

MG01

Particulars of a mortgage or charge

307 9710/39



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 Scottish company. To do this, please use form MG01s

FRIDAY



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A219J5CA

01/02/2013

COMPANIES HOUSE

#314

1

Company details

Company number

0 5 1 2 2 3 1 5

Company name in full

Gregory Projects (Halifax) Limited (the "Chargor")

1 2

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 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 debenture dated 28 January 2013 made between the Chargor and (2) Barclays Bank PLC as security agent (the "Security Agent") (the "Debenture")

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 Chargor to the Finance Parties (or any of them) under or pursuant to any Finance Document (including all monies to be paid under this Debenture) (the "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

In addition to the terms defined above, capitalised terms are defined at the end of this form MG01

1. Fixed Charges

1.1 The Chargor charges and agrees to charge all its present and future rights, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

(Cont .)

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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

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town

County/Region

Postcode L S 1 4 B Y

Country

DX DX 12017 LEEDS

Telephone 08700 111 111



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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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

- (a) by way of first legal mortgage.
 - (1) the Real Property specified in schedule 1 of this form MG01, and
 - (11) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Chargor not charged by clause 1.1(a)(1) above,
- (b) by way of first fixed charge.
 - (1) all other Real Property and all interests in Real Property not charged by clause 1.1(a) above;
 - (11) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
 - (111) the proceeds of sale of all Real Property;
 - (1v) the benefit of any rental deposit given or charged to the Chargor by any occupier of any Real Property;
- (c) by way of first fixed charge all plant and machinery (not charged by clause 1.1(a) above or 1.1(b) above and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge
 - (1) all computers, vehicles, office equipment and other equipment (not charged by clause 1.1(c)) above, and
 - (11) the benefit of all contracts, licences and warranties relating to the same,
- (e) by way of first fixed charge
 - (1) the Charged Securities referred to in schedule 2 of this MG01, and
 - (11) all other Charged Securities not charged by clause 1.1(e)(1) above,

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

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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

- (f) by way of first fixed charge
 - (1) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,
 - (11) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts;
 - (111) all other accounts of the Chargor (other than the General Account) with any bank, financial institution or other person at any time not charged by clauses 1 1(f) (1) or 1.1(f)(11) above and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,
- (g) by way of first fixed charge the Intellectual Property,
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 1 2 below, by way of first fixed charge such Assigned Asset,
- (1) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)
 - (1) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and
 - (11) all building contracts, appointments of professionals, collateral warranties and all rights in respect of any of them;
 - (111) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor

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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>1 2 Security assignments</p> <p>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</p> <ul style="list-style-type: none"> (a) all Rental Income (to the extent not validly mortgaged or charged within any of clauses 1 1(a) or 1 1(b) above), (b) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them, (c) each of the following <ul style="list-style-type: none"> (i) all Insurances specified in schedule 5 of this MG01, and (ii) all other Insurances not assigned by clause 1 2(c)(i) above, <p style="margin-left: 40px;">and all claims under the Insurances and all proceeds of the Insurances, and</p> (d) all other Receivables (not otherwise assigned under this clause 1.2). <p>To the extent that any Assigned Asset described in clause 1 2(c) above, is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances.</p> <p>2 Floating charge</p> <p>The Chargor charges and agrees to charge by way of first floating charge all of its present and future</p> <ul style="list-style-type: none"> (a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 1 1 above, clause 1 2 above, or any other provision of the Debenture, and (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland 	

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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>3 Continuing Security</p> <p>The Debenture 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 Debenture shall remain in full force and effect as a continuing security for the duration of the Security Period</p> <p>Note 1 - Restrictive Covenants</p> <p>1.1. The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent:</p> <ul style="list-style-type: none"> (a) create or permit to subsist any Security on any Security Asset except a Permitted Security Interest, or (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 (except as expressly permitted under the Facility Agreement) <p>2. The Chargor shall, without prejudice to Note 1 1 above, (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Rental Income.</p> <p>3. The Chargor shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Cash Collateral Account unless expressly permitted to do so under the Facility Agreement or with the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer</p> <p>4. The Chargor shall without prejudice to Note 1 1 above (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable</p> <p>5 The Chargor shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer</p>	

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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 2 - Receiver

The Debenture contains the power to appoint a receiver, or manager or administrative receiver of the whole or any part of the Security Assets or the income of the Security Assets

The Receiver shall have all the powers which are conferred on the Security Agent by clause 14 3 of the Debenture.

Note 3 - Power of Attorney

The Debenture contains a power of attorney by way of security in favour of the Security Agent, each Receiver and any Delegate

Definitions

"Account" means the General Account, the Rent Guarantee Account, the GIL Deposit Account or the Rent Account,

"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,

"Agreement for Lease" means an agreement to grant an Occupational Lease of all or part of a Property,

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 1 2 above,

"BIS" means The Department of Business, Skills and Innovation (as successor to Yorkshire Forward (Yorkshire & Humber Regional Development Agency)),

"Borrower" means Gregory Projects (Halifax) Limited, a company incorporated in England and Wales with registered number 05122315 whose registered office is at 2 The Embankment, Sovereign Street, Leeds LS1 4GP. The terms "Borrower" and "Chargor" are used interchangeably throughout this form MG01;

"Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for general business in London;

"Cash Collateral Accounts" means each Account other than the General Account, including but not limited to the accounts (if any) specified as such in schedule 3 of this MG01,

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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

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,
"Charged Securities" means

- (a) the securities specified at schedule 2 of this MG01, and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Chargor or held by a nominee, trustee, fiduciary or clearance system 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 Chargor and the Facility Agent,

"Certificate of Title" means any certificate of title supplied to the Facility Agent as a condition precedent under the Facility Agreement on or before the Utilisation Date, including confirmation that the tenant fit out works have been settled as proposed;

"Collection Account" means an account where the Chargor shall immediately upon receipt pay all monies which it receives in respect of the Receivables into

- (i) such specially designated account(s) with the Security Agent as the Security Agent may from time to time direct, or
- (ii) such other account(s) with such other bank as the Security Agent may from time to time direct,

"Construction Documents" means

- (a) the building contract (as varied by a deed of variation dated 28 October 2010) dated 25 June 2010 between (1) Marshall Construction (West Yorkshire) Limited and (2) the Borrower,

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(b) the appointment of each professional consultant in relation to the development of the Property (which shall include (without limitation) the architect, the employer's agent and quantity surveyor, the mechanical and electrical engineer, the CDM co-ordinator, the highway engineer, the civil and structural engineer and the acoustic engineer), and</p> <p>(c) the Collateral Warranties,</p> <p>any parent company guarantee or performance bond and any other document designated as such by the Facility Agent and the Chargor,</p> <p>"Counterparty" means the Original Counterparty or an Additional Counterparty,</p> <p>"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 Chargor may agree,</p> <p>"Deed of assignment" means the deed of assignment in relation to the Collateral Warranties to be entered into by the Chargor and the Security Agent in the agreed form,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Duty of Care Agreement" means a duty of care agreement entered into by the Managing Agent, the Chargor and the Security Agent in the agreed form,</p> <p>"Facility Agent" means Barclays Bank PLC,</p> <p>"Facility Agreement" means the facility agreement dated on or about the same date as the Debenture 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, (4) Barclays Bank PLC as original counterparty and (5) Barclays Bank PLC as the facility agent and security agent, pursuant to which the original lenders agreed to make certain facilities available to the Chargor;</p> <p>"Fee Letter" means any letter entered into by reference to the Facility Agreement between one or more Finance Parties and the Chargor setting out the amount of certain fees referred to in the Facility Agreement,</p> <p>"Final Maturity Date" means the third anniversary of the date of the Facility Agreement;</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Finance Document" means.</p> <ul style="list-style-type: none"> (a) the Facility Agreement; (b) a Security Document; (c) the Intercreditor Agreement, (d) a Transfer Certificate; (e) a Duty of Care Agreement, (f) a Fee Letter, (g) any Hedging Agreement, (h) a Counterparty Accession Agreement; or (i) any other document designated as such by the Facility Agent and the Chargor. <p>"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,</p> <p>"General Account" means the account in the name of the Chargor held with Barclays Bank PLC (or such other financial institution as may be approved by the Facility Agent from time to time) designated as such under the terms of the Facility Agreement,</p> <p>"GIL" means Guernsey Investments Limited, a company incorporated in Guernsey with company number 2135,</p> <p>"GIL Account Charge" means the third party account charge over the GIL Deposit Account granted by GIL in favour of the Security Agent in the agreed form;</p> <p>"GIL Deposit Account" means the account opened in the name of GIL held with Barclays Bank PLC designated as such under the terms of the Facility Agreement,</p> <p>"Guarantor" means Commercial Development Projects Limited, a company</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>incorporated in England and Wales with registered number 00993768 whose registered office is at Huddersfield Road, Elland, West Yorkshire HX5 9BW;</p> <p>"Hedging Agreement" means any interest hedging agreement entered into by the Chargor with a Counterparty in connection with interest payable under the Facility Agreement, including any collateral support agreements,</p> <p>"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in schedule 5 of this MG01,</p> <p>"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and</p> <p>(b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),</p> <p>including, without limitation, the intellectual property rights (if any) specified in schedule 1 of the Debenture (None specified),</p> <p>"Intercreditor Agreement" means an intercreditor agreement between the Subordinated Lenders, the Chargor and the Security Agent in the agreed form;</p> <p>"Interest Payment Date" means 22 January, 22 April, 22 July and 22 October in each year and the Final Maturity Date, with the first Interest Payment Date being 22 January 2013. If, however, any such day is not a Business Day, the Interest Payment Date will instead be the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).</p> <p>"Lease Document" means</p> <p>(a) an Agreement for Lease,</p> <p>(b) an Occupational Lease, or</p> <p>any other document designated as such by the Facility Agent and the Chargor,</p>	

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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

"Lender" means

- (a) an Original Lender; or
- (b) any person which becomes a Lender after the date of the Facility Agreement;

"Loan" means, unless otherwise stated in the Facility Agreement, the principal amount of the borrowing under the Facility Agreement or the principal amount outstanding of that borrowing;

"Managing Agent" means Jones Lang LaSalle or any other independent managing agent appointed by the Chargor in respect of a Property with the approval of the Facility Agent,

"Mortgage of Shares" means a mortgage of the shares of the Chargor entered into by the Shareholder in favour of the Security Agent in the agreed form;

"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject,

"Original Counterparty" means Barclays Bank Plc,

"Original Lender" means Barclays Bank Plc,

"Permitted Security Interest" means

- (a) any Security Interest arising under the Security Documents,
- (b) any Security Interest disclosed in the Certificate of Title,
- (c) any liens arising by operation of law and in the ordinary course of the relevant person's business;
- (d) any Security Interest created with the prior written consent of the Facility Agent; and
- (e) any Security Interest which is to be unconditionally and irrevocably discharged in full on the Utilisation Date

"Property" means all that freehold land known as land at Broad Street, Halifax registered at the Land Registry under title number WYK894221,

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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

"Real Property" means all Property (as defined in the Facility Agreement) now or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in schedule 1 of this MG01,

"Receivables" means all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever), other than Rental Income, together with

(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and

(b) all proceeds of any of the foregoing,

"Receiver" means a receiver appointed in accordance with clause 15 of the Debenture,

"Related Rights" means, in relation to any Charged Security

(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

(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,

"Relevant Contract" means

(a) each Hedging Agreement,

(b) each Construction Document, and

(c) each agreement specified in schedule 4 of this MG01,

together with each other agreement supplementing or amending or novating or replacing the same;

"Rent Account" means the account in the name of the Chargor and designated

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Please give the short particulars of the property mortgaged or charged

Short particulars

as the rent account (as renewed, redesignated, replaced or renumbered from time to time),

"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);

"Rent Guarantee and Account Charge" means the third party rental income undertaking and charge over the Rent Guarantee Account granted by the Guarantor in favour of the Security Agent in the agreed form,

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting of each Property, including each of the following amounts (without double counting)

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of the Chargor,
- (d) any other monies paid or payable in respect of occupation and/or usage of a Property and any fixture and fitting on a Property including any fixture or fitting on a Property for display or advertisement, on licence or otherwise,
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (f) if such surrender or variation is permitted under the Facility Agreement and subject to any conditions required by the Facility Agent in connection with that permission, any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document (including any dilapidation payments);
- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document;
- (h) any Tenant Contributions,
- (i) any sums standing to the credit of the Rent Guarantee Account at any time in place of such Rental Income which would have been received in relation to each Vacant Unit on each relevant Interest Payment Date, and

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor in connection with such changes, compensation or settlement;</p> <p>"Security" means the Security Interests created under the Security Documents,</p> <p>"Security Agreement" means a security agreement between the Chargor 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 Debenture,</p> <p>"Security Document" means:</p> <ul style="list-style-type: none"> (a) each Security Agreement, (b) the Rent Guarantee and Account Charge, (c) the GIL Account Charge, (d) the Deed of Assignment, (e) the Mortgage of Shares, (f) any other document evidencing or creating security over any asset of the Chargor to secure any obligation of the Chargor to a Finance Party under the Finance Documents, or (g) any other document designated as such by the Security Agent and the Chargor; <p>"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect,</p> <p>"Security Period" means the period beginning on the date of the Debenture 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) no Finance Party has any further commitment, obligation or liability under or pursuant to the Finance Documents 	

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Particulars of a mortgage or charge

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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

"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,

"Subordinated Lenders" means the Shareholder, the Guarantor, Marshalls Construction (West Yorkshire) Limited and BIS,

"Tenant Contributions" means any amount paid or payable to the Borrower by any tenant under a Lease Document or any other occupier of a Property, by way of

(a) contribution to:

(i) insurance premia,

(ii) the cost of an insurance valuation,

(iii) a service charge in respect of the Borrower's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property; or

(iv) a sinking fund;

(b) value added tax or similar taxes,

(c) any amounts representing contributions to rent payable under any head lease,

(d) any property management fees,

"Transfer Certificate" means a certificate, substantially in the form of Schedule 5 (*Form of Transfer Certificate*) in the Debenture, with such amendments as the Facility Agent may approve or require or any other form agreed between the Facility Agent and the Borrower

"Utilisation Date" means the date on which the Loan is borrowed by the Chargor, and

"Vacant Units" means Unit 6b and Unit 4 at the Property (and each is a "Vacant Unit")

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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

Schedule 1 Real Property

Property Description

Freehold land known as land at Broad Street, Halifax registered at the Land Registry under title number WYK894221 and freehold land known as 18 Orange Street, Halifax registered at the Land Registry under title number WYK508088 but excluding the land comprised in the transfer of part of the land comprised in title number WYK894221 dated the same date as the Debenture between (1) the Chargor and (2) Guernsey Investments Limited and the land comprised in the transfer of part of the land comprised in title numbers WYK894221 and WYK508088 dated the same date as the Debenture between (1) the Chargor and (2) W Investments Limited

Schedule 2 Charged Securities

Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
<i>Intentionally blank</i>			

Schedule 3: Charged Accounts

Cash Collateral Accounts

Account number	Type	Account Bank	Account bank branch address and sort code
43798305	Rent Account	Barclays Bank PLC	77 Albion Street, Leeds, 20-48-42

General Account

Account number	Account Bank	Account bank branch address and sort code
43143163	Barclays Bank PLC	77 Albion Street, Leeds, 20-48-42

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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

Schedule 4 Relevant Contracts

Date of relevant contract	Parties	Details of relevant contract
18 November 2005	(1) Calderdale Metropolitan Borough Council (2) Gregory Projects (Halifax) Limited	Development Agreement
29 June 2010	(1) Calderdale and Huddersfield NHS Foundation Trust (2) Gregory Projects (Halifax) Limited	Agreement for lease of office premises at Broad Street, Halifax
4 April 2008	(1) Apcoa Parking (UK) Limited (2) Gregory Projects (Halifax) Limited and (3) Apcoa Parking Holdings GmbH	Agreement for lease of the multi-storey car park at Broad Street, Halifax
23 February 2007	(1) Tenpin (Halifax) Limited (2) Gregory Projects (Halifax) Limited and (3) Tenpin Limited	Agreement for lease of the Bowling Unit at Broad Street Halifax
21 December 2007	(1) Vue Entertainment Limited (2) Gregory Projects (Halifax) Limited (3) Gregory Property Holdings Limited and Miller Developments Limited (4) Vue Entertainment Holdings (UK) Limited	Agreement for Lease of the cinema unit at Broad Street, Halifax
6 November 2008	(1) Whitbread Group Plc and (2) Gregory Projects (Halifax) Limited	Agreement for lease of the hotel premises at Broad Street, Halifax

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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

6 November 2008	(1) Whitbread Group Plc (2) Gregory Projects (Halifax) Limited	Agreement for lease of the restaurant premises at Broad Street, Halifax
25 June 2010	(1) Marshall Construction (West Yorkshire) Limited (2) Gregory Projects (Halifax) Limited	Design and Build Contract
20 July 2010	(1) City Centre Restaurants (UK) Limited (2) Gregory Projects (Halifax) Limited	Agreement for lease of the Unit 10 (Piazza Level) at Broad Street, Halifax

Schedule 5 Insurances

Insurer	Policy number
Chartis Europe Limited	24633018
Liberty Mutual	LEAAO5PI001/LEAAO5OW001
Ace Europe	UKCASO07620112
NIG	005672589/005392449



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. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 JANUARY
2013 AND CREATED BY GREGORY PROJECTS (HALIFAX)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE FINANCE PARTIES (OR
ANY OF THEM) 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

