

MG01

Particulars of a mortgage or charge



800746 / 364

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 to register
particulars of a charge on a
company. To do this, please use
form MG01s

FRIDAY



L24 30/09/2011 69
COMPANIES HOUSE

1	Company details	3	For official use
Company number	5 2 3 5 9 6 1	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	Crest Nicholson (Bath) Holdings Limited (the "Chargor")		
2	Date of creation of charge		
Date of creation	14/09/2011		
3	Description		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
	A fixed share charge and floating security document (the "Security Deed") dated 14 September 2011 made between, among others, the Chargor and Bank of Scotland plc as security agent and trustee for the Secured Parties (the "Security Agent")		
4	Amount secured		
Amount secured	Please give us details of the amount secured by the mortgage or charge		
	All moneys, debts and liabilities due, owing or incurred by each Security Deed Chargor to any Finance Party as at 14 September 2011 and in future under or in connection with any Finance Document (in each case, whether alone or jointly and severally with any other person, whether actually or contingently and whether as principal, surety or otherwise) (the "Secured Obligations") Please refer to the continuation pages for all defined terms used in this MG01		
	Continuation page Please use a continuation page if you need to enter more details		

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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 Bank of Scotland plc (as Security Agent)

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

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. Covenant to Pay

The Chargor shall pay each of its Secured Obligations when due in accordance with the Finance Documents or, if they do not specify a time for payment, immediately on demand by the Security Agent

2. Fixed Charge

The Chargor, with full title guarantee and as continuing security for the payment of the Secured Obligations, has charged, in favour of the Security Agent (as agent and trustee for the Secured Parties), by way of first fixed charge

- (a) all Charged Securities referred to in Schedule 2 (Details of Security Assets) to the Security Deed, as set out in the Schedule hereto, and
- (b) all other Charged Securities (not charged by clause 3(a) of the Security Deed, as set out in Paragraph 2(a) above),

in each case, together with all Related Rights from time to time accruing to those Charged Securities

3. Floating Charge**3.1 Creation**

The Chargor, with full title guarantee and as continuing security for the payment of all Secured Obligations (whether of that or any other Security Deed Chargor), has charged in favour of the Security Agent (as agent and trustee for the Secured Parties) by way of first floating charge the whole of its undertaking and all its property, assets and rights, both present and future (including assets expressed to be charged by Clause 3 of the Security Deed, as set out in Paragraph 2 (Fixed Charge) above

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3 2 Qualifying Floating Charges

(a) The floating charge created by the Chargor pursuant to Clause 4 1 (*Creation*) of the Security Deed, as set out in Paragraph 3 1 above, is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act 1986

(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the Security Deed and the Security Agent may appoint an Administrator of the Chargor pursuant to that paragraph

3 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 Clause 7 3(b)(v) of the Security Deed (*Borrow Money*)

3 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 relevant 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

3 5 Automatic Conversion

If

- (a) any Chargor takes any step to create any Security in breach of Clause 5 1 (*Negative Pledge*) of the Security Deed 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

4 Negative Pledge

The Chargor has covenanted that, save as permitted by the Finance Documents, without the prior

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written consent of the Security Agent, it shall not

- (a) create or permit to subsist any Security (other than Permitted Security) over any Charged Assets, or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Charged Assets (except for a Permitted Disposal)

5 Further Assurance

The Chargor has agreed that it shall, at the request of the Security Agent (acting reasonably) and at the cost of the Chargor, promptly do all acts and things and execute in favour of the Security Agent, or as it may direct, such further or other legal assignments, transfers, mortgages, charges, securities and other deeds and documents as the Security Agent may require, in such form as the Security Agent may require, in order to

- (a) protect, preserve, perfect or improve the Security intended to be conferred on the Security Agent by or pursuant to the Security Deed (but prior to the security created under the Security Deed becoming enforceable, excluding arranging for any Charged Assets which are in registered form to be registered in the name of the Security Agent or a nominee of the Security Agent or any purchaser),
- (b) to facilitate the exercise of any and all rights, powers, authorities and discretions intended to be vested in the Security Agent, or any Receiver by or pursuant to the Security Deed, or
- (c) to facilitate the realisation of any Security created or expressed to be created by or pursuant to the Security Deed after such Security has become enforceable or the exercise of any right, power or discretion in relation to the Charged Assets vested in the Security Agent, any Receiver or any Delegate upon such enforcement

