

M

CHFP021

COMPANIES FORM No. 410(Scot)

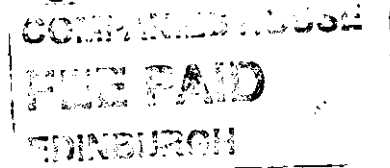
Particulars of a charge created by a company registered in Scotland

410

**A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge**

*Please do not
write in
this margin*

Pursuant to section 410 of the Companies Act 1985

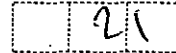


*Please complete
legibly, preferably
in black type, or
bold block lettering*

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

For official use

Company number



SC178615

Name of company

*GEORGE WIMPEY EAST SCOTLAND LIMITED (the "Chargor")

** insert full name
of company*

Date of creation of the charge (note 1)

14 July 2009

Description of the instrument (if any) creating or evidencing the charge (note 1)

STANDARD SECURITY (the "Standard Security")

Amount secured by the charge

See Paper Apart 1

Names and addresses of the persons entitled to the charge

Wilmington Trust (London) Limited (registered number 05650152) with its registered office at Fifth Floor, 6
Broad Street Place, London EC2M 7JH as agent and trustee for the Secured Creditors, which shall include
all successors and assignees and all successor agents appointed from time to time (the "Security Agent")

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

Brodies LLP
15 Atholl Crescent
Edinburgh
EH3 8HA

JYL.HSB3.47

For official use (06/2005)

Charges Section

Post room

THURSDAY



SHRQHBSA

SCT

23/07/2009

1173

COMPANIES HOUSE

Short particulars of all the property charged.

See Paper Apart 2

Please do not
write in
this margin

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

N/A

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

Signed Blue Star for Brodies LLP Date 22/7/9
On behalf of ~~[company]~~ [chargee] †

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

† delete as
appropriate

Notes

1. A description of the instrument e.g. 'Standard Security' 'Floating Charge' etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording / registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and / or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to Companies House.

6. The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH12EB
DX 235 Edinburgh 1 or LP - 4 Edinburgh 2

Paper Apart to Form 410 – Standard Security

Company Name: George Wimpey East Scotland Limited

Company Number: SC178615

PAPER APART 1

Amount secured by the charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of each Guarantor, Borrower or Security Provider to any Secured Party in respect of (and only to the extent of) New Debt under the Secured Documents (the "**Secured Liabilities**").

PAPER APART 2

Short particulars of all the property charged

ALL and WHOLE those plots or areas of ground known as Areas R4 and R5, Masterton, Dunfermline shown outlined in red on the plan annexed to the Standard Security and signed as relative thereto which subjects form part and portion of the subjects registered in the Land Register of Scotland under Title Number FFE77433 together with (1) the parts, privileges and pertinents thereof, (2) the whole right, title and interest of the Chargor in and to the subjects secured by the Standard Security and (3) the heritable fixture and fittings therein and thereon.

Definitions

Definitions

In this Paper Apart and Form 410, terms defined in the Priority Deed shall have the same meaning when used in this Paper Apart and Form 410 unless separately defined below.

Ancillary Bonding Facility

means:

- (a) any Existing Ancillary Bonding Facility; or
- (b) any Replacement Ancillary Bonding Facility

Ancillary Bonding Provider

means:

- (a) an Existing Ancillary Bonding Provider; or
- (b) any person which becomes an Ancillary Bonding Provider in accordance with clause 11 (Changes to the Parties) of the Priority Deed;

Ancillary Facility

means an Ancillary Bonding Facility or an Overdraft Facility;

Bonding Facility	means a facility or agreement for the issue of Relevant Performance Bonds;
Borrower	means a member of the Group which is a borrower in respect of New Money Debt and/or New Surety Debt;
Business Day	means a day (other than a Saturday or a Sunday) on which banks are open for general business in London;
Calculation Date	means 5.00 p.m. on 31 August 2008;
Capitalised PIK Amount	has the meaning given to it in clause 10.7(b) (Payment of interest) of the Override Agreement;
Company	means Taylor Wimpey plc (registered number 00296805);
Excess Bonding Debt	means any utilisation (or part of any utilisation) under a Surety Facility or an Ancillary Bonding Facility which exceeds the limits set out in clause 4 (New Debt Limits) of the Priority Deed provided that there shall only be Excess Bonding Debt under an Ancillary Bonding Facility to the extent that any of the sub-limits applicable to Ancillary Bonding Facilities in clause 4(e) (New Debt Limits) of the Priority Deed or the limit in clause 4(b) or clause 4(c) of the Priority Deed is breached. For the purpose of calculating whether there is any Excess Bonding Debt and for the purpose of calculating the limits in that clause 4 of the Priority Deed, any utilisation incurred in a currency other than Sterling will be converted from that currency into Sterling at the relevant prevailing rate of exchange on the Business Day on which the utilisation was made;
Existing Ancillary Bonding Facility	means a Bonding Facility which is listed in schedule 2 (Facilities) of the Priority Deed as an Existing Ancillary Bonding Facility;
Existing Ancillary Bonding Provider	means the financial institutions listed in schedule 1 (Original Parties) of the Priority Deed as Ancillary Bonding Providers;
Existing Overdraft Facility	means an overdraft/money market facility which is listed in schedule 2 (Facilities) of the Priority Deed as an Existing Overdraft Facility;
Existing Overdraft Provider	means the financial institutions listed in schedule 1 (Original Parties) of the Priority Deed as Overdraft Providers;
Existing Surety Provider	means the institutions listed in schedule 1 (Original Parties) of the Priority Deed as Surety Providers;
Exposure	means for a Secured Creditor at any time:

(a) in relation to any loan facility, overdraft or credit line made available to any Obligor, the actual aggregate principal amount outstanding under that agreement owing to that Secured Creditor, net (in the case of overdraft facilities) of credit balances to the extent of any valid and enforceable netting arrangement in effect at the time; and

(b) in relation to any guarantee, bond, letter of credit or similar financial accommodation issued by that Secured Creditor for the account of any Obligor, the maximum aggregate actual and/or contingent liability of that Secured Creditor under that instrument at that time;

and including in each case accrued interest, fees, commissions, banking, legal and other charges and expenses that is due and payable or other premiums;

Group	means the Company and its subsidiaries;
Guarantor	means a member of the Group which is a guarantor in respect of New Money Debt and/or New Surety Debt;
Intercreditor Agreement	means the agreement dated on or about the date of the Priority Deed between, among others, the New Money Creditors as at such date, the Company and the Restructuring Agent;
Liability	<p>means any present or future liability (actual or contingent) whether or not matured or liquidated, together with:</p> <p>(a) any refinancing, novation, deferral or extension of that liability;</p> <p>(b) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs;</p> <p>(c) any claim for damages or restitution in the event of rescission of that liability or otherwise;</p> <p>(d) any claim flowing from any recovery by a payment or discharge in respect of that liability on the grounds of preference or otherwise; and</p> <p>(e) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings;</p>

New Debt	means all Exposure of any Obligor to a Secured Creditor in respect of the New Money Debt or the New Surety Debt to the extent that the applicable limits in relation to the New Debt set out in clause 4 (New Debt Limits) of the Priority Deed are not breached;
New Money Creditor	means a UK New Money Creditor or a U.S. New Money Creditor;
New Money Debt	means UK New Money Debt or U.S. New Money Debt other than any Excess Bonding Debt under an Ancillary Bonding Facility;
New Surety Debt	<p>means any Exposure incurred by any Surety Provider under a Relevant Performance Bond issued or renewed under a Surety Facility after 1 March 2009, provided that such Liability shall only constitute New Surety Debt if:</p> <p>(a) the Relevant Performance Bond was provided on behalf of the Company over a UK Subsidiary or, to the extent it is U.S. Replacement Surety Debt permitted under clause 4 (New Debt Limits) of the Priority Deed, a U.S. Subsidiary; and</p> <p>(b) it is not Excess Bonding Debt;</p>
New Surety Provider	means any Surety Provider which has made available any New Surety Debt;
Non-U.S. Obligor	means an Obligor which is not a U.S. Debtor
Obligor	<p>means:</p> <p>(a) an Original Obligor; or</p> <p>(b) a member of the Group which accedes to the Priority Deed as an Obligor (which shall include a member of the Group who provides Security for New Debt).</p>
Original Obligor	means the companies listed in schedule 1 (Original Parties) of the Priority Deed together with the Company;
Overdraft Facility	<p>means:</p> <p>(a) any Existing Overdraft Facility; or</p> <p>(b) any Replacement Overdraft Facility;</p>
Overdraft Provider	<p>means:</p> <p>(a) an Existing Overdraft Provider; or</p>

- (b) any person which becomes an Overdraft Provider in accordance with clause 11 (Changes to the Parties) of the Priority Deed;

Override Agreement

means the override agreement dated 7 April 2009 between the Company, the Original Borrowers, the Original Guarantors, the Original Creditors, the Existing Bank Agent and the Restructuring Agent (each term as defined therein);

Principal Exposure

means for a Secured Creditor at any time:

- (a) in relation to any loan facility, overdraft, money market or credit line made available to any Obligor, the aggregate of the actual aggregate principal amount outstanding under that agreement owing to that Secured Creditor excluding any Capitalised PIK Amounts; and
- (b) in relation to any guarantee, bond, letter of credit or similar financial accommodation issued by that Secured Creditor for the account of any Obligor, the maximum aggregate contingent liability of that Secured Creditor under that instrument,

at that time;

Priority Deed

means the priority deed between, amongst others, the New Money Creditors and the Security Agent regarding the ranking of the New Debt dated 30 April 2009;

Relevant Performance Bond

means a performance bond, guarantee, bid bond, retention bond, advance payment bond, guarantee of land or building rental payments, guarantee of trade payment obligations or other similar instrument entered into in the ordinary course of business by a member of the Group (or by a bank, the National House Building Council or financial institution with a counter-indemnity from a member or members of the Group) in relation to the obligations of any member of the Group but, for the avoidance of doubt, does not include any guarantee (directly or indirectly) of financial indebtedness;

Replacement Ancillary Bonding Facility

means a bonding facility which, subject to the terms of the Intercreditor Agreement and within the applicable limits set out in clause 4 (New Money Debt) of the Priority Deed and clauses 4.8, 18.8 and 19.8 of the Override Agreement:

- (a) replaces in whole or in part an Existing Ancillary Bonding Facility or another Replacement Ancillary Bonding Facility and specifies the extent to which it replaces New Money Debt (rather than amounts drawn or utilised under that Ancillary Bonding Facility as

at the Calculation Date); and

(b) is provided by an institution which is an Ancillary Bonding Provider and which is party to:

(i) the Intercreditor Agreement as a Senior Creditor (as such term is defined therein); and

(ii) the Override Agreement as an Ancillary Provider (as such term is defined therein),

the terms of which have been provided to the Security Agent and the Restructuring Agent and have been entered into in accordance with the Override Agreement;

Replacement Overdraft Facility means an overdraft facility which, subject to the terms of the Intercreditor Agreement and within the applicable limits set out in clause 4 (New Money Debt) of the Priority Deed and clauses 4.8, 18.8 and 19.8 of the Override Agreement:

(a) replaces in whole or in part an Existing Overdraft Facility or another Replacement Overdraft Facility and specifies the extent to which it replaces UK New Money Debt (rather than amounts drawn or utilised under that Overdraft Facility as at the Calculation Date); and

(b) is provided by an institution which is an Overdraft Provider and which is party to:

(i) the Intercreditor Agreement as a Senior Creditor (as such term is defined therein); and

(ii) the Override Agreement as an Ancillary Provider (as such term is defined therein),

the terms of which have been provided to the Security Agent and the Restructuring Agent and have been entered into in accordance with the Override Agreement;

Restructuring Agent means Wilmington Trust (London) Limited in its capacity as agent for the New Money Creditors;

Revolving Facility means the facility made available under the Revolving Facility Agreement;

Revolving Facility Agreement means the £1,650,000,000 facility agreement dated 25 April 2007 between, among others, the Company and the Revolving Facility

	Lenders as amended, including on or about the date of the Priority Deed;
Revolving Facility Lender	means the financial institutions listed in schedule 1 (Original Parties) of the Priority Deed as revolving facility lenders;
Secured Creditor	means a New Money Creditor or a New Surety Provider;
Secured Documents	means the documents providing for, evidencing and securing (and only to the extent of) the New Debt;
Secured Party	means each Secured Creditor and the Security Agent;
Security	means any Security Interest created by a Security Document;
Security Document	has the meaning given to it in the Override Agreement;
Security Interest	means any mortgage, pledge, standard security, lien, charge (fixed or floating), assignment, assignation, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or security interest or any other agreement or arrangement having the effect of conferring security;
Security Provider	means each member of the Group which is party to a Security Document.
Sterling and £	means the lawful currency for the time being of the UK.;
Subsidiary	means: <ul style="list-style-type: none"> (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006; and (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006;
Surety Facility	means a surety facility or agreement for the issue of Relevant Performance Bonds which is listed in schedule 2 (Facilities) of the Priority Deed as a Surety Facility or which becomes a Surety Facility in accordance with clause 11.5 (Surety Facilities) of the Priority Deed provided that, in each case, the provider of which is party to the Priority Deed as a Surety Provider;
Surety Provider	means: <ul style="list-style-type: none"> (a) an Existing Surety Provider; or

- (b) any person which accedes to the Priority Deed as a Surety Provider in accordance with clause 11 (Changes to the Parties) of the Priority Deed;

UK

means the United Kingdom;

UK New Money Creditor

means a Revolving Facility Lender, Ancillary Bonding Provider or Overdraft Provider only in respect of UK New Money Debt which has advanced or otherwise made available any UK New Money Debt and has acceded to the Priority Deed only in respect of UK New Money Debt;

UK New Money Debt

means:

- (a) any amount drawn in excess of £1,200,218,939.96 being the amount which was drawn as at the Calculation Date, which is outstanding under the Revolving Facility but excluding any (i) Capitalised PIK Amounts and (ii) any other Principal Exposure under the Revolving Facility in excess of £1,415,000,000;
- (b) any amount drawn or otherwise utilised by a Non-U.S. Obligor under an Ancillary Facility made available by an Ancillary Bonding Provider or Overdraft Provider which is in excess of the amount which was drawn or otherwise utilised under that Ancillary Facility as at the Calculation Date; and
- (c) any amount drawn or otherwise utilised by a Non-U.S. Obligor under any Replacement Ancillary Bonding Facility or Replacement Overdraft Facility made available by an Ancillary Bonding Provider or Overdraft Provider to a Non-U.S. Obligor in replacement of an ancillary facility referred to in paragraph (b) above subject to clause 4 (New Debt Limits) of the Priority Deed which is in excess of the amount which was drawn or otherwise utilised under that ancillary facility referred to in paragraph (b) above as at the Calculation Date, with such Replacement Ancillary Bonding Facility or Replacement Overdraft Facility also being an Ancillary Facility;

UK Subsidiary

means a Subsidiary of the Company incorporated in the United Kingdom or which operates part of the Group's business in the United Kingdom;

U.S. Debtor

means a member of the Group that is incorporated or organised under the laws of the United States of America or any State of the United States of America (including the District of Columbia) or operates its business in the United States of America and which is an

	obligor under a U.S. New Money Facility Agreement'
U.S. New Money Creditor	means an Ancillary Bonding Provider which has advanced or otherwise made available any U.S. New Money Debt and has acceded to the Priority Deed but only in respect of U.S. New Money Debt;
U.S. New Money Debt	means: <ul style="list-style-type: none"> (a) any amount drawn or otherwise utilised by a U.S. Debtor under an Ancillary Bonding Facility made available by an Ancillary Bonding Provider which is in excess of the amount which was drawn or otherwise utilised under that Ancillary Bonding Facility as at the Calculation Date; and (b) any facilities made available by an Ancillary Bonding Provider to a U.S. Debtor under any Replacement Ancillary Bonding Facility in replacement of an ancillary facility referred to in the paragraph above subject to clause 4 (New Debt Limits) of the Priority Deed which is in excess of the amount which was drawn or otherwise utilised under that ancillary facility referred to in the paragraph above as at the Calculation Date, with such Replacement Ancillary Bonding Facility also being an Ancillary Bonding Facility;
U.S. New Money Facility Agreement	means each facility agreement in respect of (and only to the extent of) U.S. New Money Debt;
U.S. Replacement Surety Debt	means any New Surety Debt made available by a New Surety Provider in order to renew Relevant Performance Bonds for the purpose of the U.S. business of the Group; and
U.S. Subsidiary	means a Subsidiary of the Company incorporated or organised under the laws of the United States of America including the District of Columbia or that operates part of the Group's business in the United States of America.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 178615

CHARGE NO. 21

**I HEREBY CERTIFY THAT A CHARGE CREATED BY GEORGE
WIMPEY EAST SCOTLAND LIMITED**

ON 14 JULY 2009

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF WILMINGTON TRUST (LONDON) LIMITED

**WAS DELIVERED PURSUANT TO SECTION 410 OF THE
COMPANIES ACT 1985 ON 23 JULY 2009**

GIVEN AT COMPANIES HOUSE, EDINBURGH 27 JULY 2009



Companies House
— for the record —



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