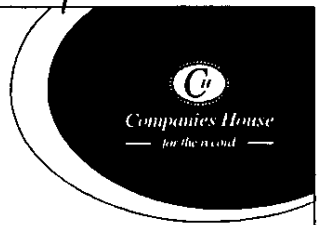


573989/26

In accordance with Section 860 of the Companies Act 2006

MG01

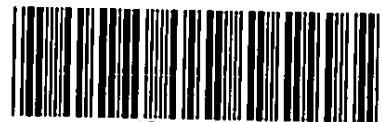
Particulars of a mortgage or charge



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 for a foreign company. To do this, please use form MG01s



Q03DZ005
QD 20-01-2011 131
COMPANIES HOUSE

1 Company details

Company number	0	7	4	6	8	9	6	9
Company name in full	DOCK ST PCT LIMITED							

2	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	d	1	d	3	m	0	m	1	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 Assignment
-------------	--------------------

4 Amount secured

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

Amount secured	see 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	
Name	The General Practice Finance Corporation Limited
Address	Sentinel House, 37 Surrey Street Norwich, Norfolk
Postcode	N R 1 3 U Y
Name	
Address	
Postcode	

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

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

1 By way of security all the rights, titles, benefits and interests, whether present or future, of the Company to all moneys from time to time due, owing or incurred to the Company under the Lease or Leases in respect of all that Freehold land at the former P&O Maintenance Site, Dock Street, Fleetwood, Lancashire and being part of the land registered with possessory title at the Land Registry under title number LAN6415 ('the Lease') other than sums receivable by the Company by way of insurance contributions, service charge, payments to sinking funds or any VAT payable thereon ('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 are assigned to the Trustee (the "Assigned Rights")

2 see 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

David Saylor

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 **Janet Sayles**

Company name **Aviva Commercial Finance - Legal**

Address

Post town

County/Region

Postcode

Country

DX **84904 Norwich 3**

Telephone **01603 687566**



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

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	<p>All moneys, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred by Dock St PCT Limited (Company Number 7468969) and any company from time to time which is a holding company or subsidiary of Dock St PCT Limited (Company Number 7468969) and any subsidiary undertaking or associate of any such person and any entity which would but for the fact of its shares are mortgaged to a third party fall within this definition from time to time which has an obligation to any Lender in relation to the Indebtedness ("Group Member") to The General Practice Finance Corporation Limited ("Trustee"), Aviva plc and 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 any company which would, but for the fact its shares are mortgaged to a third party, be a Lender, but excluding any company which would only be a Lender solely because another Lender has security over the shares in that company ("Lender") or for or in respect of which any Group Member may be liable to any Lender whether present or future, actual or contingent on any account whatsoever and in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties, including, without limitation, interest, legal and other costs, charges and expenses ("Indebtedness")</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="327 387 1114 421">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="327 454 1449 566">2 By Clause 3(b) of the Assignment it is provided that the Company shall if the Trustee so requires ensure that the Rents are paid direct from the Lessee into a designated account (the "Collection Account") or otherwise as directed by the Trustee from time to time and execute a charge over the Collection Account</p> <p data-bbox="327 600 1455 808">3 By Clause 3(e) of the Assignment it is provided that save in relation to a Permitted Security or otherwise with the Trustee's prior written consent the Company shall not create or permit to exist 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 (other than in favour of the Trustee as security for the Indebtedness) ('Encumbrance') 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</p> <p data-bbox="327 842 1461 987">4 By Clause 3(f) of the Assignment it is provided that the Company shall 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 nor incur any liabilities or obligations so to do (whether actual or contingent) to any person</p> <p data-bbox="327 1021 1465 1133">5 By Clause 3(g) of the Assignment it is provided that the Company shall 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</p>	



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

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

COMPANY NO. 7468969
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 13
JANUARY 2011 AND CREATED BY DOCK ST PCT LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE GENERAL PRACTICE FINANCE
CORPORATION 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 20 JANUARY
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JANUARY
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES