

MG01

Particulars of a mortgage or charge

151718/182



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
particulars of a charge for
company. To do this, please
use form MG01s

SATURDAY



A24

AB113UI2

28/05/2011

111

COMPANIES HOUSE

1

Company details

Company number

3 1 9 3 5 7 1

Company name in full

Linden Homes Chiltern Limited (the "Chargor")

3

4

For official use

Filling 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

2 6 0 5 2 0 1 1

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

MG01

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 Level 4, 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)

MG01 - continuation page

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>"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. 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>"Arranger" means, whether acting individually or together, Barclays Corporate, HSBC Bank Plc and The Royal Bank of Scotland,</p> <p>"Authorisations" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p>"Borrower" 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>"Charged Property" 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>"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (<i>Form of Compliance Certificate</i>) of the Facility Agreement,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Event of Default" means any event or circumstance specified as such in Clause 23 (<i>Events Of Default</i>) of the Facility Agreement,</p> <p>"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,</p> <p>"Facility Agent" means HSBC Bank PLC,</p> <p>"Facility Agreement" means the facility agreement dated 25 May 2011 and made between (1) Galliford Try plc (the "Company"), (2) the subsidiaries of the Company listed in schedule 1 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>	

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

"Fee Letter" means

(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 (*Fees*), and

(b) any agreement setting out fees payable to a Finance Party referred to in paragraph (e) of Clause 2.2 (*Increase*) of the Facility Agreement,

"Finance Document" 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 (*Form of Accession Letter*) 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

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

"Guarantor" 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 (*Changes to the Obligors*) of the Facility Agreement,

"Hedging Agreement" 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)

"Hedge Counterparty" means

(a) any Original Hedge Counterparty (as defined in the Facility Agreement (regardless of whether it is also a Lender)), and

(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 (*Accession of Hedge Counterparties*) 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,

"Intercreditor Agreement" 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,

"Lender" means

(a) any Original Lender (as defined in the Facility Agreement), and

(b) any bank, financial institution, trust, fund or other entity which has become a Party (as defined

MG01 - continuation page

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>in the Facility Agreement) in accordance with Clause 24 (<i>Changes to the Lenders</i>) of the Facility Agreement,</p> <p>which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement</p> <p>"Mortgaged Property" means each of</p> <p>(a) the properties listed in the Schedule (<i>Properties</i>) hereto, 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>"Obligor" means a Borrower or a Guarantor,</p> <p>"Original Borrowers" are as follows</p> <p>Galliford Try PLC</p> <p>Galliford Try Services Limited</p> <p>Galliford Try Properties Limited</p> <p>Galliford Try Construction Limited</p> <p>Galliford Try Investments Limited</p> <p>Galliford Try Homes Limited</p> <p>Galliford Try Partnerships Limited</p> <p>Rock & Alluvium Limited</p> <p>Pentland Limited</p> <p>Linden Midlands Limited</p> <p>Linden South West Limited</p> <p>Galliford Try Infrastructure Limited (formerly Morrison Construction Limited)</p> <p>Linden Devon Limited</p> <p>Linden North Limited</p> <p>Galliford Brick Factors Limited</p>	

MG01 - continuation page

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>Chartdale Limited</p> <p>Try Accord Limited</p> <p>Try Construction Limited</p> <p>Linden Limited</p> <p>Chancery Court Business Centre Limited</p> <p>Galliford Try Plant Limited</p> <p>Galliford Try Employment Limited</p> <p>Kendall Cross Holdings Limited</p> <p>Galliford Try International Limited</p> <p>Galliford Try Qatar Limited</p> <p>Regeneco Limited</p> <p>Regeneco (Services) Limited</p> <p>Galliford Try Affordable Homes Limited</p> <p>Linden Properties Western Limited</p> <p>Linden London Developments Limited</p> <p>Linden London (Hammersmith) Limited</p> <p>Linden London LLP</p> <p>Linden St Albans LLP</p> <p>Linden Homes Eastern LLP</p> <p>Linden Partnerships Limited</p> <p>Pentland Estate Management Limited</p> <p>Graylingwell Energy Services Limited</p> <p>Linden Cornwall Limited</p> <p>Rosemullion Homes Limited</p> <p>"Original Guarantors" are as follows</p>	

MG01 - continuation page

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>Galliford Try PLC</p> <p>Galliford Try Services Limited</p> <p>Galliford Try Properties Limited</p> <p>Galliford Try Construction Limited</p> <p>Galliford Try Investments Limited</p> <p>Galliford Try Homes Limited</p> <p>Galliford Try Partnerships Limited</p> <p>Rock & Alluvium Limited</p> <p>Pentland Limited</p> <p>Linden Midlands Limited</p> <p>Linden South West Limited</p> <p>Galliford Try Infrastructure Limited (formerly Morrison Construction Limited)</p> <p>Linden Devon Limited</p> <p>Linden North Limited</p> <p>Galliford Brick Factors Limited</p> <p>Chartdale Limited</p> <p>Try Accord Limited</p> <p>Try Construction Limited</p> <p>Chancery Court Business Centre Limited</p> <p>Galliford Try Plant Limited</p> <p>Galliford Try Employment Limited</p> <p>Linden Homes South-East Limited</p> <p>Linden Homes Western Limited</p> <p>Linden Limited</p> <p>Linden Holdings Limited</p> <p>Linden Homes Chiltern Limited</p>	

MG01 - continuation page

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>Linden Homes Southern Limited</p> <p>Kendall Cross Holdings Limited</p> <p>Galliford Try International Limited</p> <p>Galliford Try Qatar Limited</p> <p>Regeneco Limited</p> <p>Regeneco (Services) Limited</p> <p>Galliford Try Affordable Homes Limited</p> <p>Linden Properties Western Limited</p> <p>Rosemullion Homes Limited</p> <p>Linden Cornwall Limited</p> <p>Graylingwell Energy Services Limited</p> <p>Pentland Estate Management Limited</p> <p>Linden Partnerships Limited</p> <p>Linden London Developments Limited</p> <p>Linden London (Hammersmith) Limited</p> <p>Linden London LLP</p> <p>Linden St Albans LLP</p> <p>Linden Homes Eastern LLP</p> <p>Galliford Try Infrastructure Holdings Limited</p> <p>"Permitted Disposal" 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 "Disposing Company") to another member of the Group (the "Acquiring Company"), but if</p> <p>(c) the Disposing Company is an Obligor, the Acquiring Company must also be an Obligor, and</p>	

MG01 - continuation page

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>(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 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>"Permitted Security" 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>(i) which is in any event discharged within 30 days, and</p> <p>(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>"Property" 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>	

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

(c) all rents from and proceeds of sale of that property,

(d) the benefit of all covenants given in respect of that property,

"Quasi-Security" means an arrangement or transaction whereby a Chargor

(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,

(b) sells, transfers or otherwise disposes of any of its receivables on recourse terms,

(c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

(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,

"Real Property" means the Property and any present or future freehold or leasehold property in which any Chargor has an interest,

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property,

"Satisfied" 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,

"Secured Parties" has the meaning given to that term in 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,

"the Security" means the Security created or evidenced by or pursuant to this Deed,

"Security Assets" 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 this Deed,

"Security Period" means the period beginning on the date of this Deed and ending on the date on which

all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and

no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents,

"Subsidiary" means a subsidiary within the meaning of Section 1159 of the Companies Act 2006,

MG01 - continuation page

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>"Transaction Security" means the Security created or expressed to be created or evidenced pursuant to the Transaction Security Documents,</p> <p>"Transaction Security Document" 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>"Utilisation Request" means a notice substantially in the form set out in Schedule 3 (<i>Utilisation Request</i>) of the Facility Agreement</p> <p style="text-align: center;">SCHEDULE (The Property)</p> <p>Claremont Road, Windsor, registered at the Land Registry under Title number BK413692</p>	

MG01 - continuation page

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	<p>2.2 Notice in respect of leasehold Mortgaged Property</p> <p>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</p> <p>3. CONTINUING SECURITY</p> <p>3.1 Continuing security</p> <p>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</p> <p>3.2 Additional and separate security</p> <p>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</p> <p>3.3 Right to enforce</p> <p>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</p> <p>4. NEGATIVE PLEDGE AND DISPOSALS</p> <p>The Chargor shall not do or agrees not to do any of the following without the prior written consent of the Security Agent</p> <ul style="list-style-type: none"> (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 <p>5. SET-OFF</p> <p>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</p> <p>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</p>

MG01 - continuation page

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

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 at clause 21 2(d) (*Security*) 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

(a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document,

(b) while an Event of Default is continuing, facilitating the realisation of any Security Asset, or

(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,

This includes

(i) the re-execution of the Deed or any other Transaction Security Document,

(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

(iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

6.2 Finance Documents

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

MG01 - continuation page

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

6.3 Specific security

Without prejudice to the generality of clause 6 1 (*Further action*) 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

7. POWER OF ATTORNEY

7.1 Appointment and powers

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

(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) (*Security*) of the Facility Agreement, and

(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

MG01 - continuation page

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

7.3 Ratification

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

MG01

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 DLA Piper UK LLP X

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

MG01

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 Ana Aller Ref 93589/120062

Company name DLA Piper UK LLP

Address

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111



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 or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3193571
CHARGE NO. 34

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 26 MAY
2011 AND CREATED BY LINDEN HOMES CHILTERN 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 28 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 JUNE 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES