

MG01

Particulars of a mortgage or charge



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LASERFORM

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

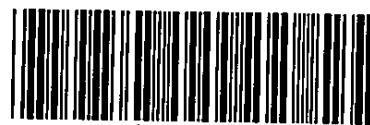
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
register particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



APZD9T3G
A10 07/04/2011 33
COMPANIES HOUSE

1

Company details

Company number

0 2 1 8 4 0 8 4

Company name in full

Mersey Docks Property Holdings Limited (the
"Chargor")

8

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

d3 d0 m0 m3 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

Deed of Charge over Shares (the "Charge")

4

Amount secured

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

Amount secured

The Loan and all moneys, obligations and
liabilities which may now or at any time in the
future be due, owing or incurred by any Group
Member to the Lender or the Trustee under the
Security Documents or the Loan Agreement, whether
present or future, actual or contingent on any
account whatsoever and in any manner whatsoever and
as principal or surety and whether alone or jointly
with any other person or parties including, without
limitation, interest, legal and other costs,
charges and expenses ("Indebtedness")

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

Continuation page

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

Name Aviva Commercial Finance Limited (the "Trustee")

Address 37 Surrey Street, Norwich, Norfolk

Postcode N R 1 3 U Y

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 Please see relevant continuation sheet.

MG01

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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



FOR AND ON BEHALF OF
MURRAY MURRAY

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 Helen Tomlinson

Company name Maclay Murray & Spens LLP

Address One London Wall

Post town London

County/Region

Postcode E C 2 Y 5 A B

Country United Kingdom

DX 123

Telephone 020 7002 8500



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

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged	
Short particulars		Please give the short particulars of the property mortgaged or charged
		<p>1 COVENANT TO PAY</p> <p>1.1 The Chargor as principal debtor and not merely as surety covenants to the Trustee that it will (immediately when the same becomes due and payable) pay and discharge to the Trustee (on behalf of each member of the Lender's Group) the Indebtedness</p> <p>1.2 In addition to its obligations under the Deed, as set out in Clause 1.1 above, and separate therefrom, the Chargor, guarantees to each member of the Lender's Group the due and punctual payment by each other Group Member of the Indebtedness and agrees to indemnify the Trustee from and against any loss incurred by any member of the Lender's Group as a result of any other Group Member failing to pay the Indebtedness or as a result of the Indebtedness being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever whether known to the Trustee or any other member of the Lender's Group or not.</p> <p>1.3 The Chargor agrees to pay to the Trustee, in respect of the Indebtedness, interest under the Charge accruing due from first demand by the Trustee of the Chargor until actual payment (as well after as before any further demand or judgment or the liquidation of the Chargor) at the rate of interest payable or deemed to be payable by the relevant Group Member in respect of the Indebtedness as calculated and compounded in accordance with any relevant agreement between the Trustee (or any other member of the Lender's Group) and the relevant Group Member with respect to the Indebtedness regardless of whether such agreement has been determined or, in the absence of any such agreement, failing such agreement, at the rate per annum which is two per cent. (2%) above the cost of funds to the relevant Lender (as conclusively determined by such member of the Lender's Group).</p> <p>1.4 Neither the covenant to pay in the Deed and set out in Clause 1.1 above nor the obligation to pay interest pursuant to the Deed and set out in Clause 1.3 above nor the security created by the Charge shall extend to or include any liability or sum which would, but for this Clause 1.4 cause such covenant, liability or security to be unlawful under any applicable law.</p> <p>2 SECURITY</p> <p>2.1 The Chargor, with full title guarantee and to the intent that the security created shall rank as a continuing security as aforesaid for the Indebtedness:</p> <p>2.1.1 charges to the Trustee by way of first fixed charge the Shares, the certificates or other documents of title to which, together with transfers thereof duly executed by the Chargor with the name of the transferee, date and the consideration left blank; and</p> <p>2.1.2 assigns to the Trustee by way of security all of its right, title and interest to and in the Distributions</p> <p>2.2 The Trustee agrees that it shall not register all or any of the transfers referred to in Clause 2.1.1 above prior to the date of the occurrence of an Event of Default (and shall not, in any</p>

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>event, be obliged to do so).</p> <p>3 COVENANTS</p> <p>3 1 For so long as it remains bound by the provisions of the Charge the Chargor shall not without the prior written consent of the Trustee:-</p> <p>3.1.1 assign, charge or in any other way divert the payment of any Distributions or any other moneys payable in respect of the Shares or any part thereof away from the Chargor (other than in accordance with the terms hereof);</p> <p>3 1.2 enter into or permit to subsist any Encumbrance over the Shares or over any of its other assets charged in favour of the Trustee,</p> <p>3 1.3 dispose of the Shares or any part of them or agree so to do, and for these purposes the term "dispose" shall include any form of disposal of any interest in any asset including (without limitation) any transfer, declaration of trust, assignment, sale or the creation of any other form of legal or equitable interest in or over any asset or any option in respect of any of the foregoing;</p> <p>3 1.4 amend its Memorandum or Articles of Association in a way which will contravene or result in a contravention of any provision of the Charge; or</p> <p>3.1 5 enter into any agreement which has or is likely to have a material adverse affect upon the Chargor's ability to perform its obligations under the Charge.</p> <p>4 CONTINUING SECURITY</p> <p>4 1 The security created by the Charge shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or part of the Indebtedness but shall be a continuing security for all the Indebtedness.</p> <p>4 2 The security created by the Charge shall be in addition to and shall not in any way be prejudiced or affected by any collateral or other Encumbrance now or hereafter held or judgment or order obtained by the Trustee or any Lender for all or any part of the Indebtedness or the omission of the Trustee or any Lender to claim payment from the Chargor or any other person nor shall such collateral or other Encumbrance, judgment or order or any lien to which the Trustee or any Lender may otherwise be entitled (including any Encumbrance prior to the date of the Charge) or the liability of any person not party hereto for all or any part of the Indebtedness be in any way prejudiced or affected by the Charge</p> <p>Definitions</p> <p>"Borrowing Group" means Peel Investments (Land and Property) No 1 Limited (Company Number 7546566) and any company from time to time</p>	

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

which is a subsidiary or subsidiary undertaking of that company and any entity which would, but for the fact its shares are mortgaged to a third party, otherwise fall within this definition;

"Charge" shall have the meaning given in Panel 3 of this MG01,

"Company" means means Princes Dock Office No.8 Limited (company number 3313898), a company registered in England and Wales, whose registered office is at The Dome, The Trafford Centre, Manchester M17 8PL;

"Distributions" includes dividends, interest and other sums payable on account of the Shares,

"Encumbrance" means any mortgage, standard security, pledge, lien, hypothecation, title retention, charge, assignment or assignation by way of security or other agreement or arrangement conferring a security interest granted in connection with the Loan Agreement;

"Event of Default" has the meaning given in the Loan Agreement and means any condition, act or event referred to in Clause 16.1 of the Loan Agreement;

"Group Member" means each member of the Borrowing Group from time to time which has an obligation to any Lender in relation to the Indebtedness;

"Lender" means Aviva Commercial Finance Limited (06495536);

"Lender's Group" means.

- (a) the Lender, the Trustee and Aviva plc,
- (b) any company which is or becomes a holding company of any such company or subsidiary or associate of any such company or holding company; and
- (c) any company which would, but for the fact its shares are mortgaged to a third party, be a member of the Lender's Group,

but excluding any company which would only be a member of the Lender's Group solely because another member of the Lender's Group has security over the shares in that company,

"Loan" means means the aggregate principal amount from time to time outstanding under the Loan Agreement together with all other amounts due from the Chargor to the Trustee under the Loan Agreement,

"Loan Agreement" means a term loan facility agreement dated on or about the date of the Charge (as amended, supplemented and/or varied from time to time) between the Trustee (as lender) and the Borrower;

"Shares" means all of the ordinary shares present and future in

MG06 - continuation page

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Short particulars

the Company held by the Chargor; and

"**Security Documents**" has the meaning given to it in the Loan Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2184084
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE OVER SHARES
DATED 30 MARCH 2011 AND CREATED BY MERSEY DOCKS
PROPERTY HOLDINGS LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY GROUP MEMBER TO
AVIVA COMMERCIAL FINANCE LIMITED (THE TRUSTEE) OR
THE TRUSTEE 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
7 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2011



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**