

MG01

Particulars of a mortgage or charge

22503/312



IRIS
LASERFORM

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

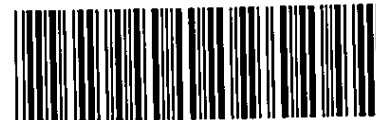
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to re-
register particulars of a charge for a S
company. To do this, please use
form MG01s

FRIDAY



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14/12/2012

#106

COMPANIES HOUSE

1

Company details

Company number

1 0 9 9 6 9 7

Company name in full

Crest Nicholson (Londinium) Limited

5

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

0 7 1 2 2 0 1 2

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

A security agreement dated 7 December 2012 between, among others, Crest
Nicholson (Londinium) Limited (the **Chargor**) and Barclays Bank PLC as
agent and trustee for the Secured Parties (as defined below) (the **Deed**)

4

Amount secured

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

Amount secured

All the Liabilities (as defined below) and all
other present and future liabilities and
obligations at any time due, owing or incurred
by any member of the Group (as defined below)
and by each Debtor (as defined below) to any
Secured Party (as defined below) under the
Primary Debt Documents (as defined below), both
actual and contingent and whether incurred
solely or jointly and as principal or surety
or in any other capacity, except for any
obligation or liability which, if it were so
included, would result in the Deed
contravening any law (including section 678 or
section 679 of the Companies Act 2006) (the
Secured Liabilities)

Continuation page

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

(Please see continuation sheets for definitions)

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name Barclays Bank PLC (the **Security Agent**)

Address 5 The North Colannade, 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 sheets below

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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

- 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

Signature

X On behalf of the Chargee

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 SCR/EHP/0012018-0002607

Company name Allen & Overy LLP

Address One Bishops Square

Post town

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 02030880000



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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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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1. CREATION OF SECURITY

1.1 General

(a) All the Security created under the Deed

- (i) is created in favour of the Security Agent,
- (ii) is security for the payment, discharge and performance of all the Secured Liabilities, and
- (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) The Security Agent holds the benefit of the Deed on trust for the Secured Parties

(c) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (Security Assets) of the Deed or in the schedule to any Deed of Accession (if any) by which the Chargor became party to the Deed does not affect the validity or enforceability of the Security

1.2 Fixed Charge

(a) The Chargor charges by way of a first legal mortgage

- (i) all Charged Securities referred to in the schedule (Security Assets) to this form MG01 next to its name, and
- (ii) all other Charged Securities not charged by Clause 1 2(a)(i) above,

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

(b) A reference in the Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes

- (i) any dividend, interest or other distribution paid or payable, and
- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment

1.3 Floating charge

(a) The Chargor charges by way of a first floating charge (but subject to the Intercreditor Agreement) all of its undertaking and all its property, assets and rights, both present and future (including those expressed to be charged by Clause 1 2 (Fixed Charge)) whatsoever and

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wheresoever not otherwise effectively mortgaged, charged or assigned under the Deed both present and future

(b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if

- (i) an Event of Default is continuing, or
- (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or
- (iii) the Security Agent considers it desirable to do so in order to protect or preserve the Security over those charged assets and/or the priority of that Security

(c) The floating charge created under the Deed may not be converted into a fixed charge solely by reason of

- (i) the obtaining of a moratorium, or
- (ii) anything done with a view to obtaining a moratorium,

under section 1A to the Insolvency Act 1986

(d) The floating charge created under the Deed will (in addition to the circumstances in which the same will occur under general law) automatically and immediately convert into a fixed charge over all of the Chargor's assets if

- (i) the Chargor takes any step to create any Security in breach of Clause 2 (Restrictions on Dealings) over any of the Security Assets not subject to a fixed charge, or
- (ii) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Security Assets

(e) The floating charge created under the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986 Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Deed and the Security Agent may appoint an administrator of the Chargor pursuant to that paragraph

(f) The giving by the Security Agent of a notice under paragraph (b) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Party under the Deed or any other Primary Debt Document

2. RESTRICTIONS ON DEALINGS

No Chargor may

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- (a) create or allow to exist any Security on any of its assets other than Permitted Security, or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its charged assets (except for a Permitted Disposal),

unless permitted under the Primary Debt Documents

3. VOTING RIGHTS

- (a) Before the Security becomes enforceable, the Chargor may continue to exercise the voting rights, powers and other rights in respect of the Charged Securities
- (b) If the relevant Charged Securities have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) must exercise the voting rights, powers and other rights in respect of the Charged Securities in any manner which the Chargor may direct in writing, provided that the Chargor

- (i) does so for a purpose not inconsistent with any Primary Debt Document, and
- (ii) the exercise or failure to exercise those rights would not have an adverse effect on the value of the relevant Charged Securities and would not otherwise prejudice the interests of any Primary Creditor under any Debt Document

The Security Agent (or that nominee) will execute any form of proxy or other document which the Chargor may reasonably require for this purpose

- (c) Before the Security becomes enforceable, all dividends or other income or distributions paid or payable in relation to any Charged Securities must be paid to the Chargor To achieve this

- (i) the Security Agent or its nominee will promptly execute any dividend mandate necessary to ensure that payment is made direct to the Chargor, or
- (ii) if payment is made directly to the Security Agent (or its nominee) before the Security becomes enforceable, the Security Agent (or that nominee) will promptly pay that amount to the Chargor

- (d) Before the Security becomes enforceable, the Security Agent shall use its reasonable endeavours to promptly forward to the Chargor all material notices, correspondence and/or other communication it receives in relation to the Charged Securities

- (e) After the Security has become enforceable, the Security Agent or its nominee may exercise or refrain from exercising

- (i) any voting rights, and
- (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Charged Security, any person who is the holder of any Charged Security or otherwise,

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in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor

- (f) To the extent that the Charged Securities remain registered in the names of the Chargor, the Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Charged Securities at any time after the Security has become enforceable
- (g) The Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of its Charged Securities on the direction of the Chargor

DEFINITIONS

In this Form MG01

Accession Deed means a document substantially in the form set out in Schedule 7 (Form of Accession Deed) of the RCF Agreement

Additional Borrower has the meaning given to that term in the RCF Agreement

Additional Guarantor has the meaning given to that term in the RCF Agreement

Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility

Ancillary Facility has the meaning given to it in the RCF Agreement

Arranger has the meaning given to it in the RCF Agreement

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (Changes to the Obligors) of the RCF Agreement

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London

Charged Property means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security

Charged Securities means

- (a) the securities specified in the schedule (Security Assets) to this form MG01 next to the Chargor's name, and
- (b) all other stock, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the

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Deed) now or in future owned (legally or beneficially) by any of the Chargors, held by any nominee or in which the Chargor has an interest at any time

Company means Castle Bidco Limited, a company registered in England and Wales with company number 5988526

Company Intra-Group Loan has the meaning given to it in the RCF Agreement

Compliance Certificate means a certificate substantially in the form set out in Schedule 9 (Form of Compliance Certificate) of the RCF Agreement

Creditor means the Primary Creditors, the Intra-Group Lenders and the Parent

Debt Document means each of the Intercreditor Agreement, the RCF Finance Documents, the Shareholder Finance Documents, the Security Agreements (including the Deed), the Payment Services Finance Documents, any agreement evidencing the terms of the Parent Liabilities or the Intra-Group Liabilities and any other document designated as such by the Security Agent and the Parent

Debtors means each Original Debtor and any person which becomes a Party as a Debtor in accordance with clause 17 (Changes to the Parties) of the Intercreditor Agreement

Deed of Accession means a deed substantially in the form of Schedule 3 (Form of Deed of Accession) of the Deed

Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Agent

Event of Default means

- (a) in respect of the RCF Agreement or the Shareholder Facility Agreement, any event or circumstance specified as such, and
- (b) in respect of the Payment Services Ancillary Facilities, a Payment Services Event of Default

Fee Letter means

- (a) any letter or letters dated on or about the date of the RCF Agreement between the Arranger and the Parent (or the RCF Facility Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in Clause 14 (Fees) of the RCF Agreement, and
- (b) any agreement setting out fees payable to a Finance Party referred to in any other provision of the RCF Agreement or under any other RCF Finance Document

Finance Party has the meaning given to it in the RCF Agreement

Group means the Parent, the Company and each of their respective Subsidiaries except ELBC Limited and Management Companies for the time being other than any Management Company which is an Obligor (each a **Group Company** and each a **member of the Group**)

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Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 (Changes to the Obligors) of the RCF Agreement

Intercreditor Agreement means the intercreditor agreement dated on or around the date of the Deed and made between (amongst others) the Parent, the Security Agent, the RCF Facility Agent, the Shareholder Facility Agent and each Payment Services Ancillary Provider

Intra-Group Lenders means each member of the Group (other than the Parent) which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which is named on the signing pages as an Intra-Group Lender or which becomes a Party as an Intra-Group Lender in accordance with the terms of Clause 17 (Changes to the Parties) of the Intercreditor Agreement

Intra-Group Liabilities means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders (other than the Parent Liabilities) including those under the Company Intra-Group Loan

Liabilities means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,
- (c) any claim for damages or restitution, and
- (d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings

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

Obligor means a Borrower or a Guarantor

Original Borrower has the meaning given to that term in the RCF Agreement

Original Debtors means the companies listed in Schedule 1 (Original Parties) as Debtors in

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the Intercreditor Agreement

Original Guarantor has the meaning given to that term in the RCF Agreement

Original Payment Services Ancillary Provider means Bank of Scotland plc

Parent means Crest Nicholson Holdings Limited, a company registered in England and Wales with registered number 06800600 whose registered office is at Crest House, Pycroft Road, Chertsey, Surrey KT16 9GN

Parent Liabilities means all Liabilities owed by the Company to the Parent including those under the Parent Loan Note

Parent Loan Note has the meaning given to it in the RCF Agreement

Party means a party to the Intercreditor Agreement

Payment means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations)

Payment Services Ancillary Facilities means BACS, CHAPS and similar payment systems facilities provided by a Payment Services Ancillary Provider on standard market terms

Payment Services Ancillary Provider means the Original Payment Services Ancillary Provider or any other persons who have provided Payment Services Ancillary Facilities to a Debtor

Payment Services Event of Default means

- (a) failure to pay any Payment Services Liabilities under a Payment Services Ancillary Facility, or if such failure to pay is caused by an administrative or technical error, failure to pay within 3 Business Days of the date on which such payment is due, or
- (b) where the relevant Payment Services Ancillary Facility has been cancelled in full by the relevant Payment Services Ancillary Provider, failure to pay all outstanding Payment Services Liabilities under such Payment Services Ancillary Facility within 5 Business Days of notice of such cancellation being given by the Payment Services Ancillary Provider to the Company,

and in each case, non-payment by a Debtor will not constitute a failure to pay if the relevant Payment Services Ancillary Provider has not exercised the set-off rights available to it under the terms of the Payment Services Ancillary Facility in order to recover the payments described at (a) or (b) above on the relevant payment dates

Payment Services Finance Documents means each document setting out the terms of the Payment Services Ancillary Facilities including

- (a) in the case of the Original Payment Services Ancillary Provider without limitation
 - (i) the banking facilities letter dated on or about the date of the Deed between

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certain of the Debtors and the Original Payment Services Ancillary Provider,

(ii) the guarantee dated on or about the dated of the Deed granted by the Original Debtors in favour of the Original Payment Services Ancillary Provider, and

(iii) each Security Agreement (including the Deed),

(iv) the Intercreditor Agreement, and

in the case of each Payment Services Ancillary Provider (other than the Original Payment Services Ancillary Provider), each document provided to the Security Agent under Clause 16 5 (Accession of Payment Services Ancillary Providers) of the Intercreditor Agreement

Payment Services Liabilities means the Liabilities owed by the Debtors to the Payment Services Ancillary Providers under the Payment Services Finance Documents

Permitted Disposals has the meaning given to that term in any Primary Debt Document

Permitted Security means “Permitted Security” as defined in any Primary Debt Document

Primary Creditors means the RCF Creditors, the Shareholder Creditors and each Payment Services Ancillary Provider

Primary Debt Document means the Security Agreements (including the Deed), the Intercreditor Agreement, the RCF Finance Documents, the Shareholder Finance Documents, the Payment Services Finance Documents and any other document designated as such by the Security Agent and the Parent

RCF Agreement means the £60,000,000 senior facilities agreement dated on or around the date of the Deed between, amongst others, the Parent, the Company, the RCF Facility Agent and the Security Agent

RCF Creditors has the meaning given to it in the Intercreditor Agreement

RCF Facility Agent means the agent for the lenders under the RCF Agreement

RCF Finance Document means the RCF Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Intercreditor Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request and any other document designated as a **Finance Document** by the RCF Facility Agent and the Parent

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

Related Rights means

(a) any distribution, dividend or interest paid or payable in relation to any of the Charged Securities,

(b) any stock, shares, securities, rights, monies or property accruing or offered at any time (whether by way of rights issue, repurchase, redemption, substitution, exchange, bonus

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or preference, under option rights or otherwise) to or in respect of any of its Charged Securities or in substitution or exchange for, or otherwise derived from, any of the Charged Securities, and

- (c) any dividend, interest or other income in respect of any asset referred to in paragraph (b) above

Resignation Letter means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) of the RCF Agreement

Secured Parties means the Security Agent, any Receiver or Delegate and each of the Primary Creditors from time to time but, in the case of each Primary Creditor, only if it is a Party or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 17.9 (Creditor Accession Undertaking) of the Intercreditor Agreement

Security means any Security Interest described in a Security Agreement

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

Security Agreements has the same meaning as Transaction Security Documents

Security Assets means all assets of the Chargor the subject of any Security created by the Deed

Shareholder Creditors has the meaning given to it in the Intercreditor Agreement

Shareholder Facility Agent means the "Facility Agent" under and as defined in the Shareholder Facility Agreement

Shareholder Facility Agreement means £75,000,000 term loan credit agreement originally dated 7 March 2007 between, amongst others, the Company and Bank of Scotland plc as agent, as amended and restated from time to time

Shareholder Finance Documents means has the meaning given to "Finance Documents" in the Shareholder Facility Agreement

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006 but excluding Management Companies other than Management Companies which are Obligors

Transaction Security Documents means the Deed together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the RCF Finance Documents and designated as such by the RCF Facility Agent and the Parent

Transaction Security has the meaning given to it in the RCF Agreement

Utilisation Request means a notice substantially in the relevant form set out in Schedule 3 (Utilisation Request) of the RCF Agreement

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SCHEDULE SECURITY ASSETS

List of shares in Crest Nicholson group companies

Charging company	Company in which shares are held	Class of shares	Number of shares
Crest Nicholson Holdings Ltd	Castle Bidco Ltd	Ordinary A shares of £0 10 each	580,000,000
Castle Bidco Ltd	Crest Nicholson PLC	Ordinary shares of £0 10 each	115,294,459
CN Nominees Ltd	Crest Developments Ltd	Ordinary shares of £1 each	1
CN Nominees Ltd	Clevedon Investment Ltd	Ordinary shares of £0 10 each	20
CN Nominees Ltd	Crest Construction Ltd	Ordinary shares of £1 each	1
CN Nominees Ltd	Crest Developments Ltd	Ordinary shares of £1 each	1
CN Nominees Ltd	Crest Estates Ltd	Ordinary shares of £1 each	1
CN Nominees Ltd	Crest Homes (Westerham) Ltd	Ordinary shares of £1 each	1
CN Nominees Ltd	Crest Nicholson (Londinium) Ltd	Ordinary shares of £1 each	1
CN Nominees Ltd	Crest Nicholson Overseas Ltd	Ordinary shares of £1 each	1
CN Nominees Ltd	Crest Nicholson Properties Ltd	Ordinary shares of £1 each	5
CN Nominees Ltd	Crest Nicholson Quest Trustee Ltd	Ordinary shares of £1 each	1
CN Nominees Ltd	Crest Nicholson Residential (Midlands) Ltd	Ordinary shares of £1 each	1
CN Nominees Ltd	Crest Nominees Ltd	Ordinary shares of £1 each	1
CN Nominees Ltd	Dialled Despatches Ltd	Ordinary shares of £1 each	1
CN Nominees Ltd	Grassphalte-Gaze Ltd	Ordinary "A" shares of £0 05 each	1

Charging company	Company in which shares are held	Class of shares	Number of shares
CN Nominees Ltd	Nicholson Homes Ltd	Ordinary shares of £1 each	1
CN Nominees Ltd	Timberform Building Systems Ltd	Ordinary shares of £1 each	1
CN Nominees Ltd	Toptool Products Ltd	Ordinary shares of £1 each	1
CN Nominees Ltd	Yawbrook Ltd	Ordinary shares of £1 each	1
Crest Nicholson (Bath) Holdings Ltd	Crest Nicholson (Bath Western) Ltd	Ordinary shares of £1 each	4,000,000
Crest Nicholson (Bath) Holdings Ltd	Crest Nicholson Residential (London) Ltd	Ordinary shares of £1 each	43,002
Crest Nicholson (South) Ltd	Eastern Perspective Management Company Ltd	Ordinary shares of £1 each	1
Crest Nicholson (South) Ltd	Block F1 Whitelands Park Ltd	Ordinary shares of £1 each	1
Crest Nicholson (South) Ltd	Block F2 Whitelands Park Ltd	Ordinary shares of £1 each	1
Crest Nicholson (South) Ltd	Block F3 Whitelands Park Ltd	Ordinary shares of £1 each	1
Crest Nicholson (South) Ltd	Block F4 Whitelands Park Ltd	Ordinary shares of £1 each	1
Crest Nicholson (South) Ltd	Block L1-L3 Whitelands Park Ltd	Ordinary shares of £1 each	1
Crest Nicholson Residential Ltd	Crest Homes (Nominees) Ltd	Ordinary shares of £1 each	4
Crest Nicholson Residential Ltd	Crest Homes (South East) Ltd	Ordinary shares of £1 each	2
Crest Nicholson Residential Ltd	Crest Homes (South) Ltd	Ordinary shares of £1 each	2
Crest Nicholson Residential Ltd	Crest Homes (Wessex) Ltd	Ordinary shares of £1 each	2
Crest Nicholson Residential Ltd	Crest Homes (Westerham) Ltd	Ordinary shares of £1 each	1

Charging company	Company in which shares are held	Class of shares	Number of shares
Crest Nicholson Residential Ltd	Crest Homes Management Ltd	Ordinary shares of £1 each	100
Crest Nicholson Residential Ltd	Crest Manhattan Ltd	1% non-cumulative preference shares of £1 each	104,242
Crest Nicholson Residential Ltd	Crest Manhattan Ltd	Ordinary shares of £1 each	104,242
Crest Nicholson Residential Ltd	Crest Nicholson (Eastern) Ltd	Ordinary shares of £1 each	2
Crest Nicholson Residential Ltd	Crest Nicholson (Midlands) Ltd	Ordinary shares of £1 each	100
Crest Nicholson Residential Ltd	Crest Nicholson (South East) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Residential Ltd	Crest Nicholson (South West) Ltd	Ordinary shares of £1 each	5,000
Crest Nicholson Residential Ltd	Crest Nicholson (South) Ltd	Ordinary shares of £1 each	2
Crest Nicholson PLC	Bristol Parkway North Ltd	"A" Ordinary shares of £1 each	1,000
Crest Nicholson PLC	Camberley (Commercial) Ltd	Ordinary shares of £1 each	1
Crest Nicholson PLC	Cardiff Freeport Ltd	Ordinary shares of £1 each	2
Crest Nicholson PLC	Clevedon Investment Ltd	Deferred shares of £1 each	75,000
Crest Nicholson PLC	Clevedon Investment Ltd	Ordinary shares of £0.10 each	74,980
Crest Nicholson PLC	CN Nominees Ltd	Ordinary shares of £1 each	675,000
Crest Nicholson PLC	CN Properties Ltd	Ordinary shares of £1 each	2
Crest Nicholson PLC	Crest (Claybury) Ltd	Ordinary shares of £1 each	2
Crest Nicholson PLC	Crest (Napsbury) Ltd	Ordinary shares of £1 each	2

Charging company	Company in which shares are held	Class of shares	Number of shares
Crest Nicholson PLC	Crest Construction Ltd	Ordinary shares of £1 each	99
Crest Nicholson PLC	Crest Developments Ltd	Ordinary shares of £1 each	50
Crest Nicholson PLC	Crest Homes (Eastern) Ltd	Non-cumulative preference shares of £1 each	8,300
Crest Nicholson PLC	Crest Homes (Eastern) Ltd	Ordinary shares of £0.05 each	8,300
Crest Nicholson PLC	Crest Homes (Midlands) Ltd	Ordinary shares of £1 each	2
Crest Nicholson PLC	Crest Nicholson Developments (Chertsey) Ltd	Ordinary shares of £1 each	1
Crest Nicholson PLC	Crest Nicholson (Bath) Holdings Ltd	Ordinary shares of £1 each	2,134,100
Crest Nicholson PLC	Crest Nicholson (Epsom) Ltd	Ordinary shares of £1 each	1
Crest Nicholson PLC	Crest Nicholson (South East) Ltd	Ordinary shares of £1 each	1
Crest Nicholson PLC	Crest Nicholson Operations Ltd	Ordinary shares of £1.00 each	360
Crest Nicholson PLC	Crest Nicholson Overseas Ltd	Ordinary shares of £1 each	1
Crest Nicholson PLC	Crest Nicholson Quest Trustee Ltd	Ordinary shares of £1 each	1
Crest Nicholson PLC	Crest Nicholson Properties Scarborough No 2 Ltd	Ordinary shares of £1 each	1
Crest Nicholson PLC	Crest Nicholson Regeneration Ltd	Ordinary shares of £1 each	1
Crest Nicholson PLC	Crest Nicholson Residential (Midlands) Ltd	Ordinary shares of £1 each	99
Crest Nicholson PLC	Crest Nicholson Residential (South) Ltd	Ordinary shares of £1 each	99
Crest Nicholson PLC	Crest Nominees Ltd	Ordinary shares of £1 each	99

Charging company	Company in which shares are held	Class of shares	Number of shares
Crest Nicholson PLC	Crest Nominees Ltd	4% non-cumulative preference shares of £1 each	10,000
Crest Nicholson PLC	Dialled Despatches Ltd	Ordinary shares of £1 each	19,999
Crest Nicholson PLC	Grassphalte-Gaze Ltd	Ordinary "A" shares of £0 05 each	16,938
Crest Nicholson PLC	Grassphalte-Gaze Ltd	5% non-cumulative preference shares of £0 05 each	338,780
Crest Nicholson PLC	Mertonplace Ltd	Ordinary shares of £1 each	5,000,000
Crest Nicholson PLC	Nicholson Estates (Century House) Ltd	Ordinary shares of £1 each	2
Crest Nicholson PLC	Nicholson Estates GN Tower No 2 Ltd	Ordinary shares of £1 each	1
Crest Nicholson PLC	Park West Management Services Ltd	Ordinary shares of £1 each	62
Crest Nicholson PLC	Timberform Building Systems Ltd	Ordinary shares of £1 each	73
Crest Nicholson PLC	Toptool products Ltd	Ordinary shares of £1 each	1
Crest Nicholson PLC	Yawbrook Ltd	Ordinary shares of £1 each	99
Crest Nicholson Operations Ltd	Brenville Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Building 7 Harbourside Management Company Ltd	Ordinary shares of £0 10 each	8
Crest Nicholson Operations Ltd	Camberley (Commercial) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Camberley Res No 1 Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Camberley Res No 2 Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations	Camberley Res No 3 Ltd	Ordinary shares of £1	1

Charging company	Company in which shares are held	Class of shares	Number of shares
Ltd		each	
Crest Nicholson Operations Ltd	Camberley Res No 4 Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Camberley Res No 5 Ltd	Ordinary shares of £1 each	2
Crest Nicholson Operations Ltd	Crest Construction Management Ltd	Ordinary shares of £1 each	2
Crest Nicholson Operations Ltd	Crest Homes (Chiltern) Limited	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Crest Homes (Northern) Ltd	Deferred shares of £1 each	6,261
Crest Nicholson Operations Ltd	Crest Homes (Northern) Ltd	Ordinary shares of £1 each	20,739
Crest Nicholson Operations Ltd	Crest Homes (South West) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Crest Homes Ltd	Ordinary shares of £1 each	2
Crest Nicholson Operations Ltd	Crest Nicholson Regeneration Ltd	Ordinary shares of £1 each	99
Crest Nicholson Operations Ltd	Crest Nicholson (Chiltern) Ltd	Ordinary shares of £1 each	2
Crest Nicholson Operations Ltd	Crest Nicholson (Londinium) Ltd	Ordinary shares of £1 each	49,999
Crest Nicholson Operations Ltd	Crest Nicholson (London) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Crest Nicholson (Wessex) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Crest Nicholson Greenwich Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Crest Nicholson Projects Ltd	Ordinary shares of £0.50 each	30
Crest Nicholson Operations Ltd	Crest Nicholson Properties Ltd	Ordinary shares of £1 each	19,995
Crest Nicholson Operations Ltd	Crest Nicholson Properties Scarborough No 2 Ltd	Ordinary shares of £1 each	1

Charging company	Company in which shares are held	Class of shares	Number of shares
Crest Nicholson Operations Ltd	Crest Nicholson Residential (South East) Ltd	Ordinary shares of £1 each	3
Crest Nicholson Operations Ltd	Crest Nicholson Residential Ltd	Ordinary Shares of £0 10 each	7,678,276
Crest Nicholson Operations Ltd	Crest Nicholson Residential (South) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Crest Partnership Homes Ltd	Ordinary shares of £1 each	2
Crest Nicholson Operations Ltd	Crest Strategic Projects Ltd	Ordinary shares of £1 each	2
Crest Nicholson Operations Ltd	Gloucester Docks Trading Company Ltd (The)	Ordinary shares of £1 each	2
Crest Nicholson Operations Ltd	Nicholson Estates GN Tower No 2 Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Nicholson Homes Ltd	Ordinary shares of £1 each	99
Crest Nicholson Operations Ltd	Park Central Management (Zone 3/1) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Park Central Management (Zone 3/2) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Park Central Management (Zone 3/3) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Park Central Management (Zone 3/4) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Park Central Management (Zone 1A North) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Park Central Management (Zone 1A South) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Park Central Management (Zone 1B) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Park Central Management (Zone 4/41 & 42) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Park Central Management (Zone 5/53) Ltd	Ordinary shares of £1 each	1

Charging company	Company in which shares are held	Class of shares	Number of shares
Crest Nicholson Operations Ltd	Park Central Management (Zone 5/54) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Park Central Management (Zone 5/55) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Park Central Management (Zone 6/61-64) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Park Central Management (Zone 8) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Park Central Management (Zone 7/9) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Park Central Management (Zone 10c) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Park Central Management (Zone 11) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Park Central Management (Zone 12) Ltd	Ordinary shares of £1 each	1
Crest Nicholson Operations Ltd	Crest Estates Ltd	Ordinary shares of £1 each	2
Crest Nicholson (South East) Ltd	Crest Nicholson (Wainscott)	Ordinary shares of £1 each	2
Crest Nicholson (South West) Ltd	Buildings 3a, 3b & 4 Harbourside Management Company Ltd	Ordinary shares of £0 10 each	5
Crest Nicholson (South West) Ltd	Harbourside Leisure Management Company Ltd	Ordinary shares of £0 10 each	10



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

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

COMPANY NO. 1099697
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 7
DECEMBER 2012 AND CREATED BY CREST NICHOLSON
(LONDINIUM) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE BY ANY MEMBER OF THE GROUP AND BY
EACH DEBTOR 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 14 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 DECEMBER
2012



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES