

MG01

Particulars of a mortgage or charge

379710/39



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
company. To do this, please
use form MG01s



A14

"A219J5BM"

01/02/2013

#311

COMPANIES HOUSE

For official use

1

Company details

Company number

0 4 1 8 4 6 4 6

Company name in full

GREGORY PROPERTY HOLDINGS LIMITED

("the Chargor")

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

2 8 0 1 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

A Charge over shares dated 28 January 2013 and made between (1) the
Chargor and (2) Barclays Bank PLC (the "Security Agent") ("Charge over
Shares")

4

Amount secured

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

Amount secured

All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of the Borrower to the
Security Agent under or pursuant to any Finance
Document (including all monies covenanted to be
paid under the Charge over Shares) ("Secured
Obligations")

Continuation page

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

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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	Barclays Bank PLC		
Address	1 Churchill Place		
	London		
Postcode	E 1 4 5 H P		
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 GRANT OF SECURITY

The Chargor charges and agrees to charge by way of first fixed charge all of its present and future right, title and interest in and to

1 1 all the Charged Securities which are at any time owned by the Chargor or in which the Chargor from time to time has an interest, together with

1 2 all present and future Related Rights from time to time accruing to those Charged Securities and all rights which the Chargor may have at any time against any clearance or settlement system or custodian in respect of any Charged Investments

2 CONTINUING SECURITY

2 1 The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Charge over Shares shall remain in full force and effect as a continuing security for the duration of the Security Period.

3 NATURE OF SECURITY

All Security and dispositions created or made by or pursuant to the Charge over Shares are created or made:

(a) in favour of the Security Agent

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

(c) as continuing security for payment of the Secured Obligations

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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 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 DLA PIPER UK LLP

X

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

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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 **Dominic Athwal (315541/720765)**

Company name **DLA Piper UK LLP**

Address **Princes Exchange**

Princes Square

Post town **LEEDS**

County/Region **West Yorkshire**

Postcode **L S 1 4 B Y**

Country

DX DX: **12017 LEEDS**

Telephone **0113 369 2496**



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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>NOTE 1 - RESTRICTIVE COVENANTS</p> <p>1 The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent.</p> <p>(a) create or permit to subsist any Security over any Security Asset, or</p> <p>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset, or</p> <p>(c) take or permit the taking of any action which may result in</p> <p>(1) the rights attaching to any Charged Investment being altered, or</p> <p>(11) further shares in the Borrower being issued.</p> <p>2. The Chargor shall not nominate another person to enjoy or exercise all or any of its specified rights in relation to any Charged Investment, as contemplated by section 145 of the Companies Act 2006 or otherwise</p> <p>3 The Chargor shall not, except with the prior written consent of the Security Agent, enter into any onerous or restrictive obligation affecting any of the Charged Investments</p> <p>4 The Chargor shall not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Charged Investments (or make any omission which has such an effect)</p> <p>NOTE 2 - RECEIVER</p> <p>The Charge over Shares contains the power to appoint a receiver and manager or administrative receiver of the whole or any part of the Security Assets</p> <p>NOTE 3 - POWER OF ATTORNEY</p> <p>The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action which the Chargor is obliged to take under the Charge over Shares, including under clause 16 (<i>Further assurances</i>) of the Charge over Shares. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under clause 17 of the Charge over Shares</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

DEFINITIONS

"Additional Counterparty" means a bank or financial institution which becomes a Counterparty after the date of the Facility Agreement with the approval of the Facility Agent,

"Agent(s)" means either or both of the Facility Agent and/or the Security Agent, as the context may require,

"Arranger" means Barclays Bank PLC;

"Borrower" means Gregory Projects (Halifax) Limited (Company number 05122315),

"Charged Investments" means

(a) the Charged Securities, and

(b) all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means the shares specified in the schedule below (*Details of Charged Securities*) in the share capital of the Borrower any other stocks, shares, debentures, bonds or other securities of the Borrower now or in future owned legally or beneficially by the Chargor, held by any nominee, trustee or fiduciary on its behalf or in which the Chargor has an interest at any time,

"Collateral Warranties" means the collateral warranties from Marshall Construction (West Yorkshire) Limited (as the building contractor) and each professional consultant in favour of Abbey National Treasury Services plc and assigned to the Security Agent pursuant to the Deed of Assignment and any other document designated as such by the Borrower and the Facility Agent.

"Counterparty" means the Original Counterparty or an Additional Counterparty,

"Counterparty Accession Agreement" means a letter, substantially in the form of schedule 6 (*Form of Counterparty Accession Agreement*) of the Facility Agreement with such amendments as the Facility Agent and the Borrower may agree;

"Deed of Assignment" means the deed of assignment in relation to the Collateral Warranties to be entered into by the Borrower and the Security Agent in the agreed form,

"Delegate" means only delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver, under or pursuant to the charge over shares,

"Duty of Care Agreement" means a duty of care agreement entered into by the Managing Agent, the Borrower and the Security Agent in the agreed form,

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Facility Agent" means Barclays Bank PLC,

"Facility Agreement" means the facility agreement dated on or about the same date as the Charge over Shares and made between, amongst others (1) Gregory Projects (Halifax) Limited as Borrower, (2) Barclays Bank PLC as Arranger, (3) the financial institutions listed in schedule 1 to it as Original Lenders and (4) Barclays Bank PLC as the Facility Agent and Security Agent, pursuant to which the Lenders agreed to make certain facilities available to the Borrower,

"Fee Letter" means any letter entered into by reference to the Facility Agreement between one or more Finance Parties and the Borrower setting out the amount of certain fees referred to in the Facility Agreement,

"Finance Document" means

- (a) the Facility Agreement,
- (b) a Security Document;
- (c) the Rent Guarantee;
- (d) the Intercreditor Agreement,
- (e) a Transfer Certificate,
- (f) a Duty of Care Agreement,
- (g) a Fee Letter,
- (h) any Hedging Agreement,
- (i) a Counterparty Accession Agreement, or
- (j) any other document designated as such by the Security Agent and the Chargor,

"Finance Party" means a Lender, the Counterparty or an Agent and any other party designated in writing as a Finance Party from time to time by the Facility Agent,

"Guarantor" means Commercial Development Projects Limited, a company incorporated in England and Wales with registered number 00993768 whose registered office is at Huddersfield Road, Elland, West Yorkshire HX5 9BW,

"Hedging Agreement" means any interest hedging agreement entered into by the Borrower with a Counterparty in connection with interest payable under the Facility Agreement, including any collateral support agreements;

"Intercreditor Agreement" means an intercreditor agreement between the Subordinated Lenders, the Borrower and the Security Agent in the agreed form;

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Short particulars	<p>"Lender" means</p> <p>(a) an Original Lender; or</p> <p>(b) any person which becomes a Lender after the date of the Facility Agreement,</p> <p>"Managing Agent" means Jones Lang LaSalle or any other independent managing agent appointed by the Borrower in respect of a Property with the approval of the Facility Agent,</p> <p>"Original Counterparty" means Barclays Bank PLC;</p> <p>"Original Lender" means Barclays Bank PLC,</p> <p>"Property" means all that freehold land known as land at Broad Street, Halifax registered at the Land Registry under title number WYK894221;</p> <p>"Receiver" means any reciever or receiver and manager or administrative reciever appointed by the Security Agent under the Charge over Shares,</p> <p>"Related Rights" means, in relation to any Charged Security.</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph b) of this definition, and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>"Rent Guarantee" means the rent guarantee to be provided by the Guarantor in favour of the Security Agent in relation to the Vacant Units at the Property,</p> <p>"Rent Guarantee Account" means the account in the name of the Guarantor and designated as the rent guarantee account (as renewed, redesignated, replaced or renumbered from time to time),</p> <p>"Rent Guarantee Account Charge" means the third party charge over the Rent Guarantee Account granted by the Guarantor in favour of the Security Agent in the agreed form,</p> <p>"Security" means the Security created or evidenced by or pursuant to the Charge over Shares,</p> <p>"Security Agreement" means a security agreement between the Borrower and the Security Agent in the agreed form,</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Charge over Shares, and</p>	

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Short particulars	<p>"Security Document" means</p> <ul style="list-style-type: none"> (a) each Security Agreement; (b) the Rent Guarantee Account Charge, (c) the Rent Guarantee, (d) the Deed of Assignment, (e) the Charge over Shares, (f) any other document evidencing or creating security over any asset of the Borrower to secure any obligation of the Borrower to a Finance Party under the Finance Documents; or (g) any other document designated as such by the Security Agent and the Borrower; <p>"Security Period" means the period beginning on the date of this Deed and ending on the date on which</p> <ul style="list-style-type: none"> (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and (b) the Security Agent has no further commitment, obligation or liability under or pursuant to the Finance Documents. <p>"Shareholder" means Gregory Property Holdings Limited, a company incorporated in England and Wales with registered number 04184646 whose registered office is at 2 The Embankment, Sovereign Street, Leeds LS1 4GP,</p> <p>"Subordinated Lenders" means the Shareholder, the Guarantor, the Department of Business Innovation and Skill and Guernsey Investments Limited;</p> <p>"Transfer Certificate" means a certificate, substantially in the form of schedule 5 (<i>Form of Transfer Certificate</i>) of the Facility Agreement, and</p> <p>"Vacant Units" means Unit 6b and Unit 4 at the Property (and each is a "Vacant Unit").</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule

DETAILS OF CHARGED SECURITIES

Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Gregory Projects (Halifax) Limited	Ordinary A	50	100
Gregory Projects (Halifax) Limited	Ordinary B	50	100



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO 4184646
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED 28
JANUARY 2013 AND CREATED BY GREGORY PROPERTY
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE BORROWER TO BARCLAYS BANK
PLC 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 1
FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 FEBRUARY
2013



Companies House



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