

MG01

Particulars of a mortgage or charge

374943/13



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**  
You cannot use this for  
particulars of a charge  
company. To do this, p  
form MG01s

WEDNESDAY



A40 10/11/2010 263  
COMPANIES HOUSE

**1 Company details**  
Company number 0 4 1 8 4 6 4 6  
Company name in full Gregory Property Holdings Limited ("**Chargor**")

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 2 9 1 0 2 0 1 0

**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 Charge over shares dated 29 October 2010 between (1) the Chargor and (2)  
Abbey National Treasury Services Plc ("**Lender**") ("**Deed**")

**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 Gregory Projects (Halifax)  
Limited ("**Borrower**") to the Lender under or  
pursuant to any Finance Document (including all  
monies covenanted to be paid under the Deed)  
("**Secured Obligations**")

**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 Abbey National Treasury Services Plc

Address 2 Triton Square, Regents Place, London

NW1 3AN

Postcode

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

#### 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

(a) 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

(b) 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.

## 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

##### **Note 1: Negative pledge and disposals**

The Chargor shall not do or agree to do any of the following without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed):

- (a) create or permit to subsist any Security on any Charged Investment;  
or
- (b) sell, transfer, lease, lend or otherwise dispose of or part with (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 Charged Investment, or
- (c) take or permit the taking of any action which may result in
  - (i) the rights attaching to any Charged Investment being altered,  
or
  - (ii) further shares in the Borrower being issued.
- (d) 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

# MG01 - continuation page

## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars

**Note 2: Receiver**

The Deed contains the power to appoint a receiver or receiver and manager ("**Receiver**") of all or any part of the Charged Investments and/or of the income of the Charged Investments.

# 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

#### **Note 3: Power of attorney**

The Deed contains a power of attorney by way of security in favour of the Lender each Receiver and any Delegate

# 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

#### Definitions

For the purposes of this form MG01 at all times the following terms have the following meanings:

**"Account"** means a Holding Account, a Mandatory Prepayment Account, a Development Account or a Rental Income Account;

**"Approved Plans"** means the detailed architect's plans, drawings and building specifications for the Development delivered and approved by the Lender pursuant to clause 4.1 of the Facility Agreement (*Initial conditions precedent*) as may be amended or varied from time to time with the consent of the Lender;

**"Architect"** means The Harris Partnership of 2 St John's North, Wakefield, West Yorkshire WF1 3QA or such other person, being an associate or fellow of the Royal Institute of British Architects, as may be appointed as a replacement architect for the time being by the Borrower, whose identity has first been approved by the Lender;

**"Building Contract"** means, in relation to the Development, the building contract or contracts entered into by the Borrower with the Building Contractor and which, inter alia, contains a scope of works to be performed by the Building Contractor pursuant to the Building Contract as may be varied or amended from time to time with the consent of the Lender and provisions relating to the Building Contractor Deferred Payments and which in each case is in form and substance satisfactory to the Lender in its sole discretion;

**"Building Contractor"** means Marshall Construction (West Yorkshire) Limited of Huddersfield Road, Elland, West Yorkshire HX5 9BW or such building contractor or contractors appointed from time to time by the Borrower in relation to the Development, whose identity has first been approved by the Lender;

**"Building Contractor Deferred Payments"** means the Building Contractor Initial Deferred Payment, the Building Contractor Fit-Out Deferred Payment and any Cost Overruns funded by the Building Contractor;

**"Building Contractor Initial Deferred Payment"** means £2,000,000 or such other amount as the Lender may agree,

**"Building Contractor Fit-Out Deferred Payment"** means £1,350,000 or such other amount as the Lender may agree,

**"CDM Co-ordinator"** means Waterman Transport & Development Limited (trading as Waterman Health and Safety) of Pickfords Wharf, Clink Street, London SE1 9DG or such other suitable person as may be appointed as a replacement CDM co-ordinator for the time being by the Borrower, whose identity has first been approved by the Lender;

**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	<p><b>"Charged Investments"</b> means:</p> <p>(a) the Charged Securities; and</p> <p>(b) all present and future Related Rights accruing to all or any of the Charged Securities;</p> <p><b>"Charged Securities"</b> means</p> <p>(a) the 500 'A' ordinary and 500 'B' ordinary shares of £1 each in the share capital of the Borrower, and</p> <p>(b) any other stocks, shares, debentures, bonds or other securities of the Borrower now or in future owned legally or beneficially by the Chargor or in which the Chargor has an interest at any time;</p> <p><b>"Compliance Certificate"</b> means a certificate substantially in the form set out in the Schedule 3 to the Facility Agreement (<i>Form of compliance certificate</i>);</p> <p><b>"Contract Administrator"</b> means the Employer's Agent or any other Professional who is responsible for administering the Building Contract and who has been specifically approved by the Lender in writing;</p> <p><b>"Cost Overrun"</b> means any costs incurred by the Borrower that exceed the Development Costs as set out in the Cost Plan but shall exclude Pricing Overruns,</p> <p><b>"Cost Plan"</b> means the cost plan and cashflow forecast for the Development showing the anticipated Total Development Costs (including any contingent costs) approved by the Lender, as such plan may be amended and/or updated from time to time with the prior written consent of the Lender,</p> <p><b>"Default"</b> means an Event of Default or any event or circumstance specified in clause 24 of the Facility Agreement (<i>Events of Default</i>) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default,</p> <p><b>"Deferred Consideration"</b> means the payment of up to a maximum sum of £2,000,000 in relation to the Property payable to Calderdale Metropolitan Council in accordance with the Development Agreement;</p> <p><b>"Delegate"</b> means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Lender or by a Receiver;</p>	

# 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	<p><b>"Development"</b> means the scheme for the development of a 234,000 sq ft leisure scheme at the Property in accordance with the Approved Plans, the Cost Plan and the Development Programme,</p> <p><b>"Development Account"</b> has the meaning given below</p> <p><b>1. The Development Account</b></p> <p><b>1.1 Payments into the Development Account</b></p> <p>(a) The Borrower shall, subject to paragraph 1 3 below have signing rights on the Development Account</p> <p>(b) The Borrower shall ensure that all amounts recoverable or receivable by the Borrower in relation to the Development (including, for the avoidance of doubt, such sums relating to the Grant) when paid, other than those amounts required under the Facility Agreement to be paid into any other Account, are paid into the Development Account.</p> <p><b>1.2 Payments from the Development Account</b></p> <p>Subject to paragraph 1 3 below, the Borrower may make withdrawals from the Development Account to pay any Development Costs incurred</p> <p><b>1.3 Restrictions on withdrawals</b></p> <p>Whilst any Default is continuing, the Lender may give notice to the Borrower that no amount may be withdrawn by the Borrower from the Development Account without the consent of the Lender. If the Lender gives notice the Lender shall thereafter, to the exclusion of the Borrower (unless the Lender otherwise consents), be entitled (and is irrevocably authorised by the Borrower) to withdraw amounts from the Development Account and to operate the Development Account in or towards any of the purposes for which monies in any Account may be applied.</p> <p><b>"Development Agreement"</b> means the agreement dated 18 November 2005 in relation to the development of the Property and entered into between (1) Calderdale Metropolitan Council, (2) the Borrower and (3) the Chargor and Miller Investments Holdings Limited (as varied by deeds of variation dated 9 November 2006, 21 August 2007, 30 June 2008, 20 October 2008 and 3 February 2010 respectively);</p> <p><b>"Development Costs"</b> means the costs of carrying out the Development (excluding VAT) as set out in the Cost Plan (including any contingency as set out in the Cost Plan);</p>



# MG01 - continuation page

## Particulars of a mortgage or charge

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

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Short particulars

**"Development Programme"** means the building programme for the Development setting out details of the projected works (including the plans), any Consents (as defined in the Facility Agreement) and other statutory requirements and regulations and other consents required in connection with it, the estimated timetable for the granting of any such permission and/or consents and the estimated timetable for completion as such programme may be amended and/or updated from time to time with the prior written consent of the Lender,

**"Employer's Agent"** means Projex Building Solutions LLP of 49 Great George Street, Leeds LS1 3BB or such other replacement employer's agent appointed by the Borrower in relation to the Development from time to time;

**"Event of Default"** means any event or circumstance specified as such in Clause 24 of the Facility Agreement (*Events of Default*),

**"Facility"** means the development term loan facility made available under the Facility Agreement in an aggregate amount equal to £20,000,000,

**"Facility Agreement"** means the facility agreement dated 18 June 2010 and made between (1) the Borrower and (2) the Lender, pursuant to which the Lender agreed to make certain facilities available to the Borrower,

**"Finance Document"** means the Facility Agreement, any Compliance Certificate, any Hedging Agreement, any Transaction Security Document, any Utilisation Request, the Intercreditor Agreement, any Transaction Guarantee and any other document designated as such by the Lender and the Borrower;

**"Grant"** means the government grant provided or to be provided to the Borrower by Yorkshire Forward (Yorkshire & Humber Regional Development Agency) for the purposes of the Development and secured by way of a second charge on the Property (which shall at all times be subject to the terms of the Intercreditor Agreement) in the total sum of £2,929,000 in such instalments and at such times as provided for in the Grant Funding Agreement,

**"Grant Funding Agreement"** means the grant funding agreement dated 23 February 2010 between (1) Yorkshire Forward (Yorkshire & Humber Regional Development Agency) (2) the Borrower and (3) the Chargor,

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement, mandate or authorisation in agreed form entered into or to be entered into by the Borrower and the Lender for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to the Facility in accordance with the Hedging Letter delivered to the Lender under Clause 4.1 of the Facility Agreement (*Initial conditions precedent*),

# 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

**"Highway Consultant"** means Waterman Transport & Development Limited of Bradshare House, 31 Waterloo Lane, Bramley, Leeds LS1 2JB or such other suitable person appointed as a replacement Highway Consultant for the time being by the Borrower, whose identity has first been approved by the Lender,

**"Holding Account"** means an account which is

- (a) held by the Borrower with the Lender,
- (b) identified in a letter between the Borrower and the Lender as a Holding Account; and
- (c) subject to Security in favour of the Lender which Security is in form and substance satisfactory to the Lender,

as contemplated by Clause 8.2 of the Facility Agreement (*Disposal and Insurance Proceeds*) (as the same may be re-designated, substituted or replaced from time to time);

**"Intercreditor Agreement"** means the intercreditor agreement dated on or about the date of the Deed to be entered into between (1) the Lender, (2) the Borrower, (3) the Chargor, (4) Yorkshire Forward (Yorkshire & Humber Regional Development Agency) and (5) Guernsey Investments Limited;

**"Mandatory Prepayment Account"** means an account:

- (a) held by the Borrower with the Lender,
- (b) identified in a letter between the Borrower and the Lender as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Lender which Security is in form and substance satisfactory to the Lender, and
- (d) from which no withdrawals may be made by the Borrower except as contemplated by the Facility Agreement,

as contemplated by Clause 8 2 of the Facility Agreement (*Disposal and Insurance Proceeds*) (as the same may be redesignated, substituted or replaced from time to time),

**"Mechanical and Electrical Services Engineers"** means MRB Consultant Engineers Limited of 11 The Shambles, Wetherby LS22 6NG or such other suitable person as may be appointed as a replacement mechanical and electrical engineer for the time being by the Borrower, whose identity has first been approved by the Lender,

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="323 369 1048 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="323 459 1513 566"><b>"Pricing Overruns"</b> means the cost to the Building Contractor in performing its obligations under the Building Contract in accordance with the unamended Scope that are in excess of the guaranteed maximum price specified in the Building Contract,</p> <p data-bbox="323 600 1513 790"><b>"Professionals"</b> means the Architect, the Employer's Agent, the Contract Administrator, the Mechanical and Electrical Services Engineers, the CDM Co-ordinator, the Highway Consultant, the Quantity Surveyor, the Structural Engineers, the Project Manager, highway/traffic consultants and environmental consultants and the expression includes any other professional consultants in connection with the Development appointed from time to time and <b>"Professional"</b> means any of them;</p> <p data-bbox="323 824 1513 902"><b>"Project Manager"</b> means Projex Building Solutions LLP of Elizabeth House, Queen Street, Leeds LS1 2TW or any firm or company appointed from time to time to act as project manager for the purposes of the Development,</p> <p data-bbox="323 936 1513 1126"><b>"Property"</b> means all that freehold land known as land at Broad Street, Halifax registered at the Land Registry under title number WYK894221, freehold land known as 18 Orange Street, Halifax registered at the Land Registry under title number WYK508088 and leasehold property known as land at the former Working House Museum, South Parade, Halifax comprised in a lease dated 23 July 2010 made between (1) Eureka' The National Children's Museum and (2) the Borrower;</p> <p data-bbox="323 1160 1513 1216"><b>"Quantity Surveyor"</b> means the Employer's Agent or any other quantity surveyors appointed from time to time in relation to the Development;</p> <p data-bbox="323 1249 1513 1272"><b>"Related Rights"</b> means, in relation to any Charged Security</p> <p data-bbox="323 1305 1513 1384">(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 data-bbox="323 1417 1513 1518">(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 data-bbox="323 1552 1513 1574"><b>"Rental Income Account"</b> means an account</p> <p data-bbox="323 1608 1513 1641">(a) held by the Borrower with the Lender,</p> <p data-bbox="323 1675 1513 1720">(b) identified in a letter between the Borrower and the Lender as a Rental Income Account; and</p> <p data-bbox="323 1753 1513 1809">(c) subject to Security in favour of the Lender which Security is in form and substance satisfactory to the Lender,</p>

# 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

as contemplated by Clause 22.28 of the Facility Agreement (*Rental Income Account*) (as the same may be re-designated, substituted or replaced from time to time);

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

**"Structural Engineers"** means JPG (Leeds) Limited of 5 John Charles Way, Leeds LS12 6QD or such other suitable person as may be appointed as a replacement structural engineer for the time being by the Borrower, whose identity has first been approved by the Lender;

**"Total Development Costs"** means the total development costs for the Development as such term is defined in part 2 of schedule 2 of the Development Agreement,

**"Transaction Guarantee"** means

(a) the guarantee granted by the Chargor in respect of Deferred Consideration, such amount to be limited to £2,000,000; and

(b) the guarantee granted by the Chargor in respect of Cost Overruns,

in each case, in form and substance satisfactory to the Lender,

**"Transaction Security Documents"** means

(a) the first debenture executed by the Borrower in favour of the Lender including, inter alia, a first fixed charge by way of legal mortgage over the Property, an assignment by way of security over the Building Contract, each appointment of a Professional, any Hedging Agreements, any pre-sale or pre-let agreements, the Development Agreement and a first fixed charge over the Accounts in form and substance satisfactory to the Lender;

(b) the Deed executed by the Chargor in favour of the Lender over the entire issued share capital of the Borrower;

**"Utilisation Request"** means a notice in substantially the form set out in Part 1 of Schedule 2 of the Facility Agreement (*Requests*)

**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		

# 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 DLA Piper UK LLP 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 Charlotte Sharples

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 United Kingdom

DX DX: 12017 LEEDS

Telephone 0113 369 2221



### 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)



## **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. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED 29  
OCTOBER 2010 AND CREATED BY GREGORY PROPERTY  
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM GREGORY PROJECTS (HALIFAX) LIMITED  
("BORROWER") TO ABBEY NATIONAL TREASURY SERVICES  
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 10  
NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER  
2010



*Companies House*  
— for the record —

DX



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES