

M

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

101812/351

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

122

786819

Name of company

* Crest Nicholson (South West) Limited ("Company")

Date of creation of the charge

14 May 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

Accession deed ("Deed") to a debenture creating fixed and floating charges dated 7 March 2007
("Debenture")

Amount secured by the mortgage or charge

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 Company to the Security Agent (whether on its own account or on behalf of the Security Beneficiaries) and/or the other Security Beneficiaries (or any of them) under or pursuant to any Finance Document to which the Company is a party (including all monies covenanted to be paid under the Deed), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 and Article 58 of the Companies (Jersey) Law 1991 and in respect of which the appropriate procedures in accordance with sections 155-158 of the Companies Act and Article 58 of the Companies (Jersey) Law 1991 have not been complied with ("Secured Obligations")

(Capitalised terms not defined elsewhere in this form 395 shall have the meaning given to them in Annexure 2)

Names and addresses of the mortgagees or persons entitled to the charge

The Governor and Company of the Bank of Scotland, Joint Ventures, New Usher House, 11 Earl Grey Street, Edinburgh, as security agent for the Security Beneficiaries ("Security Agent")

Postcode EH3 9BN

Presenter's name address and
reference (if any)

DLA Piper UK LLP
101 Barbirolli Square
Manchester
M2 3DL

MBG/89421/120006/14124404

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



A46
A7IU1PTC
24/05/2007
COMPANIES HOUSE

538

Short particulars of all the property mortgaged or charged

Please see Annexure 1

Please do not
write in
this margin

**Please complete
legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed DLA PIPER uk LLP

Date 21/05/07

On behalf of ~~XXXXXXXX~~ (mortgagee) ~~XXXXXXXX~~ †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

Notes

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Annexure 1

Crest Nicholson (South West) Limited

(Company number: 786819)

1. Fixed Charges

The Company charged and agreed to charge all the present and future right, title and interest of the Company in and to the following assets which are at any time owned by the Company, or in which the Company from time to time has an interest

- 1 1 by way of first legal mortgage
 - 1 1 1 the Property (if any) specified in part 1 of schedule 2 (*Details of Security Assets*) of the Deed, and
 - 1 1 2 all other Property (if any) vested in, or charged to, the Company (not charged by clause 4 1(a)(i) of the Debenture),
- 1 2 by way of first fixed charge
 - 1 2 1 all other Property and all interests in Property (not charged by clause 4 1(a) of the Debenture), and
 - 1 2 2 all licences to enter upon or use land and the benefit of all other agreements relating to land,
- 1 3 by way of first fixed charge all plant and machinery (not charged under clause 4 1(a) or 4 1(b) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,
- 1 4 by way of first fixed charge
 - 1 4 1 all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Debenture), and
 - 1 4 2 the benefit of all contracts, licences and warranties relating to the same,

other than any which is for the time being part of the Company's stock-in-trade or work-in-progress),
- 1 5 by way of first fixed charge
 - 1 5 1 all the Charged Securities referred to in part 2 of schedule 2 (*Details of Security Assets*) of the Deed,
 - 1 5 2 all other Charged Securities (not charged by clause 4 1(e)(i) of the Debenture),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- 1 6 by way of first fixed charge
 - 1 6 1 the Security Accounts and all monies at any time standing to the credit of the Security Accounts, and

1 6 2 all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 4 1(f)(i) of the Debenture,

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,

1 7 by way of first fixed charge

1 7 1 the Intellectual Property (if any) specified in schedule 2 (*Details of Security Assets*) of the Deed, and

1 7 2 all other Intellectual Property (if any) (not charged by clause 4 1(g)(i) of the Debenture),

1 8 to the extent that any of the Assigned Assets are not effectively assigned under clause 4 2 (Security assignments) of the Debenture, by way of first fixed charge those Assigned Assets,

1 9 by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)

1 9 1 the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets, and

1 9 2 any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and

1 10 by way of first fixed charge all of the goodwill and uncalled capital of the Company

2. Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its right, title and interest in and to

2 1 the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom,

2 2 the Insurances, all claims under the Insurances and all proceeds of the Insurances, and

2 3 all other Receivables (not otherwise assigned under clause 4 2(a) or 4 2(b) of the Debenture)

To the extent that any Assigned Asset described in clause 4 2(b) of the Debenture 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 Company to any proceeds of the Insurances

3. Floating Charge

The Company charged and agreed to charge by way of first floating charge all of its present and future

3 1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 4 1 (*Fixed Charges*) of the Debenture, clause 4 2 (*Security assignments*) of the Debenture or any other provision of the Debenture, and

3 2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

4. Negative Pledge

The Company will not do or agree to do any of the following without the prior written consent of the Security Agent

- 4.1 create or permit to subsist any Security on any of the Security Assets (except a Permitted Security), or
- 4.2 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 Assets (except for a Permitted Disposal)

5. Qualifying Floating Charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1985 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

Annexure 2

Crest Nicholson (South West) Limited

(Company number: 786819)

Definitions

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 of the Debenture,

"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 in part 2 of schedule 2 of the Deed (if any) and being as follows

Name of Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held
Crest Nicholson (South West) Limited	Harbourside Leisure Management Company Limited	Ordinary shares of £0.10 each	12

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 in force at the date of this Debenture) now or in future owned (legally or beneficially) by the Company, held by any nominee on its behalf or in which the Company has an interest at any time,

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents,

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Company, or in which the Company from time to time has an interest,

"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, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group,

"Intercreditor Deed" means the intercreditor deed dated 7 March 2007 and made between the Senior Agent (1), The Governor and Company of the Bank of Scotland as Arranger (2), the Senior Lenders (3), the Security Agent (4), the Facility D Agent (5), the Mezzanine Agent (6), the LNG Bank (7), the Investor Creditors (8), the Original Obligors (9), the Intra-Group Creditors (10) and the Intra-Group Debtors (11) (as each such term is defined therein),

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 7 March 2007 and made between the Parent (1), the Intermediate Parent (2), Castle Bidco Limited (3), the Original Guarantors (4), The Governor and Company of the Bank of Scotland as Arranger (5), the Original Lenders (6), the LNG Bank (7), the Agent (8) and the Security Agent (9) (as each such term is defined therein),

"Mezzanine Finance Documents" means the Finance Documents (as each such term is defined in the Mezzanine Facility Agreement),

"Permitted Disposal" means Permitted Disposal as that term is defined in each of the Senior Facilities Agreement and the Mezzanine Facility Agreement,

"Permitted Security" means Permitted Security as that term is defined in each of the Senior Facilities Agreement and the Mezzanine Facility Agreement,

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Deed, or at any time thereafter, belonging to the Company, or in which the Company has an interest at any time, together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof,
- (c) all proceeds of sale of that property, and
- (d) the benefit of all covenants given in respect thereof,

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

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

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (b) below,
- (b) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Relevant Contract" means each of the agreements specified in part 3 of schedule 2 of the Deed (if any) together with each other agreement supplementing or amending or novating or replacing the same,

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

"Security Account" has the meaning given to that term in clause 10 6(a)(ii) of the Debenture (and Security Accounts shall be construed accordingly),

"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,

"Security Beneficiaries" has the meaning given to it in the Intercreditor Deed,

"Senior Facilities Agreement" means the facilities agreement dated 7 March 2007 and made between the Parent (1), the Intermediate Parent (2), Castle Bidco Limited (3), the Original Borrowers (4), the Original Guarantors (5), The Governor and Company of the Bank of Scotland as Arranger (6), the Original Lenders (7), the LNG Bank (8), the Issuing Bank (9) the Agent (10), the Facility D Agent (11) and the Security Agent (12) (as each such term is defined therein), and

"Senior Finance Documents" means the Finance Documents (as such term is defined in the Senior Facilities Agreement)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 00786819

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ACCESSION DEED DATED THE 14th MAY 2007 AND CREATED BY CREST NICHOLSON (SOUTH WEST) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS SECURITY AGENT FOR THE SECURITY BENEFICIARIES ("SECURITY AGENT") AND/OR THE OTHER SECURITY BENEFICIARIES (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 XII OF THE COMPANIES ACT 1985 ON THE 24th MAY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th MAY 2007

RDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES