In accordance with Section 860 of the

LL MG01

Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009

LEL IVICUI

Particulars of a mortgage or charge (Application of Companies Act 2006) Regulations 2009

Limited Liability Partnership (LLP) Particulars of a mortgage or charge created by a



	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 created by an LLP in England and Wales or Northern Ireland What this form is NOT for You cannot use this form to reciparticulars of a mortgage or charge for a Scottish LLP To do this, please use form LL MG01s	*A4METHMA* A26 18/02/2010 169 COMPANIES HOUSE
1	LLP details	For official use
LLP number	0 C 3 1 4 2 0 5	→ Filling in this form
LLP name in full	Stephen Howard Homes Baldock Road LLP (the "Chargor")	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	$\begin{bmatrix} d & 0 & d & 5 \end{bmatrix}$ $\begin{bmatrix} m & 0 & m & 2 \end{bmatrix}$ $\begin{bmatrix} y & 2 & y & 0 & y & 1 & y & 0 \end{bmatrix}$	
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'	
	An assignment and charge of contracts (the "Deed of Assignmen made between the Mortgagor and National Westminster Bank plo	
4	Amount secured	Continuation page
	Please give us details of the amount secured by the mortgage or charge	Please use a continuation page if you need to enter more details
Amount secured	As specified in the continuation page to this form	

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

5	Mortgagee(s) or person(s) entitled to the charge	
	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
Name	National Westminster Bank PLC	you need to enter more details.
Address	135 Bishopsgate	
	London	
Postcode	EC2M3UR	
lame		
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.

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

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 if 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. 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	
	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. 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 property situated in another part of UK.	
9	Signature	
_ _	Please sign the form here	
Signature	X Evershed UP X	
	This form must be signed by a person with an interest in the registration of the charge	

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

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 nam	ne Sarah Clark			
Company na	Eversheds LLP			
Address				
<u> </u>				
Post town				
County/Reg	ion			
Postcode	E C 2 V	7	W	s
Country			·	
DX				
	DX 154280 Cheapside 8			÷
Telephone				
<u> </u>	0845 497 0777			- 53
7 6	- wife and a			

Certificate

We will send your certificate to the presenter's address if given above or to the LLPs 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 LLP 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 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 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 LLPs registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff

For LLPs 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 LLPs registered in Northern Ireland The Registrar of Companies, Companies House, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS

Further information

DX 481 NR Belfast 1

For further information, please see the guidance notes on the website at www companieshouse goviuk 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

In accordance with Section 860 of the Companies Act 2006 as applied by The Limited Liability Partnerships

LL MG01 - continuation page
Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	The amount secured by the Deed of Assignment is all indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by the Chargor to the Lender, whatever their nature or basis, in any currency or currencies and however they are described together with Interest and Expenses (the "Secured Obligations")
	Capitalised terms used in this form are defined in the Appendix to this form

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Grant of security

- 1 The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations
- 1 1 Assignment by way of security

assigns absolutely to the Lender all its rights, title and interest in the following assets

- 1 1 1 the Charged Contracts, and
- 1 1 2 the Contract Proceeds,

in each case to the fullest extent capable of assignment and subject to re-assignment on redemption as provided in clause 14 14 (Release of security) of the Deed of Assignment (as described at paragraph 3 12 below)

12 First fixed charge

charges in favour of the Lender, by way of first fixed charge the following assets

- 1 2 1 the Charged Contracts, and
- 122 the Contract Proceeds,

in each case excluding those Charged Contracts or Contract Proceeds which have been validly and effectively assigned to the Lender pursuant to clause 3.1.1 (Assignment by way of security) of the Deed of Assignment (as described at paragraph 1.1 above), and also

- 1 2 3 any monies (including any deposit, advance or instalment payment) payable to the Chargor for or in connection with the disposal (by whatever means and whether or not permitted by the Deed of Assignment) of the Charged Contracts or any interest in the Charged Contracts
- 2 Continuing security

All the security granted or created by the Deed of Assignment is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Chargor or any other person of the whole or any part of the Secured Obligations

3 Miscellaneous

The fact that no or incomplete details of any particular Secured Assets are included or inserted in any relevant Schedule shall not affect the validity or enforceability of the charges created by the Deed of Assignment

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 1 No assignment by Chargor

The Chargor must not assign, novate or otherwise deal with its rights or obligations under or interests in the Deed of Assignment, except with the prior written consent of the Lender

- 4 Negative pledge
- 4 1 During the Security Penod, the Chargor must not create, extend or permit to subsist any security over any of the Secured Assets, nor may it enter into any other preferential arrangement having a similar effect
- 4 2 Clause 5 1 of the Deed of Assignment (as described at paragraph 4 1 above) does not apply
- 4 2 1 to the security created or required to be created by the Deed of Assignment,
- 4 2 2 to any other security or transaction which is permitted pursuant to the terms of the Facility Agreement, nor
- 4 2 3 to any security or transaction to which the Lender has given its written consent
- 5 Collection of Contract Proceeds, etc

The Chargor will

- 5 1 collect (as agent for the Lender) all monies payable to the Chargor and comprised within the Contract Proceeds and pay into such specially designated account with the Lender or such other account with such other bank as the Lender may from time to time direct all monies which it shall receive in respect of such Contract Proceeds forthwith on receipt and pending such payment it will hold all such monies upon trust for the Lender,
- 5 2 not, without the prior written consent of the Lender, charge, factor, discount or assign any of the Contract Proceeds in favour of any other person or purport to do so,
- 5 3 where the Collection Account is not maintained with the Lender but with some other bank or financial institution, procure that such other bank or financial institution with whom the Collection Account is maintained has received a notice in the form set out in Schedule 3 (Form of notice to bank operating Collection Account) of the Deed of Assignment and has issued a receipt and confirmation in respect of that notice as provided in such form, and
- 5 4 not, without the prior consent of the Lender, withdraw all or any monies from time to time standing to the credit of the Collection Account
- 6 Charged Contracts

The Chargor will

6.1 perform all its obligations under the Charged Contracts in a diligent and timely manner,

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 6 2 not rescind, terminate, novate or permit rescission, termination or novation of the Charged Contracts nor make or agree to make any amendments or modifications to the Charged Contracts or waive or compromise any of its rights under the Charged Contracts nor release any Contract Party from its obligations under the Charged Contracts except in any case with the prior written consent of the Lender, and
- 6 3 promptly inform the Lender of any material disputes relating to the Charged Contracts,
- 7 Power of Attorney
- 7 1 The Chargor irrevocably and by way of security appoints the Lender and each Receiver and any person nominated for the purpose by the Lender or the Receiver (in writing, under hand, signed by an officer of the Lender or by the Receiver) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in clause 13 2 of the Deed of Assignment (as described at paragraph 7 2 below)
- 7 2 The power of attorney granted in clause 13 1 of the Deed of Assignment (as described at paragraph 7 1 above) allows the Lender, the Receiver or such nominee, in the name of the Chargor, on its behalf and as its act and deed to
- 7 2 1 perfect the security given by the Chargor under the Deed of Assignment, and 7 2 2 execute, seal and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor may, ought or has agreed to execute or do under the Deed of Assignment or which the Lender, the Receiver or such nominee may in their absolute discretion consider appropriate in connection with the exercise of any of the rights, powers authorities or discretions of the Lender or the Receiver under, or otherwise for the purposes of, the Deed of Assignment
- 7 3 The Chargor covenants with the Lender to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with this paragraph 7
- 8 Definitions

Capitalised terms used in part 6 of this form are defined in the Appendix to this form

In accordance with Section 860 of the Companies Act 2006 as applied by The Limited Liability Partnerships

LL MG01 - continuation page
Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	Schedule (Charged Contracts)
	Brief description of Charged Contract Building Contract
	Date of Charged Contract 17 November 2009
	Parties to Charged Contract (Include addresses for service of notices of those parties who are not parties to the Deed of Assignment)
	(1) Stephen Howard Homes Construction Limited of Stamford House, Primett Road, Stevenage, Hertfordshire SG1 3EE
	(2) Stephen Howard Homes Baldock Road LLP

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

"Charged Contracts" means those contracts or agreements brief particulars of which are set out in the Schedule (Charged Contracts) and also where the context shall so require or permit any of such contracts or agreements and the expression "Charged Contract" shall also mean any one of such contracts or agreements

"Collection Account" means such specially designated account or accounts with the Lender or such other account or accounts with such other bank as the Lender may from time to time direct for the purposes of clause 7 3 1 (Collection of Contract Proceeds) of the Deed of Assignment (as described at paragraph 5 above)

"Contract Party" means any party to a Charged Contact other than the Chargor and if more than one such party shall, where the context so requires, mean any one of them

"Contract Proceeds" means all proceeds of any Charged Contract from time to time in whatever form they may be, including

- (a) all monies receivable under, arising out of, or evidenced by, any Charged Contract,
- (b) any other rights, titles, benefits or interests (whether present, future, proprietary, contractual or otherwise) of the Chargor in, under, arising out of, or evidenced by, any Charged Contract
- (c) the benefit of any Authorisation, conveyance, assignment, transfer, lease or licence which may be granted to the Chargor in relation to any Charged Contract, whether or not arising out of an obligation contained in such Charged Contract,
- (d) all claims competent to the Chargor to recover and receive damages or compensation arising out or relating to any breach or termination of any Charged Contract or any Authorisation, conveyance, assignment, transfer, lease or licence referred to in paragraph (c) above, and
- (e) the full benefit of all guarantees, indemnities, bonds, debentures, mortgages, charges or other security given in relation to any Charged Contract or any obligation of any Contract Party arising under any Charged Contract

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Delegate" means any delegate, agent, attorney or trustee appointed by the Lender

"Default Rate" means one per cent per annum above the highest rate of Interest ordinarily applicable to the Secured Obligations from time to time

"Discharge Date" means the date with effect from which the Lender confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Lender cancelled

"Enforcement Party" means any of the Lender, a Receiver or a Delegate

"Event of Default" means the occurrence of any of the events or circumstances defined in the Facility Agreement as an Event of Default

"Expenses" means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the Secured Assets, the preparation, negotiation and creation of the Deed of Assignment, taking, perfecting, enforcing or exercising any power under the Deed of Assignment, the appointment of any Receiver or Delegate, the breach of any provision of the Deed of Assignment and / or the protection, realisation or enforcement of the Deed of Assignment, and includes the costs of transferring to the Lender or the Receiver any security ranking in priority to the security constituted by the Deed of Assignment, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security, or any of the foregoing as the context shall require

"Facility Agreement" means a development loan agreement dated on or about the date of the Deed of Assignment made between (1) the Chargor and (2) The Royal Bank of Scotland plc acting as agent for the Lender for the provision of a loan facility

"Finance Documents" has the meaning ascribed to such term under the Facility Agreement "Group" means the Chargor, its holding companies (as defined in Section 736 of the Companies Act 1985 as though amended by the Limited Liability Partnerships Regulations 2001 prior to 1 October 2009) and each of their respective Subsidiaries

"Insurances" means all contracts or policies of insurance of whatever nature relating to the Charged Contracts (or their subject matter) which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest

"Interest" means interest at the rate provided and calculated and compounded in accordance with the Facility Agreement both before and after judgement

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Party" means a party to the Deed of Assignment

"Receiver" means any one or more receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to the Deed of Assignment in respect of the Chargor or in respect of the Secured Assets or any of them

"Secured Assets" means the assets charged, assigned or otherwise the subject of any security created by or pursuant to the Deed of Assignment and includes any part or parts of such assets

"Secured Obligations" means all indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by the Chargor to the Lender, whatever their nature or basis, in any currency or currencies and however they are described together with Interest and Expenses

"Security Period" means the period beginning on the 5 February 2010 and ending on the Discharge Date

"Subsidiary" shall, in the case of the subsidiary of a company, have the meaning ascribed to it in section 1159 of the Companies Act 2006 and, in the case of the subsidiary of a limited liability partnership, have the meaning ascribed to it in Section 736 of the Companies Act 1985 as though amended by the Limited Liability Partnerships Regulations 2001 prior to 1 October 2009

Construction

In this form and its appendices

- 1 "assets" includes present and future property, revenue, rights and interests of every kind,
- 2 "guarantee" includes any guarantee or indemnity and any other financial support (including any participation or other assurance against loss and any deposit or payment) in respect of any person's indebtedness,
- 3 "indebtedness" includes any obligation for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent),
- 4 "law" includes law established by or under statute, constitution, treaty, decree, regulation or judgment, common law and customary law, and the word "lawful" and similar words and phrases are to be construed accordingly,
- 5 "person" includes any individual, company, corporation, firm, government, state or any agency of a state and any association, partnership or trust (in each case, whether or not it has separate legal personality),

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 6 "regulation" includes all guidelines, official directives, regulations, requests and rules (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational agency, body or department or of any regulatory or other authority or organisation (whether statutory or non-statutory, governmental or non-governmental),
- 7 "security" includes any assignment by way of security, charge, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect,
- 8 "set-off" includes analogous rights and obligations in other jurisdictions, and
- 9 "tax" includes any tax, duty, impost or levy and any other charge or withholding of a similar nature (including any interest or penalty for late payment or non-payment),
- 10 except where the Deed of Assignment expressly states otherwise, each term used in the Deed of Assignment which is defined in the Facility Agreement has the same meaning as in the Facility Agreement, construed in accordance with the Facility Agreement,
- 11 where something (or a list of things) is introduced by the word "including", or by the phrase "in particular", or is followed by the phrase "or otherwise", the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used).
- 12 each reference to the "Chargor", the "Lender" or to any "Party" includes its successors in title, and its permitted assignees or permitted transferees,
- 13 each reference to any "Contract Party" shall extend to any permitted assignee or transferee of, or successor in title to, any such person, and to any other person who is obligated to the Chargor under the terms of a Charged Contract,
- 14 each reference to any "Contract Proceeds" shall include each and any category or part of the Contract Proceeds independently of every other category or part,
- 15 unless the Deed of Assignment expressly states otherwise or the context requires otherwise, (a) each reference in the Deed of Assignment to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of the Deed of Assignment) and (b) each reference in the Deed of Assignment to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of the Deed of Assignment and whether amended or re-enacted since the date of the Deed of Assignment),

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

16 each reference to the Deed of Assignment (or to any other agreement or deed) means, at any time, the Deed of Assignment (or as applicable such other agreement or deed) as amended, novated, re-stated, substituted or supplemented at that time, provided that the relevant amendment, novation, re-statement, substitution or supplement does not breach any term of the Deed of Assignment or of any Finance Document,

17 each reference to the singular includes the plural and vice versa, as the context permits or requires,

18 the index and each heading in the Deed of Assignment is for convenience only and does not affect the meaning of the words which follow it,

19 each reference to a clause or Schedule is (unless expressly provided to the contrary) to be construed as a reference to the relevant clause of or Schedule to the Deed of Assignment,

20 wherever the Deed of Assignment states that the Chargor must not take a particular step without the consent of the Lender, the Lender has discretion whether to give its consent and can impose conditions on any such consent it gives, and

21 an Event of Default is "continuing" if it has not been waived



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006 as applied to the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009

LLP NO. OC314205 CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT AND CHARGE OF CONTRACTS DATED 5 FEBRUARY 2010 AND CREATED BY STEPHEN HOWARD HOMES BALDOCK ROAD LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGOR TO THE LENDER ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 AS APPLIED TO THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 ON THE 18 FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 FEBRUARY 2010





