

MG01

Particulars of a mortgage or charge

086030/12

Oyez

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
company. To do this, please
form MG01s

THURSDAY



A21

A007TUEH

15/12/2011

#118

COMPANIES HOUSE

1 Company details

Company number 0 5 9 2 5 3 3 7 ✓

Company name in full Eshton Gregory (Clough Road) Limited (the "Company")

3 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 ✓ 0 1 3 1 2 2 2 0 1 1

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 dated 13 December 2011 between (1) the Company and (2) Eshton
Property Development Limited (the "Lender") (the "Deed")

4 Amount secured

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

Amount secured ✓ All moneys and liabilities now or after the date of
the Deed due, owing or incurred by the Company to
the Lender whatsoever, in any manner and in any
currency or currencies and whether present or
future, actual or contingent, whether incurred
solely or jointly with any other person and whether
as principal or surety, together with all interest
accruing on such moneys and liabilities and all
costs, charges and expenses incurred by the Lender
(the "Secured Obligations")

Continuation page

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

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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	
Name	Eshton Property Development Limited
Address	Oxford House, Oxford Road, Guiseley, Leeds
Postcode	L S 2 0 9 A A
Name	
Address	
Postcode	

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

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 CHARGING PROVISIONS</p> <p>1 1 General</p> <p>Under the Deed, all Security created by the Company under clauses 1 2 (First legal mortgages) to 1 5 (Floating charge) inclusive is</p> <p>1 1 1 a continuing security for the payment and discharge of the Secured Obligations,</p> <p>1 1 2 granted with full title guarantee, and</p> <p>1 1 3 granted in respect of all the right, title and interest (if any), present and future in and to the relevant Secured Asset</p> <p>1 2 First legal mortgages</p> <p>The Company charges by way of first legal mortgage</p> <p>1 2 1 the Properties,</p> <p>1 2.2 all other interests and estates in freehold, leasehold or commonhold property, and, in each case, all Premises and Fixtures on such property for the time being</p> <p>1 3 Assignments</p> <p>1.3.1 The Company assigns</p> <p>1 3 1 1 the Relevant Policies, and</p> <p>1 3 1 2 the Relevant Agreements</p> <p>1 3 2 The Company shall remain liable to perform all its obligations under the Relevant Policies and the Relevant Agreements</p> <p>1 3 3 Notwithstanding the other terms of this clause 1 3, prior to the Lender demanding repayment of the Secured Obligations (or any part thereof), the Company may continue to exercise all and any of its rights under and in connection with the Relevant Agreements</p> <p>1 4 First fixed charges</p> <p>The Company charges by first fixed charge other than specific assets effectively charged by way of legal mortgage or assigned under clause 2 (First legal mortgages) or clause 1 3 (Assignments)</p> <p>1 4 1 all other interests and estate in any freehold, leasehold or commonhold property,</p> <p>1 4 2 the proceeds of sale of its Secured Property and all licence to enter on or use any Secured Property,</p> <p>(See Continuation Sheet)</p>

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

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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

N11

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 *Gordon Up* 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

BS/ESH4/4

Company name

Gordons LLP

Address

Riverside West

Whitehall Road

Leeds

Post town

County/Region

Postcode

L S 1 4 A W

Country

DX

DX 729680 LEEDS 68

Telephone

0113 227 0100



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 mortgage or charge
- ☐ 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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Amount secured

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

Amount secured

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Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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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

1 4 3 the benefit of all other agreements, instruments and rights relating to its Secured Property,
1 4 4 all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together Chattels) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
1 4 5 all book and other debts due to the Company and their proceeds (both collected and uncollected) (together Debts) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
1 4 6 all moneys from time to time standing to the credit of each account held by the Company with any bank, building society, financial institution or other person (each an Account),
1 4 7 all its Intellectual Property,
1 4 8 all its goodwill and uncalled capital;
1 4.9 the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
1 4 10 to the extent that any assignment in clause 1 3 (Assignments) is ineffective as an assignment, the assets referred to in that clause
1 5 Floating charge
The Company charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 1 1 (General), 1 2 (First legal mortgages), 1 3 (Assignments) or 1 4 (First fixed charges)
1 6 Qualifying floating charge
The Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge created by or under the Deed
1 7 Conversion of floating charge to a fixed charge
The Lender may at any time by notice in writing to the Company convert the floating charge created under clause 1 5 (Floating charge) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if
1 7 1 it has demanded repayment of all or any part of the Secured Obligations, or
1 7 2 in the opinion of the Lender that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset
1 8 Automatic conversion of floating charge to a fixed charge
If
1 8 1 the Company creates or attempts to create any Security over any of its Floating Charge Assets (unless the creation of such Security is permitted in writing by the Lender),
1 8 2 any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or
1 8 3 any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Company, (See Continuation Sheet)

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the floating charge created by the Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 1 8 3, over all of the Floating Charge Assets

2 CONTINUING SECURITY

2 1 The Security constituted by the Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Company or any other person of the whole or any part of the Secured Obligations

3 NEGATIVE PLEDGE

3 1 The Company shall not create or permit to subsist any Security over any of its assets

3 2 The Company shall not

3 2 1 sell, transfer or otherwise dispose of any of its receivables on recourse terms,

3 2 2 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

3 2 3 enter into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

3 3 Clauses 3.1 and 3 2 do not apply to any Security or arrangement which is Permitted Security

Schedule 1
Properties
Registered Land

None

Unregistered land

None

Definitions

"Account" has the meaning given to it in clause 1 4 6 (First fixed charges),

"Accounting Principles" means generally accepted accounting principles in the United Kingdom,

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission,

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

"Chattels" has the meaning given to it in clause 1 4 4 (First fixed charges),

"Debts" has the meaning given to it in clause 1 4 5 (First fixed charges),

(See Continuation Sheet)

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"Financial Indebtedness" means any indebtedness for or in respect of

- (a) monies borrowed,
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease,
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value as at the relevant date on which Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution,
- (h) any amount of any liability under an advance or deferred purchase agreement if (a) one of the primary reasons behind entering into the agreement is to raise finance or (b) the agreement is in respect of the supply of assets or services and payment is due more than 60 Business Days after the date of supply,
- (i) any amount raised under any other transaction (including any forward sale or purchase agreement and any sale and leaseback arrangement) having the commercial or economic effect of a borrowing, and
- (j) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i),

"Fixtures" means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Deed on the Secured Property,

"Floating Charge Assets" means all the assets and undertaking from time to time subject to the floating charge created under clause 1 5 (Floating charge),

"Intellectual Property" means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered; or
- (b) the benefit of all applications and rights to use such assets of the Company,

"Permitted Security" means

- (a) any Security arising under the Security Documents,
- (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 Company,
- (c) any netting or set-off arrangement entered into by the Company in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances,

(See Continuation Sheet)

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(d) any Security arising from the Company providing cash cover for the Secured Obligations,
(e) 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 Company 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 Company,
(f) any Security arising as a consequence of any finance or capital and lease of vehicles, plant, equipment or computers approved in writing by the Lender, or
(g) any Security permitted by the Lender in writing,
"Premises" means any building on a Secured Property,
"Properties" mean the property listed in Schedule 1 (Properties) (if any),
"Relevant Agreements" means any agreement otherwise designated as such by the Lender to the Company in writing,
"Relevant Policies" means all Insurance Policies (other than policies in respect of third party liability) together with all moneys payable in respect of those policies,
"Secured Assets" means, in respect of the Company, all of its assets and undertaking the subject of any Security created by or under the Deed in favour of the Lender,
"Secured Property" means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to a Security created by or under the Deed,
"Security" means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,
"Security Documents" means each of the Deed and any other document entered into by any Party creating or expressed to create any Security over all or any part of its assets in respect of the Secured Obligations;
"Treasury Transaction" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price,
"Insurance Policies" means, in respect of the Company, all policies of insurance present and future in which it has an interest



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5925337
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13
DECEMBER 2011 AND CREATED BY ESHTON GREGORY
(CLOUGH ROAD) LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO ESHTON
PROPERTY DEVELOPMENT LIMITED ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 15 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 DECEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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