

# MG01

## Particulars of a mortgage or charge



105385/13

### 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

You cannot use this form  
particulars of a charge for  
company. To do this, please  
use form MG01s

FRIDAY



A56 \*AMZAOTBX\* 246  
15/04/2011  
COMPANIES HOUSE

1

### Company details

Company number 0 5 8 5 7 2 1 6  
Company name in full St. Edward Homes Limited

For official use

→ **Filing 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 d3 d0 m0 m3 y2 y0 y1 y1

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 5 A debenture dated 30 March 2011 (the "**Debenture**") granted by St Edward  
Homes Limited (the "**Chargor**") in favour of Barclays Bank PLC as trustee  
for the Secured Parties (the "**Trustee**")

Please see continuation sheet for definitions

4

### Amount secured

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

Amount secured All obligations which the Chargor may at any time have to the  
Trustee (whether for its own account or as trustee for the  
Secured Parties) or any of the other Secured Parties under or  
pursuant to the Finance Documents (including this Debenture)  
including any liability in respect of any further advances made  
under the Finance Documents, whether present or future, actual  
or contingent (and whether incurred solely or jointly and  
whether as principal or as surety or in some other capacity) and  
the Chargor shall pay to the Trustee when due and payable  
every sum at any time owing, due or incurred by the Chargor to  
the Trustee (whether for its own account or as trustee for the  
Secured Parties) or any of the other Secured Parties in respect  
of any such liabilities (the "**Secured Obligations**")  
Please see continuation sheet for definitions

#### Continuation page

Please use a continuation page if  
you need to enter more details

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## 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 Barclays Bank PLC

Address 5 The North Colonnade, Canary Wharf

London

Postcode E 1 4 4 B B

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

Please see continuation sheet for particulars of FIXED CHARGES and FLOATING CHARGE

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## 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

None

### 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 *Clifford Chance LLP* X

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

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## 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 Felicity Reardon (70-40487067)

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Canary Wharf

Post town London

County/Region

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## 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><b>1. FIXED CHARGES</b></p> <p>In the Debenture, the Chargor charged with full title guarantee in favour of the Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to each of the following assets</p> <ol style="list-style-type: none"> <li>1 the Tangible Moveable Property (subject to obtaining any necessary consent to such fixed charge from any third party),</li> <li>2 the Accounts,</li> <li>3 the Intellectual Property,</li> <li>4 any goodwill and rights in relation to the uncalled capital of the Chargor,</li> <li>5 the Investments,</li> <li>6 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise), and</li> <li>7 all Monetary Claims and all Related Rights</li> </ol> <p><b>2. FLOATING CHARGE</b></p> <p>In the Debenture, the Chargor charged with full title guarantee in favour of the Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Chargor, and any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under a Finance Document in favour of the Trustee as security for the Secured Obligations</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture</p> <p><b>3. FURTHER ASSURANCE</b></p> <p>The Debenture contains covenants for further assurance</p> <p><b>4. NEGATIVE PLEDGE</b></p> <p>The Debenture contains a negative pledge</p> <p><b>DEFINITIONS:</b></p> <p>"<b>Acceptable Bank</b>" means a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A or higher by Standard &amp; Poor's Rating Services or Fitch Ratings Ltd or A2 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency</p> <p>"<b>Accession Letter</b>" means a document substantially in the form set out at Schedule 6 (<i>Form of Accession Letter</i>) to the Facility Agreement</p>	

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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"<b>Account</b>" means any credit balance from time to time on any account opened or maintained by the Chargor with the Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights</p> <p>"<b>Additional Borrower</b>" means a company which becomes an Additional Borrower in accordance with Clause 25 (<i>Changes to the Obligors</i>) to the Facility Agreement</p> <p>"<b>Additional Guarantor</b>" means a company which becomes an Additional Guarantor in accordance with Clause 25 (<i>Changes to the Obligors</i>) to the Facility Agreement</p> <p>"<b>Agent</b>" means Barclays Bank PLC</p> <p>"<b>Ancillary Document</b>" means each document relating to or evidencing the terms of an Ancillary Facility</p> <p>"<b>Ancillary Facility</b>" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 6 (<i>Ancillary Facilities</i>) to the Facility Agreement</p> <p>"<b>Ancillary Lender</b>" means each Lender which makes available an Ancillary Facility in accordance with Clause 6 (<i>Ancillary Facilities</i>) to the Facility Agreement</p> <p>"<b>Arranger</b>" means Barclays Corporate</p> <p>"<b>Beneficiary Undertaking</b>" means the beneficiary undertaking dated on or about the date of the Facility Agreement by which certain undertakings are given by the Property Trustees to the Trustee in relation to the trusts under which legal title to the Property is held by the Property Trustees</p> <p>"<b>Borrower</b>" means the 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>"<b>Charged Property</b>" means all the assets and undertaking of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Trustee by or pursuant to the Debenture</p> <p>"<b>Counterparty</b>" means means an Acceptable Bank or a bank or financial institution approved by the Agent (acting on the instructions of all of the Lenders) which becomes a party to the Facility Agreement pursuant to an Accession Letter in respect of any Hedging Agreement</p> <p>"<b>Delegate</b>" means any delegate, agent, attorney or co-trustee appointed by the Trustee</p> <p>"<b>Facility Agreement</b>" means the £60,000,000 secured facility agreement dated 30 March 2011 and made between, amongst others, the Original Borrower, the Original Guarantors, the Arranger, the Original Lender, the Agent and the Trustee</p>	

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Short particulars	<p>"<b>Fee Letter</b>" means the fee letter dated on or about the date of the Facility Agreement between the Arranger and the Original Borrower setting out any of the fees referred to in Clause 12 (<i>Fees</i>) to the Facility Agreement</p> <p>"<b>Finance Document</b>" means the Facility Agreement, the Subordination Agreement, the Security Documents, any Accession Letter, any Fee Letter, the Beneficiary Undertaking, any Hedging Agreement, any Ancillary Document and any other document designated as such by the Agent and the Original Borrower</p> <p>"<b>Guarantor</b>" means an Original Guarantor or an Additional Guarantor</p> <p>"<b>Hedging Agreement</b>" means any interest hedging agreement entered into by a Borrower with a Counterparty in connection with interest payable under the Facility Agreement, in form and substance satisfactory to the Agent</p> <p>"<b>Insurance Policy</b>" means any policy of insurance in which the Chargor may from time to time have an interest</p> <p>"<b>Intellectual Property</b>" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights</p> <p>"<b>Investment</b>" means</p> <ul style="list-style-type: none"> <li>a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares), and</li> <li>b) all warrants, options and other rights to subscribe or acquire any of the investments described in (a),</li> </ul> <p>whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)</p> <p>"<b>Lender</b>" means</p> <ul style="list-style-type: none"> <li>a) the Original Lender, and</li> <li>b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 24 (<i>Changes to the Lenders</i>) of the Facility Agreement, which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement <p>"<b>Monetary Claims</b>" means any book and other debts and monetary claims owing to the Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor)</p> </li></ul>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Obligor" means a Borrower or a Guarantor</p> <p>"Original Borrower" means St Edward Homes Partnership</p> <p>"Original Guarantor" means the companies listed in Part I (<i>The Original Guarantors</i>) of Schedule 1 (<i>The Original Guarantors and Original Lender</i>) to the Facility Agreement, as guarantors i.e The St Edward Homes Partnership, St Edward Homes Limited, SEH Nominee Limited, and SEH Manager Limited in its own capacity</p> <p>"Original Lender" means Barclays Bank PLC</p> <p>"Partnership" means The St Edward Homes Partnership constituted under the Partnership Agreement</p> <p>"Partnership Agreement" means the agreement dated 24 June 2009, between The Berkeley Group Plc, the Chargor and The Prudential Assurance Company Limited</p> <p>"Party" means a party to the Facility Agreement</p> <p>"Property" means each of the properties set out in Schedule 3 (<i>Properties</i>) of the Facility Agreement and any other property in respect of which any Obligor has exchanged an agreement to purchase, the Obligor's beneficial interest in which has been charged pursuant to the Transaction Security</p> <p>"Property Trustees" means the SEH Manager Limited and SEH Nominee Limited in their capacity as trustees of a Property pursuant to a Trust Agreement</p> <p>"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment</p> <p>"Related Rights" means, in relation to any asset</p> <ol style="list-style-type: none"> <li>the proceeds of sale of any part of that asset,</li> <li>only include licences where the Chargor is licensor), agreement for sale or agreement for lease in respect of that asset,</li> <li>all rights under any licence (which for the avoidance of doubt in relation to Intellectual Property shall all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and</li> <li>any monies and proceeds paid or payable in respect of that asset</li> </ol> <p>"Secured Parties" means the Trustee, any Receiver or Delegate, the Agent, any Counterparty and each Lender from time to time party to the Facility Agreement</p> <p>"Security" means 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</p>	



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## Particulars of a mortgage or charge

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Short particulars	<p>"<b>Security Documents</b>" means each of the documents listed as being a Security Document in paragraph 4 of Part I of Schedule 2 (<i>Conditions Precedent</i>) to the Facility Agreement together with any other document entered into by any person creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligor under any of the Finance Documents</p> <p>"<b>Shares</b>" means all of the shares in the capital of SEH Nominee Limited with company number 06939574 and SEH Manager Limited with company number 06939560 held by, to the order of or on behalf of the Chargor at any time</p> <p>"<b>Subordination Agreement</b>" means the subordination agreement delivered pursuant to paragraph 3 of Part I (<i>Conditions precedent to initial Utilisation</i>) of Schedule 2 (<i>Conditions Precedent</i>) to the Facility Agreement</p> <p>"<b>Tangible Moveable Property</b>" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights</p> <p>"<b>Transaction Security</b>" means the Security created or expressed to be created in favour of the Trustee pursuant to the Security Documents</p> <p>"<b>Trust Agreement</b>" means each agreement pursuant to which the Property Trustees agree to hold legal title to a Property (after completion of the purchase of such Property) on trust for the Partnership</p>	



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## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 5857216  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 MARCH  
2011 AND CREATED BY ST EDWARD HOMES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO BARCLAYS BANK PLC OR ANY OF THE OTHER  
SECURED PARTIES 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 15 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 APRIL 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES