

MR04

laserform

Statement of satisfaction in full or in part of a charge

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT**
You may not use this form to
register a statement of
satisfaction in full or in part of a mortgage
charge against an LLP
LL MR04

TUESDAY



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A52SWCVK

15/03/2016

#231

COMPANIES HOUSE

1 Company details

Company number 0 5 1 2 2 3 1 5

Company name in full Gregory Projects (Halifax) Limited

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

→ Before 06/04/2013 Complete Part A and Part C

→ On or after 06/04/2013 Complete Part B and Part C

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 2 8 0 1 2 0 1 3

A2 Charge number

Please give the charge number This can be found on the certificate

Charge number* 1 3

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description Debenture in favour of Marshall Construction (West
Yorkshire) Limited

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

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A4 Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

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)

Continuation page

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

Part B Charges created on or after 06/04/2013

B1 Charge code

Please give the charge code. This can be found on the certificate

Charge code ①

□ □ □ □ - □ □ □ □ - □ □ □ □

① Charge code

This is the unique reference code allocated by the registrar

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Short particulars	Please give the short particulars of the property or undertaking charged	
	<p>(CONTINUED)</p> <p>(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,</p> <p>(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,</p> <p>(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,</p> <p>(f) by way of first fixed charge, the proceeds of collection of all Debts,</p> <p>(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,</p> <p>(h) by way of first fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances,</p> <p>(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,</p> <p>(j) by way of first fixed charge, the goodwill and uncalled capital of the Company,</p> <p>(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,</p> <p>(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),</p> <p>(m) by way of assignment (to the fullest extent capable of assignment) all rental or periodic income derived from the Properties</p>	

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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

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

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- 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 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

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	<p>DEFINITIONS</p> <p>"Charged Assets" All assets of the Company described in clauses 3 1 (Fixed Charges) and 3 2 (Floating Charges) of the Debenture</p> <p>"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</p> <p>"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</p> <p>"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</p>	

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	"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 Kingdom
	"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
	"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
	"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

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Short particulars

"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

"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, 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"

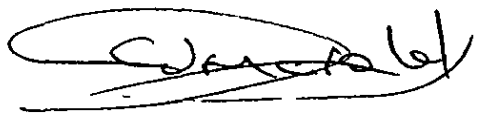
has the meaning given to it in clause 8.1 of the Debenture (Appointment)

"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

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Part C To be completed for all charges

C1	Satisfaction I confirm that the debt for the charge as described has been paid or satisfied Please tick the appropriate box <input checked="" type="checkbox"/> In full <input type="checkbox"/> In part	/
C2	Details of the person delivering this statement and their interest in the charge Please give the name of the person delivering this statement Name MARSHALL CONSTRUCTION (WEST YORKSHIRE) LIMITED Please give the address of the person delivering this statement Building name/number Huddersfield Road Street Post town Elland County/Region West Yorkshire Postcode H X 5 9 B W Please give the person's interest in the charge (e.g. chargor/chargee etc) Person's interest in the charge CHARGE Please give the person's interest in the charge (e.g. chargor/chargee etc)	/
C3	Signature Please sign the form here Signature X  X	/

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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. The contact information you give will be visible to searchers of the public record.

Contact name

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

**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
- Part A Charges created before 06/04/2013**
- ☐ You have given the charge date
- ☐ You have given the charge number (if appropriate)
- ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4
- Part B Charges created on or after 06/04/2013**
- ☐ You have given the charge code
- Part C To be completed for all charges**
- ☐ You have ticked the appropriate box in Section C1
- ☐ You have given the details of the person delivering this statement in Section C2
- ☐ You have signed the form

**Important information**

Please note that all information on this form will appear on the public record.

**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