

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

COMPANIES FORM No. 395

017507/13

## 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

11015

02714200

Name of company

\* Midas Homes Limited

Date of creation of the charge

30 June 2008

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

A supplemental legal charge dated 30 June 2008 (the "Supplemental Legal Charge") made by way of deed between (1) the Chargor and (2) HSBC Bank Plc as agent and trustee for each of the Finance Parties (the "Security Agent")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by an Obligor or by some other person) of each Obligor to the Finance Parties (or any of them) under each of the Finance Documents except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law (the "Secured Obligations")

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

HSB Bank Plc in its capacity as Security Agent, Level 24, 8 Canada Square, London

Postcode E14 5HQ

Presentor's name address and  
reference (if any)

Over Taylor Biggs  
4 Cranmere Court  
Lustleigh Close  
Matford Business Park  
EXETER EX2 8PW  
Ref JMN/1068 1260 6

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

TUESDAY



A17

15/07/2008  
COMPANIES HOUSE

262

Short particulars of all the property mortgaged or charged

Please see Schedule 1

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date 14.7.08

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

† delete as  
appropriate

Notes

- 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

FORM M395  
MIDAS HOMES LIMITED  
COMPANY NO: 012714200

**SCHEDULE 1**  
**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

**1      MORTGAGE**

The Chargor charges with full title guarantee in favour of the Security Agent (as trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first legal mortgage the freehold and leasehold property specified in Schedule 2 (Mortgaged Property) below (the "**Mortgaged Property**")

**2      COVENANTS FOR FURTHER ASSURANCE**

This Supplemental Legal Charge contains covenants for further assurance

**3      NEGATIVE PLEDGE**

This Supplemental Legal Charge contains a negative pledge

**FORM M395**  
**MIDAS HOMES LIMITED**  
**COMPANY NO: 012714200**

**SCHEDULE 2**  
**MORTGAGED PROPERTY**

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number(s)</b>
Midas Homes Limited	Land lying to the East of Bucklebury, Shebbear, Beaworthy EX21 5SA	Freehold	DN475846
Midas Homes Limited	Land to the east side of Byrne Vale, Shebbear, Beaworthy EX21 5RU	Freehold	DN570820

FORM M395  
MIDAS HOMES LIMITED  
COMPANY NO: 012714200

### SCHEDULE 3 DEFINITIONS

In this Form M395

**"Accession Letter"** means a document substantially in the form set out in Schedule 6 of the Facility Agreement (*Form of Accession Letter*)

**"Additional Borrower"** means a company which becomes an Additional Borrower in accordance with Clause 28 of the Facility Agreement (*Changes to the Obligors*)

**"Additional Guarantor"** means a company which becomes an Additional Guarantor in accordance with Clause 28 of the Facility Agreement (*Changes to the Obligors*)

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

**"Ancillary Lenders"** means Barclays Bank Plc and HSBC Bank Plc (and "Ancillary Lender" means either of them)

**"Arrangers"** means Barclays Capital, HSBC Bank Plc, The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland Plc as mandated lead arrangers (whether acting individually or together)

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a borrower in accordance with Clause 28 of the Facility Agreement (*Changes to the Obligors*)

**"Company"** means Galliford Try Plc

**"Facility Agent"** means HSBC Bank Plc as facility agent of the other Finance Parties

**"Facility Agreement"** means the facilities agreements dated 8 February 2007 between, amongst others, the Company, the original Borrowers, the Original Guarantors, the Arrangers, the Security Agent and the Original Lenders

**"Fee Letter"** or **"Fee Letters"** means any letter or letters dated on or about the date of the Legal Charge between the Arrangers and the Company (or the Facility Agent and the Company) setting out any of the fees referred to in Clause 15 (*Fees*) of the Facility Agreement

**"Finance Documents"** means the Facility Agreement, the Transaction Security Documents, the Mandate Letter, any Fee Letter, any Accession Letter, any Resignation Letter and any other document designated as such by the Facility Agent and the Company

**"Finance Party"** or **"Finance Parties"** means the Facility Agent, the Security Agent, the Issuing Bank, the Arrangers, a Lender and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender)

**"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

**"Issuing Bank"** means HSBC Bank Plc as issuing bank

**"Legal Charge"** means a legal charge dated 9 March 2007 made by way of deed by Galliford Try Plc (00836539), Galliford Try Services Limited (01306929), Galliford Try Properties Limited (00060572), Galliford Try Construction Limited (02472080), Galliford Try Investments Limited (05047034), Galliford Try Homes Limited (03158857), Galliford Try Partnerships Limited (00800384), Rock & Alluvium Limited (01795468), Pentland Limited (04257636), Stamford Homes Limited (00409955), Midas Homes Limited (02714200), Morrison Construction Limited (SC055775), Morrison Highway Maintenance Limited (04172749), Gerald Wood Homes Limited (03586768), Chartdale Homes Limited (01938208), Galliford Brick Factors Limited (00451055), Chartdale Limited (01792431), Try Group Limited (01989257), Try Accord Limited (01894256), Try Construction Limited (01983966), Try Homes Limited (01108676), Questsun Limited (02256197), Chancery Court Business Centre Limited (02461530), Galliford Try Plant Limited (05860430), Galliford Try Employment Limited (02252941), AWG Shelf 9 Limited (04530735), and Redplay Limited (04358567) as chargors in favour of HSBC Bank Plc as the agent and trustee for each of the Finance Parties

**"Lender"** means (a) any Original Lender and (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 27 (*Changes to the Lenders*) of the Facility Agreement, which in each case has not ceased to be a Party in accordance with the Facility Agreement

**"Mandate Letter"** means the letter dated 30 January 2007 between the Arrangers, the Company and others

**"Obligors"** means a Borrower or Guarantor under the Facility Agreement

**"Original Borrowers"** means Galliford Try Plc, Galliford Try Services Limited, Galliford Try Properties Limited, Galliford Try Construction Limited, Galliford Try Investments Limited, Galliford Try Homes Limited, Galliford Try Partnerships Limited, Rock & Alluvium Limited, Pentland Limited, Stamford Homes Limited, Midas Homes Limited, Morrison Construction Limited, Morrison Highway Maintenance Limited, Gerald Wood Homes Limited, Chartdale Homes Limited, Galliford Brick Factors Limited, Chartdale Limited, Try Group Limited, Try Accord Limited, Try Construction Limited, Try Homes Limited, Chancery Court Business Centre Limited, Questsun Limited, Galliford Try Plant Limited and Galliford Try Employment Limited, or, when referred to in the singular, the applicable individual original borrower out of the Original Borrowers

**"Original Guarantors"** means Galliford Try Plc, Galliford Try Services Limited, Galliford Try Properties Limited, Galliford Try Construction Limited, Galliford Try Investments Limited, Galliford Try Homes Limited, Galliford Try Partnerships Limited, Rock & Alluvium Limited, Pentland Limited, Stamford Homes Limited, Midas Homes Limited, Morrison Construction Limited, Morrison Highway Maintenance Limited, Gerald Wood Homes Limited, Chartdale Homes Limited, Galliford Brick Factors Limited, Chartdale Limited, Try Group Limited, Try Accord Limited, Try Construction Limited, Try Homes Limited, Chancery Court Business Centre Limited, Questsun Limited, Galliford Try Plant Limited, Galliford Try Employment

Limited, AWG Shelf 9 Limited and Redplay Limited, or, when referred to in the singular, the applicable individual original guarantor out of the Original Guarantors

**"Original Lenders"** means Barclays Bank Plc, HSBC Bank Plc, The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland Plc, or, when referred to in the singular, the applicable individual original lender out of the Original Lenders

**"Party"** means a party to the Facility Agreement

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Facility Agreement

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

**"Subsidiary"** or **"Subsidiaries"** means a subsidiary within the meaning of section 736 of the Companies Act 1985

**"Transaction Security Documents"** means each of the documents listed as being a Transaction Security Document in paragraph 2 (*Conditions Precedent*) of Part IB of Schedule 2 of the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets (owned now or in the future) in respect of the obligations of any of the Obligors under any of the Finance Documents



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

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

COMPANY NO. 2714200  
CHARGE NO. 105

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE  
DATED 30 JUNE 2008 AND CREATED BY MIDAS HOMES  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES (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  
15 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JULY 2008



Companies House  
— for the record —

PS



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES