

MG01

Particulars of a mortgage or charge



020064/s2

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 re-
gister particulars of a charge for a Sc
company. To do this, please use
form MG01s

TUESDAY



L101X096

LD5

18/12/2012

#34

COMPANIES HOUSE

1 Company details

Company number 0 8 2 7 2 1 6 7

Company name in full ANNINGTON FINANCE NO 5 PLC

(the "Assignor")

2 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 d1 d3 m1 m2 y2 y0 y1 y2

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 Security Assignment dated 13 December 2012 (the "Security Assignment") and entered into between,
amongst others, the Assignor and The Bank of New York Mellon, London Branch as security agent for and
on behalf of the Secured Parties (the "Security Agent")

4 Amount secured

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

Amount secured The Secured Obligations

(For definitions of capitalised terms used in this Form MG01, please see
continuation pages 1 to 4 of Part 6 of this Form MG01 attached hereto)

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

The Bank of New York Mellon, London Branch, as Security Agent

Address

One Canada Square

London

Postcode

E 1 4 5 A L

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**PART 1: Short particulars of all the property mortgaged or charged****1. ASSIGNMENT**

1.1 The Assignor has assigned by way of security (subject to the right to reassignment on redemption pursuant to Clause 18.5 (*Reinstatement and Release*) of the Security Assignment) and with full title guarantee and as continuing security for the payment, performance and discharge in full of the Secured Obligations to the Security Agent all of its right, title and interest, present and future, in, under and to the Assigned Property including, without limitation, all present and future claims, causes of action, payments and proceeds in respect thereof to hold as Security Agent on trust for the benefit of the Secured Parties in accordance with the terms of the Note Documents

1.2 The Security Agent Assumes No Obligations

The Security Agent shall not be under any obligation in relation to the Assigned Property as a consequence of the Security Assignment and the Assignor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Assigned Property

Prior to the occurrence of an Enforcement Event, the Assignor may continue to exercise and enjoy all of its rights, interests and benefits under the Assigned Property

2. FURTHER ASSURANCE**2.1 General**

(a) The covenants set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraphs (b) and (b)(i) below

(b) The Assignor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions on terms equivalent or similar to those set out in the Security Assignment) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require)

Please see continuation pages 1 to 4 of this Part 6 of this Form MG01 attached hereto

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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 <ul style="list-style-type: none">- 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 X Latham & Watkine 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 Maud Holma/ Trinh Hoang

Company name
Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country

DX Reference 048012-0007

Telephone 0207 710 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 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

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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>(i) to perfect the Security created or intended to be created under or evidenced by the Security Assignment or for the exercise of any rights, powers and remedies of the Security Agent and any Receiver provided by or pursuant to the Security Assignment or by law, and/or</p> <p>(ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under the Security Assignment</p> <p>(c) The Assignor 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, on behalf of the Secured Parties, by or pursuant to the Security Assignment</p> <p>3. CONTINUING SECURITY</p> <p>3.1 Continuing Security</p> <p>The Security constituted by the Security Assignment shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing</p> <p>3.2 Other Security</p> <p>The Security constituted by the Security Assignment is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent and/or any other Secured Party may now or after the date of the Security Assignment hold for any of the Secured Obligations, and this Security may be enforced against the Assignor without first having recourse to any other rights of the Security Agent or any other Secured Party</p> <p>4. POWER OF ATTORNEY</p> <p>The Assignor, by way of security, irrevocably and severally has appointed the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of the Security Assignment, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under the Security Assignment or otherwise for any of the purposes of the Security Assignment, and the Assignor has covenanted with the Security Agent and each Receiver to ratify and confirm all such acts or things lawfully made, done or executed by that attorney</p> <p>PART 2: Definitions</p> <p>Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, and the following words when used in this Form MG01 (including these continuation pages to this Form MG01) shall have the following meanings</p> <p>"Additional Notes" means further Notes issued by the Issuer under the Indenture in connection with the payment of PIK Interest on, and any Additional Amounts with respect to, the Notes,</p> <p>"Assigned Property" means all of the Assignor's rights, title and benefit (including the benefit of any guarantees and security relating thereto and any entitlement to interest, indemnities, reimbursements and other payments paid or payable to it) under or in connection with the Proceeds Loan Agreement,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="341 344 1043 378">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="341 479 1458 568">"Borrower" means Annington Homes Limited, a limited company organised under the laws of England and Wales and having its registered office at 1 James Street, London W1U 1DR, United Kingdom (registered company number 3232682),</p> <p data-bbox="341 607 1485 725">"Collateral" means (1) the rights, property and assets of each of the Issuer and the Guarantors for which a lien has been created to secure the Notes and the Note Guarantees pursuant to the Security Documents and (2) any other right, property or asset in which a security interest has been or will be granted pursuant to any Security Document to secure the Obligations under the Indenture, the Notes and any Note Guarantee,</p> <p data-bbox="341 763 1437 819">"Company" means Annington Homes Limited, a limited liability company incorporated under the laws of England and Wales,</p> <p data-bbox="341 857 1477 913">"Enforcement Event" means the exercise by the Trustee of any acceleration rights (howsoever defined) under the Indenture,</p> <p data-bbox="341 952 1477 1041">"Escrowed Property" means the initial funds deposited in the Escrow Account, and all other funds, securities, interest, dividends, distributions and other property and payments credited to the Escrow Account (less any property and/or funds paid in accordance with the Escrow Agreement), collectively,</p> <p data-bbox="341 1079 823 1102">"Group" means the Parent and its Subsidiaries,</p> <p data-bbox="341 1140 1495 1196">"Guarantor" means each of (1) the Company, (2) the Parent Guarantor and (3) any other Person that executes a Note Guarantee in accordance with the provisions of the Indenture,</p> <p data-bbox="341 1234 979 1256">"Holder" means a person in whose name a Note is registered,</p> <p data-bbox="341 1294 1485 1384">"Indenture" means an indenture dated 4 December 2012 between, among others, Annington Finance No 5 plc as the issuer, Annington Homes Limited as the guarantor and The Bank of New York Mellon, London Branch as the Trustee,</p> <p data-bbox="341 1422 1437 1478">"Initial Notes" means the Issuer's pound sterling-denominated 13% Senior PIK Notes due 2023 having an aggregate principal amount at maturity of £550,000,000,</p> <p data-bbox="341 1516 751 1538">"Issue Date" means December 4, 2012,</p> <p data-bbox="341 1576 1406 1632">"Issuer" means Annington Finance No 5 plc, a public limited company incorporated under the laws of England and Wales,</p> <p data-bbox="341 1671 1477 1727">"Note Documents" means the Notes (including Additional Notes), the Indenture, the Security Documents and the PIK Note Debt Service Reserve Account Agreement,</p> <p data-bbox="341 1765 1082 1787">"Notes" means the Initial Notes and any Additional Notes, collectively,</p> <p data-bbox="341 1825 1461 1881">"Obligations" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness,</p> <p data-bbox="341 1919 1477 2009">"Parent" means any Person of which the Company at any time is or becomes a Subsidiary after the Issue Date and any holding companies established by any Permitted Holder for purposes of holding its investment in any Parent,</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Parent Guarantor" means Annington Limited, a limited liability company incorporated under the laws of England and Wales,

"Permitted Holders" means, collectively, (a) the Equity Investors or any Related Person thereof, (b) any one or more Persons whose beneficial ownership constitutes or results in a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of the Indenture, and (c) any Person who is acting as an underwriter in connection with a public or private offering of Capital Stock of any Parent or the Company, acting in such capacity For the purposes of determining whether a group of related persons (as such term is used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Issue Date) is or becomes a Permitted Holder pursuant to this definition, any group that includes a Permitted Holder shall also be deemed to be a Permitted Holder, provided that Permitted Holders as defined in clauses (a) and (b) above retain exclusive beneficial ownership and control of at least 50 1% of the total voting power of the Voting Stock of the Company beneficially owned by any group that becomes a Permitted Holder at any time as a result of the application of this sentence (without giving effect to the existence of such group or any other group),

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision thereof or any other entity,

"PIK Note Debt Service Reserve Account Agreement" means an account control agreement dated December 4, 2012 between, among others, Annington Homes Limited as the company and The Bank of New York Mellon, London Branch as the account bank,

"Proceeds Loan Agreement" means the proceeds loan agreement dated on or about the date of the Security Assignment and entered into between the Assignor and the Borrower, pursuant to which the Assignor agreed to lend the proceeds of the offering in respect of the notes to the Borrower (as amended and restated from time),

"Receiver" means an administrator, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) a receiver, in each case appointed under the Security Assignment,

"Secured Obligations" means all money, obligations or liabilities due, owing or incurred to any Secured Party by each member of the Group under any Note Document at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all losses incurred by any Secured Party in connection therewith, including but not limited to, the Obligations (as such term is defined in the Indenture), except for any money, obligation or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006,

"Secured Parties" means any Holder of the Notes (as such term is defined in the Indenture), the Security Agent, the Trustee, any Receiver and The Bank of New York Mellon, London Branch as account bank under the PIK Note Debt Service Reserve Account Agreement,

"Security" means a mortgage, charge, pledge or lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Documents" means the debenture, the share pledge agreement, the assignment, the charges, and any other instruments and documents executed and delivered pursuant to the Indenture or any of the foregoing, as the same may be amended, supplemented or otherwise modified from time to time and pursuant to which the Collateral or the Escrowed Property is pledged, assigned or charged or, in respect of which, interest is granted, in each case, in favor of the Security Agent for the ratable benefit of the Holders of the Notes and the Trustee,

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Subsidiary" means, with respect to any Person</p> <p>(a) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, or</p> <p>(b) any partnership, joint venture, limited liability company or similar entity of which</p> <p>(i) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership interests or otherwise, and</p> <p>(ii) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity, and</p> <p>"Trustee" means The Bank of New York Mellon, London Branch</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8272167
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED
13 DECEMBER 2012 AND CREATED BY ANNINGTON FINANCE
NO. 5 PLC FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH MEMBER OF THE GROUP TO ANY SECURED
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 18
DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 DECEMBER
2012



Companies House



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