

MG01

Particulars of a mortgage or charge



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**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-  
register particulars of a charge for a S  
company. To do this, please use  
form MG01s

THURSDAY



A27 07/04/2011 249  
COMPANIES HOUSE

1

**Company details**

Company number

N I 0 1 2 3 4 9

Company name in full

Princes Dock Development Company No 4 Limited (the  
"Company")

For official use

5

**→ Filing 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**

Description

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

Deed of Assignment (the "Deed")

4

**Amount secured**

Amount secured

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

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 (the "Indebtedness")

Defined terms shall have the meaning given in the  
continuation sheet

**Continuation page**

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

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## Particulars of a mortgage or charge

### 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 See relevant continuation sheet

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## 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



X

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

FOR AND ON BEHALF OF  
MAGNETIC COMPANY LTD

# 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)**

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Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

### SCHEDULE 1

### PRINCES DOCK DEVELOPMENT COMPANY NO 4 LIMITED

#### Part I

#### LEASES

	Date of lease	Property Description	Original Parties
1	PLOT 4, THE CAR PARK, PRINCES DOCK, LIVERPOOL (LIVP09)		
1 1	Undated/03/2005	45 car parking spaces- multi-storey car park	(1) Princes Dock Development Company No 4 Limited  (2) Tilney Investment Management
1 2	Undated/03/2005	34 car parking spaces- multi-storey car park	(1) Princes Dock Development Company No 4 Limited  (2) Universities Superannuation Scheme Limited
1 3	Undated/03/2005	42 car parking spaces- multi-storey car park	(1) Princes Dock Development Company No 4 Limited  (2) Capita IT Services
1 4	undated/03/2005	55 car parking spaces- multi-storey car park	(1) Princes Dock Development Company No 4 Limited  (2) Criminal Records Bureau

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## Particulars of a mortgage or charge

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

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Short particulars

#### 1 ASSIGNMENT

As security for the payment and discharge of its obligations under the Deed and in respect of the Indebtedness, the Company with full title guarantee assigns by way of security to the Trustee all the Assigned Rights

#### 2 COVENANTS

The Company covenants that for so long as it (or any other member of the Borrowing Group) remains under any obligation to the Trustee or any other member of the Lender's Group (as the case may be) in respect of the Indebtedness it shall -

(a) prior to the date of the Deed open and maintain in its name the Rent Account,

(b) not deal with the Rents except by getting them in and realising them in the ordinary and usual course of its business and, to the extent that it can under a Lease, require that all Rents are paid by the Lessees directly into the Rent Account and then, following receipt of the Rents into the Rent Account, without withholding (unless obliged to do so by law), set-off or counterclaim, pay the Rents into the Collection Account. The payment by the Company from the Rent Account into the Collection Account shall be made in accordance with the terms of the Loan Agreement,

(c) pending payment into the Collection Account, hold all Rents upon trust absolutely for the Trustee,

(d) to the extent that the Trustee considers it necessary and so requires and as soon as reasonably practicable, direct and, to the extent that it can under a Lease, require that the Rents are paid direct from the Lessee into such other account as the Lender may direct from time to time and execute a charge over that account in the form set out in Schedule 3 to the Deed,

(e) comply with each and every covenant obligation and provision contained in the Lease and use its best endeavours to procure that all other parties to the Lease do likewise and shall not (save with the Trustee's prior written consent) amend, vary, extend, release, determine or rescind the Lease or grant any time or indulgence or compound with, discharge, waive, release or vary the liability of any other person under the Lease or consent to any act or omission which would otherwise constitute a breach or concur in accepting or varying any compromise arrangement or settlement relating thereto or do or suffer any act or thing whereby the recovery of

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## Particulars of a mortgage or charge

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

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#### Short particulars

the Rents may be delayed or impeded,

(f) save with the Trustee's prior written consent, deposit any Lease with the Trustee and, to the extent that any Lease is not from time to time deposited with the Trustee, hold the same upon trust for the Trustee,

(g) save in relation to a Permitted Security or otherwise with the Trustee's prior written consent not create or permit to exist any guarantee or indemnity or any Encumbrance (other than in favour of the Trustee as security for the Indebtedness) on or against any or all of the Assigned Rights and/or any of the property, assets or undertaking of the Company whatsoever or wheresoever situated,

(h) not without the Trustee's prior written consent sell, transfer, lend, lease or otherwise dispose of, whether by single transaction or a number of transactions (related or not) the whole or a substantial part of the Company's undertaking, business, property or assets (except in the ordinary course of trading on arms length terms) nor incur any liabilities or obligations so to do (whether actual or contingent) to any person, and

(i) not without the Trustee's prior written consent (such consent not to be unreasonably withheld) permit any assignment or other dealing or Encumbrance whatsoever to occur (other than in favour of the Trustee as security for the Indebtedness) in connection with the Lessee's rights or obligations under the Lease

#### Definitions

**"Assigned Rights"** means all the rights, titles, benefits and interests, whether present or future, of the Company to the Rents including the right to receive the same and the full benefit of any guarantee or security for the performance thereof now or at any time hereafter given together with all claims, causes of action and damages arising in connection therewith and any proceeds of the foregoing

**"Borrowing Group"** means Peel Investments (Land and Property) No 1 Limited (Company Number 7546566) and any company from time to time which is a subsidiary or subsidiary undertaking of that company and any entity which would, but for the fact it shares are mortgaged to a third party, otherwise fall within this definition

**"Collection Account"** means the account opened and maintained in the name of the Borrower at Bank of Scotland plc, bank account number xxxxxx, sort code xxxxxx and styled "re Peel Investments (Land and Property) No 1

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

Please give the short particulars of the property mortgaged or charged

Short particulars

Limited Blocked Collection Account" or such other account as the Trustee shall specify, for the purpose of receiving the Rents

"**Encumbrance**" means any mortgage, standard security, pledge, lien, hypothecation, title retention, charge, assignment or assignation by way of security or other agreement or arrangement having the effect of conferring security,

"**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,

"**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 time to time) between the Trustee (as lender) and the Company (as borrower),

"**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,

"**Lease**" means the lease or leases of the Property or any part thereof including, without limitation, those specified in Part I of Schedule 1 below and any other lease or leases which the Company may from time to time grant in respect of the Property together with any other documents affecting the Assigned Rights which expression shall extend to and include the whole or any part thereof and any amendment, variation, substitution or extension thereof,

"**Lessees**" means the lessee or lessees from time to time under any Lease including, without limitation, the lessee or lessees specified in Part II



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

Please give the short particulars of the property mortgaged or charged

Short particulars

of Schedule 1 below,

**"Permitted Security"** means any Encumbrance expressly permitted in the Loan Agreement between the Lender and/or the Trustee and the Company,

**"Property"** means the property or properties described in Schedule 2,

**"Rents"** means all moneys from time to time due, owing or incurred to the Company under the Lease or Leases other than sums receivable by the Company by way of insurance contributions, service charge, payments to sinking funds or any amounts of VAT associated therewith,

**"Rent Account"** means an account opened and maintained in the name of the Company with Bank of Scotland plc, bank account number xxxxx, sort code xxxxx, or such other account as the Trustee shall approve, for the purpose of receiving the Rents

**"VAT"** means value added tax

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Short particulars

1 5	30/01/2008	54 car parking spaces- multi-storey car park	(1) Princes Dock Development Company No 4 Limited (2) Border & Immigration Agency
1 6	22/02/2010	28 car parking spaces- multi-storey car park	(1) Princes Dock Development Company No 4 Limited (2) Amec Group
1 7	01/10/2010	200 car parking spaces- multi-storey car park	(1) Princes Dock Development Company No 4 Limited (2) and Princes Limited
1 8	01/04/2011	200 car parking spaces- multi-storey car park	(1) Princes Dock Development Company No 4 Limited (2) and Princes Limited
1 9	09/02/2011	Part Ground Floor Building Number 4, William Jessop Way, Princess Dock, Liverpool	(1) Princes Dock Development Company No 4 Limited (2) Happitots Day Nurseries Limited

#### Part II

#### CURRENT TENANTS

	Property Description	Current Tenant
1	<b>PLOT 4, THE CAR PARK, PRINCES DOCK, LIVERPOOL (LIVP09)</b>	
1 1	45 car parking spaces- multi-storey car park	Tilney Investment Management
1 2	34 car parking spaces- multi-storey car park	Universities Superannuation Scheme Limited
1 3	42 car parking spaces- multi-storey car park	Capita IT Services

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1 4	55 car parking spaces- multi-storey car park	Criminal Records Bureau
1 5	54 car parking spaces- multi-storey car park	Border & Immigration Agency
1 6	28 car parking spaces- multi-storey car park	AMEC Group
1 7	200 car parking spaces- multi-storey car park	Princes Limited
1 8	200 car parking spaces- multi-storey car park	Princes Limited
1 9	Part Ground Floor Building Number 4, William Jessop Way, Princess Dock, Liverpool	Happitots Day Nurseries Limited

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<div data-bbox="836 416 1008 448">SCHEDULE 2</div> <div data-bbox="327 490 1517 555">1 Leasehold property known as Plot 4, the Car Park, Princes Dock, Liverpool registered at the Land Registry with Title Number MS507595</div>	



**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. 5**

**THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND  
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT 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 ON ANY ACCOUNT  
WHATSOEVER 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**

