

# MG01

## Particulars of a mortgage or charge



300323-13

**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  
company. To do this, please use  
form MG01s

TUESDAY



\*A1J7HWII\*

A26

09/10/2012

#52

COMPANIES HOUSE

1

### Company details

Company number

0 2 7 1 4 2 0 0

Company name in full

LINDEN SOUTH WEST LIMITED

1 2 9

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

d2 d4 m0 m9 y2 y0 y1 y2

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 Charge (the "Deed")

4

### Amount secured

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

Amount secured

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 each Obligor to the Secured  
Parties (or any of them) under or pursuant to any  
Finance Document (including all monies covenanted  
to be paid under the Deed), (the "Secured  
Obligations")

(see continuation page)

**Continuation page**

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

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## Particulars of a mortgage or charge

### 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 HSBC Bank plc (the "Security Agent")

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

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

#### 1. GRANT OF SECURITY

All Security and dispositions created or made by or pursuant to the Deed are created or made

- (a) in favour of the Security Agent,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

#### 2 FIXED SECURITY

##### 2.1 Fixed charges

The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets

- (a) by way of first legal mortgage the Property,
- (b) by way of first fixed charge
  - (i) the benefit of all agreements relating to the Property
  - (ii) all fittings at any time on the Property, and
  - (iii) the proceeds of sale of all or any part of the Property,
- (c) the benefit of all licences, consents, and Authorisations held or used in connection with the Chargor's ownership or use of the Property, in each case other than any asset subject to an Exclusion unless and until the same is Satisfied

(see continuation page)

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## Particulars of a mortgage or charge

### 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)

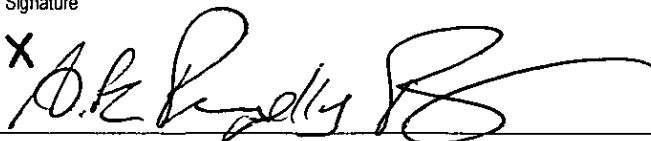
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate 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  X

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

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## Particulars of a mortgage or charge



### 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 **JOE PENGELLY**

Company name **Boyce Hatton Solicitors**

Address **58 The Terrace**

Post town **Torquay**

County/Region **Devon**

Postcode **T Q 1 1 D E**

Country **England**

DX **59202 Torquay (2)**

Telephone **01803 403403**



### 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](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTE</p> <p>In this form</p> <p><b>"Affiliate"</b> 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. Notwithstanding the foregoing, in relation to The Royal Bank of Scotland plc, the term "Affiliate" shall not include (i) the UK government or any member or instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof) or (ii) any persons or entities controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) and which are not part of The Royal Bank of Scotland Group plc and its subsidiaries or subsidiary undertakings,</p> <p><b>"Arranger"</b> means whether acting individually or together, Barclays Corporate, HSBC Bank plc and The Royal Bank of Scotland plc,</p> <p><b>"Authorisations"</b> means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p><b>"Borrower"</b> means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 25 (<i>Changes to the Obligors</i>) of the Facility Agreement,</p> <p><b>"Charged Property"</b> means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security,</p> <p><b>"Compliance Certificate"</b> means a certificate substantially in the form set out in Schedule 9 (<i>Form of Compliance Certificate</i>) of the Facility Agreement,</p> <p><b>"Delegate "</b> means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p><b>"Event of Default "</b> means any event or circumstance specified as such in Clause 23 (<i>Events Of Default</i>) of the Facility Agreement,</p> <p><b>"Exclusion"</b> means a legal, valid and binding restriction in respect of any asset held by any Chargor which either precludes absolutely the creation of Security over that asset or requires the prior consent of any third party (other than any member of the Group) to the creation of Security over that asset,</p> <p><b>"Facility Agent"</b> has the meaning ascribed to it in the Facility Agreement,</p> <p><b>"Facility Agreement"</b> means the facility agreement dated 25 May 2011 and made between (1) Galliford Try plc as Company, (2) the subsidiaries of the Company listed in schedule 1 therein as borrowers, (3) the subsidiaries of the Company listed in schedule 1 as guarantors, (4) Barclays Corporate, HSBC Bank plc and The Royal Bank of Scotland plc as Arrangers, (5) the financial institutions listed in schedule 1 as Original Lenders, (6) the persons listed in part IV of schedule 1 as Hedge Counterparties and (7) HSBC Bank plc as Facility Agent and the Security Agent,</p> <p><b>"Fee Letter"</b> means</p>	

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(a) any letter or letters dated on or about the Signing Date (the date of the Facility Agreement) between the Arranger and the Company (or the Facility Agent and the Company or the Security Agent and the Company) setting out any of the fees referred to in Clause 12 (<i>Fees</i>), and</p> <p>(b) any agreement setting out fees payable to a Finance Party referred to in paragraph (e) of Clause 2.2 (<i>Increase</i>) of the Facility Agreement,</p> <p><b>"Finance Document"</b> means the Facility Agreement, any Compliance Certificate, the Transaction Security Documents, any Intercreditor Agreement, the Mandate Letter (as defined in the Facility Agreement), any Fee Letter, any Hedging Agreement, any Ancillary Document (as defined in the Facility Agreement), any Accession Letter (a document substantially in the form set out in Schedule 7 (<i>Form of Accession Letter</i>) of the Facility Agreement), any Resignation Letter (as defined in the Facility Agreement), any Utilisation Request and any other document designated as such by the Facility Agent and the Company</p> <p><b>"Group"</b> means the Company and its Subsidiaries from time to time,</p> <p><b>"Guarantor"</b> means an Original Guarantor or an Additional Guarantor (as defined in the Facility Agreement), unless it has ceased to be a Guarantor in accordance with Clause 25 (<i>Changes to the Obligors</i>) of the Facility Agreement,</p> <p><b>"Hedging Agreement"</b> means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging the interest rate liabilities in relation to the Facility in an amount not exceeding the amount of the Total Commitments (as defined in the Facility Agreement)</p> <p><b>"Hedge Counterparty"</b> means</p> <p>(a) any Original Hedge Counterparty (as defined in the Facility Agreement (regardless of whether it is also a Lender)), and</p> <p>(b) any person which is a Lender or an Affiliate of a Lender which has become a Party (as defined in the Facility Agreement) as a Hedge Counterparty in accordance with Clause 24.10 (<i>Accession of Hedge Counterparties</i>) of the Facility Agreement,</p> <p><b>"Holding Company"</b> means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary,</p> <p><b>"Intercreditor Agreement"</b> means an agreement approved by the Security Agent (acting reasonably) between the person entitled to a Deferred Payment (as defined in the Facility Agreement) whose interest has been protected by the registration of a charge against a Mortgaged Property and the Security Agent setting out the arrangement between the Security Agent and the counterparty the rights and entitlements of the counterparty against the Mortgaged Property to cover the relevant Deferred Payment owed to it,</p> <p><b>"Lender"</b> means</p> <p>(a) any Original Lender (as defined in the Facility Agreement), and</p>	

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(b) any bank, financial institution, trust, fund or other entity which has become a Party (as defined in the Facility Agreement) in accordance with Clause 24 (<i>Changes to the Lenders</i>) of the Facility Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement</p> <p><b>"Mortgaged Property"</b> means each of</p> <p>(a) the properties listed in the Schedule (<i>Properties</i>) thereto, and</p> <p>(b) any other present or future freehold and leasehold property in which an Obligor has an interest which is required to be provided as Security in order to satisfy the test set out in paragraph (d) of Clause 21 2 (<i>Financial condition</i>), of the Facility Agreement,</p> <p>but, in each case, only to the extent that such properties are subject to Transaction Security,</p> <p><b>"Obligor"</b> means a Borrower or a Guarantor,</p> <p><b>"Original Borrowers"</b> has the meaning ascribed to in the Facility Agreement,</p> <p><b>"Original Guarantors"</b> has the meaning ascribed to in the Facility Agreement,</p> <p><b>"Permitted Disposal"</b> means any sale, lease, licence, transfer or other disposal whether by one transaction or a series of transactions and whether at the same time or over a period of time which, except in the case of paragraphs (b) and (c), is on arm's length terms</p> <p>(a) of trading stock (including land) or cash made by any member of the Group in the ordinary course of trading of the disposing entity,</p> <p>(b) of any asset by a member of the Group (the <b>"Disposing Company"</b>) to another member of the Group (the <b>"Acquiring Company"</b>), but if</p> <p>(c) the Disposing Company is an Obligor, the Acquiring Company must also be an Obligor, and</p> <p>(d) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset,</p> <p>(e) of shares in a member of the Group by one Obligor to another Obligor,</p> <p>(f) of assets (other than shares in any Obligor) in exchange for other assets comparable or superior as to type, value or quality,</p> <p>(g) of obsolete or redundant vehicles, plant and equipment for cash,</p> <p>(h) constituted by a licence of intellectual property rights permitted by Clause 22 18 (<i>Intellectual Property</i>) of the Facility Agreement,</p> <p>(i) to a Joint Venture, to the extent permitted by Clause 22 13 (<i>Joint ventures</i>) of the</p>	

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## Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>Facility Agreement,</p> <p>(j) of fixed assets where the proceeds of disposal are used immediately to purchase replacement fixed assets comparable or superior as to type, value and quality,</p> <p>(k) of cash to any pension scheme in respect of the Group's employees in the ordinary course of business,</p> <p>(l) of assets (other than shares in any Obligor) for cash where the net consideration receivable (when aggregated with the net consideration receivable for any other sale, lease, licence, transfer or other disposal not allowed under the preceding paragraphs) does not exceed 10 per cent of the Consolidated Tangible Net Assets (as defined in the Facility Agreement) in any Financial Year of the Company,</p> <p><b>"Permitted Security"</b> means any Security</p> <p>(a) created under the Transaction Security Documents,</p> <p>(b) which is a lien arising by the operation of law in the ordinary course of its business on any Security Asset other than any Property</p> <p style="padding-left: 40px;">(i) which is in any event discharged within 30 days, and</p> <p style="padding-left: 40px;">(ii) which has not arisen as a result of any default or omission by any Chargor,</p> <p>(c) which is a mortgage of an Overage Property securing Deferred Payments, or</p> <p>(d) created with the prior written consent of the Security Agent,</p> <p><b>"Property"</b> means the property in England and Wales specified in the schedule (<i>The Property</i>) hereto and each and every part of it, including, where the context permits</p> <p>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on that property,</p> <p>(b) all easements, servitudes and rights in respect of that property,</p> <p>(c) all rents from and proceeds of sale of that property,</p> <p>(d) the benefit of all covenants given in respect of that property,</p> <p><b>"Quasi-Security"</b> means an arrangement or transaction whereby a Chargor</p> <p>(a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other member of the Group,</p> <p>(b) sells, transfers or otherwise disposes of any of its receivables on recourse terms,</p> <p>(c) enters into any arrangement under which money or the benefit of a bank or other account may be</p>



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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>applied, set-off or made subject to a combination of accounts, or</p> <p>(d) enters into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness (as defined in the Facility Agreement) or of financing the acquisition of an asset,</p> <p><b>"Real Property"</b> means the Property and any present or future freehold or leasehold property in which any Chargor has an interest,</p> <p><b>"Receiver"</b> means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property,</p> <p><b>"Satisfied"</b> means in relation to an Exclusion, the legal, valid and binding satisfaction or removal of that Exclusion as a result of the granting of consent by, or the agreement of, all relevant third parties,</p> <p><b>"Secured Parties"</b> has the meaning given to that term in the Facility Agreement,</p> <p><b>"Security"</b> means a mortgage, legal charge over property, charge, pledges, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p><b>"the Security"</b> means the Security created or evidenced by or pursuant to the deed,</p> <p><b>"Security Assets"</b> 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 deed,</p> <p><b>"Security Period"</b> means the period beginning on the date of the Deed and ending on the date on which</p> <ul style="list-style-type: none"> <li>all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and</li> <li>no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents,</li> </ul> <p><b>"Subsidiary"</b> means a subsidiary within the meaning of Section 1159 of the Companies Act 2006,</p> <p><b>"Transaction Security"</b> means the Security created or expressed to be created or evidenced pursuant to the Transaction Security Documents,</p> <p><b>"Transaction Security Document"</b> means each of the documents listed as being a Transaction Security Document in paragraph 2(b) of Part II of Schedule 2 (<i>Conditions Precedent</i>) 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, and</p> <p><b>"Utilisation Request"</b> means a notice substantially in the form set out in Schedule 3 (<i>Utilisation Request</i>) of the Facility Agreement</p>	

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## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

### SCHEDULE: THE PROPERTY

Property Address	Land Registry Title Number
ALL THAT freehold property situate and known as Land at Trevanson, Wadebridge, Cornwall	CL153917

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## 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

#### 2.2 Notice in respect of leasehold Mortgaged Property

The execution of the Deed by the Chargor and the Security Agent shall constitute notice to the Chargor which is the lessor of any leasehold Property of the charge created over such Property

#### 3. CONTINUING SECURITY

##### 3.1 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period

##### 3.1 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which any Secured Party may at any time hold for any Secured Obligation

##### 3.1 Right to enforce

The Deed may be enforced against the Chargor without any Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them

#### 4. NEGATIVE PLEDGE AND DISPOSALS

The Chargor shall not do or agrees not to do any of the following without the prior written consent  
(a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than Permitted Security, or  
(b) 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 Asset other than a Permitted Disposal

#### 5. SET-OFF

Each Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Secured Party by the Chargor) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation

At any time after the Security has become enforceable (and in addition to its rights under clause 5.1 above), each Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation

If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off  
If either obligation is unliquidated or unascertained, the Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation

#### 6. FURTHER ASSURANCES

##### 6.1 Further action

The Chargor shall at its own expense enter into, execute and complete a legal charge in substantially the same form as the Deed over any Real Property in England and Wales not already the subject of a registrable legal charge but only as necessary to comply with the financial condition

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="320 342 1038 376">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="320 450 1493 546">at clause 21 2(d) (<i>Security</i>) of the Facility Agreement and do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for</p> <p data-bbox="320 580 1390 645">(a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document,</p> <p data-bbox="320 678 1406 743">(b) while an Event of Default is continuing, facilitating the realisation of any Security Asset, or</p> <p data-bbox="320 777 1374 875">(c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law,</p> <p data-bbox="320 909 480 943">This includes</p> <p data-bbox="320 976 1230 1010">(i) the re-execution of the Deed or any other Transaction Security Document,</p> <p data-bbox="320 1043 1286 1140">(ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and</p> <p data-bbox="320 1173 1246 1238">(iii) the giving of any notice, order or direction and the making of any filing or registration,</p> <p data-bbox="320 1272 1078 1305">which, in any such case, the Security Agent may think expedient</p> <p data-bbox="320 1339 616 1373"><b>6.2 Finance Documents</b></p> <p data-bbox="320 1373 1437 1503">The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the other Secured Parties by or pursuant to the Finance Documents</p> <p data-bbox="320 1536 576 1570"><b>6.3 Specific security</b></p> <p data-bbox="320 1570 1445 1700">Without prejudice to the generality of clause 6 1 (<i>Further action</i>) above, the Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed</p> <p data-bbox="320 1733 687 1767"><b>7. POWER OF ATTORNEY</b></p> <p data-bbox="320 1800 687 1834"><b>7.1 Appointment and powers</b></p> <p data-bbox="320 1834 1485 1899">The Chargor by way of security irrevocably and severally appoints the Security Agent each Receiver and any Delegate to be its attorney and in its name, on its behalf and as its act and deed to</p> <p data-bbox="320 1933 1406 2063">(a) execute, deliver and perfect a legal charge substantially in the form of the Deed over any Real Property not already the subject of a registrable legal charge but only as necessary to comply with the financial condition at clause 21 2(d) (<i>Security</i>) of the Facility Agreement, and</p>

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## 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

(b) execute, deliver and perfect all other documents and do all things which the attorney may reasonably consider to be required for

(i) carrying out any obligation imposed on the Chargor by the Deed, or any other agreement binding on the Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Security Assets and perfecting the security created or intended to be created in respect of the Security Assets), and

(ii) enabling the Security Agent each Receiver and any Delegate to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to the Deed or by law (including, after the Deed has become enforceable in accordance with clause 11 (*Enforcement Of Security*) of the Deed, the exercise of any right of a legal or beneficial owner of the Security Assets)

#### 7.2 Exercise of power

The power of attorney granted under clause 7 1 above may only be exercised

(a) in connection with clause 7 1(a) above if

(i) the Security Agent has exercised any of its rights under clause 23 18 (*Acceleration*) of the Facility Agreement, or

(ii) the Security Agent has requested the Chargor to execute a legal charge pursuant to clause 6 1 above and the Chargor fails to do so within 10 Business Days of the request, and

(b) in connection with clause 7 1(b) above, if an Event of Default is continuing

#### 7.3 Ratification

The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 7



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

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

**COMPANY NO. 2714200  
CHARGE NO. 129**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 24  
SEPTEMBER 2012 AND CREATED BY LINDEN SOUTH WEST  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH OBLIGOR TO THE SECURED 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 25 OF THE COMPANIES ACT 2006 ON THE  
9 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 OCTOBER  
2012

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES