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COMPANIES FORM No 395

Particulars of a mortgage or charge

128587113
395

CHFP000

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

Pursuant to section 395 of the Companies Act 1985

Please do not write
in this margin

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

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

For Official use

Company Number

10

01406599

Name of Company

*insert full name of
company

Crest Nicholson (Chiltern) Limited (the "Chargor")

Date of creation of the charge

29 July 2009

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

A fixed security document dated 29 July 2009 (the "Security Document") created by the Chargor in favour of Bank of Scotland plc as the security agent (the "Security Agent").

Amount secured by the mortgage or charge

10
All present and future moneys, debts and liabilities due, owing or incurred by it to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) (the "Liabilities").

Name and address of the mortgagees or persons entitled to the charge

Bank of Scotland plc as security agent for the benefit of the Finance Parties

LIBOR Product Management (Agency), Level 1 Citymark, 150 Fountainbridge

Edinburgh, United Kingdom.

Postcode

EH3 9PE

Presentor's name address and
reference (if any):

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Ref: Nick Le Masurier/Brian Tomlinson (L-157334)

Time critical reference

For official Use
Mortgage Section

Post room

TUESDAY



LD3

"L2U63C46"
04/08/2009
COMPANIES HOUSE

367

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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 LINKLATERS LLP Date 30 JUL 2009

On behalf of mortgagee¹

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Note

¹ 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, e.g. "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 including 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. Cheques and Postal Orders are to be made payable to Companies House.
6. The address of the Registrar of Companies is:-

Short particulars of all the property mortgaged or charged**1 FIXED CHARGES**

The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charged in favour of the Security Agent (as trustee for the Finance Parties) subject to any prior ranking Permitted Security:

- (a) by way of first fixed equitable mortgage, the Real Property described in Schedule 3 (Real Property) to the Security Document belonging to it at the date of the Security Document; and
- (b) by way of first fixed charge, all its present and future:
 - (i) rights under any agreement relating to the purchase of any of the Real Property;
 - (ii) rights under any agreement for the sale of any of the Real Property (or any other Charged Asset);
 - (iii) benefit in respect of any Authorisations (to the extent held in connection with the use of any of the Real Property) and the right to recover and receive all compensation which may be payable in respect of them;
 - (iv) interest in the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery, equipment, fixtures and fittings at the date of the Security Document or in future on any of the Real Property and/or by any other person under contract with or under a duty to the Chargor in respect of them;
 - (v) easements and other rights at any time vested in, or conferred on, the Chargor in connection with or otherwise for the benefit of any of the Real Property; and
 - (vi) rights under any contract relating to the development or refurbishment of any of the Real Property.

2 RESTRICTIONS

The Security Document contains a negative pledge, restrictions on disposals covenant and a covenant for further assurances.

Short particulars of all the property mortgaged or charged**DEFINITIONS**

any reference to "**assets**" include present and future properties, revenue and rights of every description (solely to the extent to which they relate to Real Property);

"**Authorisation**" is defined in the Senior Facilities Agreement as an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Charged Assets**" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"**Charges**" means all or any of the Security created or expressed to be created by or pursuant to the Security Document.

"**Finance Document**" is defined in the Senior Facilities Agreement as the Stage 1 Finance Documents, the Stage 2 Finance Documents, any Accession Letter, the Amendment Agreement, the Second Amendment Agreement, the Third Amendment Agreement, any Ancillary Document, Compliance Certificate, any Hedging Agreement, the Hedging Letter, any Resignation Letter, any Transaction Security Document, any Utilisation Request, any Intercreditor Accession Deed, the Restructuring Agreement and any other document designated as a "**Finance Document**" by the Agent and the Parent (each as defined in the Senior Facilities Agreement).

"**Finance Party**" is defined in the Senior Facilities Agreement as the Agent, any Issuing Bank, the LNG Bank, the Security Agent, a Lender, a Hedging Counterparty or any Ancillary Lender (each as defined in the Senior Facilities Agreement).

"**Fixtures**" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

"**Permitted Security**" has the meaning given to it in the Senior Facilities Agreement.

"**Real Property**" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

"**Security**" is defined in the Senior Facilities Agreement as 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.

"**Senior Facilities Agreement**" means the senior facilities agreement originally dated 7 March 2007 and amended and restated on 10 May 2007, and amended and restated on 4 July 2007 and further amended and restated on 1 August 2007 and as further amended and restated on or about the date of the Security Document between, *inter alios*, the Chargor, Castle Bidco Limited and Bank of Scotland plc as Arranger, Agent and Security Agent.

Short particulars of all the property mortgaged or charged

Note (1): The Real Property specified in Schedule 3 (*Real Property*) to the Security Document are as follows:

Project/Phase name	Title Number(s)	Registered Proprietor
Region: Crest Nicholson (Chiltern) Limited		
<u>Middleton</u>	<u>BM337107</u>	Crest Nicholson (Chiltern) Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1406599
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED SECURITY DOCUMENT
DATED 29 JULY 2009 AND CREATED BY CREST NICHOLSON
(CHILTERN) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ANY FINANCE PARTY
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 4 AUGUST
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 AUGUST 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES