

# M

CHFP025

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legibly, preferably  
in black type, or  
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\*insert full name  
of Company

COMPANIES FORM No. 395 MC 00400107.

## Particulars of a mortgage or charge

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)

Name of company

\* Linden Homes South-East Limited (the "**Chargor**")

Date of creation of the charge

28 March 2007

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

A legal charge (the "**Legal Charge**") made by way of deed on 28 March 2007 by the persons listed in Schedule 1 (*Chargors*) attached hereto (each a "**Chargor**") in favour of HSBC Bank PLC as the agent and trustee for each of the Finance Parties (the "**Security Agent**")

Amount secured by the mortgage or charge

10 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

13 HSBC Bank PLC in its capacity as Security Agent,  
Level 24, 8 Canada Square, London

Postcode E14 5HQ

Presenter's name address and  
reference (if any)

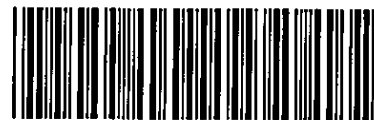
Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ  
via London Counter

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

WEDNESDAY



LD2

\*L9Q4SOFJ\*

04/04/2007

285

COMPANIES HOUSE

# 395

Schedule 2.

Please do not  
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*Please complete  
legibly, preferably  
in black type, or  
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lettering*

Particulars as to commission allowance or discount (note 3)

None

Signed

*Clifford Chance*

Date 3 April 2007

On behalf of ~~XXXXXXXXXXXX~~ [chargee] † HSBC Bank PLC

*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

***Schedules to Form 395 relating to the Legal Charge entered into by Linden Homes South-East Limited (Company No. 2849445) and others dated 28 March 2007.***

**SCHEDULE 1**

<b>Name of Chargor</b>	<b>Registration number (or equivalent, if any)</b>
Linden Homes South-East Limited	2849445
Linden Homes Chiltern Limited	3193571
Linden Homes Western Limited	3891911
Linden Holdings Limited	4040970
Linden Limited	2606856
Linden Homes Southern Limited	2147948
Linden New Homes Limited	4391802

## **SCHEDULE 2**

### **1 MORTGAGE**

Each 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 Mortgaged Property (other than any asset subject to an Exclusion unless and until the same is satisfied) which is set opposite its name

### **2 FIXED CHARGES**

Each Chargor charges with full title guarantee in favour of the Security Agent (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 1 (*Mortgage*)) with the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Mortgaged Property and all Related Rights (other than any asset subject to an Exclusion unless and until the same is satisfied).

### **3 COVENANTS FOR FURTHER ASSURANCE**

This Legal Charge contains covenants for further assurance

### **4 NEGATIVE PLEDGE**

This Legal Charge contains a negative pledge

## SCHEDULE 3

### DEFINITIONS

**In this Form 395:**

**"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

**"Charged Assets"** means each of the assets and undertaking of each Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Legal Charge and any Supplemental Legal Charge

**"Exclusion"** 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

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

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

**"Fee Letter"** or **"Fee Letters"** means any letter or letters dated on or about the date of the Facility Agreement 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)

**"Group"** means the Company and its Subsidiaries from time to time

**"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

**"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

**"Mortgaged Property"** means the freehold and leasehold property specified in Schedule 4

**"Obligor"** 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.

**"Real Property"** means the Mortgaged Property and any present or future freehold or leasehold property in which any Chargor has any interest, including all buildings, fixtures and fittings from time to time owned by a Chargor and on or forming part of that property and all Related Rights

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset,
- (b) all the rights under any agreement for sale or agreement for lease in respect of that asset, and
- (c) all guarantees, indemnities or covenants for title in respect of that asset

**"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

**"Supplemental Legal Charge"** means a mortgage or legal charge in respect of all or any part of the Real Property between a Chargor and the Security Agent substantially in the form of Schedule 3 (*Form of Supplemental Legal Charge*) to the Legal Charge

**"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

**SCHEDULE 4****THE MORTGAGED PROPERTY**

	<b>Chargor</b>	<b>Property Description</b>	<b>Title Number(s)</b>
1	Linden Homes Western Limited	584 Wells Road, Whitchurch	BL91718
2.	Linden Homes Western Limited	The Enterprise, Bedminster	AV224682
3	Linden Homes Western Limited	Sheepway, Portishead (Moor Farm, Portbury Common, Portishead)	ST251735
4	Linden Homes Western Limited	Dover Court, Bristol	AV11059
5	Linden Homes Chiltern Limited	Woodside Grange, Finchley	AGL153961
6	Linden Homes Chiltern Limited	Mill Street, Slough	BK405621, BK405620
7	Linden Homes Chiltern Limited	Vale Road, Windsor	BK86540
8	Linden Homes Chiltern Limited	Ivere Drive, Finchley	AGL145114
9	Linden Homes Chiltern Limited	The Moorings, Farnham Common	BM266649
10	Linden Homes Chiltern Limited	St Albans	HD410671
11	Linden Homes Chiltern Limited	Picts Lane Princes, Risborough	BM318692
12	Linden Homes South-East Limited	Holmethorpe	SY749804, SY729427
13	Linden Homes South-East Limited	Linsford Lane, Mychett	SY174685
14.	Linden Homes South-East Limited	Woking replan	SY74351, SY97259



	<b>Chargor</b>	<b>Property Description</b>	<b>Title Number(s)</b>
15.	Linden Homes South-East Limited	Cheam Dairy Crest (land on east side of Ann Boleyn's Walk, Sutton)	SGL657288
16.	Linden Homes South-East Limited	Dorking 2 Avenue, Dorking (40 + 42 Deepdene)	SY133748, SY527916,SY725155
17	Linden Homes South-East Limited	Pound Hill, Crawley (73-85 St Catherine's Road, Crawley and 14 + 87 Anne's Road)	WSX295857, WSX302614
18	Linden Homes South-East Limited	Land at Downham Lane, Lewisham, Downham Depot	TGL262301
19	Linden Homes South-East Limited	Dorking 3 (Reigate Road)	SY751791
20	Linden Homes South-East Limited	Bromley Tweedy Road	P65632, SGL588255, SGL606498, SGL483192
21	Linden Homes Southern Limited	Redlands Farm, Fareham	HP660097, HP660096
22	Linden Homes Southern Limited	ASDA, Poole	DT332642
23.	Linden Homes Southern Limited	West Street, Portchester	HP505582
24	Linden Homes Southern Limited	78 Northlands Road, Soton	HP479386
25	Linden Homes Southern Limited	Habitat - Southampton	HP667362
26	Linden Homes Southern Limited	Elim Lodge B, Waltham	HP474649, HP647212
27	Linden Homes Southern Limited	John Hunt School, Basingstoke	HP682447

	<b>Chargor</b>	<b>Property Description</b>	<b>Title Number(s)</b>
28	Linden Homes Southern Limited	(a) Roman Road in Dibden (Heatherdown)	HP506307, HP139374, HP496619,
		(b) Roman Road in Dibden (Rosetarth, Ryecroft, Craigmore and Furze field)	HP277107, HP262008
29.	Linden Homes Southern Limited	Leyden Nurseries, Fareham	HP682845
30	Linden New Homes Limited	Romana Square, Timperly	GM597073, GM94759
31	Linden Homes Southern Limited	Totton Offices	HP383125
32.	Linden Homes South-East Limited	Caterham	SY677334
33	Linden Homes Chiltern Limited	Harefield	AGL7487
34	Linden Homes Western Limited	Bristol Office	BL67883, AV49074
35.	Linden Homes Southern Limited	Fircroft Hotel, Owl Road, Bournemouth	DT340206
36.	Linden Homes Western Limited	Land at Weavers Mill, Blackswarth Road, St George Bristol - "the Carpet Factory"	BL64427

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 02849445

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 28th MARCH 2007 AND CREATED BY LINDEN HOMES SOUTH-EAST 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 4th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th APRIL 2007



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

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