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COMPANIES FORM No. 395

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.

CHWP000

124856 / 39

Pursuant to section 395 of the Companies Act 1985

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

*insert full name of Company

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

For official use Company number

2

03156120

Name of company

Galliard Construction Limited (the "Chargor")

Date of creation of the charge

22 JUNE 2009

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

Legal charge in respect of a cash deposit (the "Charge").

Amount secured by the mortgage or charge

All monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Obligor to the Finance Parties under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety.

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

The Royal Bank of Scotland plc (the "Security Trustee")
67 Lombard Street
London

Postcode: EC3P 3DL

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

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London, EC4R 9HA
DX 92 London
Tel: 020 7760 1000
Ref: Legal.9500969.2/MLMB/R0399.00589

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



L4CJCB6D

LD2

01/07/2009

34

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please do not write
in this margin

See continuation sheet

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

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed BERWIN LEIGHTON PARKER LLP Date 29 JUNE 2009

[†] delete as
appropriate

On behalf of chargee

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

CHWP000

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Company Number

03156120

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

Name of Company

Galliard Construction Limited (the "Chargor")

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

By way of fixed charge (including all rights of enforcement of the same) the Account and the Deposit.

NOTES

- 1 The Charge provides that the Chargor shall execute and do at its own cost and in such forms as reasonably required by the Security Trustee (a) such further additional mortgages, charges, assignments, transfers and conveyances, and (b) such assurances, deeds, documents, acts and things, as the Security Trustee may reasonably require to perfect or protect the security created by the Charge and/or to facilitate or effect any dealing with the Charged Assets in connection with the Charge.
- 2 The Charge contains or incorporates the following definitions:

"**Account**" means the account maintained by the Chargor with the Account Bank with number 32184514 (sort code 604005).

"**Account Bank**" means The Royal Bank of Scotland plc and any of its successors and assigns.

"**Agent**" means The Royal Bank of Scotland plc as agent for the Finance Parties.

"**Borrower**" means Millharbour Developments Limited.

"**Charged Assets**" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Charge and the subject matter of each of them.

"**Chargor**" means Galliard Construction Limited including its successors in title, permitted assigns and permitted transferees.

"**Deposit**" means the aggregate of all sums now or in future standing to the credit or accruing in respect of the Account, whether or not credited to it.

"**Facility Agreement**" means a facility agreement dated 12 December 2007 and made between (amongst others) the Borrower (1) and the Security Trustee (2), as amended on 14 January 2009 and as further amended and restated on or about the date of the Charge, and any agreement entered into under or supplemental to it or amending, restating or novating it.

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Finance Document" means each of the Facility Agreement, and also each Security Document, the Intercreditor Agreement, the Fees Letter, the Hedging Arrangements, each Utilisation Request, each Accession Letter, the Direct Agreement and each Transfer Certificate (all as defined in the Facility Agreement) and any other document so designated in writing by both the relevant Borrower Party and the Agent.

"Finance Party" means each of the Agent, the Hedging Counterparties, the Lenders and the Security Trustee.

"Guarantors" means each of Oracle Group Limited and Galliard Homes Limited and any party which becomes a guarantor including a "New Guarantor".

"Hedging Counterparties" means The Royal Bank of Scotland Plc and the Governor and Company of the Bank of Ireland or, pursuant to a transfer in accordance with Clause 26 of the Facility Agreement, a Lender or an Affiliate of a Lender which has become a party to the Intercreditor Agreement (as defined in the Facility Agreement) as a Hedging Counterparty in accordance with the provisions of the Intercreditor Agreement.

"Lender" means (a) any Original Lender and (b) any person which has become a Party in accordance with clause 26 of the Facility Agreement, which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement.

"New Guarantor" means any person which at any time becomes a Guarantor in accordance with Clause 27.2 of the Facility Agreement.

"Obligor" means each of the Borrower, each Guarantor, the Owner, the Second Unit Holder and each New Guarantor.

"Original Lender" means The Royal Bank of Scotland Plc and the Governor and Company of the Bank of Ireland.

"Owner" means the Trustees acting in their capacity as trustees of the Unit Trust, and Cornerstone Nominees Limited and Cornerstone Nominees North Limited (as their nominee) as legal owner of the Property.

"Property" means the leasehold land known as Indescon Court, Millharbour, London E14 9TN comprised and more particularly described in the lease to be granted by the Trustees to Cornerstone Nominees North Limited and Cornerstone Nominees Limited and the Borrower.

"Second Unit Holder" means Oracle (Indescon) Limited.

"Security Trustee" means The Royal Bank of Scotland plc.

"Trustees" means Barclays Wealth Trustees (Jersey) Limited (formerly known as Walbrook Trustees (Jersey) Limited) and Walbrook Properties Limited.

"Unit Trust" means The Indescon Court Unit Trust, a Jersey unit trust constituted by a declaration of trust made by the Trustees and dated 15 March 2006.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3156120
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE IN RESPECT OF A
CASH DEPOSIT DATED 22 JUNE 2009 AND CREATED BY
GALLIARD CONSTRUCTION LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
THE FINANCE PARTIES 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 1 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JULY 2009

pl 0612



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES