

MG01

Particulars of a mortgage or charge

376884-13



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 for**  
You cannot use this form to re-  
register particulars of a charge for a S  
company. To do this, please use  
form MG01s

TUESDAY



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\*ALJKGWJT\*

09/08/2011

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COMPANIES HOUSE

**1 Company details**

Company number 05122315

Company name in full Gregory Projects (Halifax) Limited ("**Chargor**")

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 03/08/2011

**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 Security Assignment dated 3 August 2011 between (1) the Chargor and (2)  
Abbey National Treasury Services Plc ("**Lender**") ("**Security Assignment**")

**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 in any other capacity  
whatsoever) of the Chargor to the Lender, except  
for any obligation or liability which, if it were  
so included, would result in the Security  
Assignment contravening any law together with all  
costs, charges and expenses incurred by the Lender  
in connection with the protection, preservation or  
enforcement of its rights under the Security  
Assignment or any other deed or document evidencing  
or securing any such liabilities ("**Secured  
Obligations**")

**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 Abbey National Treasury Services Plc

Address 2 Triton Square, Regents Place, London

Postcode N W 1 3 A 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 See separate continuation sheet.

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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

Nil

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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 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).

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**Signature**

Please sign the form here

Signature

Signature

X DUA 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 Carol Conway

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)

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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

#### 1. THE CHARGES

The Chargor, in security for the payment or discharge of the Secured Obligations, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charges in favour of the Lender by way of a first fixed charge:

1.1 the Rental Account and all moneys standing to the credit of the Rental Account and the debts represented by it, and

1.2 to the extent that any Assigned Asset is not effectively assigned under clause 4 of the Security Assignment (*Security Assignments*) (more particularly described at clause 2 below), by way of first fixed charge such Assigned Asset

#### 2. SECURITY ASSIGNMENTS

The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to each Relevant Contract, all rights and remedies in connection with each Relevant Contract and all proceeds and claims arising from them.

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<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 1: Negative Pledge**

The Chargor shall not, without the prior written consent of the Lender, create or permit to subsist any Security Interest over any Asset other than pursuant to (i) the Security Assignment, (ii) any Permitted Security, or (iii) any other Security Interest in favour of the Lender.

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#### Note 2: Prohibition of disposal of assets

The Chargor shall not without the prior written consent of the Lender

1 dispose of the Assets or any part thereof or interest therein either in a single transaction or in a series of transactions (whether related or not) and whether voluntarily or involuntarily; or

2 sell, factor, assign or otherwise deal with book or other debts forming part of the Assets

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**Note 3: Receiver**

The Security Assignment contains the power to appoint an administrative receiver, a receiver and manager or a receiver ("**Receiver**") or Administrator of all or any part of the Assets.



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**Note 4: Power of attorney**

The Security Assignment contains a power of attorney by way of security in favour of the Lender and every Receiver.

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Short particulars

#### Definitions

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

**"Administrator"** means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage a company's affairs, business and/or property,

**"Assets"** means the whole of the property, assets and undertaking of the Chargor subject to the charges contained in clause 3 of the Security Assignment (more particularly described at clause 1 above),

**"Assigned Assets"** means the Assets expressed to be assigned pursuant to clause 4 of the Security Assignment (*Security assignments*) (more particularly described at clause 2 above);

**"Debenture"** means the debenture dated 29 October 2010 and made between (1) the Chargor and (2) the Lender,

**"Facility"** means the development term loan facility made available under the Facility Agreement (*The Facility*);

**"Facility Agreement"** means the facility agreement dated on or about the date of the Debenture and made between (1) the Chargor as borrower and (2) the Lender, pursuant to which the Lender agreed to make certain facilities available to the Chargor,

**"Group"** means Gregory Property Holdings Limited and its Subsidiaries;

**"Intercreditor Agreement"** means the intercreditor agreement dated on or about the date of the Debenture to be entered into between (1) the Lender, (2) the Chargor, (3) Gregory Property Holdings Limited, (4) YF and (5) Guernsey Investments Limited;

**"Loan"** means the loan made or to be made available under the Facility or the principal amount of it outstanding for the time being of that loan,

**"Permitted Security"** means

(a) the Subordinated Security,

(b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor,

(c) any netting or set-off arrangement entered into by the Chargor with the Lender in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of the Chargor,

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(d) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Chargor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Chargor, or

(e) any Security granted in favour of the Lender; and

(f) until the first Utilisation Date:

(i) the legal charge to be entered into on or about the date of the Debenture between (1) the Chargor and (2) YF,

(ii) the legal charge dated 30 June 2008 entered into between (1) the Chargor and (2) Guernsey Investments Limited in respect of freehold land with title number WYK418113,

(iii) the legal charge dated 30 June 2008 entered into between (1) the Chargor and (2) Guernsey Investments Limited in respect of freehold land with title number WYK508088;

(iv) the debenture dated 30 June 2008 entered into between (1) the Chargor and (2) Guernsey Investments Limited;

(v) the legal charge dated 2 February 2009 entered into between (1) the Chargor and (2) Guernsey Investments Limited in respect of freehold land with title number WYK894221,

(vi) the legal charge dated 30 September 2009 and entered into between (1) the Chargor and (2) Guernsey Investments Limited in respect of freehold land with title number WYK894221,

(vii) the legal charge dated 30 September 2009 and entered into between (1) the Chargor and (2) Guernsey Investments Limited in respect of freehold land with title number WYK508088;

(viii) the debenture dated 30 September 2009 and entered into between (1) the Chargor and (2) Guernsey Investments Limited, and

(ix) the debenture dated 30 September 2009 and entered into between (1) the Chargor and (2) Clydesdale Bank plc;

**"Receiver"** includes any person or persons appointed (and any additional person or persons appointed or substituted) as an administrative receiver, a receiver and manager or a receiver by the Lender under this Deed and shall include joint Receivers;

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**"Relevant Contract"** means the agreement dated 29 July 2011 and made between (1) Tenpin (Halifax) Limited, (2) Tenpin Limited and (3) the Chargor relating to an agreement for lease dated 23 February 2007 made between the same, together with each other agreement supplementing or amending or novating or replacing the same,

**"Rental Account"** means the account designated the *"Santander Re. Gregory Projects (Halifax) Ltd Rental Account"* held by the Chargor with Santander UK plc with account number 01773798 and sort code 72-00-00 subject to Security Interests in favour of the Lender and which the Chargor acknowledges the Lender shall have sole authority to operate;

**"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,

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

**"Subordination Agreement"** means

(a) the Intercreditor Agreement; and

(b) any other intercreditor or subordination agreement entered into by the Lender and any other member of the Group and any creditor of the Group

**"Subordinated Security"** means any Security granted to a person which is subordinated to Security granted in favour of the Lender pursuant to a Subordination Agreement,

**"Subsidiary"** means a subsidiary within the meaning of section 1159 of the Companies Act 2006,

**"Utilisation Date"** means the date on which a Loan is made, and

**"YF"** means Yorkshire Forward (Yorkshire & Humber Regional Development Agency)



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

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

COMPANY NO. 5122315  
CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED 3  
AUGUST 2011 AND CREATED BY GREGORY PROJECTS  
(HALIFAX) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY 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 9 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 AUGUST 2011

D X



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES