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COMPANIES FORM No 395

Particulars of a mortgage or charge

127736/13

395

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the 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 block lettering

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

For Official use

Company Number



05235961

Name of Company

*insert full name of
company

Crest Nicholson (Bath) Holdings Limited (the "Chargor")

Date of creation of the charge

24 March 2009

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

A fixed and floating security document dated 24 March 2009 (the "Security Document") created by the Chargor in favour of Bank of Scotland plc as the security agent (the "Security Agent").

Amount secured by the mortgage or charge

All present and future moneys, debts and liabilities due, owing or incurred by it to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) (the "Liabilities").

Name and address of the mortgagees or persons entitled to the charge

Bank of Scotland plc as security agent for the benefit of the Finance Parties

LIBOR Product Management (Agency), Level 1 Citymark, 150 Fountainbridge

Edinburgh, United Kingdom.

Postcode

EH3 9PE

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

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Please return
via
CH London Courier

Ref: Nick Le Masurier/Brian Tomlinson (L-157334)

Time critical reference

For official Use
Mortgage Section

Post room

THURSDAY



L7UU08OC

LD2

02/04/2009

226

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed LINKLATER'S LLP Date 02/04/09

On behalf of mortgagee[†]

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Note

[†] Delete as appropriate

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, e.g. "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 including 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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Short particulars of all the property mortgaged or charged**1 FIXED CHARGES**

The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charged in favour of the Security Agent (as trustee for the Finance Parties) subject to any prior ranking Permitted Security:

- (a) other than in respect of the Restricted Real Property, by way of first fixed equitable mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*) to the Security Document) belonging to it at the date of the Security Document and all Real Property acquired by it in the future; and
- (b) other than in respect of the Restricted Contracts only, by way of first fixed charge, all its present and future:
 - (i) Book Debts;
 - (ii) Bank Accounts;
 - (iii) Investments (including the shares described in Schedule 4 (*Investments*) to the Security Document);
 - (iv) uncalled capital and goodwill;
 - (v) Intellectual Property (including that described in Schedule 5 (*Intellectual Property*) to the Security Document);
 - (vi) beneficial interest in any pension fund;
 - (vii) plant and machinery including that described in Schedule 6 (*Plant and machinery*) to the Security Document);
 - (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits;
 - (ix) rights under any agreement relating to the purchase of any of the Real Property;
 - (x) rights under any agreement for the sale of any of the Real Property (or any other Charged Asset);
 - (xi) rights under the Assigned Contracts;
 - (xii) benefit in respect of any Authorisations (to the extent held in connection with the use of any of the Real Property) and the right to recover and receive all compensation which may be payable in respect of them;
 - (xiii) interest in the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery, equipment, fixtures and fittings at the date of the Security Document or in future on any of the Real Property and/or by any other person under contract with or under a duty to the Chargor in respect of them;
 - (xiv) easements and other rights at any time vested in, or conferred on, the Chargor in connection with or otherwise for the benefit of any of the Real Property; and
 - (xv) rights under any contract relating to the development or refurbishment of any of the Real Property.

Short particulars of all the property mortgaged or charged**2 FLOATING CHARGE****2.1 Creation**

The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charged in favour of the Security Agent (as trustee for the Finance Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by clause 3 (*Fixed charges*) of the Security Document).

2.2 Qualifying Floating Charge

The floating Charge created by the Chargor pursuant to clause 4.1 (*Creation*) of the Security Document is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act. Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Security Document and the Security Agent may appoint an Administrator of any Chargor pursuant to that paragraph.

3 RANKING

The floating Charge created by the Chargor ranks:

- (a) behind all the fixed Charges created by the Chargor; but
- (b) in priority to any other Security over the Charged Assets of the Chargor except for (i) Permitted Security to the extent that it ranks ahead of the floating Charge by operation of law and (ii) Security ranking in priority in accordance with paragraph (f) of Schedule 2 (*Rights of Receivers*) to the Security Document.

4 CONVERSION BY NOTICE

The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically):

- (a) if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
- (b) while an Event of Default is continuing.

5 AUTOMATIC CONVERSION

If:

- (a) the Chargor takes any step to create any Security in breach of clause 6.1 (*Security*) of the Security Document over any of the Charged Assets not subject to a fixed Charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Short particulars of all the property mortgaged or charged

6 ASSIGNMENT

The Chargor, with full title guarantee, assigned absolutely to the Security Agent (as trustee for the Finance Parties) all its present and future right title and interest in and to the Assigned Contracts, including all monies payable to the Chargor, and any claims awards and judgements in favour of, receivable or received by the Chargor, under or in connection with the Assigned Contracts provided that on payment or discharge in full of the Liabilities or upon disposal or release of any Real Property to which the relevant Assigned Contracts relate the Security Agent will at the request and cost of the Chargor re-assign the relevant rights, title and interest in the Assigned Contracts to the Chargor (or as it shall direct).

7 RESTRICTIONS

The Security Document contains a negative pledge, restrictions on disposals covenant and a covenant for further assurances.

Short particulars of all the property mortgaged or charged**DEFINITIONS**

any reference to "**assets**" include present and future properties, revenue and rights of every description (solely to the extent to which they relate to Real Property);

"**Administrator**" means an administrator appointed under Schedule B1 to the Insolvency Act 1986.

"**Assigned Contracts**" means all material contracts of any nature which the Chargor has entered into with any counterparty, excluding Restricted Contracts, except in respect of Restricted Contracts where the relevant restriction on assignment has been removed or the relevant counterparty has consented to such assignment following the date of the Security Document.

"**Authorisation**" is defined in the Senior Facilities Agreement as an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Bank Accounts**" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it has an interest at the date of the Security Document or in the future, including the Cash Collateral Accounts, and (to the extent of its interest) all balances at the date of the Security Document or in the future standing to the credit of or accrued or accruing on those accounts.

"**Book Debts**" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"**Cash Collateral Accounts**" is defined in the Senior Facilities Agreement as the Facility F Account and such other accounts as the Chargors maintain with the Security Agent for the purposes of providing cash collateral in accordance with the Senior Facilities Agreement, as appropriate.

"**Charged Assets**" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"**Charges**" means all or any of the Security created or expressed to be created by or pursuant to the Security Document.

"**Development**" is defined in the Senior Facilities Agreement as the development of land for residential or commercial use (or a combination of both residential and commercial use), together in each case with all ancillary uses and infrastructure as appropriate.

"**Event of Default**" is defined in the Senior Facilities Agreement as any event or circumstance specified as such in clause 28 (*Events of Default*) of the Senior Facilities Agreement.

"**Finance Document**" is defined in the Senior Facilities Agreement as the Stage 1 Finance Documents, the Stage 2 Finance Documents, any Accession Letter, the Amendment Agreement, the Second Amendment Agreement, the Third Amendment Agreement, any Ancillary Document, Compliance Certificate, any Hedging Agreement, the Hedging Letter, any Resignation Letter, any Transaction Security Document, any Utilisation Request, any Intercreditor Accession Deed, the Restructuring Agreement and any other document designated as a "**Finance Document**" by the Agent and the Parent (each as defined in the Senior Facilities Agreement).

"**Finance Party**" is defined in the Senior Facilities Agreement as the Agent, any Issuing Bank, the LNG Bank, the Security Agent, a Lender, a Hedging Counterparty or any Ancillary Lender (each as defined in the Senior Facilities Agreement).

"**Fixtures**" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

Short particulars of all the property mortgaged or charged

"Insurances" of the Chargor means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of it or (to the extent of its interest) in which it at the date of the Security Document or in the future has an interest including, for the avoidance of doubt, the Specified Insurances and the Site-specific Insurances.

"Intellectual Property" of the Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it at the date of the Security Document or in the future owns or (to the extent of its interest) in which it at the date of the Security Document or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

"Intercreditor Agreement" is defined in the Senior Facilities Agreement as the intercreditor agreement dated the Original Execution Date, as amended from time to time, and made between, *inter alios*, the Obligors, at such time, the Agent, the Security Agent and the Original Lenders (as defined in the Senior Facilities Agreement).

"Investments" of the Chargor means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit but, for the avoidance of doubt, excluding Real Property);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case at the date of the Security Document or in the future owned by it or (to the extent of its interest) in which it at the date of the Security Document or in the future has an interest.

"Obligor" means as a Borrower or a Guarantor (each defined in the Senior Facilities Agreement).

"Original Execution Date" is defined in the Senior Facilities Agreement as 7 March 2007.

"Parent" is defined in the Senior Facilities Agreement as Crest Nicholson Holdings Limited, a company registered in England and Wales with company number 06800600.

"Permitted Security" has the meaning given to it in the Senior Facilities Agreement.

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon (excluding, in each case, the Assigned Contracts and the Restricted Contracts)).

"Restricted Contract" means a contract of any nature which the Chargor has entered into with any counterparty which contains express restrictions on assignment or charging (including any contract which requires the consent of another party to assign or charge).

Short particulars of all the property mortgaged or charged

"Restructuring Agreement" is defined in the Senior Facilities Agreement as the restructuring agreement dated 2 February 2009 between, *inter alios*, the Parent and the Agent.

"Restructuring Effective Date" is defined in the Senior Facilities Agreement as the Scheme Effective Time as such term is defined in the Restructuring Agreement.

"Restricted Real Property" means the Real Property set out in Schedule 13 (*Restricted Real Property*) to the Security Document in respect of which exists a restriction on the creation of an equitable charge.

"Scheme Effective Time" has the meaning given to it in the Restructuring Agreement.

"Security" is defined in the Senior Facilities Agreement as a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Senior Facilities Agreement" means the senior facilities agreement originally dated 7 March 2007 and amended and restated on 10 May 2007, and amended and restated on 4 July 2007 and further amended and restated on 1 August 2007 and as further amended and restated on or about the date of the Security Document between, *inter alios*, the Chargor, Castle Bidco Limited and Bank of Scotland plc as Arranger, Agent and Security Agent.

"Site" means land or an interest in land (including, freehold, leasehold, commonhold or acquisition of a building licence or building agreement with provision to transfer or grant a lease following completion of the whole or part of the Development relating to that Site) which an Obligor owns or proposes to purchase for the purpose of Development.

"Site-specific Insurances" means those Insurances which relate only to one Site (or part of a Site).

"Specified Insurances" means the Insurances set out in Schedule 12 (*Specified Insurances*) to the Security Document.

Short particulars of all the property mortgaged or charged

Note (1): The Real Property specified in Schedule 3 (*Real Property*) to the Security Document are as follows:

Project/Phase name	Title Number(s)	Registered Proprietor
Region: Crest Nicholson (South West) Limited		
Braydon Mead	WT46795	Crest Estates Limited
Region: Crest Nicholson (Eastern) Limited		
Stowmarket	Phase 5A - SK255343 Village Centre Ph 2 - SK255343 Petryszyn - SK278134 Phase 5C L/S - SK260308 and Phase 5D L/S - SK217209	Crest Nicholson (Eastern) Limited
Brentwood	EX727023	Crest Nicholson (Eastern) Limited
Sproughton Road, Ipswich	SK262619, SK262620, SK266519 and SK270429	Crest Nicholson (Eastern) Limited
Beehive Lane, Chelmsford	EX779047	Crest Nicholson (Eastern) Limited
Red Lodge	Phase 2c - SK264087/SK250764 Phase 3b - SK264087 Phase 3c - SK264087 Phase 6c - SK270089/SK250764 Tranche 1D – SK270089/SK250764 Phase 4a - SK264087 and SK270089 Phase 5c - K270089/SK250764 and	Crest Nicholson (Eastern) Limited

Short particulars of all the property mortgaged or charged

Project/Phase name	Title Number(s)	Registered Proprietor
	Phase 6b - SK270089	
Hockerill Street	HD462307	Crest Nicholson (Eastern) Limited
Hayhill Allotments	SK276170	Crest Nicholson (Eastern) Limited
North Weald Airfield	EX768650	Crest Nicholson (Eastern) Limited
Jarrolds, Norwich	NK370548	Crest Nicholson (Eastern) Limited
Cambridge	CB327999	Crest Nicholson (Eastern) Limited
Region: Crest Nicholson (Chiltern) Limited		
Walton Street, Aylesbury	BM317374	Crest Nicholson (Chiltern) Limited
The Grove, Stanmore	NGL860912	Crest Nicholson (Chiltern) Limited
Kilburn	NGL890152	Crest Nicholson (Chiltern) Limited
Marsh Road, Pinner	NGL810781	Crest Nicholson (Chiltern) Limited
Lidl, Greenford	NGL521295	Crest Nicholson (Chiltern) Limited
St Albans Road, Watford	HD331003	Crest Nicholson (Chiltern) Limited
Sunlife House, Reading	BK272627	Crest Nicholson (Chiltern) Limited
Middleton	BM337107	Crest Nicholson (Chiltern) Limited

Short particulars of all the property mortgaged or charged

Project/Phase name	Title Number(s)	Registered Proprietor
The Hub Block 800	BM332453	The Hub Management Company (Building 800) Limited
The Hub Building 100	BM326686	Hub Management Company (Building 100) Ltd
The Hub Building 400	BM327724	Hub Management Company (Building 400) Ltd
The Hub Building 500	BM327229	Hub Management Company (Building 500) Ltd
The Hub Building 600	BM330427	Hub Management Company (Building 600) Ltd
Henlow	BD262104	Crest Nicholson (Chiltern) Limited
Nash Mills	HD387158 and HD277149	Crest Nicholson (Chiltern) Limited
Bath Road, Reading	BK79348	Crest Nicholson (Chiltern) Limited
Acton Bus Depot	AGL40739	Crest Nicholson (Chiltern) Limited
Cheshunt	HD466546 HD481145	Crest Nicholson (Chiltern) Limited
Southampton Street, Reading	BK394042, BK396172 and BK394254	Crest Nicholson (Chiltern) Limited
Region: Crest Nicholson (South) Limited		
Poole	DT289017	Crest Nicholson (South) Limited
The Beacon, Hinhead	SY696990	Crest Nicholson (South) Limited

Short particulars of all the property mortgaged or charged

Project/Phase name	Title Number(s)	Registered Proprietor
Osterley	AGL35102, AGL35103 and AGL35104	Crest Nicholson (Londinium) Limited
Archers Road, Southampton	HP685668	Crest Nicholson (South) Limited
Roakes Avenue, Chertsey	SY769931 and SY769934	Crest Nicholson (South) Limited
Orme Road	WSX313645	Crest Nicholson (South) Limited
Skerne Road, Kingston	SGL327051	Crest Nicholson (South) Limited
College Street, Southampton	HP687936	Crest Nicholson (South) Limited
Rosebank, Epsom	SY196721 and SY770722	Crest Nicholson (South) Limited
Haywards Heath (known as Bolnore Phase 4)	WSX265218	Crest Nicholson (South) Limited
Region: Crest Nicholson (Midlands) Limited		
Clifton Road, Ruddington	NT400930 and NT401359 ¹	Crest Nicholson (Midlands) Limited
Coopers Lane, Evesham	WR109070 and WR110081	Crest Nicholson (Midlands) Limited
Camelot Street, Ruddington	NT425995	Crest Nicholson (Midlands) Limited
Coldbath Road, Moseley	WM880662	Crest Nicholson (Midlands) Limited

¹ Possessory title only.

Short particulars of all the property mortgaged or charged

Project/Phase name	Title Number(s)	Registered Proprietor
Albermarle, Leicester	LT393150	Crest Nicholson (Midlands) Limited
Engleton Lane, Brewood	SF519420	Crest Nicholson (Midlands) Limited
Westwood Heath	WM880928	Crest Nicholson (Midlands) Limited
Bramcote, Nottingham	NT151745	Crest Nicholson (Midlands) Limited
Ravenshead, Nottinghamshire	Phase 1 - NT430880 Phase 2 - NT438404	Crest Nicholson (Midlands) Limited
Wylde Green, Sutton Coldfield	WK130886	Crest Nicholson (Midlands) Limited
Higham Lane, Nuneaton	WK435669	Crest Nicholson (Midlands) Limited
Pinetree Avenue, Leicester	LT403037 and LT205766	Crest Nicholson (Midlands) Limited
Wollaton, Nottingham	NT151745	Crest Nicholson (Midlands) Limited
Derby Road, Ripley Phase 1	DY365267	Crest Nicholson (Midlands) Limited
Pera, Melton Mowbray	LT401439	Crest Nicholson (Midlands) Limited
Hinckley Greyhound Stadium	LT397708	Crest Nicholson (Midlands) Limited
Region: Crest Nicholson Regeneration Limited		
Queen Street, Portsmouth	PM14061	Crest Nicholson (South) Limited

Short particulars of all the property mortgaged or charged

Project/Phase name	Title Number(s)	Registered Proprietor
Region: Crest Strategic Projects Limited		
Rocky Lane, Haywards Heath	WSX88437	Crest Homes (Nominees) Limited
Mill Farm, Ipswich	SK88330	Crest Homes (Nominees) Limited

Note (2): The Investment specified in Schedule 4 (*Investment*) to the Security Document are as follows:

Name of Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held
Crest Nicholson Holdings Limited	Castle Bidco Limited	Ordinary A shares of £0.10 each	580,000,000
Castle Bidco Limited	Crest Nicholson Limited	Ordinary shares of £0.10 each	115,294,459
CN Nominees Limited	Clevedon Developments Limited	Ordinary shares of £1.00 each	1
CN Nominees Limited	Clevedon Investment Limited	Ordinary shares of £0.10 each	20
CN Nominees Limited	Crest Construction Limited	Ordinary shares of £1.00 each	1
CN Nominees Limited	Crest Developments Limited	Ordinary shares of £1.00 each	1
CN Nominees Limited	Crest Estates Limited	Ordinary shares of £1.00 each	1
CN Nominees Limited	Crest Homes (Westerham) Limited	Ordinary shares of £1.00 each	1
CN Nominees Limited	Crest Nicholson (Londinium) Limited	Ordinary shares of £0.10 each	1
CN Nominees Limited	Crest Nicholson Overseas Limited	Ordinary shares of £1.00 each	1
CN Nominees Limited	Crest Nicholson Properties Limited	Ordinary shares of £0.10 each	5
CN Nominees Limited	Crest Nicholson Quest Trustee Limited	Ordinary shares of £1.00 each	1
CN Nominees Limited	Crest Nicholson Residential (Midlands) Limited	Ordinary shares of £1.00 each	1
CN Nominees Limited	Crest Nominees Limited	Ordinary shares of £1.00 each	1
CN Nominees Limited	Dialled Despatches Limited	Ordinary shares of £1.00 each	1
CN Nominees Limited	Grassphalte-Gaze Limited	Ordinary "A" shares of £0.05	1
CN Nominees Limited	Nicholson Homes Limited	Ordinary shares of £1.00 each	1
CN Nominees Limited	Timberform Building Systems Limited	Ordinary shares of £1.00 each	1

Short particulars of all the property mortgaged or charged

Name of Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held
CN Nominees Limited	Toptool Products Limited	Ordinary shares of £1.00 each	1
CN Nominees Limited	Yawbrook Limited	Ordinary shares of £1.00 each	1
Crest Estates Limited	Haydon Development Company Limited	Ordinary shares of £1.00 each	2,136
Crest Estates Limited	North Swindon Development Company Limited	Ordinary shares of £1.00 each	32641
Crest Nicholson (Bath) Holdings Limited	Crest Nicholson (Bath Western) Limited	Ordinary shares of £1.00 each	4,000,000
Crest Nicholson (Bath) Holdings Limited	Crest Nicholson Residential (London) Limited	Ordinary shares of £1.00 each	43,002
Crest Nicholson (Eastern) Limited	Riverside Dacorum No 2 Limited	Ordinary shares of £1.00	2
Crest Nicholson (Londinium) Limited	Brentford Lock Limited	B Ordinary shares of £1.00 each	500
Crest Nicholson (South) Limited	Block A-D Whitelands Park Limited	Ordinary shares of £1.00 each	1
Crest Nicholson (South) Limited	Block F1 Whitelands Park Limited	Ordinary shares of £1.00 each	1
Crest Nicholson (South) Limited	Block F2 Whitelands Park Limited	Ordinary shares of £1.00 each	1
Crest Nicholson (South) Limited	Block F3 Whitelands Park Limited	Ordinary shares of £1.00 each	1
Crest Nicholson (South) Limited	Block F4 Whitelands Park Limited	Ordinary shares of £1.00 each	1
Crest Nicholson (South) Limited	Block F5 Whitelands Park Limited	Ordinary shares of £1.00 each	1
Crest Nicholson (South) Limited	Block L1-L3 Whitelands Park Limited	Ordinary shares of £1.00 each	1
Crest Nicholson (South) Limited	Regency Lodge Limited	Ordinary shares of £1.00 each	1
Crest Nicholson Residential Limited	Crest Homes (Nominees) Limited	Ordinary shares of £1.00 each	4
Crest Nicholson Residential Limited	Crest Homes (South East) Limited	Ordinary shares of £1.00 each	2
Crest Nicholson Residential Limited	Crest Homes (South) Limited	Ordinary shares of £1.00 each	2
Crest Nicholson Residential Limited	Crest Homes (Wessex) Limited	Ordinary shares of £1.00 each	2
Crest Nicholson Residential Limited	Crest Homes (Westerham) Limited	Ordinary shares of £1.00 each	1

Short particulars of all the property mortgaged or charged

Name of Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held
Crest Nicholson Residential Limited	Crest Homes Management Limited	Ordinary shares of £1.00 each	100
Crest Nicholson Residential Limited	Crest Manhattan Limited	1% non-cumulative preference shares of £1.00 each	104,242
Crest Nicholson Residential Limited	Crest Manhattan Limited	Ordinary shares of £1.00 each	104,242
Crest Nicholson Residential Limited	Crest Nicholson (Eastern) Limited	Ordinary shares of £1.00 each	2
Crest Nicholson Residential Limited	Crest Nicholson (Midlands) Limited	Ordinary shares of £1.00 each	100
Crest Nicholson Residential Limited	Crest Nicholson (South East) Limited	Ordinary shares of £1.00 each	1
Crest Nicholson Residential Limited	Crest Nicholson (South West) Limited	Ordinary shares of £1.00 each	5000
Crest Nicholson Residential Limited	Crest Nicholson (South) Limited	Ordinary shares of £1.00 each	2

Note (3): The Intellectual Property specified in Schedule 5 (*Intellectual Property*) to the Security Document are as follows:

Domain Name	Registrant
cresthomes.plc.uk	Crest Homes Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5235961
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED & FLOATING CHARGE
DATED 24 MARCH 2009 AND CREATED BY CREST NICHOLSON
(BATH) HOLDINGS LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO ANY FINANCE
PARTY 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 2
APRIL 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 APRIL 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**