

MG01

Particulars of a mortgage or charge

Oyez

041987/52

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

FRIDAY



LD2

"LF12MOUO"

05/11/2010

36

COMPANIES HOUSE

1 Company details

Company number

0 0 8 3 6 0 2 9

Company name in full

George Wimpey North West Limited (the "Company")

23

For official use

Filing 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 / 1 1 / 2 0 1 0

3 Description

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Legal charge dated 1 November 2010 between (1) the Company, (2) Taylor Wimpey UK Limited ("TWUK") and (3) Wilmington Trust (London) Limited (as security agent) (the "Mortgagee")

4 Amount secured

Amount secured

Please give us details of the 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 in any other capacity whatsoever) of each Guarantor or Borrower or Chargor to any Secured Party in respect of New Debt under the Secured Documents (each term as defined below) (the "Secured Liabilities")

Continuation page

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

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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	Wilmington Trust (London) Limited (as agent and trustee for the Secured Creditors)
Address	Fifth Floor, 6 Broad Street Place, London
Postcode	E C 2 M 7 J H
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	<p>1. CREATION OF SECURITY</p> <p>1.1 General</p> <p>(a) The security created under the Charge</p> <p>(i) has been created in favour of the Mortgagee,</p> <p>(ii) is security for the payment of all the Secured Liabilities, and</p> <p>(iii) has been made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 save to the extent that Security Interests exist which are permitted under the Override Agreement</p> <p>(b) TWUK (as beneficial owner of the Property) expressly consents to the security created under the Charge</p> <p>1.2 Land</p> <p>(a) The Company charged by way of a first legal mortgage all its estate or interest in the Property</p> <p>(b) TWUK charged by way of a first equitable mortgage such right, title and interest as it may have in the beneficial interest in the Property together with such beneficial rights and interests it may have in the Insurances, other contracts and Authorisations charged by the Company under clauses 1 3, 1 4 and 1 5 (as set out below)</p>

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1.3 Insurance</p> <p>The Company assigned absolutely, to the extent they are assignable and subject to a proviso for re-assignment on redemption or release under the terms of the Charge, all its rights in respect of any contract or policy of insurance (the "Insurances") in respect of the Property taken out by it or on its behalf or in which it has an interest</p> <p>1.4 Other contracts</p> <p>The Company assigned absolutely, to the extent they are assignable and subject to a proviso for re-assignment on redemption or release under the terms of the Charge, all its rights under the Contracts (except to the extent that they are subject to any fixed security created under any other term of this clause)</p> <p>1.5 Authorisations</p> <p>The Company assigned absolutely to the extent they are assignable and subject to a proviso for re-assignment on redemption or release under the terms of the Charge</p> <p>(a) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset (an "Authorisation"), and</p> <p>(b) the right to recover and receive compensation which may be payable to it in respect of any Authorisation</p> <p>2. RESTRICTIONS ON DEALINGS</p> <p>The Company must not</p> <p>(a) create or permit to subsist any Security Interest on any Security Asset, or</p> <p>(b) sell, transfer, license, lease or otherwise dispose of any Security Asset or grant any right in favour of a third party over any Security Asset, or</p> <p>(c) grant any right in favour of a third party over any Security Asset save for the purposes of providing utilities, drainage or other services to the relevant Property or to the relevant Remaining Development Site,</p> <p>or agree to do any of the foregoing, except where not prohibited by the terms of the Override Agreement</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	<p>3. FURTHER ASSURANCE</p> <p>3.1 General</p> <p>The Company must, at its own expense, take whatever action the Mortgagee or a Receiver may reasonably require for</p> <p>(a) creating, perfecting or protecting any security intended to be created by the Charge, or</p> <p>(b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Mortgagee or any Receiver or any of its delegates or sub delegates in respect of any Security Asset</p> <p>This includes</p> <p>(i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Mortgagee or to its nominee, or</p> <p>(ii) the giving of any notice, order or direction and the making of any registration,</p> <p>for the purposes set out in paragraphs (a) and (b) above which, in any such case, the Mortgagee may think reasonably expedient</p> <p>3.2 Deed of Grant</p> <p>For the avoidance of doubt, this clause 3 2 shall apply where part of a registered title number only is charged</p> <p>(a) In this clause 3 2</p> <p>"Permitted Disposal" means the disposal of</p> <p>(i) individual units, dwellings or flats,</p> <p>(ii) land to be transferred or easements to be granted to statutory undertakers in order to provide, inter alia, water, electricity, gas, communication services and foul and surface water disposal facilities, and</p> <p>(iii) land to be transferred pursuant to either Section 38 and/or Section 278 of the Highways Act 1980 or Section 106 of the Town and Country Planning Act 1990,</p> <p>in respect of a Remaining Development Site only and provided that such disposal is permitted under the terms of the Override Agreement,</p>	

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Rights" means any rights, easements and reservations which are reasonably necessary and appropriate for the use and enjoyment of a Property or the relevant Remaining Development Site (as appropriate), and</p> <p>"Remaining Development Site" means the land comprised in the registered title of which a Property forms part at the date of the Charge but excluding that Property.</p> <p>(b) The parties agreed that in the event (within 21 years of the date of the Charge) of</p> <p>(i) the Mortgagee or any of the Secured Creditors exercising its power of sale over a Property arising from the Charge then the Mortgagee or Secured Creditor (as applicable) must procure that the purchaser of the Property enters into a deed of grant with the Company to grant and reserve the Rights over that Property and the Remaining Development Site (as applicable), or</p> <p>(ii) the sale by the Company of the Remaining Development Site the Company will procure that the purchaser of the Remaining Development Site enters into a deed of grant with the Company to grant and reserve the Rights over the Property and the Remaining Development Site (as applicable),</p> <p>as soon as reasonably practicable</p> <p>(c) The Company shall ensure that, where applicable, any legal mortgage granted over a Remaining Development Site after the date of the Charge (a "Subsequent Legal Charge") contains provisions whereby, in the event (within 21 years of the date of the Charge) of a sale of the Remaining Development Site by the mortgagee of the Company under a Subsequent Legal Charge, such mortgagee of the Company is obliged to enter into (or procure that the purchaser of the Remaining Development Site enters into) a deed of grant with the Company to grant and reserve the Rights over the Property and the Remaining Development Site (as applicable) as soon as reasonably practicable</p> <p>(d) Any grant of the Rights by the Mortgagee or any Secured Creditor or any mortgagee of the Company under a Subsequent Legal Charge shall be with limited title guarantee only</p> <p>(e) In this clause 3 2 references to the Property and the Remaining Development Site include any part of them (as applicable) provided that this clause 3 2 shall not apply to any Permitted Disposal</p> <p>(f) TWUK (as beneficial owner of the Property and the Remaining Development Site) expressly consented to the grant and reservation of the Rights provided for in this clause 3 2 and agreed to take any action necessary to give effect to these provisions including the execution of any document or the giving of any notice, order or direction and the making of any registration which the Mortgagee may think reasonably expedient</p>

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6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>(g) Any dispute arising in connection with this clause 3 2, and in particular the required Rights, shall be determined by an independent surveyor appointed by the Mortgagee and the Company jointly or, if they cannot agree on a joint appointment, the surveyor shall be nominated, on the application of either the Mortgagee or the Company, by the President for the time being of the Royal Institution of Chartered Surveyors or the person for the time being authorised to act on his behalf The surveyor shall act as an expert, not an arbitrator</p> <p>(h) The Company shall promptly upon completion of the Charge apply to the Land Registry for the following restriction to be entered on the title register to the Property (and the Remaining Development Site if for any reason that is allocated a different title number following completion of the Charge)</p> <p>"No disposition by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 14 2 of a legal charge dated [] made between the Chargors (as defined therein) and Wilmington Trust (London) Limited have been complied with or do not apply to the disposition"</p> <p>(i) For the avoidance of doubt, the Company confirmed and certified that the provisions of this clause 3 2 do not apply to the transfers or leases of individual plots which form part of the Remaining Development Site</p> <p>(j) The Mortgagee, as proprietor of the charge created by the Charge, consented to the registration of such easements over the Property as may be contained in the transfers or leases of individual plots forming part of the Remaining Development Site</p> <p>(k) The Company and the Mortgagee confirmed that it is not intended that the restriction relating to clause 14 2 of the Charge be carried forward to the registered titles relating to individual plots, once disposed of by sale or lease</p> <p>4. POWERS OF ATTORNEY</p> <p>(a) The Company, by way of security, irrevocably and severally appointed the Mortgagee, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Company is obliged to take under the Charge The Company ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause</p> <p>(b) TWUK, by way of security, irrevocably and severally appoints the Mortgagee, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which TWUK is obliged to take under the Charge TWUK ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause</p>

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Definitions</p> <p>"Ancillary Bonding Facility" has the meaning given to that term in the Priority Deed,</p> <p>"Borrower" means a member of the Group which is a borrower in respect of New Money Debt and/or New Surety Debt,</p> <p>"Contracts" means the agreements relating to the Property specified in Schedule 2 to the Charge (if any) or any other agreements relating to the Property to which the Company or TWUK is a party and which the Mortgagee (acting reasonably) has designated as Contracts and notified the relevant party thereof and "Contract" means any one of them,</p> <p>"Excess Bonding Debt" has the meaning given to that term in the Priority Deed,</p> <p>"Exposure" means for a Secured Creditor at any time</p> <p>(a) in relation to any loan facility, overdraft or credit line made available to any Obligor, the actual aggregate principal amount outstanding under that agreement owing to that Secured Creditor, net (in the case of overdraft facilities) of credit balances to the extent of any valid and enforceable netting arrangement in effect at the time, and</p> <p>(b) in relation to any guarantee, bond, letter of credit or similar financial accommodation issued by that Secured Creditor for the account of any Obligor, the maximum aggregate actual and/or contingent liability of that Secured Creditor under that instrument at that time,</p> <p>and including in each case accrued interest, fees, commissions, banking, legal and other charges and expenses that is due and payable or other premiums,</p> <p>"Group" means Taylor Wimpey plc and its subsidiaries from time to time,</p> <p>"Guarantor" means a member of the Group which is a guarantor in respect of New Money Debt and/or New Surety Debt</p> <p>"New Debt" means all Exposure of any Obligor to a Secured Creditor in respect of the New Money Debt or the New Surety Debt to the extent that the applicable limits in relation to that New Debt set out in clause 4 (New Debt Limits) of the Priority Deed are not breached,</p> <p>New Debt set out in clause 4 (New Debt Limits) of the Priority Deed are not breached,</p> <p>"New Money Creditor" has the meaning given to that term in the Priority Deed,</p> <p>"New Money Debt" means UK New Money Debt or U S New Money Debt other than any Excess Bonding Debt under an Ancillary Bonding Facility,</p> <p>"New Surety Debt" means any Exposure incurred by any Surety Provider under a Relevant Performance Bond issued or renewed under a Surety Facility after 1 March 2009, provided that such liability shall only constitute New Surety Debt if</p>

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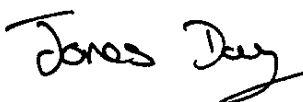


6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) the Relevant Performance Bond was provided on behalf of Taylor Wimpey plc or a UK Subsidiary or, to the extent it is US Replacement Surety Debt permitted under clause 4 (New Debt Limits) of the Priority Deed, a US Subsidiary, and</p> <p>(b) it is not Excess Bonding Debt,</p> <p>"New Surety Provider" means any Surety Provider which has made available any new Surety Debt,</p> <p>"Obligor" means an Original Obligor or a member of the Group which accedes to the Priority Deed as an Obligor (which shall include a member of the Group who provides Security for New Debt),</p> <p>"Original Obligor" means the companies listed in schedule 1 (original parties) to the Priority Deed,</p> <p>"Override Agreement" means the override agreement dated 7 April 2009 between Taylor Wimpey plc, the Original Borrowers, the Original Guarantors, the Original Creditors, the Existing Bank Agent and the Restructuring Agent (each term as defined therein),</p> <p>"Priority Deed" means the priority deed dated 30 April 2009 between, amongst others, the New Money Creditors and the Mortgagee regarding the ranking of the New Debt,</p> <p>"Property" means that part of title number CYM26020 shown edged red on the plan numbered 1 attached to the Charge and every part of it including</p> <p>(a) all buildings, fixtures, fittings and fixed plant and machinery on it,</p> <p>(b) all alterations and additions to it, and</p> <p>(c) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of it or any moneys paid or payable in respect of those covenants,</p> <p>"Receiver" a receiver, receiver and manager or administrative receiver appointed under a Security Document,</p> <p>"Relevant Performance Bond" means a performance bond, guarantee, bid bond, retention bond, advance payment bond, guarantee of land or building rental payments, guarantee of trade payment obligations or other similar instrument entered into in the ordinary course of business by a member of the Group (or by a bank, the National House Building Council or financial institution with a counter-indemnity from a member or members of the Group) in relation to the obligations of any member of the Group but, for the avoidance of doubt, does not include any guarantee (directly or indirectly) of financial indebtedness</p>	

	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Secured Creditor" means a New Money Creditor or a New Surety Provider,</p> <p>"Secured Document" means any document providing for, evidencing or securing (and only to the extent of) the New Debt,</p> <p>"Secured Party" means any Secured Creditor and the Mortgagee,</p> <p>"Security" means any Security Interest created by a Security Document,</p> <p>"Security Assets" means all assets of the Company and TWUK the subject of any security created by the Charge,</p> <p>"Security Document" has the meaning given to that term in the Override Agreement,</p> <p>"Security Interest" means any mortgage, standard security, pledge, lien, charge (fixed or floating), assignation, assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or security interest or any other agreement or arrangement having the effect of conferring security,</p> <p>"Subsidiary" means</p> <p>(a) a subsidiary within the meaning of section 1159 of the Companies Act 2006, and</p> <p>(b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006</p> <p>"Surety Facility" means a surety facility or agreement for the issue of Relevant Performance Bonds which is listed in Schedule 2 (Facilities) to the Priority Deed as a Surety Facility or which becomes a Surety Facility in accordance with Clause 11.5 (Surety Facilities) of the Priority Deed provided that, in each case, the provider of which is party to the Priority Deed as a Surety Provider,</p> <p>"Surety Provider" has the meaning given to that term in the Priority Deed,</p> <p>"UK New Money Debt" has the meaning given to that term in the Priority Deed,</p> <p>"UK Subsidiary" means a Subsidiary of Taylor Wimpey plc incorporated in the United Kingdom or which operates part of the Group's business in the United Kingdom,</p> <p>"U.S. New Money Debt" has the meaning given to that term in the Priority Deed,</p> <p>"U.S. Replacement Surety Debt" means any New Surety Debt made available by a New Surety Provider in order to renew Relevant Performance Bonds for the purpose of the US business of the Group, and</p> <p>"U.S. Subsidiary" means a Subsidiary of Taylor Wimpey plc incorporated or organised under the laws of the United States of America including the District of Columbia or that operates part of the Group's business in the United States of America</p>	

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7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil.	
8	Delivery of instrument	
	<p>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 866)</p> <p>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 870) 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)</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>×  ×</p>	
	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

Nick Davies

Company name

Jones Day

Address

21 Tudor Street

Post town

London

County/Region

Postcode

EC4Y 0DJ

Country

DX

DX 67 London/Chancery

Telephone

020 7039 5959



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



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 836029
CHARGE NO. 23

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 1
NOVEMBER 2010 AND CREATED BY GEORGE WIMPEY NORTH
WEST LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH GUARANTOR OR BORROWER OR
CHARGOR TO ANY SECURED 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 NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 NOVEMBER
2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES