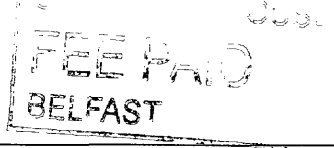


MG01

Particulars of a mortgage or charge



041100/182  
**iris**  
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 re-  
gister particulars of a charge for a Sc  
company. To do this, please use  
form MG01s

THURSDAY



\*APVR4T3L\*

A27

07/04/2011

230

COMPANIES HOUSE

**1 Company details**

Company number N I 0 1 2 8 4 9  
Company name in full Princes Dock Development Company No 4 Limited  
(the "Company")

For official use  
4

→ **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 d 3 d 0 m 0 m 3 y 2 y 0 y 1 y 1

**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 Legal Charge (the "Deed")

**4 Amount secured**

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

Amount secured Please see relevant continuation sheet

**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 Sentinel House, 37 Surrey Street

Norwich

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

## 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



REGISTERED

COMPANY

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](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

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**")

# 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

- 1 **COVENANT TO PAY**
  - 1 1 The Company 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 the Lender's Group) the Indebtedness
  - 1 2 In addition to its obligations in the Deed as set out in Clause 1 1 above and separate therefrom, the Company, jointly and severally, 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 a Lender or another member of the Lender's Group or not
  - 1 3 The Company agrees to pay, in respect of the Indebtedness, interest under the Deed accruing due to each member of the Lender's Group from first demand of the Company until actual payment (after as well as before any further demand or judgment or the liquidation of any Group Member) at the rate of interest payable or deemed to be payable by the Group Member in respect of the Indebtedness as calculated and compounded in accordance with the agreement between the relevant member of the Lender's Group and the Group Member with respect to the Indebtedness regardless of whether such agreement has been determined or, in the absence of any such agreement, at the rate which is two per cent (2%) above the cost of funds to the relevant member of the Lender's Group (as determined by the relevant member of the Lender's Group)
- 2 **CHARGE**
  - 2 1 As security for the payment and discharge of its obligations and in respect of the Indebtedness, the Company with full title guarantee, and to the intent that the security created shall rank as a continuing security, charges to the Trustee -
    - 2 1 1 by way of legal mortgage, those parts of the Property as described in the Schedule below,
    - 2 1 2 by way of fixed charge, all moneys from time to time deposited with the Trustee on the terms set out in Schedule 6 of the Deed,
    - 2 1 3 by way of floating charge, such of its Undertaking which is not otherwise from time to time effectively assigned, mortgaged or charged pursuant to the Deed as set out in Clauses 2 1 1, 2 1 2 or 2 2 herein or pursuant to a standard security granted in favour of the Trustee or any other member of the Lender's Group by any Group Member in security of the Indebtedness, and
    - 2 1 4 (to the extent not effectively assigned in the Deed as set out in Clause 2 2 below) by way of fixed charge the assets (including present and future property, contracts, revenues

# 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

and rights of every description) which are specified in said Clause 2 2 below

2 2 As security for the payment and discharge of its obligations and in respect of the Indebtedness, the Company with full title guarantee assigns absolutely and agrees to assign absolutely to the Trustee (subject to re assignment on discharge of the Indebtedness) all rights and claims to which the Company is now or may hereafter become entitled in relation to the Property including without limitation -

2 2 1 all insurances related to the Property and any proceeds derived therefrom, and

2 2.2 any rights or remedies derived from any such contract or arrangement

2 3 Each floating charge created under the Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

2 4 Notwithstanding anything express or implied in the Deed -

2 4 1 without prejudice to any law which may have similar effect, if -

(a) any Chargor to the Deed creates or attempts to create any Encumbrance over all or any of the Qualifying Collateral without the prior written consent of the Trustee, or

(b) any person levies or attempts to levy any distress, execution, or other process against any of the Qualifying Collateral, or

(c) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of any Chargor to the Deed, or

(d) an Administrator is appointed in relation to any Chargor to the Deed or any step intended to result in such an appointment is taken,

then the floating charge created over the Undertaking of the Company pursuant to the Deed as set out in Clause 2 1 3 above will, to the extent permitted by law, automatically and immediately (without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge (except to the extent that any such conversion is ineffective in Scotland in respect of any property situated in Scotland), and

2 4 2 the Trustee may at any time -

(a) after any of the Indebtedness becomes or is declared to be immediately repayable, or

(b) if the Trustee considers in good faith that any of the Qualifying Collateral is in danger of being seized or

# 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

sold as a result of any legal process, are otherwise in jeopardy or the Trustee legally believes that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding-up of any the Company,

by giving notice in writing to that effect to the Company, to the extent permitted by law, convert the floating charge created by the deed and set out in Clause 2 1 3 above into a fixed charge as regards any assets specified in such notice The conversion shall take effect immediately upon the giving of the notice

#### 3 OTHER COVENANTS

3 1 For so long as it remains bound by the provisions of the Deed the Company shall not without the prior written consent of the Trustee -

3 1 1 assign, charge or in any other way divert the payment of any rents due in respect of the Property away from that the Company,

3 1 2 enter into or permit to subsist any floating charge or other Encumbrance over the whole or a substantial part of its Undertaking (which would entitle any person to appoint an Administrator or an administrative receiver) or over any other assets charged from time to time under the Security Documents,

3 1 3 amend its constitutional documents in a way which will contravene or result in contravention of any provision of the Deed, or

3 1 4 enter into any agreement which has a material adverse effect upon the Company's ability to perform its obligations under the Deed

#### 4 COVENANTS RELATING TO THE PROPERTY

4 1 Save in relation to a Permitted Security, the Section 77 Charge or otherwise with the prior written consent of the Trustee, not create or permit to exist any Encumbrance over any of the Qualifying Collateral or its property assets and undertaking or otherwise dispose of, deal with or part with or share possession of the Property or any interest therein nor make or suffer to be made any material change or addition whatsoever in or to the use of the Property or agree to do any of the foregoing Any such Encumbrance, whether expressly permitted or otherwise, shall (unless agreed in writing by the Trustee) be expressed to be subject to the security created by the Deed

#### 5 CONTINUING SECURITY

5 1 The security created by the Deed 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



# 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

all the Indebtedness

5 2 The security created by the Deed shall be in addition to and shall not in any way be prejudiced or affected by any collateral, other Encumbrance or guarantee 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 Company or any other person nor shall such collateral, other Encumbrance or guarantee, 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 Deed) 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 Deed

#### DEFINITIONS

**"Administrator"** means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the affairs, business and property of any member of the Borrowing Group,

**"Borrowing Group"** means Peel Investments (Land and Property) No 1 Limited (Company Number 07546566) and any company from time to time which is a subsidiary or subsidiary undertaking of the company and any entity which would, but for the fact it shares are mortgaged to a third party, otherwise fall within this definition,

**"Chargor"** means any person including Initial Chargor which shall have granted or otherwise provided any Encumbrance in favour of the Trustee over any of its assets under or pursuant to the Deed or any deed supplemental hereto, and which shall not for the time being have ceased to be a Chargor pursuant to the provisions of the Deed,

**"Deed"** shall have the meaning given in panel 3 of this form MG01,

**"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,

**"Group Member"** means each member of the Borrowing Group (including the Initial Chargor) from time to time which has an obligation to any Lender in relation to the Indebtedness,

**"Initial Chargor"** means **PEEL INVESTMENTS (LAND AND PROPERTY) NO 1 LIMITED** (Company Number 7546566), **PEEL LAND AND PROPERTY (PORTS NO 3) LIMITED**

# 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

(Company Number 6497113), **PEEL PROPERTY (INVESTMENTS) LIMITED** (Company Number 7546669), **MERSEY DOCKS PROPERTY HOLDINGS LIMITED** (Company Number 2184084), **WOODSIDE BUSINESS PARK LIMITED** (Company Number 2182612), **MERSEY DOCKS PROPERTY INVESTMENTS LIMITED** (Company Number 2414231), **PRINCES DOCK OFFICE NO 8 LIMITED** (Company Number 3313898), **PRINCES DOCK OFFICE NO 9 LIMITED** (Company Number 3591254), **PRINCES DOCK OFFICE NO 12 LIMITED** (Company Number 4261315), **REDDINGTON FINANCE LIMITED** (Company Number 4748064) and **REDDINGTON DEVELOPMENTS LIMITED** (Company Number 5155016) each of whose registered office is at Peel Dome, The Trafford Centre, Manchester M17 8PL, **CLYDEPORT PROPERTIES LIMITED** (Company Number SC217258) whose registered office is at 16 Robertson Street, Glasgow G2 8DS and **PRINCES DOCK DEVELOPMENT COMPANY NO 4 LIMITED** (Company Number NI012849) whose registered office is at Coastal House, Victoria Terminal 3, Westbank Road, Belfast BT3 9JL,

"Lender"

has the same meaning given to it in the Loan Agreement and means Aviva Commercial Finance Limited (2559391),

"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 the aggregate principal amount from time to time outstanding hereunder together with all other amounts due from the Company to the Lender under the Loan Agreement,

"Loan Agreement"

means a term loan facility agreement dated on or about the date of the Deed (as amended, supplemented and/or varied from

# 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

- time to time), between the Trustee (as Lender) and the Chargor (as borrower),
- "Permitted Security"** means any Encumbrance expressly permitted in the Loan Agreement between the Lender and/or the Trustee and any one or more of the Chargors,
- "Property"** means all and each of the property or properties described in the Schedule below, or such of them as shall for the time being remain subject to the Deed including all buildings, erections and fixtures and fittings (but excluding tenants' fixtures and fittings) and fixed plant, equipment and machinery for the time being thereon and all improvements and additions thereto and all easements, benefits, rights and licences appurtenant thereto subject to and with the benefit of all leases, underleases, tenancies, agreements for lease, rights, options, covenants, indemnities, guarantees, warranties and conditions affecting the same and all proceeds of sale therefrom but otherwise free from Encumbrance, and includes all other property which from time to time shall become subject to the Deed pursuant to Clauses 4 or 7 of the Deed, save, for the avoidance of doubt, any property situated in Scotland and references to the Property include any part thereof,
- "Qualifying Collateral"** means that property for the time being charged to the Trustee and any real property (situate in England or Wales) or moneys (from time to time deposited with the Trustee) which are for the time being charged, on the terms of the Deed and all and whole of the property or properties as shall remain subject to a standard security or standard securities granted in favour of the Trustee or any member of the Lender's Group in security of the Indebtedness, including all buildings, erections and fixtures and fittings and fixed plant for the time being thereon and all improvements and additions thereto and all servitudes and other heritable rights appurtenant thereto subject to and with the benefit of all leases, underleases, tenancies, agreements for lease, rights, options, burdens, indemnities, guarantees, warranties and conditions affecting the same but otherwise free from Encumbrance,
- "Section 77 Charge"** means means the contingent equitable charge under Section 77 of the Law of Property Act 1925 under the Conveyance dated 29 March

# MG01 - continuation page

## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
{	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1946 made between (1) The London Midland and Scottish Railway Company and (2) Frank Rosser Limited as registered at entry 6 of the charges register for the property known as Circle Court, Warren Bruce Road, Trafford Park, Manchester, M17 1LB registered at the Land Registry under title number GH955619 being a Property</p> <p><b>"Secured Property"</b> means such of the Qualifying Collateral as comprises real or heritable property,</p> <p><b>"Security Documents"</b> has the same meaning as that given to it in the Loan Agreement and means  (1) the Loan Agreement,  (2) the Deed,  (3) any Standard Security  (4) any other document(s) specified as such in the Transaction Specific Terms,  (5) any other agreement or instrument which is at any time agreed on by the Borrower and the Lender or the Trustee in writing, to be designated as a Security Document, and  (6) any other agreement or instrument effecting any variation, amendment or extension of any such document(s) and any agreement or instrument supplemental hereto</p> <p><b>"Standard Security"</b> means the standard security or securities granted in favour of the Trustee referred to in the Transaction Specific Terms</p> <p><b>"Trustee"</b> shall have the meaning given in panel 5 of this form MG01</p> <p><b>"Transaction Specific Terms"</b> has the meaning given to it in the Loan Agreement as amended or varied (if at all) in writing and agreed on by the Lender and the Borrower</p> <p><b>"Undertaking"</b> means the property, assets, rights and revenues of the Company, whatsoever and wheresoever, present and future, including the uncalled share capital (if any) or such of them as the context requires</p>	

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

## Short particulars

**PRINCES DOCK  
DEVELOPMENT  
COMPANY NO 4  
LIMITED** (Company  
Number NI02849)

MS507595

Leasehold



**FILE COPY**

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

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

**COMPANY NO. NI12849  
CHARGE NO 4**

**THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND  
HEREBY CERTIFIES THAT A DEED OF LEGAL CHARGE DATED  
30 MARCH 2011 AND CREATED BY PRINCES DOCK  
DEVELOPMENT COMPANY NO. 4 LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
AVIVA COMMERCIAL FINANCE LIMITED 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, BELFAST THE 14 APRIL 2011**



*Companies House*  
— for the record —



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

