

16631/26  
**MG01**

Particulars of a mortgage or charge



**A fee is payable with this form.**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☒ **What this form is NOT for**  
You cannot use this form to  
particulars of a charge for a  
company. To do this, please  
use form MG01s

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23/07/2010

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COMPANIES HOUSE

**1 Company details**

Company number 0 4 5 4 7 5 8 1

Company name in full Stainton Capital (Foxhound) Limited (the "Company")

3 1 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation ✓ d1 d2 m0 m7 y2 y0 y1 y0

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

05 Debenture (the "Debenture")

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

+ 10  
All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or as principal debtor,  
guarantor, surety or otherwise or as the equivalent  
obligor under the laws of any other jurisdiction)  
of each Charging Company or other Obligor to the  
Security Trustee and the other Secured Parties (or  
any of them) under the Finance Documents together  
with

(a) any refinancing, novation, refunding,  
deferral or extension of or increase in any  
of those obligations or liabilities,

(see attached continuation sheet)

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

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## Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>(b) any further advances and additional facilities which may be made by any Secured Party to any Charging Company and/or any other Obligor under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith,</p> <p>(c) any claim for damages or restitution in the event of rescission by the Charging Companies and/or any other Obligor of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents,</p> <p>(d) any claim against any Charging Company and/or any other Obligor flowing from the recovery by any Charging Company and/or any other Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise,</p> <p>(e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings, and</p> <p>(f) all costs, charges and expenses incurred by the Security Trustee or any other Secured Party in connection with the protection, preservation or enforcement of its rights against the company and/or any other Obligor,</p> <p>(together the "<b>Secured Liabilities</b>")</p> <p>Where</p> <p>"<b>Charging Companies</b>" means the companies listed in Schedule 1 of the Debenture being the Company and Stainton Capital (SMH) Limited (company number 04346751)</p> <p>"<b>Facility Agreement</b>" means the facility agreement originally dated 7 December 2007 as amended and restated pursuant to an amendment and restatement deed dated on or around the date of the Debenture between, <i>inter alia</i>, the Parent and Bank of Scotland plc (as Agent, Hedging Bank, Lender and Security Trustee) as amended, varied, supplemented, novated or replaced from time to time</p> <p>"<b>Finance Documents</b>" means the Finance Documents as defined in the Facility Agreement excluding, for the purpose of this definition, the proviso set out therein</p> <p>"<b>Obligor</b>" means a Borrower or a Guarantor</p> <p>"<b>Parent</b>" means Stainton Capital Holdings Limited (company number 04230628)</p> <p>"<b>Secured Parties</b>" means the Secured Parties as defined in the Facility Agreement or any of them as the context requires and "<b>Secured Party</b>" shall be construed accordingly</p>

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### Particulars of a mortgage or charge

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#### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

"**Security Trustee**" means Bank of Scotland plc, a company incorporated in Scotland with registered number SC327000 and having its registered office at The Mound, Edinburgh EH1 1YZ as agent and trustee for itself and for each of the other Secured Parties on the terms and conditions set out in the Facility Agreement

Words and expressions defined in the Facility Agreement or whose definitions are imported into the Facility Agreement shall bear the same meaning in the Debenture (including, without limitation, the recitals and schedules thereto) unless otherwise defined therein or unless the context otherwise requires

All terms defined in parts 1 and 3 of this Form MG01 shall bear the same meaning in this part 4

**MG01****Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

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

Name Bank of Scotland plc as Security Trustee

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

Name

Address

Postcode

**6 Short particulars of all the property mortgaged or charged**

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

Short particulars

- 1 The Company charges with full title guarantee with the payment and discharge to the Security Trustee (as agent and security trustee for the Secured Parties) of all the Secured Liabilities
  - (a) by way of first fixed charge all its estates and interests in any freehold or leasehold property now or at any time hereafter belonging to it together with all its present and future buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
  - (b) by way of first fixed charge all its plant, machinery, vehicles and other equipment now or at any time hereafter owned by its together with the benefit of any obligations and warranties given to it by the manufacturer or supplier of such plant, machinery, vehicles or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery, vehicles and other equipment,
  - (c) by way of first fixed charge all its Investment Interests,

*(see attached continuation sheet)*

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(d) (to the extent capable of being charged), by way of first fixed charge all its licenses and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, business names, design rights, moral rights, inventions, know-how and rights in confidential information now or at any time belonging to it,</p> <p>(e) by way of first fixed charge its goodwill and uncalled capital both present and future,</p> <p>(f) by way of first fixed charge the book debts and monetary claims due or owing to it in any manner whatsoever both present and future,</p> <p>(g) by way of first fixed charge all balances standing to the credit of any of its current, deposit or other account with the Security Trustee or any other Secured Party or with other banks, lenders, financial institutions or similar third parties and the debt or debts represented thereby, other than any such balances to the extent effectively assigned to the Security Trustee under the Debenture,</p> <p>(h) by way of first fixed charge all its benefits in respect of all contracts and policies of insurance which are from time to time taken out by it or (to the extent of such interest) in which it has an interest, other than any such benefits to the extent effectively assigned to the Security Trustee under the Debenture,</p> <p>(i) by way of first floating charge its undertaking and all its property and assets both present and future (including, without limitation, any property or assets situated in Scotland or governed by Scots Law), other than any property or assets effectively mortgaged, charged by way of fixed charge or assigned to the Security Trustee under the Debenture.</p> <p>2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Debenture</p> <p>3 (a) The Company assigns with full title guarantee absolutely to the Security Trustee (as agent and trustee for the Secured Parties) as security for the payment and discharge of all the Secured Liabilities, all of its right, title and interest, present and future, in and to</p> <p style="padding-left: 40px;">(i) the Insurance Policies, and</p> <p style="padding-left: 40px;">(ii) the Specified Accounts</p> <p>(b) To the extent (if any) that such right, title and/or interest is not assignable, such assignment will operate as an assignment of all proceeds received by the Company under the Insurance Policies or the Specified Accounts (as the case may be) as security for the Secured Liabilities</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>4 A Secured Party may set-off any matured obligation due from any Charging Company under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to any Charging Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.</p> <p>5 The security created by or pursuant to the Debenture and by any Supplemental Mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until discharged by the Security Trustee and shall not cease by reason of any intermediate payment or satisfaction of all or any of the Secured Liabilities or for any other reason.</p> <p>6 Each Charging Company shall from time to time, at the request of the Security Trustee and at the cost of that Charging Company, execute in favour of the Security Trustee (or as it may direct) a Supplemental Mortgage over any freehold or leasehold property which it owns or leases (save for the Excluded Properties) and shall enter into such further or other legal assignments, transfers, mortgages, charges or other documents and do all such other things as in any such case the Security Trustee may require in respect of that Charging Company's estate or interest in any property or assets of whatsoever nature or tenure and wherever situated, for the purpose of more effectively perfecting or protecting the security intended to be provided pursuant to the Debenture, for facilitating the enforcement of such security or to create in favour of the Security Trustee security no more onerous than the security intended to be created pursuant to the Debenture and any Supplemental Mortgage over any property or asset of a Charging Company located in a jurisdiction outside England and Wales provided that a Charging Company shall only be required to register the interests of the Security Trustee in any intellectual property rights following request by the Security Trustee where the Security Trustee reasonably believes that certain of the intellectual property rights are materially significant to the business and operations of the Group or if such request is made following the occurrence of an Event of Default.</p> <p>Where</p> <p><b>"Event of Default"</b> means an Event of Default as defined in the Facility Agreement</p> <p><b>"Excluded Property"</b> means any leasehold property held by a Charging Company under any lease entered into after the date of the Debenture which either precludes absolutely or conditionally (including requiring the consent of any third party) such Charging Company from creating any mortgage or charge over its leasehold interest in that property until the relevant condition or waiver has been satisfied or obtained.</p>

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**Group**" means the Parent, each of its holding companies and each subsidiary of it and/or each of its holding companies from time to time

"**Insurance Policies**" means the insurance policies in which the Company may have an interest (other than insurance in respect of employer's or public liability)

"**Investment Interests**" means all shares and stock in the capital of any company (other than the Shares), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by the Company or held for on behalf of the Company in any manner whatsoever or in which it otherwise has an interest together in all cases with all rights arising in relation thereto

"**Specified Accounts**" means the Rental Income Account (and any renewal (or redesignation thereof) and any other current, deposit or other account with any bank, lender, financial institution or similar third party that may at any time be designated in writing as a Specified Account by the Security Trustee and the Charging Company in whose name the relevant account is maintained

"**Supplemental Mortgage**" means a legal mortgage or charge (in a form required by the Security Trustee) in respect of any Excluded Property or any other freehold or leasehold property at any time belonging to a Charging Company together with all present and future buildings and fixtures (including trade fixtures) and fixed plant machinery from time to time thereon and therein entered into pursuant to the provisions of Clauses 4 10 (Exclusion of leasehold properties) or 19 (Further Assurance) of the Debenture

Words and expressions defined in the Facility Agreement or whose definitions are imported into the Facility Agreement shall bear the same meaning in the Debenture (including, without limitation, the recitals and schedules thereto) unless otherwise defined therein or unless the context otherwise requires.

All terms defined in parts 1, 3 and 4 of this Form MG01 shall bear the same meaning in this part 6

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

### 9 Signature

Please sign the form here

Signature

Signature

X *Dickson Muntio* X

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



# MG01

## Particulars of a 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Ronald Mosedale

Company name Dickson Minto W S.

Address 16 Charlotte Square

Post town Edinburgh

County/Region

Postcode E H 2 4 D F

Country

DX DX 199 Edinburgh

Telephone 0131 225 4455



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### 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 included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



### 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)



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 4547581  
CHARGE NO. 31**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 12 JULY 2010  
AND CREATED BY STANTON CAPITAL (FOXHOUND) LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH CHARGING COMPANY OR OTHER OBLIGOR TO BANK  
OF SCOTLAND PLC AS SECURITY TRUSTEE AND THE OTHER  
SECURED PARTIES (OR ANY OF THEM) ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 23 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JULY 2010

*Dx*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES