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COMPANIES FORM No. 395

729534/234

395

Particulars of a mortgage or charge

CHFP021

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

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

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

For official use

Company number

8

3040928

Name of company

* insert full name
of Company

* Honeygrove (Hast Hill) Limited (the "Chargor")

Date of creation of the charge

7 May 2008

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

Amendment deed dated 7 May 2008 between, amongst others, the Chargor and the Royal Bank of Scotland Plc (the "Amendment Deed") which amongst other things supplements and confirms a group debenture dated 21 December 2004

Amount secured by the mortgage or charge

See continuation sheet No 1

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

The Royal Bank of Scotland Plc (the "Agent"), Gatwick Corporate office, 2nd Floor, Turnpike
House, 123 High Street, Crawley, West Sussex

Postcode RH10 1DQ

Presenter's name address and
reference (if any)

DMH Stallard
Gainsborough House
Pegler Way
Crawley, West Sussex
RH11 7FZ
Ref 35394-20/0820

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

SATURDAY



ABR3AZSG

A12

17/05/2008

16

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation Sheet No 2

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Signed

DMH JWH

Date

15/05/2008

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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

Continuation Sheet No 1

1. Amount secured by the mortgage or charge

All monies, obligations and liabilities (whether actual or contingent, present or future and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Secured Creditor under the Finance Documents (the **Secured Liabilities**).

Continuation Sheet No. 2

- 1 Short particulars of all the property to be mortgage or charged.
- 1.1 Land
- (a) The Chargor charges:
- (i) by the way of a first priority legal mortgage to all estates or interests in any freehold or long leasehold property owned by it (other than any such estates or interests situated in Scotland) and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, this includes any specified in Part 1 (Real Property) of the Schedule (Security Assets), and
 - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or long leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property
- (b) A reference in the Group Debenture to any freehold or leasehold property includes:
- (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the Chargor, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any moneys paid or payable in respect of those covenants.
- 1 2 Investments
- (a) Subject to paragraph (b) below, the Chargor charges
- (i) by way of first legal mortgage

- (A) all Target Shares owned by it or held by any nominee on its behalf, and
 - (B) all shares in any member of the Group owned by it or held by any nominee on its behalf (including any shares specified in Part 2 (Shares) of the Schedule (Security Assets); and
 - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned by it or held by any nominee on its behalf
- (b) A reference in paragraph (a) (a) (i) or (a) (ii) above or otherwise in the *Group Debenture* to any share, stock, debenture, bond, warrant, coupon or other security or investment includes
- (i) any dividend, interest or other distribution paid or payable;
 - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
 - (iii) any right against any clearance system (including any right against CREST or CRESTCo Limited), and
 - (iv) any right under any custodian or other agreement (including any right which the Chargor may have under any agreement with a system-user relating to the use of that system-users's account with CREST)

in relation to that share, stock debenture, bond, warrant, coupon or other security or investment

- (c) In this Form 395

CREST means the clearance system operated by CRESTCO Limited

Clearance system means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depository for that person (including CREST)

System-user has the meaning given to it in the Uncertificated Securities Regulations 2001

1.3 Offer Rights

The Chargor charges by way of first priority fixed charge all its Offer Rights.

1.4 Credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account it has with any person and debt represented by that account

1.5 Book debts etc

The Chargor charges by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities, negotiable instruments and guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above

1.6 Insurances

- (a) The Chargor assigns absolutely, subject to a provision for re-assignment on redemption, all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts
- (b) To the extent that they are not effectively assigned under paragraph (a) above, the Chargor charges by way of first fixed charge all amounts and rights described in paragraph 1 above
- (c) A reference in this Subclause to any amounts excludes all amounts received or receivable under or in connection with any third part liability Insurance and required to settle a liability of an obligor to a third party

1.7 Relevant Contracts

- (a) Subject to paragraph (b) below, the Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of its Relevant Contracts, including all damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right
- (b) To the extent that any such right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right

- (c) To the extent that they are not effectively assigned under paragraph (a) or (b) above, the Chargor charges by way of first fixed charge all of its rights under each agreement and document described in paragraph (a) above

1 8 Intellectual Property

The Chargor charges by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights;

1 9 Assignment of Keyman Insurance Policies

The Parent with full title guarantee assigns to the Agent the Keyman Insurance Policies with effect from the date on which such Keyman Insurance Policies are effected and any substituted policy of policies therefor, together with all monies, benefits and advantages that may become payable or accrue under the Keyman Insurance Policies and the full benefit of all such policies together with power to give an effective discharge for any of the monies assured or otherwise payable under such policies absolutely

1.10 Miscellaneous

The Chargor charges by way of a first fixed charge

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset and the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in this paragraph (a), and
- (d) its uncalled capital.

1 11 Floating charge

- (a) The Chargor charges by way of a first floating charge:

- (i) all of its assets whatsoever and wheresoever (other than those situated in Scotland) not otherwise effectively mortgaged, charged or assigned under the Group Debenture, and
- (ii) all of its assets situated in Scotland whether or not otherwise effectively mortgaged, charged, or assigned under the Group Debenture

- (b) Except as provided below, the Agent may by notice to the Chargor convert the floating charge created by the Chargor under the Group Debenture into a

fixed charge as regards any of the Chargor's assets specified in that notice, if

- (i) an Event of Default is outstanding,
 - (ii) the agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or
 - (iii) the Chargor fails to comply, or takes or threatens to take action which, in the reasonable opinion of the Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 3 of the Group Debenture (Restrictions on dealing)
- (c) The floating charge created under the group Debenture may not be converted into a fixed charge solely by reason of.
- (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium
- under the insolvency act 2000
- (d) The floating charge created under the Group Debenture will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Agent receives notice of an intention to appoint an administrator
- (e) The floating charge created under the Group Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (f) The giving by the Agent of a notice under paragraph (b) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Creditor under the Group Debenture or any other Finance Document

1 12 Restrictions on Dealings

The Chargor may not

- (a) create or allow to exist any Security Interest on any of its assets, or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets

✓

unless permitted under the Credit Agreement

2. Terms used in this Form 395 have the meanings set out below:

Acquisition means the proposed acquisition by the Parent of the Target Shares pursuant to the Offer and/or the Squeeze-out Provisions.

Act means the Companies Act 1985

Ancillary Facility means any facility or financial accommodation (including any overdraft, foreign exchange, guarantee, binding, documentary or standby letter of credit, credit card or automated payments facility) established by the Ancillary Lender under Clause 7 of the Credit Agreement (Ancillary Facilities) in place of all or part of its Commitment

Ancillary Facility Letter means each letter in the agreed form entered into or to be entered into between certain of the Borrowers and the Ancillary Lender relating to Ancillary Facilities.

Ancillary Net Outstandings has the meaning given to that term in the Ancillary Facility Letter.

Approved Bank means National Westminster Bank Plc and any other bank or financial institution approved by the Agent

Borrower means (i) the Parent as the original Borrower and (ii) the Target and any other person which has become an additional Borrower in accordance with Clause 3.2 of the Credit Agreement (Additional Borrowers)

Closing Date means the date on which the Offer has become or is declared unconditional in all respects.

Commitment means

(a) for the Original Lender, £40,000,000 and the amount of any other Commitment it acquires, and

(b) for any other Lender, the amount of any Commitment it acquires,

to the extent not cancelled, transferred or reduced under the Credit Agreement

Company-Parent Group Loan means the agreed form loan agreement between the parent as lender and certain Parent Group members as borrowers dated on or about the Closing Date to be used to assist the Parent Group to repay the Existing Parent Group Debt as shown in the Funds Flow Statement, the amount of which being funded by the Parent Group Loans

Company-Target Group Loan means the agreed form loan agreement between the Parent as lender and certain Target Group members as borrowers dated on or about the Closing Date to be used to assist the Target Group to repay the Existing Target Group

Debt as shown in the Funds Flow Statement, the amount of which being funded by the Target Group Loans

Compliance Certificate means a certificate, substantially in the form of Schedule 9 Part D of the Credit Agreement (Form of Director's Compliance Certificate)

Credit Agreement means the revolving credit agreement between the Original Chargors, National Westminster Bank Plc, the Agent and others dated 24 November, 2004.

Deed of Accession means a deed substantially in the form of Schedule 8 of the Group Debenture (Form of Deed of Accession)

Event of Default means an event specified as such in Clause 30 of the Credit Agreement (Default).

Existing Debt means:

- (a) **Existing Parent Group Debt** means all Financial Indebtedness of the Parent Group as at the Closing Date,
- (b) **Existing Target Group Debt** means all Financial Indebtedness of the Target Group as at the Closing Date,

Existing Street Notes means the £2,100,000 notes being consideration loan notes issued by Parent in favour of Paul Decker as deferred consideration for the acquisition or OEM as more specifically delineated in the Parent Disclosure Letter

Facility means the revolving credit facility referred to in Clause 2.1 of the Credit Facility (Facility and Ancillary Facilities)

Finance Documents means (i) the Credit Agreement, (ii) the Fee Letter, (iii) a Transfer Certificate, (iv) the Ancillary Facility Letter, (v) the Hedging Letter, (vi) a Hedging Document, (vii) a Security Document, (viii) a Compliance Certificate, (ix) a Request, (x) any other document designated as such by the Agent and the Parent and (xi) any document amending or supplementing any of the above, or giving a waiver under any of the above

Finance Party means the Agent, a Lender, an Ancillary Lender or the Hedging Bank

Financial Indebtedness means any indebtedness for or in respect of the following (without double counting):

- (a) moneys borrowed or raised and debit balances at financial institutions,
- (b) any bond (other than performance bonds in respect of obligations not comprising Financial Indebtedness), note, debenture, loan stock or other similar instrument or under any acceptance credit or bill discounting facility (including any dematerialised equivalent) other than in respect of trade obligations if not a method of raising finance,

- (c) any agreement treated as a finance or capital lease in accordance with the Accounting Principles,
- (d) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (e) any Hedging Transaction (and, except for non-payment of an amount, the then mark to market value of such Hedging Transaction will be used to calculate its amount); or
- (f) any other transaction (including any forward sale or purchase agreement and any sale and sale back, sale and lease back or advance or deferred purchase arrangement) which has the commercial effect of a borrowing

Fee Letter means the letter entered into on or about Signing by reference to the Credit Agreement setting out the amount of certain fees referred to in the Credit Agreement.

Funds Flow Statement means the statement in the agreed form prepared by the Parent showing all payments to and/or by members of the Group in connection with the Acquisition and the flow of funds occurring on and immediately before and after the Closing Date, as delivered under Schedule 8 Part A of the Credit Agreement (Conditions Precedent)

Group means the Parent and its Subsidiaries from time to time, including, on and as from the Closing Date only, the Target Group

Guarantors means (i) the Parent as original guarantor, (ii) the Target Group companies and Parent Group companies which enter into the Obligor Accession Deed as guarantors pursuant to Clause 3 1 of the Credit Agreement (Accession of Guarantors) and (iii) any other person which enters into a Obligor Accession Deed as a guarantor under Clause 27 1 of the Credit Agreement (New Guarantors)

Hedging means any Hedging Transaction entered into or to be entered into to manage exposures to interest rates pursuant to the Hedging Letter.

Hedging Document means each master agreement, confirmation or other document evidencing any Hedging

Hedging Transaction means any derivative transaction entered into in connection with protection against, or to benefit from, fluctuations in any rate, price, index or credit rating.

Immaterial Company means each Subsidiary of the Parent in respect of which all of the following apply

- (a) it is not an Obligor,
- (b) it does not trade (whether for its own account or for any other person),

- (c) it is not required to make entries into its accounting records in accordance with Section 221 of the Act;
- (d) it does not hold or own (legally or beneficially) assets (save only for shares in other Immaterial Companies) having a book or market value exceeding in the aggregate £1,000; and
- (e) it does not have liabilities exceeding in the aggregate £1,000

Intellectual Property Rights means:

- (a) any know-how, patent, trade mark, service mark, design, business name, domain name, topographical or similar right,
- (b) any copyright, data base or other intellectual property right, or
- (c) any interest (including by way of licence) in the above, in each case whether registered or not, and includes any related application.

Investments means all shares, stocks, debentures, bonds, warrants, coupons and other securities and investments which the Chargor purports to mortgage or charge under the Group Debenture

Keyman Insurance Policies means keyman insurance policies effected or, as the case may be, to be effected by the Parent on the lives of each of the following persons total prospective death benefits in favour of the Parent in an amount and for a term not less than the amounts and terms set out below

Names	Amount	Term – (Month of Expiry)
Carl Turpin	£500,000	December 2011
Robert Boot	£200,000	February 2009
John Griggs	£250,000	February 2011
Susan Massingham	£250,000	February 2011

Loan means the principal amount of each borrowing under the Facility or the principal amount outstanding of that borrowing and excludes in each case the amount outstanding of any Ancillary Facility, and where designated

- (a) an **Offer Loan** means any loan the proceeds of which are to be used solely for the purpose set out in Clause 4.1 of the Credit Agreement (Offer Loans),

- (b) a **Parent Group Loan** means any Loan the proceeds of which are solely to be used for the purposes set out in Clause 4.2 of the Credit Agreement (Parent Group Loans) and shall include the OEM Acquisition Refinancing Loan;
- (c) a **Target Group Loan** means any Loan the proceeds of which are solely to be used for the purposes set out in Clause 4.3 of the Credit Agreement (Target Group Loans) and shall include the Propan Acquisition Notes Refinancing Loan and the Swaylands Bridging Loan; and
- (d) a **Working Used Capital Facility Loan** means any Loan the proceeds of which are solely to be used for the purposes set out in Clause 4.4 of the Credit Agreement (Working Capital Facility Loans and Ancillary Facilities).

Lender means (i) the Original Lender or (ii) any person which becomes a Lender after the date of, and in accordance with the terms of, the Credit Agreement (but only for so long as it has any outstanding Commitment or participation in any Loan or Ancillary Net Outstanding or any amount is owed to it (whether actually or contingently) in its capacity as Lender)

Obligor means a Borrower or a Guarantor

Obligor Accession Deed means a deed substantially in the form as set out in Schedule 10 of the Credit Agreement (Form of Obligor Accession Deed) with such amendments as the Agent may reasonably require

OEM means Oakdene Estate Management Ltd (formerly known as Trigrange Limited) registered number 1324975)

OEM Acquisition Refinancing Loan means the Loan made under Clause 4.2 of the Credit Agreement (Parent Group Loans) to refinance the OEM Acquisition Loan

Offer means the offer for the Target Shares to be made by Seymour Pierce Limited on behalf of the Parent on the terms and conditions referred to in the Press Release and the Offer Document or as those terms and conditions may be amended in compliance with the Credit Agreement

Offer Document means the document to be delivered to the shareholders of the Target containing the Offer

Offer Rights means all rights of the company arising (i) under the terms of any of the Acquisition Documents, (ii) under all acceptances of the Offer including the right to have the Target's shares transferred to the name of, or held to the order of, the company (or its nominee) and (iii) any agreement with the Receiving Agent, including under the Receiving Agent Agreement, or with any brokers which may purchase Target Shares in the market on the company's or its nominee's behalf

Parent Disclosure Letter means the letter in the agreed form dated on or about the date of the Credit Agreement from the Parent to the Agent

Parent Group means the Parent and each of its Subsidiaries as at Closing, being as at Signing those as shown in the Parent Group Structure Chart

Parent Group Structure Chart means the Parent Group's corporate structure chart in the agreed form.

Press Release means the agreed form press release by which the Offer is announced.

Propan Acquisition Notes Refinancing Loan means the Loan made under Clause 4.3 of the Credit Agreement (Target Group Loans) to refinance the Propan Acquisition Notes

Propan Acquisition Notes Sub Group means Honeygrove Holdings Limited and all of its Subsidiaries from time to time, being at Signing those shown as such in the Target Group Structure Chart.

Relevant Contract means in relation to the Chargor:

- (a) any agreement specified in Part 3 (Relevant Contracts) of the Schedule (Security Assets); and
- (b) any other agreement to which the Chargor is a party and which the Chargor and the Agent have designated a Relevant Contract

Request means a request for a Loan, substantially in the form of Schedule 3 of the Credit Agreement (Form of Request).

Secured Creditors means the Finance Parties

Secured Documents means the Finance Documents.

Security means any Security Interest created, evidenced or conferred by or under the Group Debenture or any Deed of Accession

Security Assets means all assets of the Chargor the subject of this Security.

Security Document means (i) the Group Debenture, (ii) the Target Group Accession Deed, (iii) the Target Group Debenture Supplement, (iv) the Target Group (Upstream) Loan Agreement, (v) the Company-Target Group Loan, (vi) the Company-Parent Group Loan, (vii) the Subordination Agreement, (viii) each document entered into or required to be entered into pursuant to Clause 27.2 of the Credit Agreement (Security over after acquired property), and (ix) any other document evidencing or creating any guarantee or security over any asset of any Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents

Security Interest means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement or reservation of title, in each case, for the purpose of creating security or security interest or any other agreement or arrangement having a substantially similar effect

Shares means all shares in any member of the Group.

Signing means the date of the Credit Agreement

Squeeze-out Provisions means the provisions set out in sections 428-430F of the Act

Subordination Agreement means the priority agreement in the agreed form to be made between, among others, the holders of the Existing Street Notes and the Agent

Subsidiary means any subsidiary within the meaning of section 736 of the Companies Act 1985 and any subsidiary undertaking within the meaning of the section 258 of the Companies Act 1985 and any other entity treated as a subsidiary in the financial statements of any person pursuant to the Accounting Principles.

Target means Honeygrove Group plc (registered number 03630751)

Target Group means the Target and each of its Subsidiaries from time to time, being at Signing those shown as such in the Target Group Structure Chart

Target Group Accession Deed means a deed in the agreed form to be entered into by the Target and each of its Subsidiaries (other than Immaterial Companies) in favour of the Agent acceding to the Group Debenture

Target Group Supplement means the Group Debenture in the agreed form to be entered into pursuant to Clause 26.5 of the Credit Agreement (Target Group Guarantees and Security) by the Target and each of its Subsidiaries (other than Immaterial Companies) in favour of the Agent

Target Group Structure Chart means the Target Group's corporate structure chart in the agreed form

Target Group (Upstream) Loan Agreement means the agreed form of inter-company loan agreement to be entered into pursuant to Clause 26.5 of the Credit Agreement (Target Group Guarantees and Security)

Target Shares means all the shares (of whatever class) in the capital of the Target together with all rights attaching thereto or exercisable in respect of any of them

Transfer Certificate means a certificate substantially in the form of Schedule 5 of the Credit Agreement (Form of Transfer Certificate), with such amendments as the Agent may approve or reasonably require or any other form agreed between the Agent and the Parent

Whitewash Provisions means sections 155-158 of the Act

SCHEDULE
SECURITY ASSETS
PART 1
REAL PROPERTY

Chargor	Freehold/Leasehold	Property	Description
Oakdene Homes Plc	Freehold	18-20 Smith Road, Reigate	SY110356
Oakdene Homes Plc	Freehold	The Surrey Yeoman, Reigate Road, Burgh Heath, Surrey	SY398403 9 Leasehold Units 1 Available for sale Ground rent only
Oakdene Homes Plc	Freehold	Love Lane, Mayfield, East Sussex	ESX253821
Oakdene Homes Plc	Freehold	Davis Yard, 19 West Street, Carshalton, Surrey	SGL219623 Ground rent only
Oakdene Homes Plc	Freehold	56 Alma Road, Reigate	Title No: SY137372 7 Leasehold Units 4 Available for Sale
Oakdene Homes Plc	Freehold	98 and 100 Pampisford Road, Purley, Surrey	98 – SGL334663 100 – SY36853
Oakdene Homes Plc	Freehold	104 Pampisford Road, Purley, Surrey	SGL554983
Oakdene Homes Plc	Freehold	106 Pampisford Road, Purley, Surrey	SGL120421
Oakdene Homes Plc	Freehold	August Field, Newhaven	Title Nos: ESX 135513, ESX

			159118, ESX 237952, ESX 233982, ESX 232967, ESX 122634, ESX 242516, ESX 207531, ESX 252470
Oakdene Homes Plc	Freehold	24 King Henry's Road, Lewes, East Sussex	ESX258118 residue of site part now sold
Oakdene Homes Plc	Freehold	Brockhurst Service Station, Nutfield	SY693809
Oakdene Homes Plc	Freehold	1-3 Randalls Road, 1 Randalls Park Driver and land adjoining 1 Randalls Road Leatherhead	Title Nos SY55940, SY51144, SY51143, SY35867 and SY704291
Oakdene Homes Plc	Freehold	De Walden Mews Meads Street Eastbourne	19 Leasehold units all sold, ground rent only

PART 2**SHARES**

Chargor	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shared held	Number of shares held
Oakdene Homes Plc	Oakdene Estate Management Limited	N/A	Ordinary	200 Shares of £1 each
Oakdene Homes Plc	Oakdene Homes (Sussex) Limited	N/A	Ordinary	50000 shares of £1 each
Oakdene homes Plc	Oakdene Homes (Surrey) Limited	N/A	Ordinary	51000 Shares of £1 each
Oakdene homes Plc	Hilsan Limited	N/A	Ordinary	20000 shares of £1 each
Oakdene homes Plc	Oakdene Restorations Limited	N/A	Ordinary	1 Share of £1 each
Oakdene homes Plc	Oakdene Marina Developments Limited	N/A	Ordinary	1 Share of £1 each

PART 3**RELEVANT CONTRACTS**

Company-Target Group Loan

Company-Parent Group Loan



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3040928
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN AMENDMENT DEED DATED 7
MAY 2008 AND CREATED BY HONEYGROVE (HAST HILL)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ANY SECURED CREDITOR 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 17 MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MAY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES