

MG01

Particulars of a mortgage or charge



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 use
form MG01s

WEDNESDAY



A12 *A2345GRZ* #278
27/02/2013
COMPANIES HOUSE

1

Company details

Company number

0 0 8 9 2 8 3 2

Company name in full

St Modwen Developments Limited (the "Company")

1 4 4 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 d1 m0 m2 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

Legal mortgage - phase 2 dated 21 February 2013 between (1) the Company,
(2) Persimmon Homes Limited (the "Chargee"), (3) Coed Darcy Limited and
(4) Coed Darcy Estates Management Ltd (the "Legal Mortgage")

4

Amount secured

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

Amount secured

Pursuant to clause 21 of the Legal Mortgage, the
Company shall, on demand, pay to the Chargee and
discharge:

(a) the SM Liabilities; and

(b) all interest due pursuant to clause 38 of the
Put and Call Option Agreement (including, without
limitation, default interest) accruing in respect
of the monies or liabilities described at (a) and
(b) above (the "Secured Obligations")

Continuation page

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

MG01

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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

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

Name Persimmon Homes Limited

Address Persimmon House, Fulford, York

Postcode Y O 1 9 4 F E

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 Please see attached continuation page

MG01 - continuation page
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

6.1 Fixed Charges

Pursuant to clause 3.1 of the Legal Mortgage, the Company, with full title guarantee, from the date of the Legal Mortgage charges to the Chargee as a continuing security for the payment and discharge of the Secured Obligations

- (a) by way of first legal mortgage, its legal and beneficial interest in the Property,
- (b) by way of first fixed charge, the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Company is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise relating to the Property, including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them,
- (c) by way of first fixed charge, all its rights in the Insurances (if any) and all moneys from time to time payable to the Company under or pursuant to such Insurances including without limitation the right to the refund of any premiums to the extent not effectively assigned under clause 1 1 (Assignment) of the Legal Mortgage

6.2 Negative Pledge

Pursuant to clause 3 2 of the Legal Mortgage, the Company from the date of the Legal Mortgage covenants with the Chargee that unless permitted by the terms of the Put and Call Option Agreement or with the prior written consent of the Chargee; it will not:

- (a) dispose of the Property in whole or in part,
- (b) dispose of all or any of the other Charged Assets, or
- (c) create or attempt to create or permit to subsist in favour of any person other than the Chargee any Encumbrance on or affecting the Charged Assets or any part thereof.

6.3 Further Assurance

Pursuant to clause 6 of the Legal Mortgage, the Company shall if and when at any time required by the Chargee immediately execute such further Encumbrances and assurances in favour or for the benefit of the Chargee and do all such acts and things as the Chargee shall from time to time reasonably require over or in relation to all or any of the Charged Assets, to perfect or protect the Chargee's security over the Charged Assets or any part thereof created or intended to be created under or

MG01 - continuation page

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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

evidenced by the Legal Mortgage.

6.4 Continuing Security

Pursuant to clause 12.1 of the Legal Mortgage, the Legal Mortgage and the obligations of the Company under the Legal Mortgage shall extend to the ultimate balance from time to time owing in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever

Definitions

"**Charged Assets**" means all assets of the Company described in clause 3 1 (Fixed charges) of the Legal Mortgage

"**Encumbrance**" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, 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 (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing

"**Insurances**" means all contracts or policies of insurance in respect of the Property (as at the date of the Legal Mortgage or in the future) taken out by the Company or in which the Company from time to time has an interest and all of the proceeds of the same

"**Property**" means the freehold or leasehold property (whether registered or unregistered) owned by the Company described in Schedule 1 of the Legal Mortgage.

"**Put and Call Option Agreement**" means the Put and Call Option Agreement between (1) St Modwen Properties PLC, (2) the Company and (3) the Chargee dated 30 July 2010 as amended by a supplemental agreement dated 20 September 2011 and further amended and restated by a supplemental agreement dated 31 May 2012 in relation to the Property and other land.

"**SM Liabilities**" shall have the meaning given to such term in the Put and Call Option Agreement

Schedule 1

The Property

Address - Land at Llandarcy Neath, Wales shown edged red on the plan attached to the Legal Mortgage

County/District/London Borough - Neath Port Talbot

MG01 - continuation page

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6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

Title Number - Part of CYM410797.

MG01

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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 *Squire Sanders (UK) LLP* X

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

MG01

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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 Ben York

Company name Squire Sanders (UK) LLP

Address Rutland House

148 Edmund Street

Post town Birmingham

County/Region

Postcode B 3 2 J R

Country England

DX 708610 Birmingham 17

Telephone +44 (0)121 222 3000



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

DX



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 892832
CHARGE NO. 144**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 21
FEBRUARY 2013 AND CREATED BY ST. MODWEN
DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO PERSIMMON
HOMES LIMITED 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 27 FEBRUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 MARCH 2013



Companies House



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