL	NYK131854
Freehold land being Tollgate Filling Station, Tollgate Lane, Bury St Edmunds, IP32 6AX	SK225224
Freehold land being Vigo Lane Filling Station, Durham Road, Birtley, DH3 2BE	DU13421
Freehold land being Warwick Road Filling Station, Warwick Road, Kennilworth, CVB 1FB	WK399038



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### Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

#### Appendix A

#### Definitions

In this form MG03s the following terms shall have the following meaning:-

"**Accession Deed**" means a letter substantially in the form set out in schedule 8 (*Form of Accession Deed*) of the Facility Agreement to be entered into by the Guarantor on or prior to the Drawdown Date for the purpose of it becoming an Obligor in accordance with the terms of the Facility Agreement and the Intercreditor Deed;

"**Acquisition Documents**" means

a) the agreement for the sale and purchase of the entire issued share capital of the Guarantor dated 19 April 2007 between the Seller and the Borrower,

b) a tax deed relating to the sale and purchase of the Guarantor dated on or about the date of the Facility Agreement between the Seller and the Borrower,

c) a disclosure letter relating to the sale and purchase of the Guarantor dated 19 April 2007 from the Seller to the Borrower,

d) a supplemental disclosure letter relating to the sale and purchase of the Guarantor dated on or about the date of the Facility Agreement from the Seller to the Borrower, and

e) any other documents designated as such by the Agent and the Borrower

(and **Acquisition Document** means any of them)

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4	Short particulars of all the property charged
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Short particulars	<p>"Agent" means Citibank International plc as agent for the other Finance Parties;</p> <p>"Agreement for Lease" means any agreement by any Obligor to grant an Occupational Lease of all or any part of its interest in any Property;</p> <p>"Arranger" means Citigroup Global Markets Limited;</p> <p>"Authorisations" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;</p> <p>"Blocked Account" means the Rent Account and any other account as the Chargor and Security Trustee shall specify in writing;</p> <p>"Borrower" means Ciref Malthurst Ltd (incorporated in the British Virgin Islands and registered with number 1391529);</p> <p>"Chargor" means Princes Street Investments Limited (Company Number SC274858);</p> <p>"Charge Document" means the debenture dated 30 April 2007;</p> <p>"CMCL" means Corovest Mezzanine Capital Limited (a company incorporated in the Republic of Ireland under number 389987);</p> <p>"Drawdown" means a drawdown of the Facility;</p> <p>"Drawdown Date" means the date of a Drawdown, being the date on which the Loan is made or proposed to be made;</p> <p>"Duty of Care Agreement" means (individually or collectively, as the context requires) the agreement substantially in the form set out in schedule 9 (<i>Form of Duty of Care Agreement</i>) of the Facility Agreement to be entered into by each Managing Agent;</p> <p>"Enforcement Event" means</p> <p>a) an Event of Default, or</p> <p>b) any other event or circumstance the occurrence of which would, in the reasonable opinion of the Security Trustee, be likely materially to depreciate, jeopardise or otherwise prejudice the value to the Finance Parties of the Security created or intended to be created by the Charge Document over any Property;</p> <p>"Event of Default" means any event or circumstance specified as such in clause 25 (<i>Events of Default</i>) of the Facility Agreement;</p>

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### Short particulars of all the property charged

Please give the short particulars of the property charged.

#### Short particulars

**"Facility"** means the term loan facility made available under the Facility Agreement as described in clause 2 (*The Facility*) of the Facility Agreement;

**"Facility Agreement"** means the facility agreement between the Borrower, Citigroup Global Markets Limited as Arranger, the financial institutions listed therein as Original Lenders, Citibank N.A, London Branch as Original Lender and Hedge Counterparty, Citibank International plc as Agent and Security Trustee and dated 26 April 2007 under which the Lenders agree to make available to the Borrower a term loan facility;

**"Fee letters"** means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in clause 12 (*Fees*) of the Facility Agreement;

**"Finance Documents"** means the Facility Agreement, the Accession Deed, any Fee Letters, any Hedging Arrangements, the Term Sheet, the Security Documents, the Duty of Care Agreement and any other documents designated as such by the Agent and the Borrower, and **Finance Document** means any of them;

**"Finance Parties"** means the Agent, the Arranger, the Hedge Counterparty, the Security Trustee and the Lenders, and **Finance Party** means any of them;

**"First Shareholder"** means OPS Malthurst Limited (a company incorporated in the British Virgin Islands under number 1389232);

**"Fixtures"** means in respect of any Secured Property all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery at the time of the Charge Document or at any time thereafter on the Secured Property;

**"Floating Charge Assets"** means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 (*Floating Charge*) of the Charge Document;

**"Guarantor"** means, from the date of the Accession Deed, the Chargor;

**"Hedge Counterparty"** means Citibank NA, London Branch;

**"Hedging Arrangements"** means the interest rate swap, cap, floor, collar option or swaption transaction or any other treasury transaction entered into by the Borrower from time to time for the hedging of the interest (or any part of it) payable by the Borrower under the Facility Agreement;

**"Insurance Policies"** means all policies of insurance present and future in which the Chargor has an interest;

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4	Short particulars of all the property charged
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Short particulars	<p>"<b>Intercreditor Deed</b>" means an intercreditor deed to be entered into on or about the date of the Facility Agreement between amongst others the Finance Parties, the Loan Note Trustee and the Borrower;</p> <p>"<b>Investments</b>" means any shares, stocks, debenture security, securities, bonds and investments of any type whatever including but not limited to negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22, and as defined in Part II of Schedule 2, of the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered held by the Chargor or by a trustee or clearance system or nominee;</p> <p>"<b>Junior Debenture</b>" means a debenture to be entered into on or about the date of the Facility Agreement between the Borrower as charger and the Loan Note Trustee as chargee;</p> <p>"<b>Junior Finance Documents</b>" means the Loan Note Instrument, the Loan Notes and the Junior Debenture;</p> <p>"<b>Lender</b>" means</p> <p>a) any Original Lender; and</p> <p>b) any person, bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 26 (<i>Changes to the Lenders</i>) of the Facility Agreement,</p> <p>which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement;</p> <p>"<b>Loan</b>" shall have the meaning given to that term in the Facility Agreement;</p> <p>"<b>Loan Note Instrument</b>" means the instrument constituting £24,000,000 secured loan stock 2010 on or about the date of the Facility Agreement between the Guarantor as issuer and the Loan Note Trustee as security trustee;</p> <p>"<b>Loan Note Trustee</b>" means CMCL;</p> <p>"<b>Loan Notes</b>" means the loan notes issued pursuant to the Loan Note Instrument;</p> <p>"<b>Managing Agent</b>" means any managing agent (or managing agents, as the case may be) of the Properties (or any of them) appointed or approved in accordance with clause 22.10 (<i>Managing Agents</i>) of the Facility Agreement;</p> <p>"<b>Obligors</b>" means the Borrower and the Guarantor, and <b>Obligor</b> means any of them;</p>

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## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

"**Occupational Lease**" means any unconditional agreement for lease or occupational lease or licence of a Secured Property in respect of which the Chargor is landlord or licensor;

"**Original Lenders**" means the financial institutions listed in part 1 of schedule 1 (*The Original Lenders*) of the Facility Agreement;

"**Party**" means a party to the Facility Agreement;

"**Premises**" means any building on a Secured Property;

"**Properties**" means the properties listed in Schedule above (Part 3 of the Schedule in the Charge Document), and **Property** means any of them;

"**Related Rights**" means in respect of any Investment or Subsidiary Share:

a) all moneys paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise),

b) all shares, investments or other assets derived from that Investment or Subsidiary Share, and

c) all rights derived from or incidental to that Investment or Subsidiary Share;

"**Relevant Agreements**" means

a) the Transaction Documents (other than the Finance Documents), and

b) any agreement otherwise designated as a **Relevant Agreement** by the Security Trustee and the Chargor in writing;

"**Relevant Policies**" means any Insurance Policies (other than policies in respect of third party liability) together with all moneys payable in respect of those policies;

"**Rent Account**" shall have the meaning given to that term in the Facility Agreement;

"**Rents**" means:

a) all rents, licence fees and other monies receivable by or on behalf of any Obligor in respect of any leases or tenancies (including without limitation any Occupational Leases and Agreements for Lease) in connection with any Property, whether they are variable or not and however they are described, reserved or made payable,

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Short particulars

- b) any increase of rent payable by virtue of an offer falling within the proviso of Section 3(1) of the Landlord and Tenant Act 1927 and/or any rent payable by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954 or by virtue of a determination or award made by an arbitrator or expert appointed to determine rent on review under any Occupational Lease,
- c) all sums received from any deposit held as security for the performance of any Tenant's obligations to the extent not held on trust for that Tenant,
- d) any premium paid on the grant of any Occupational Lease,
- e) any other monies receivable by any Obligor in connection with the use and/or occupation of any Property and every fixture and fitting therein and any and every fixture thereon for display or advertisement, by any person on licence or otherwise,
- f) the proceeds of any Insurance Policy in respect of any loss of rent or interest thereon,
- g) receipts from the value of any consideration given for the surrender or variation of any letting,
- h) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, any Property,
- i) proceeds paid for a breach of covenant under any Occupational Lease and for expenses incurred in relation to any such breach,
- j) any contribution to a sinking fund paid by a Tenant,
- k) payments from any guarantor in respect of any of the items listed in this definition,
- l) any damages, compensation, settlement or expenses for or representing a loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (which have not been reimbursed to, and are not recoverable by, any Obligor from any party) in furtherance of such proceedings so taken or claim so made,
- m) any interest payable on any sum referred to above,
- n) any other amounts paid to or received by any Obligor in respect of any Property and not otherwise referred to in this definition, and
- o) any VAT on any sum mentioned in this definition;

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### Short particulars of all the property charged

Please give the short particulars of the property charged.

#### Short particulars

**"Scottish Floating Charge"** means the floating charge governed by Scots law granted or to be granted by the Chargor in favour of the Security Trustee dated on or about the date of the Charge Document;

**"Second Shareholder"** means Cirez Limited (a company incorporated in Jersey under number 91277);

**"Secured Assets"** means all of the Chargor's assets and undertaking the subject of any Security created by, under or supplemental to the Charge Document in favour of the Security Trustee;

**"Secured Obligations"** means all the Obligors' moneys and liabilities at the time of the Charge Document or thereafter due, owing or incurred by the Obligors to the Finance Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal, surety or guarantor together with all interest accruing on such moneys and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document except for any obligations which, if it were included in the Charge Document, would result in a contravention of section 151 of the Companies Act 1985, or its equivalent in any other jurisdiction;

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect;

**"Security Documents"** means the security documents referred to in clause 5 (Security) of the Facility Agreement;

**"Secured Property"** means at any time the Properties and all other freehold, heritable, leasehold or commonhold property which is subject to a Security created by, under, pursuant to or supplemental to the Charge Document;

**"Seller"** means Herbel Restaurants (Ireland) Limited (a company incorporated in Ireland under number 194046 and whose registered office is at 2 Harbourmaster Place, International Financial Services Centre, Dublin 1, Ireland);

**"Shareholder"** means the First Shareholder, the Second Shareholder and the Third Shareholder;

**"Subsidiary"** means (i) a subsidiary within the meaning on Section 736 of the Companies Act 1985, and (ii) a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985;

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#### Short particulars

"**Subsidiary Shares**" means all shares present and future held by the  
Chargor in its Subsidiaries (including those listed in Part 2 (*Subsidiary  
Shares*) of the schedule to the Charge Document);

"**Tenant**" means each person occupying the whole or any part of any  
Property under an Occupational Lease;

"**Term Sheet**" means the term sheet issued by the Arranger on 19 March 2007  
and accepted by the Borrower on 23 March 2007;

"**Third Shareholder**" means Sandgate Malthurst Limited (a company  
incorporated in the British Virgin Islands under number 1392787);

"**Transaction**" means the purchase of the entire issued share capital of  
the Guarantor by the Borrower and on lending by the Borrower of part of  
the loan monies borrowed under the Facility Agreement to the Guarantor to  
enable the Guarantor to repay existing indebtedness secured on the  
Properties;

"**Transaction Documents**" means:

a) the Acquisition Documents,

b) (save where such expression is used in clause 24.11 (*Transaction  
Documents*) of the Facility Agreement) the Finance Documents,

c) the Junior Finance Documents,

d) the Occupational Lease,

e) any inter company loan agreements evidencing any inter company loans  
to be made to any Obligor by any other Obligor or any Shareholder in  
connection with the Transaction,

f) a £24,000,000 secured limited recourse participating series 10 note  
due 2009 dated on or about the date of the Facility Agreement issued by  
CMCL in favour of the Borrower,

g) a purchase agreement in relation to the loan note referred to in  
paragraph (f) above dated on or about the date of the Facility Agreement  
between CMCL as issuer and the Borrower as purchaser,

h) a deed of charge relating to the loan note referred to in paragraph (f)  
above dated on or about the date of the Facility Agreement from CMCL in  
favour of the Borrower,

i) any management agreements entered into between any Managing Agent and  
any Obligors in connection with the management of all or any of the  
Properties,



## MG03s - continuation page

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

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### Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

j) any other documents necessary to implement and conclude the  
Transaction, and

k) any other document designated as such by the Agent and the Borrower;  
and

"VAT" means value added tax as provided for in the Value Added Tax Act  
1994 and any other tax of a similar nature