

MG01

Particulars of a mortgage or charge

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IRIS Laserform

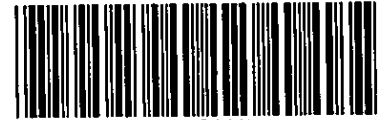
A fee is payable with this form

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
particulars of a charge for
company. To do this, please
use form MG01s

TUESDAY



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A10

05/02/2013

#316

COMPANIES HOUSE

1

Company details

Company number 5 1 2 2 3 1 5

Company name in full Gregory Projects (Halifax) Limited (the "Company")

13 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 d2 d8 m0 m1 y2 y0 y1 y3

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

Debenture

4

Amount secured

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

Amount secured

All moneys and discharge all obligations and
liabilities as at the date of the Debenture or
thereafter due, owing or incurred by it to
Marshall Construction (West Yorkshire) Limited
the "Security Trustee" and/or any Finance Party

(the "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 Marshall Construction (West Yorkshire) Limited

Address Huddersfield Road

West Yorkshire

Postcode H X 5 9 W B

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

CHARGED ASSETS**CHARGES****Fixed Charges**

Pursuant to clause 3 1 of the Debenture, the Company, with full title guarantee, charged to the Security Trustee as a continuing security for the payment and discharge of its Secured Obligations

- (a) by way of first legal mortgage, all Properties as at the date of the Debenture owned by the Company or in which the Company has an interest (including the Property detailed in the Schedule);
- (b) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of clause above) all present and future Properties now or from time to time hereafter owned by the Company or in which the Company may have an interest;

(continued)

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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 DWF LLP

X

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

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Agata Platek (2005766-2)

Company name DWF LLP

Address 1 Scott Place

2 Hardman Street

Post town Manchester

County/Region

Postcode M 3 3 A A

Country

DX DX 14313 Manchester

Telephone 0161 603 5000 (ext 5418)



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

(CONTINUED...)

- (c) by way of first fixed charge, all Equipment as at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same;
- (d) by way of first fixed charge, all Securities as at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company has an interest,
- (e) by way of first fixed charge, all Debts as at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company has an interest,
- (f) by way of first fixed charge, the proceeds of collection of all Debts,
- (g) by way of first fixed charge any and all amounts from time to time standing to the credit of all present and future accounts of the Company with any bank, financial institution or other person,
- (h) by way of first fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances,
- (i) by way of first fixed charge, the proceeds of all other sums of money received by the Company, other than those specified in clauses 3.1(e), 3.1(f), 3.1(g) or 3.1(h) of the Debenture,
- (j) by way of first fixed charge, the goodwill and uncalled capital of the Company;
- (k) by way of first fixed charge, all Intellectual Property, as at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company may have an interest,
- (l) by way of first fixed charge all its rights and interests in (and claims under) all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, concessions and franchises now or thereafter entered into by or granted to, or vested in, or novated or assigned to, the Company (including any contract for sale of or other dealing with any of the Charged Assets),
- (m) by way of assignment (to the fullest extent capable of assignment) all rental or periodic income derived from the Properties

Floating Charges

Pursuant to clause 3.2 of the Debenture, the Company, with full title guarantee, charged to the Security Trustee by way of first floating charge as a continuing security for the payment and discharge of its Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3.1 of the Debenture (Fixed Charges) or otherwise pursuant to the Debenture.

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Short particulars

NEGATIVE PLEDGE

Pursuant to clause 4.1(d) of the Debenture, the Company has undertaken with the Security Trustee that during the continuance of the security created by the Debenture the Company would not create or attempt to create or permit to arise or exist any Encumbrance over the Charged Assets or any interest therein (save as detailed in the Intercreditor Deed or arising under the Debenture).

FURTHER ASSURANCE

Pursuant to clause 5 of the Debenture, the Company has agreed to if and when at any time required by the Security Trustee execute such further Encumbrances and assurances in favour or for the benefit of the Security Trustee and do all such acts and things as the Security Trustee shall from time to time reasonably require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the Security Trustee's security over the Charged Assets or any part thereof or to facilitate the realisation of the same

POWER OF ATTORNEY

Pursuant to clause 11 of the Debenture, the Company by way of security irrevocably appointed each of the Security Trustee and any Receiver severally to be its attorney in its name and on its behalf to do all things which the Company may be required to do under the Debenture but which it has failed to do including

- to execute and complete any documents or instruments which the Security Trustee or such Receiver may require for perfecting the title of the Security Trustee to the Charged Assets or for vesting the same in the Security Trustee, its nominees or any purchaser;
- to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 5 of the Debenture (Further Assurance), and
- otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which are required for the full exercise of all or any of the powers conferred on the Security Trustee or a Receiver under the Debenture or which may be deemed expedient by the Security Trustee or a Receiver in connection with any disposition, realisation or getting in by the Security Trustee or such

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Receiver of the Receivership Assets or in connection with any other exercise of any power under the Debenture and including, but not limited to a power in favour of any Receiver to dispose for value of any of the assets of the Company over which such Receiver may not have been appointed and which are located at Property over which he has been appointed, without being liable for any losses suffered by the Company, or any part thereof.

The Company ratified and confirmed (and agreed to do so) whatever any such attorney shall do, or attempt to do, in the exercise of all or any of the powers, authorities and discretions pursuant to clause 11.1 of the Debenture

TRANSFER/ASSIGNMENT

Pursuant to clause 12.7 of the Debenture, the Security Trustee may freely assign or transfer any of its rights under the Debenture or otherwise grant an interest in any such rights to any person or persons. On request by the Security Trustee, the Company shall immediately execute and deliver to the Security Trustee any form of instrument required by the Security Trustee to confirm or facilitate any such assignment or transfer or grant of interest.

SCHEDULE

The property charged by way of legal mortgage included the land outlined in blue on the plan attached to the Debenture being part of the following registered titles

Description	Title Number	Administrative Area
18 Orange Street, Halifax, HX1 1YE	WYK508088	West Yorkshire Calderdale
Car Park, Broad Street, Halifax	WYK894221	West Yorkshire Calderdale

and, for the avoidance of doubt, excluding the land outlined in red and purple on the plan attached to the Debenture, transferred by the Company pursuant to two transfers dated on or about the date of the Debenture.

DEFINITIONS

"Charged Assets" All assets of the Company described in clauses 3 1 (Fixed Charges) and 3 2 (Floating Charges) of the Debenture.

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"Debts"	means book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim.
"Encumbrance"	means any mortgage, charge (whether fixed or floating), pledge, lien, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset and includes any agreement to create any of the foregoing.
"Equipment"	means machinery, equipment, furniture, furnishings, fittings and fixtures (excluding any fixtures and fittings belonging to a tenant) and other tangible personal property (other than Inventory) together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP.
"Finance Party"	means Commercial Development Projects Limited, (company number 993768) or Marshall Construction (West Yorkshire) Limited (company number 01424340) and "Finance Parties" shall be construed accordingly.
"Fixtures"	means, in relation to a Property, all fixtures and fittings (including trade fixtures and fittings, but excluding any fixtures and fittings belonging to a tenant), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law
"GAAP"	means accounting principles which are for the time being generally acceptable in the United

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Short particulars	<p>Kingdom.</p> <p>"Insurances" means all present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest.</p> <p>"Intellectual Property" means all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting.</p> <p>"Intercreditor Deed" means the intercreditor deed dated on or about the date of the Debenture between (1) Barclays Bank PLC as facility agent, security agent and original lender (2) the parties listed as Subordinated Creditors (3) the Company and (4) Gregory Property Holdings Limited.</p> <p>"Inventory" means inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with the Company's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them</p> <p>"Property" The property described in the Schedule to the Debenture together with freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights,</p>	

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easements and privileges appurtenant to, or benefiting, the same and "Properties" means all or any of the same, as the context requires.

"Receiver"

means any receiver and/or manager not being an administrative receiver (within the meaning of section 29(2) Insolvency Act 1986) appointed by the Security Trustee pursuant to clause 8.1 of the Debenture (Appointment).

"Receivership Assets"

has the meaning given to it in clause 8 1 of the Debenture (Appointment)

"Securities"

means stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof.



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. 13**

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 MARSHALL CONSTRUCTION
(WEST YORKSHIRE) LIMITED AND/OR ANY FINANCE PARTY
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 5 FEBRUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 FEBRUARY
2013

Op



Companies House



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