6 Undertaking relating to Charged Securities

The Chargor has undertaken with the Security Agent (as agent and trustee for the Secured Parties) that it shall, as applicable

- (a) duly and promptly pay (or, in respect of charged Securities of which the Security Agent is the legal owner, pay to the Security Agent on demand amounts in respect of) all calls, instalments or other payments which may be made or become due in respect of any of the Charged Securities as and when the same from time to time become due (and if the Chargor does not do so, the Security Agent may make such payments on behalf of the Chargor),

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- (b) comply promptly with any notice served on it under the Companies Act,
- (c) not (without the prior consent in writing of the Security Agent or save to the extent permitted under the Finance Documents)
 - (i) permit any person other than the Chargor or the Security Agent (or its nominee) to be registered as holder of the Charged Securities or any part thereof, or
 - (ii) permit any reorganisation of share capital or any alteration of rights in respect of any class of shares in a company whose shares are charged or the amendment of any provision of the memorandum of association or articles of association of such company which may be prejudicial to the Security Agent's rights under the Security Deed, and
- (d) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the interest of the Security Agent in, or the value to the Security Agent and/or the Secured Parties of, the Charged Securities and use its best endeavours not to permit a variation of any rights attaching to any of the Charged Securities

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General Undertakings

The Chargor has agreed that it shall not do, or permit to be done, anything which could prejudice the Security created or expressed to be created by or pursuant to the Security Deed

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Short particulars	In this MG01, defined terms shall have the following meanings "Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986 "Agent" means Bank of Scotland plc "Arranger" means Bank of Scotland plc as mandated lead arranger under the Senior Facilities Agreement as at the Original Execution Date, as defined by the Senior Facilities Agreement "Business Day" means a day designated as such under the Senior Facilities Agreement "Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets "Charged Properties" means all of the assets of the obligors which from time to time are, or are expressed to be, the subject of the Transactional Security "Charged Securities" means (a) the securities specified in Schedule 2 (<i>Details of Security Assets</i>) of the Security Deed (and as further set out in Schedule 1 (<i>Details of Securities</i>) hereto), and (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Security Deed owned as at 14 September 2011 or in the future (legally or beneficially) by the Chargor, held by any nominee on its behalf or in which the Chargor has an interest at any time "Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Deed "Crest Nicholson Trust Arrangements" means the agency and trust arrangements by which certain Group Companies operate assets on behalf of Crest Nicholson Operations Limited "Delegate" means a delegate or sub delegate appointed under Clause 8.5 (<i>Delegation</i>) of the Security Deed "Event of Default" means any event or circumstance specified as such in Clause 28 (<i>Events of Default</i>) of the Senior Facilities Agreement "Finance Document" means the Senior Facilities Agreement, each Fee Letter, any Accession Letter, each Amendment Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request, the Parent Intercompany Loan Agreement, the Company Intra-Group Loan Agreement, the Subordination Deed, the Original Restructuring Agreement, the Restructuring Agreement as such terms are defined in the Senior Facilities Agreement and any other document designated as a "Finance Document" by the Agent and the Parent	

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"Finance Party" means the Agent, any Issuing Bank, the LNG Bank, the Security Agent or a Lender

"Financial Year" means the financial period of 12 months ending on the Accounting Reference Date, as specified under the Senior Facilities Agreement, in each year

"Group" means the Company and its Subsidiaries except Management Companies other than any Management Company which is a Borrower or Guarantor (each a **"Group Company"** and each a **"member of the Group"**)

"Guarantor" means an Original Guarantor or an Additional Guarantor under the Senior Facilities Agreement, unless it has ceased to be a Guarantor in accordance with Clause 30 (Changes to the Obligors) of the Senior Facilities Agreement

"Intellectual Property" means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group

"Issuing Bank" means

- (a) in respect of the Facility C Letters of Credit under the Senior Facilities Agreement, the LNG Bank,
- (b) in respect of the Facility D Letters of Credit under the Senior Facilities Agreement
 - (i) Bank of Scotland plc (subject to Clause 2.4 (Repayment of Letters of Credit) of the Senior Facilities Agreement), and/or
 - (ii) each Facility D Lender which has notified the Agent that it has agreed to a request of the Parent to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement (and if more than one Facility D Lender has so agreed, such Facility D Lenders shall be referred to whether acting individually or together as the **"Issuing Bank"**), **provided that**
 - (A) in respect of a Facility D Letter of Credit issued or to be issued pursuant to the terms of this Agreement, the **"Issuing Bank"** shall be the Issuing Bank which has issued, or agreed to issue, that Facility D Letter of Credit, and
 - (B) any new Issuing Bank shall only be entitled to act as such if it has

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acceded to the Subordination Deed in that capacity

"Land Option" means an option agreement, entered into or to be entered into by a member of the Group in connection with the acquisition of a Site, in accordance with Crest Nicholson internal procedures and the Senior Facilities Agreement

"Lender" means

- (a) any Original Lender under the Senior Facilities Agreement, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Lender in accordance with Clause 29 (Changes to the Lenders) of the Senior Facilities Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Senior Facilities Agreement

"LNG Bank" means

- (a) Bank of Scotland plc (subject to Clause 2 4 (Repayment of Letters of Credit) of the Senior Facilities Agreement) or
- (b) each Facility C Lender under the Senior Facilities Agreement which has notified the Agent that it has agreed to a request of the Parent to be an LNG Bank pursuant to the terms of the Senior Facilities Agreement and which has acceded to the Subordination Deed in that capacity

"Majority Lenders" means a Lender or Lenders whose Commitments aggregate more than 70 per cent of the Total Commitments, as such terms are defined in the Senior Facilities Agreement, (or, if the Total Commitments have been reduced to zero, aggregated more than 70 per cent of the Total Commitments immediately prior to that reduction)

"Management Company" means a company which is a subsidiary of the Parent and whose purpose is to be a residential management company and/or to hold one or more freeholds or freehold reversions of a building, buildings or land the income of which company is derived from service charges and/or ground rent

"Parent" means Crest Nicholson Holdings Limited (CRN 06800600)

"Parent Intercompany Loan Agreement" means the Parent Loan Note, as such term is defined in the Senior Facilities Agreement)

"Permitted Disposal" means any sale, lease, licence, transfer or other disposal which (other than in respect of paragraphs (g) and (h) below) is on arm's length terms

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- (a) of cash made by any member of the Group in the ordinary course of trading of the disposing entity,
- (b) of any asset by a member of the Group (the "**Disposing Company**") to another member of the Group (the "**Acquiring Company**"), but if
 - (i) the Disposing Company is a UK Obligor, the Acquiring Company must also be a UK Obligor,
 - (ii) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset, and
 - (iii) the Disposing Company is a Guarantor, the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company,
- (c) of obsolete or redundant vehicles, plant and equipment for cash,
- (d) constituted by a licence of intellectual property rights permitted by Clause 27 27 (Intellectual Property) of the Senior Facilities Agreement,
- (e) arising as a result of any Permitted Security,
- (f) of a Sale Unit in the ordinary course of business and on arm's length terms,
- (g) of land rights or easements (or by way of dedication including the dedication of land for highways, open space or service installations) in accordance with the requirements of a Planning Agreement, as such term is defined in the Senior Facilities Agreement, or the requirements of a Relevant Authority except to the extent that such requirements are imposed on a compulsory basis,
- (h) of land or a Sale Unit to a social landlord registered with the Housing Corporation in accordance with the Housing Act 1996 or other social housing body, in each case in accordance with the requirements of a Planning Agreement or Development Planning Permission,
- (i) provided no Event of Default has occurred which is continuing, of assets (other than shares, Sites, Land Options, Sale Units or Property) for cash where the higher of the market value and the net consideration receivable for any single item does not exceed £2,000,000 (or its equivalent in other currencies) and the aggregate of the higher of the market value and the net consideration receivable for such disposals does not exceed £2,000,000 (or its equivalent in other currencies) in any Financial Year of the Parent,
- (j) made with the consent of the Agent (acting on the instructions of the Majority Lenders),

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- (k) of land forming all or part of a Site on a trading basis in the ordinary course of trading of the Group, or
- (l) of assets (other than shares, businesses, Intellectual Property, Sites, Land Options, Sale Units or Property) which do not fall within paragraphs (a) to (k) (inclusive), where the Parent certifies to the Agent, on notifying the Agent not less than two Business Days prior to any such disposal (giving such details thereof as the Agent reasonably requires following notification), that
 - (i) the relevant Group Company shall, as soon as practicable, replace the assets to be disposed of with assets comparable or superior as to type or quality (hereinafter referred to as the “disposal assets”) and confirming that the replacement assets (hereinafter referred to as the “replacement assets”) will not be subject to Security (other than pursuant to the Transaction Security Documents),
 - (ii) the replacement assets will have an aggregate market value of no less than the aggregate market value of the relevant disposal assets, and
 - (iii) the proceeds of disposal of such disposal assets will be applied in the purchase of the relevant replacement assets within six Months of such disposal, **provided that** the proceeds of disposal of any assets falling within this paragraph (l) shall be retained by the Agent (on behalf of the Lenders) in a Holding Account (in accordance with Clause 12.4 (Mandatory Prepayment Accounts and Holding Accounts) of the Senior Facilities Agreement) until such time as they are applied within such period of six Months in or towards the purchase of replacement assets as contemplated by this paragraph,
- (m) any disposal of Property pursuant to a contractual commitment to dispose of such Property entered into prior to the Restructuring Effective Time as such term is defined under the Senior Facilities Agreement or pursuant to a requirement of general law, and
- (n) of shares or membership interests in a Management Company pursuant to, or arising from the disposal of a Sale Unit in the ordinary course of business

“Permitted Security” means

- (a) any lien arising by operation of law and in the ordinary course of trading (including, for the avoidance of doubt, by operation of the Crest Nicholson Trust Arrangements, as defined in the Senior Facilities Agreement) and not as a result of any default or omission by any member of the Group,
- (b) any Security arising under any retention of title, hire purchase or conditional sale

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arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group,

(c) the Security granted by members of the Group listed in Schedule 11 (Permitted Security) to the Senior Facilities Agreement,

(d) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal,

(e) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (g) of the definition of "Permitted Financial Indebtedness" in the Senior Facilities Agreement,

(f) any Security created by a member of the Group in favour of a social landlord registered with the Housing Corporation in accordance with the Housing Act 1996 or other social housing body in the ordinary course of business to secure

(i) that member of the Group's performance obligations under building contracts entered into by that member of the Group in connection with the development, redevelopment, modification or improvement of any land and/or the buildings on that land, or

(ii) obligations to repay deposits, prepayments and similar payments made by any purchaser of an interest in any land and/or the buildings on that land in connection with the development, redevelopment, modification or improvement of that land and/or the buildings on that land,

provided that the Security created by that member of the Group is in respect of a maximum aggregate amount not exceeding the sum of (A) the amount of any payment made by that social landlord to that member of the Group in connection with the development, redevelopment, modification or improvement of that land and/or the buildings on that land, (B) any accrued and unpaid interest on such advance payments or (C) any costs (including interest accrued on such costs) incurred by that social landlord in the event of an event of default by the relevant member of the Group,

(g) any Security created by a member of the Group as security for the payment of deferred consideration, overage and/or the performance of works in connection with a Permitted Acquisition,

(h) any Permitted Guarantee under the Senior Facilities Agreement,

(i) the Transaction Security or any Security granted in respect of cash cover, or

(j) any Security securing indebtedness permitted pursuant to paragraph (k) of the definition of Permitted Financial Indebtedness in the Senior Facilities Agreement

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provided that the beneficiary of such Security shall enter into a Subordination Deed with the Security Agent, on terms satisfactory to the Security Agent and the Majority Lenders

"Property" means any freehold, commonhold, leasehold or immovable property of the Group (including any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property)

"Quasi-Security" has the meaning given to that term in Clause 27 14 (Negative pledge) of the Senior Facilities Agreement

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

"Related Rights" means

- (a) any distribution, dividend or interest paid or payable in relation to any of the Charged Securities,
- (b) any stock, shares, securities, rights, monies or property accruing or offered at any time (whether by way of rights issue, repurchase, redemption, substitution, exchange, bonus or preference, under option rights or otherwise) to or in respect of any of its Charged Securities or in substitution or exchange for, or otherwise derived from, any of the Charged Securities, and
- (c) any dividend, interest or other income in respect of any asset referred to in paragraph (b) above

"Sale Unit" means a residential or commercial unit on a Site which has been or is to be completed and has been or is to be sold

"Secured Parties" means the Security Agent, each Finance Party, and any Receiver or Delegate

"Security" means any mortgage, charge, assignment (for the purpose of security or otherwise), pledge, lien, guarantee of any kind or any right (including any "hold-back" or "flawed asset" arrangement) conferring a priority of payment, right of set-off, arrangements for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security or other security interests of any kind whatsoever or any agreement, whether expressed to be conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the Chargor

"Security Deed Chargors" means Crest Nicholson Holdings Limited, Castle Bidco Limited, Crest Nicholson (Londinium) Limited, Crest Nicholson (Bath Western) Limited, Crest Nicholson (Midlands) Limited, Crest Nicholson (Chiltern) Limited, Crest Nicholson Residential Limited, CN Nominees Limited, Crest Nicholson (Bath) Holdings Limited, The Hub Management Company

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(Building 100) Limited, The Hub Management Company (Building 400) Limited, The Hub Management Company (Building 500) Limited, The Hub Management Company (Building 600) Limited, The Hub Management Company (Building 800) Limited, Crest Homes (Northern) Limited, Crest Nicholson Projects Limited, Crest Estates Limited, Crest Homes (Wessex) Limited, Crest Homes (Westerham) Limited, Crest Nicholson (Wessex) Limited, Crest Nicholson (London) Limited, Riverside Dacorum No 2 Limited, Crest Homes (Nominees) Limited, Crest Nicholson Residential (South East) Limited, Clevedon Investment Limited, Crest Nicholson (Epsom) Limited, Crest Nicholson Residential (London) Limited, Landscape Estates Limited and Crest Nicholson Developments (Chertsey) Limited

"Senior Facilities Agreement" means the £201,975,293 senior facilities agreement originally dated 7 March 2007 and amended and restated on 10 May 2007, 4 July 2007, 1 August 2007, 24 March 2009, 10 September 2010 and on or about the date of the Security Deed and made between, amongst others, the Company, certain Subsidiaries of the Company as borrowers and guarantors, the Lenders, the Issuing Bank, the Agent and the 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 (as defined in the Senior Facilities Agreement) relating to that Site) which an Obligor owns or proposes to purchase for the purpose of Development, as such term is defined under the Senior Facilities Agreement

"Sterling" and **"£"** means the lawful currency of the United Kingdom

"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents, as defined in the Senior Facilities Agreement

"UK Obligor" means a Borrower or Guarantor which is incorporated in the United Kingdom

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SCHEDULE 1 DETAILS OF SECURITY ASSETS

Name of Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held
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

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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

N/A

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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 Bingham McCutchen (London) LLP X

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

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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 **Nicholas Turvey**

Company name
Bingham McCutchen (London)
LLP

Address **41 Lothbury**

Post town **London**

County/Region **Greater London**

Postcode

E	C	2	R		7	H	F
---	---	---	---	--	---	---	---

Country **England**

DX

Telephone **02076615405**



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. 5235961
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED SHARE CHARGE AND
FLOATING SECURITY DOCUMENT DATED 14 SEPTEMBER 2011
AND CREATED BY CREST NICHOLSON (BATH) HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH SECURITY DEED CHARGOR 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 25 OF THE COMPANIES ACT
2006 ON THE 30 SEPTEMBER 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 OCTOBER 2011



Companies House
— for the record —



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

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