

MG01

Particulars of a mortgage or charge



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LASERFORM

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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
form MG01s

WEDNESDAY



APC5SZ3A

A05

09/11/2011

350

COMPANIES HOUSE

1

Company details

Company number

0 6 9 0 5 6 9 3

Company name in full

Minto Assets Limited (the "Company")

3

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

d2 d4 m1 m0 y2 y0 y1 y1

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

Debenture ("Charge")

4

Amount secured

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

Amount secured

(a) All present and future obligations and
liabilities (whether actual or contingent, whether
owed jointly, severally or in any other capacity
whatsoever and of whatsoever amount) (and whether
on or at any time after demand) be due, owing or
incurred in whatsoever manner to the Bank by the
Company and whether or not the Bank shall have been
an original party to the relevant transaction,

(b) All costs, charges and expenses incurred
hereunder by the Bank and/or any Receiver, and all
other monies paid by the Bank and/or any Receiver
in connection with the Charge or the Property or
the Charged Assets including without prejudice to
the generality of the foregoing, the costs shall
include all costs incurred by or charged to the
Bank (on a full indemnity basis) in taking,

Continuation page

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

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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	Unity Trust Bank plc (the "Bank")	
Address	Nine Brindleyplace	
	Birmingham	
Postcode	B 1 2 H B	
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	<p>Under clause 1 of the Charge the Company covenants with the Bank to pay or discharge to the Bank on demand the Company's Indebtedness;</p> <p>Under clause 2 of the Charge the Company with Full Title Guarantee charges and mortgages (as set out below) to the Bank as a continuing security for the payment and discharge on demand of the Company's Indebtedness the following:-</p> <p>(a) by way of legal mortgage all freehold and leasehold property (including heritable property situate in Scotland) of the Company at the date of the Charge (including the Property) and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property,</p> <p>(b) by way of fixed charge all estates and interests of the Company in freehold, leasehold property (including heritable property situate in Scotland) and other immovable property (wherever situate), now or at any time hereafter during the continuance of the security belonging to or charged to the Company and the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property,</p> <p>(c) by way of fixed charge the benefit of all its rights, present and future, under covenants for title given in relation to the Property and the benefit of all its rights, present and future, against any lessee, sub-lessee, licensee or other occupier of the Property for the time being (including rights to rental income, licence fees, mesne profits and other income) and, in each case, its rights against guarantors and sureties for the obligations of such persons;</p> <p>(d) by way of fixed charge the benefit of all its rights, present and future, under any contract for the sale, letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property,</p>	

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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

NIL

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)

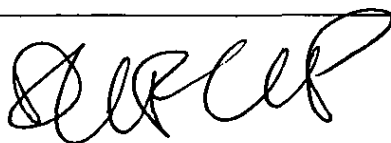
9 Signature

Please sign the form here

Signature

Signature

X



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 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 31100.14

Company name DWF LLP

Address 5 St Paul's Square

Old Hall Street

Post town Liverpool

County/Region

Postcode L 3 9 A E

Country

DX 14128 Liverpool

Telephone 0151 907 3000



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 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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>perfecting, enforcing or exercising (or attempting to perfect, enforce or exercise) any power under the Charge;</p> <p>(c) interest discount commission or other lawful charges and expenses which the Bank may, in the course of its business, charge in respect of any of the matters aforesaid or for keeping the Company's accounts(s), and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand or judgment or the insolvency of the Company</p> <p>"Company's Indebtedness"</p>	

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Short particulars	Please give the short particulars of the property mortgaged or charged	
	(e) by way of fixed charge the benefit of all its rights, present and future, against persons in connection with any works carried out and/or services and/or goods supplied in the design, construction, fitting out, repair or replacement of the Property;	
	(f) by way of fixed charge all licences, consents and authorisations (both public and private), present and future, held by it in connection with any of its activities,	
	(g) by way of fixed charge all its present and future plant and machinery (save to the extent that such plant and machinery forms part of its stock in trade or work in progress);	
	(h) by way of fixed charge all its present and future vehicles (save to the extent that such vehicles forms part of its stock in trade or work in progress);	
	(i) by way of fixed charge all its present and future computers (save to the extent that such computers forms part of its stock in trade or work in progress);	
	(j) by way of fixed charge all its present and future office equipment (save to the extent that such office equipment forms part of its stock in trade or work in progress);	
	(k) by way of fixed charge all other equipment present and future not more particularly charged by clause 2.1 of the Charge (unless it forms part of its stock in trade or work in progress) together with all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and service records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement;	
	(l) by way of fixed charge all its goodwill and uncalled capital, present and future;	
	(m) by way of fixed charge all stocks, shares and other securities (including debt securities) and interests in any unincorporated business or entity, now and at any time during the continuance of the security owned by the Company, together with all rights, benefits and property (including dividend and other income) offered, arising or accruing in relation thereto;	
	(n) by way of fixed charge all interests in and rights under policies of insurance and assurance now or at any time during the continuance of the security created by the Charge belonging to the Company, and all its rights, present and future, to other compensation monies from time to time payable in respect of the Charged Assets,	
	(o) by way of fixed charge all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know-how, inventions, confidential information and other	

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intellectual property rights, including the benefit of any pending applications for any of them, now or at any time during the continuance of the security created by the Charge belonging to the Company, including all the Company's rights under any agreements, both present or future, relating to the use or exploitation of such rights;

(p) by way of fixed charge:

- (1) all Book Debts,
- (11) all Payment Obligations,
- (111) all Refundables.

which together (the Book Debts, Payment Obligations and Refundables) are "Receivables" and reference to "Book Debts", "Payment Obligations", "Refundables" and "Receivables" shall include the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and Encumbrances

(q) by way of fixed charge, with effect from the opening or establishment of any Collections Account (as defined in the Charge), all monies standing to the credit of such Collections Account,

(r) by way of fixed charge all Account Balances (not being charged by clause 2 1.17 of the Charge),

(s) by way of floating charge all its undertaking, property and assets, whatever and wherever, both present and future except to the extent effectively charged under the preceding provisions of clause 2.1 of the Charge;

(t) The fixed charges created by clauses 2.1.1 to 2 1.18 inclusive of the Charge shall, in each case, include all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and services records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement.

Under clause 3 of the Charge the Company undertakes and covenants with the Bank

(a) It will not, without the prior written consent of the Bank, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily, sell or transfer the Charged Assets, provided that disposal of the Charged Assets (excluding the Property) will be permitted in the ordinary course of the Company's business.

(b) It will not create or permit to subsist any security, mortgage, charge, security agreement, guarantee, pledge, lien on any Charged Assets other than the Standard Security.

(c) The Bank shall have full power to settle and adjust with the insurers all questions with respect to the amount of any liability of the

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insurers and the Company irrevocably appoints the Bank by way of security as the attorney of the Company on behalf of and in the name of the Company and to receive and give a good discharge for any monies arising in respect of the Charged Assets under any Insurance Policy, whether effected by the Bank or not

(d) It will collect, or accept payment of and receive, in each case as agent for the Bank, all Receivables and, immediately upon receipt, pay all monies which it may receive in respect of any Receivables or in respect of any other rights charged to the Bank by way of fixed charge under the Charge into such specially designated account(s) as the Bank may from time to time direct (each such account together with all additions to or renewals or replacements thereof being a "Collections Account") and, pending such payment, hold all monies so received upon trust for the Bank.

(e) It will not be entitled, and shall not attempt, to withdraw or transfer any monies standing to the credit of a Collections Account without the prior consent of the Bank and the Bank may in its absolute discretion withhold such consent;

(f) it will on demand by the Bank execute a legal assignment of any or all of the Receivables in such form as the Bank may require and give notice of such assignment to the debtors and take such other steps as the Bank may wish to perfect such assignment,

(g) It will deal with the Receivables in accordance with any directions from time to time given in writing by the Bank and, in addition to its obligations under clauses 3.40 to 3.44 of the Charge not, without the prior written consent of the Bank, release set-off, grant time or indulgence or otherwise deal with the Receivables save in accordance with clause 3.43 of the Charge.

Under clause 4 of the Charge

1 The Charge is immediately enforceable at any time after the occurrence of an Event of Default whereupon the Bank may, without notice to the Company, in its absolute discretion.

(a) enforce all or any part of the Charge (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of any asset which is secured in favour of the Bank, and

(b) whether or not it has appointed a Receiver, exercise all or any of the powers, authorisations and discretions conferred by the Law of Property Act 1925 (as varied or extended by the Charge) on mortgagees and on any Receiver or otherwise conferred by law on mortgagees or Receivers

2. The Bank may at any time while the Charge is enforceable by notice to the Company convert any floating charge granted by the Company with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice.

3. Without prejudice to any ³ rule of law which may have a similar CHFP025 Laserform International 5/10

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effect, any floating charge constituted under the Charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge upon the occurrence of:

(a) the presentation of an application to the court for the making of an administration order in relation to the Company, or

(b) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Borrower or files such notice with the court.

4. The power of sale or other disposal conferred on the Bank and on the Receiver by any Facility Letter shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Company's Indebtedness shall be deemed due and payable for that purpose) on execution of the Charge

5. Sections 93 and 103 of the Law of Property Act 1925 shall not apply to the Charge or to the exercise by the Bank of its right to consolidate all or any of the security constituted by the Charge with any Security Document in existence at any time or to its power of sale, which powers may be exercised by the Bank without notice to a Borrower on or at any time after the occurrence of an Event of Default

6. The statutory powers of leasing may be exercised by the Bank at any time on or after the occurrence of an Event of Default and the Bank and the Receiver may make any Lease or agreement for lease, accept surrenders of Leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

7. The protection given to purchasers from a mortgagee in Sections 104 and 107 of the Law of Property Act 1925 and Section 42(3) of the Insolvency Act 1986 will apply equally to purchasers and any other persons dealing with a Receiver or the Bank and no purchaser or other person dealing with the Bank or any Receiver will be bound to see or inquire whether the right of the Bank or such Receiver to exercise any of its or his powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Bank or such Receiver in such dealings

8. Neither the Bank nor any Receiver will be liable to account as mortgagee or mortgagee in possession in respect of any asset which is secured in favour of the Bank or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with any asset which is secured in favour of the Bank for which a mortgagee or mortgagee in possession might as such be liable

9. The Bank and any Receiver may from time to time delegate by power of attorney or otherwise to any person any of the powers and discretions of the Bank or the Receiver under any Facility Letter (whether arising by statute, the provisions of any Facility Letter or otherwise) upon such terms and for such periods of time as it may think fit and may determine

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any such delegation. Neither the Bank nor any Receiver will be liable to a Borrower for any loss or damage arising from any act, default, omission or misconduct of any such delegate and references in the Charge to the Bank or to any Receiver will where the context so admits include references to any such delegates so appointed

10 The Company will not have the power pursuant to Section 99 of the Law of Property Act 1925, to grant any Lease in respect of the Property without the prior consent of the Bank

11. The powers conferred hereunder or by the Facility Letter on the Bank and any Receiver are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law and in the case of any conflict between the powers contained in any such Act and those conferred by the Charge the terms therein prevail.

Under clause 5 of the Charge

1. the Bank may at any time after having been requested to do so by the Company or after the Charge becomes enforceable, by deed or otherwise (acting through an authorised officer of the Bank), without prior notice to the Company:

(1) appoint one or more persons to be a Receiver of the whole or any part of any assets which is secured in favour of the Bank;

(2) remove (so far as it is lawfully able) any Receiver so appointed,

(3) appoint another person(s) as an additional or replacement Receiver(s), and/or

(4) appoint one or more persons to be an administrator of the Company

2 Each person appointed to be a Receiver pursuant to the Charge will be -

(1) entitled to act individually or together with any other person appointed or substituted as Receiver;

(2) deemed for all purposes to be the agent of the Company and the Company shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Bank; and

(3) entitled to remuneration for his services at a rate to be fixed by the Bank from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925)

3 The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Bank under the Law of Property Act 1925 (as extended by the Charge) the Insolvency Act 1986 (as

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extended by the Charge) or otherwise and such powers shall remain exercisable from time to time by the Bank in respect of any part of any asset which is secured in favour of the Bank.

4. Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up, dissolution, death or mental incapacity of the Company) have and be entitled to exercise, in relation to any asset which is secured in favour of the Bank in respect of which he was appointed, and as varied and extended by the provisions of the Charge (in the name of or on behalf of the Company or in his own name and, in each case, at the cost of the Company).

(1) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;

(2) where the Company is a body corporate, all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986,

(3) all the powers and rights of an absolute owner and power to do or omit to do anything which the Company itself could do or omit to do, and

(4) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Company) which seem to the Receiver to be incidental or conducive to

(1) any of the functions, powers, authorities or discretions conferred on or vested in him;

(11) the exercise of any rights, powers and remedies of the Bank provided by or pursuant to the Charge or by law (including realisation of all or any part of any asset which is secured in favour of the Bank); or

(111) bringing to his hands any assets of the Company forming part of, or which when got in would be, the assets secured in favour of the Bank.

5. The receipt of the Bank or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any asset which is secured in favour of the Bank or making any acquisition, the Bank or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit

6. No purchaser or other person dealing with the Bank or any Receiver shall be bound to inquire whether the right to the Bank or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Bank or such Receiver in such dealings.

7 Any liberty or power which may be exercised or any determination which may be made under the Charge by the Bank or any Receiver may be exercised or made in its absolute and unfettered discretion without any

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obligation to give reasons.

Under clause 6 of the Charge:

1 All moneys received or recovered by the Bank or any Receiver pursuant to the Charge or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied towards the following items in the following order:

(i) first, in the payment of all costs, charges and expenses of and incidental to the Receiver's appointment and his remuneration,

(ii) second, in the payment or the discharge of any liabilities incurred by a Receiver in the exercise of any powers of the Receiver;

(iii) third, in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of Section 109(8) of the Law of Property Act 1925 (in or towards any payment of any debts or claims which are by statute payable in preference to the Bank but only to the extent to which such debts or claims shall have such preference); and

(iv) fourth, in or towards the satisfaction of the Company's Indebtedness in such order as the Bank shall direct, and

(v) thereafter, any surplus being paid to the person then entitled to such surplus.

The above shall override any appropriation made by the Company

Under clause 7 of the Charge:

1. The Company by way of security agrees to irrevocably appoint the Bank and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable to:

(i) carry out or fulfil any obligation imposed on that Company by any Facility Letter or by the Charge (including the execution and delivery of any deeds, charges, assignments, notices or other security and any transfers of any asset which is secured in favour of the Bank); and/or

(ii) enable the Bank or any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to any Facility Letter, by the Charge or by law (including, after any Facility Letter becomes enforceable, the exercise of any right of a legal or beneficial owner of any asset which is secured in favour of the Bank)

2. The Company agrees to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

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Definitions

"Account Balances" means all monies standing to the credit of the Company from time to time on any and all accounts with any bank or financial institution,

"Book Debts" means all present and future debts of the Company;

"the Bank" means Unity Trust Bank plc including persons deriving title under it, its successors and assigns and any company with which it may amalgamate to the intent that the Charge shall constitute a continuing security in favour of such new company as if it had been expressly named in the Charge instead of Unity Trust Bank plc,

"the Company" includes its successors and assigns his/their executors and administrators and (in addition) any committee receiver administrator or other person lawfully acting on behalf of every such party (although no personal liability shall attach to any authorised agent or attorney signing as such) and if the Charge is executed by two or more parties the word "Company" shall be construed to refer to each of such parties separately as if each such party had executed a separate charge in the form of the Charge,

"the Charged Assets" means all property, assets and rights of the Company, both present and future which are for the time being subject to the security created by or pursuant to the Charge and (unless the context requires otherwise) shall include each and every part thereof;

"this Debenture" shall be construed as including each separate or independent stipulation or agreement herein contained;

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, lien (save where arising by operation of law in the usual course of business), hypothecation, preferential right (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security, or other security interest of any kind;

"Environmental Laws" means all laws, directives, regulations and codes of practice having effect in the United Kingdom from time to time which either legislate for or which in any way directly or indirectly concern the protection of the environment, human health, conditions in the workplace or the generation, transportation, storage, treatment or disposal of substances of any description which either alone or in combination with other substances are capable of causing harm to any living organism or to material objects or structures;

"Event of Default" means:

(a) any of the Company's Indebtedness not paid or discharged when the same ought to be paid or discharged by the Company (whether on demand, at schedule maturity, by acceleration or otherwise, as the case may be), or

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(b) the Company is in breach of any of its obligations under a Security Document and that breach (if capable of remedy) has not been remedied to the satisfaction of the Bank within 14 days of notice by the Bank to the Company to remedy the breach, or

(c) there occurs one of the events of default set out in the offer of loan or loans made or to be made by the Bank to the Company

"Facility Letter" means any letter of offer, facility letter or offer to make further loans to the Company in which the Bank agrees to provide loan facilities or other financial accommodation to the Company (as amended, supplemented or varied from time to time),

"Insurance Policy" means each contract of insurance or assurance in which the Company has an interest;

"Insured Risks" means fire, explosion, collision, impact, storm, flood, lightning, landslip, subsidence, burst pipes, malicious damage, acts of terrorism, three months' loss of rent, third party and public liability and such other risks as the Bank may from time to time reasonably require,

"Lease" means any lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of the Property and any agreement for the grant of a Lease,

"Licences" includes (but is not limited to) justices licences, supper hours licences, gaming licences, extended hours licences, premises licences, certificates of registration in respect of a nursing home or a residential home or any other licences required for or related to the Company's business or use of the Charged Assets;

"Loan" means the loan or loans made or to be made by the Bank to the Company pursuant to the terms of the Facility Letter or the principal amount of that loan outstanding for the time being,

"Payment Obligations" means all present and future debts (other than Book Debts) and monetary claims and all other amounts recoverable or receivable (whether ascertained or not) by the Company or due or owing to the Company,

"person" includes any person, firm, company, corporation, government, state or agency of a state, association, unincorporated body or persons, trust or partnership (whether or not having a separate legal personality) and any two or more of the foregoing;

"the Property" means the freehold property comprising the subjects on the south east side of and bounded on the north west by Minto Avenue, Altens Industrial Estate, Altens, Aberdeen registered in the Land Register of Scotland with Title Number KNC20309 and shall include all buildings, structures, fixtures (including trade and tenant's fixtures) from time to time on or in any such property

"Receiver" means any person, whether or not an employee or officer of the

MG01 - continuation page

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

Bank, appointed by the Bank as a Receiver and/or manager of the security given by the Company to the Bank whether such appointment is pursuant to the Law of Property Act 1925 or otherwise;

"Refundables" means all present and future payments of or entitlements to claim payment or repayment of any taxes, insurance premiums or other over-payments by the Company.

"Security Document" means each Legal Charge, Debenture, Guarantee, Deed of Priority, Professional Warranty and any other document creating or purporting to create security over assets of the Company as security for the Company's Indebtedness.

"Standard Security" means the standard security between the Company and the Bank in respect of all and whole the subjects known as and forming the subjects lying on the north east side of and bounded on the north west by Minto Avenue, Altens Industrial Estate Altens, Aberdeen, being the subjects registered in the Land Register of Scotland under Title Number KNC20309 dated on or around the date of the Charge.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6905693
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 OCTOBER
2011 AND CREATED BY MINTO ASSETS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO UNITY TRUST BANK PLC AND/OR ANY
RECEIVER 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
9 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 NOVEMBER
2011

DT



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES