

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 Scottish
company. To do this, please use
form MG01s

TUESDAY



A28 *A23YYJFE* 12/03/2013 #180

COMPANIES HOUSE
For official use

3

→ Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 0 7 4 6 8 9 6 9

Company name in full Dock St PCT Limited (the "**Mortgagor**")

2 Date of creation of charge

Date of creation 0 5 / 0 3 / 2 0 1 3

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 Legal charge (the "**Deed**") dated 5 March 2013 executed by the Mortgagor in favour of F
Parkinson Limited (the "**Creditor**")

4 Amount secured

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

Amount secured

1 Pursuant to the provisions of the Deed, the Mortgagor covenants to pay to the Creditor on demand all monies and discharge all obligations and liabilities as at the date of the Deed or thereafter due, owing or incurred to the Creditor by the Mortgagor pursuant to and in accordance with the Transaction Documents (as defined below) when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as a principal or surety, or incurred on any trading or other account or in any other manner whatsoever,

2 The liabilities referred to in paragraph 1 above shall, without limitation, include interest (both before and after judgment) from due date to date of payment at such rates and upon such terms as may from time to time be agreed, (cont)

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

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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 | F Parkinson Limited |
| Address | 50 Mowbray Drive, Blackpool Lancashire |
| Postcode | F Y 3 7 U N |
| 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

1 The Mortgagor with full title guarantee as a continuing security for the payment or discharge of the Secured Obligations

(a) charges to the Creditor by way of legal mortgage all its right title and interest in and to the property being Fleetwood Health Centre, London Street, Fleetwood FY7 6HD registered at the Land Registry under title number LA777425 (the "**Property**") (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale) and all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time on or attached to the Property, together with all rights, easements, licences, guarantees, rent deposits, contracts, deeds, undertakings, warranties and privileges appurtenant to or benefiting the same,

(b) charges to the Creditor by way of fixed charge all its right title and interest in and to the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale) and all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time on or attached to the Property, together with all rights, easements, licences, guarantees, rent deposits, contracts, deeds, undertakings, warranties and privileges appurtenant to or benefiting the same,

(c) charges to the Creditor by way of fixed charge all monies from time to time payable to the Mortgagor under of pursuant to the Insurances (as defined below), including, without limitation, the refund of any premiums, and

(d) charges to the Creditor by way of fixed charge the goodwill relating to the Property or any business or undertaking conducted at the Property and all rents receivable from any lease granted out of the Property so far as the Mortgagor is able,

2 The Mortgagor covenants with the Creditor that during the continuance of the security constituted by the Deed it will not without the prior written consent of the Creditor

(a) (save for Permitted Encumbrances (as defined below)) create or purport to create or permit to subsist any Encumbrance (as defined below) on all or any part of the property or assets charges by paragraphs 1 (a) to (c) inclusive, or

(cont)

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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

None

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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 866) 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 870)

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 866) 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)

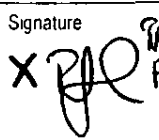
9

Signature

Please sign the form here

Signature

Signature

X  BRAND CONN FOR AND ON BEHALF OF PANPHONE LLP X
8th March 2013

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

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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 **Richard Cowan**

Company name
Pannone LLP

Address **123 Deansgate**

Post town **Manchester**

County/Region

Postcode **M 3 2 B U**

Country

DX

Telephone **0161 909 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 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

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Amount secured

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

Amount secured

reasonable and proper fees and other charges and all legal and other costs, charges and expenses which may be incurred by the Creditor in relation to any of the Secured Obligations (as defined below) or generally in respect of the Mortgagor, and

3 In this form MG01, the following terms have the following meanings

"Secured Obligations" means all monies, obligations and liabilities covenanted to be paid or discharged by the Mortgagor under or pursuant to the Deed,

"Settlement Agreement" means the settlement agreement dated on or before the date of the Deed and made between the Mortgagor and the Creditor, and

"Transaction Documents" means.

(a) the Deed,

(b) the Settlement Agreement,

and all other agreements made from time to time between the Mortgagor and the Creditor and whether or not any other person is also a party thereto and whether made on or before the date of the Deed

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|---|--|
| Short particulars | <p data-bbox="323 338 1046 371">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="323 392 1430 425">(b) dispose of any of the Charged Assets (as defined below) or in part thereof agree to do so,</p> <p data-bbox="323 456 1485 642">3 Pursuant to the provisions of the Deed, the Mortgagor shall if and when at any time reasonably required by the Creditor execute such further Encumbrances and assurances in favour of the Creditor at the expense of the Mortgagor and do all such acts and things as the Creditor shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by the Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same,</p> <p data-bbox="323 674 1501 831">4 Pursuant to the provisions of the Deed, at any time on or after the Enforcement Date (as defined below) or if requested by the Mortgagor, the Creditor may, without further notice and without the restrictions contained in section 103 of the Law of Property Act 1925, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by the Deed and all or any of the powers and discretions conferred by the Deed either expressly or by reference,</p> <p data-bbox="323 862 1509 1019">5 Pursuant to the provisions of the Deed, the Creditor may exercise the powers of leasing conferred on mortgagees in possession without going into possession of the Property and make agreements for leases at a premium or otherwise accept surrenders of leases and grant options on such terms as the Creditor shall consider expedient without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925,</p> <p data-bbox="323 1050 1509 1207">6 Pursuant to the provisions of the Deed, at any time on or after the Enforcement Date or if requested by the Mortgagor, the Creditor may by instrument in writing executed as a Deed or under hand of any director or other duly authorised officer appoint any persons to be a Receiver (as defined below) or Administrator (as defined below) of the Charged Assets or any part thereof as permitted and in accordance with applicable laws,</p> <p data-bbox="323 1238 1161 1272">7 The Deed and the obligations of the Mortgagor under the Deed shall</p> <p data-bbox="323 1303 1509 1361">(a) secure the ultimate balance from time to time owing to the Creditor by the Mortgagor and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever,</p> <p data-bbox="323 1393 1509 1451">(b) be in addition to and not prejudice or affect, any present or future Encumbrance, right or remedy held by or available to the Creditor, and</p> <p data-bbox="323 1482 1509 1639">(c) not merge with or be in any way prejudiced or affected by the existence of any such Encumbrance, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Creditor dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable,</p> <p data-bbox="323 1671 1509 1774">8 Pursuant to the provisions of the Deed, section 93 of the Law of Property Act 1925 (restricting the Creditor's right of consolidation) shall not apply to the security constituted by the Deed or to any security given to the Creditor pursuant to the Deed, and</p> <p data-bbox="323 1805 1161 1839">9 In this form MG01, the following terms have the following meanings</p> <p data-bbox="323 1870 1430 1928">"Administrator" means any administrator appointed in accordance with the provisions of the Insolvency Act 1986,</p> <p data-bbox="1289 1960 1410 1993">(cont)</p> | |

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Charged Assets" means all the property and rights of the Mortgagor described in paragraph 1 above,

"Encumbrance" means any mortgage, charge, pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind,

"Enforcement Date" means the date on which the Creditor demands the payment or discharge of all or any part of the Secured Obligations in accordance with the provisions of the Deed or, if earlier, the date on which an Event of Default occurs,

"Event of Default" means without prejudice to any relevant provisions in any of the Transaction Documents, any of the events or circumstances described as an event of default in clause 11 of the Deed,

"Insurances" means, all present and future contracts or policies of insurance effected by the Mortgagor or to which the Mortgagor is entitled in respect of the Property or otherwise in accordance with the Deed,

"Permitted Encumbrance" means

(a) an Encumbrance created by the Deed,

(b) any other Encumbrance over all or any of the Charged Assets created with the Creditor's prior written consent, and

"Receiver" means any receiver or receiver and manager appointed by the Creditor pursuant to the Deed in respect of the Mortgagor or over all or any of the Charged Assets



**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. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 5 MARCH
2013 AND CREATED BY DOCK ST PCT LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO F PARKINSON LIMITED 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 12 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 MARCH 2013



Companies House

