

222492 £13  
**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 register  
particulars of a charge or mortgage  
company. To do this, use form MG01s



TUESDAY  
RCS 29/11/2011 285  
COMPANIES HOUSE e  
\*AEBBJZXP\*  
A12 09/12/2011 191  
COMPANIES HOUSE  
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A11 29/11/2011 151  
COMPANIES HOUSE

**1 Company details**

Company number 0 6 9 0 5 6 9 3  
Company name in full Minto Assets Limited (the "Company")

4 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 d6 m1 m1 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 Standard Security

**4 Amount secured**

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

4  
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 by the Bank in  
connection with the Standard Security including without prejudice to  
the generality of the foregoing, all costs incurred by or charged to the  
Bank (on a full indemnity basis) in taking, perfecting, enforcing or  
exercising (or attempting to perfect, enforce or exercise) any power  
under the Standard Security, and  
(c) interest discount commission or other lawful charges and  
expenses which the Bank may, in the course of its business,

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

**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	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Unity Trust Bank plc (the "Bank") and its subsidiaries	
Address	for the time being including its respective successors	
	and assignees (the "Bank")	
Postcode		
Name		
Address	Nine Brindleyplace, Birmingham	
Postcode		

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

	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>Under the Standard Security, the Company grants a Standard Security in favour of the Bank over all and whole the subjects known as and forming the subjects lying on the south east 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</p> <p>The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (the "1970 Act") and any lawful variation thereof operative for the time being shall apply to the Standard Security, and the Standard Conditions shall be varied to the effect that</p> <p>(a) The Company shall not at any time, whilst the security created by the Standard Security shall remain undischarged, do any of the following without the prior consent in writing of the Bank which consent, if granted, may be granted subject to such conditions as the Bank may in its entire discretion see fit to impose</p> <p>(i) create or agree to create or purport to create any subsequent security over the subjects secured by the Standard Security or any part thereof,</p> <p>(ii) sell or offer to sell or agree to sell or convey or dispo (otherwise than by mortis causa deed) any interest in the subjects secured by the Standard Security or any part thereof,</p> <p>(iii) make any alteration in the use of the subjects secured by the Standard Security,</p> <p>(iv) let or sub-let or agree to let or sub-let the subjects secured by the Standard Security or any part therefor or in any way part with the occupation of the subjects secured by the Standard Security or any part thereof,</p> <p>(v) make application for or accept any improvement grant, repair grant or other similar grant in respect of the subjects secured by the Standard Security or any part thereof</p> <p>The Bank upon entering into possession of the subjects secured by the Standard Security shall become and be the agent of the Company with authority at the expense of the Company to remove, store, preserve, sell or otherwise dispose of any moveable property in or upon the subjects secured by the Standard Security which the Company shall refuse or omit to remove from the subjects secured by the Standard Security in such manner as the Bank may think fit, without the Bank,</p>	

# 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

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 DUFUP

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 ERC 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](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)**

## MG01 - continuation page

### 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

charge in respect of any of the matters aforesaid or for keeping the Company's account(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 judgement or the insolvency of the Company

("Company's Indebtedness")

# 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

without the Bank being liable for any loss or damage occasioned by the exercise of this power

The Company shall vacate the subjects secured by the Standard Security in so far as occupied by it or its servants and shall give the Bank immediate possession thereof on the expiry of the period of seven days after the posting of a notice by recorded delivery given by or on behalf of the Bank and addressed to the Company at its registered office address given at any time after the Bank shall have become entitled to enter into possession of the subjects secured by the Standard Security.

The Company agrees that a Warrant of Summary Execution may competently proceed against it in the Sheriff Court of County in which the subjects secured by the Standard Security are situated at the instance of the Bank.

The Company shall keep the Bank indemnified from and against all actions, proceedings, claims, expenses and damages occasioned by any breach of any undertaking obligation or stipulation or the non-payment of any outgoings. All expenses and outlays incurred by the Bank and by any of its Officers, Solicitors, Surveyors or Agents in connection with the preparation, execution and recording of the Standard Security and of any variation, restriction or discharge of the Standard Security or in connection with any default under the Standard Security or the collection of any sums of money due and not timeously paid under the Standard Security or under the Company's Indebtedness and all expenses reasonably incurred by the Bank in calling up the security and realising or attempting to realise the subjects of the Standard Security or any part thereof and exercising any other powers conferred on it by the Standard Security or by the Company's Indebtedness shall be payable by the Company to the Bank on an agent and client basis on demand and until so paid shall be part of the monies secured by the Standard Security and Standard Condition 12 is excluded.

The Bank may at any time after entering into possession of the subjects secured by the Standard Security, relinquish such possession on giving written notice to the Company

The Company assigns to the Bank all claims and rights competent or that may become competent to it to payments of compensation under any statute or by reason of any compulsory acquisition, requisitioning, variation or discharge of land conditions or other exercise of statutory powers or rights or fulfilment of statutory obligations or by reason of any refusal, withdrawal or notification of planning permission or any control or limitation imposed upon or affecting the use of the subjects secured by the Standard Security

The powers available to the Bank under the Standard Security are in addition to and without prejudice to and not in substitution for all other powers and remedies competent to the Bank by statute or at common law.

# 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

# MG09

## Certificate of registration of a charge comprising property situated in another UK jurisdiction



✓ **What this form is for**  
You may use this form to give notice  
of a certificate of registration of a  
charge comprising property situated  
in another UK jurisdiction

✗ **What this form is NOT for**  
You cannot use this form as a  
certificate of registration of a charge  
for a company registered  
in Scotland

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

### 1 Company details

Company number 0 6 9 0 5 6 9 3

Company name in full Minto Assets Limited

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 charge presented

Date of, and parties to, the charge It is hereby certified that the charge ①

was presented for registration on

d1 d6 m1 m1 y2 y0 y1 y1

Jurisdiction

in ②

- ☒ Scotland  
☐ England and Wales  
☐ Northern Ireland

- ① As described on form MG01  
'Particulars of a mortgage  
or charge'  
② Please tick as appropriate

### 3 Signature

Please sign the form here

Signature

Signature

X DWF LLP X

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



## MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



### 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 ERC - N31100 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



### 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 shown the date of, and parties to, the charge in Section 2
- ☐ You have declared where the charge was presented for registration
- ☐ You have enclosed the form MG01 and a verified copy of the deed
- ☐ 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



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**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)**



**FILE COPY**

**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. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH  
WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 16  
NOVEMBER 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 ITS  
SUBSIDIARIES FOR THE TIME BEING INCLUDING ITS  
RESPECTIVE SUCCESSORS AND ASSIGNEES 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 29 NOVEMBER  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 DECEMBER  
2011

*OX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES