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COMPANIES FORM No 395

126442/13

Particulars of a mortgage or charge

395

CHFP000

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

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

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

For Official use

Company Number



01406599

Name of Company

Crest Nicholson (Chiltern) Limited (the "Chargor")

*insert full name of company

Date of creation of the charge

24 October 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

A fixed security document dated 24 October 2008 (the "Fixed Security Document") created by the Chargor in favour of Bank of Scotland PLC as the security agent (the "Security Agent")

Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Fixed Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Chargor to any Finance Party under or in connection with any of the Finance Documents (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

Name and address of the mortgagees or persons entitled to the charge

Bank of Scotland PLC as the security agent for the benefit of the Finance Parties

New Uberior House, 11 Earl Grey Street, Edinburgh, United Kingdom

Postcode

EH3 9BN

Presentor's name address and reference (if any)

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel 020 7456 2000

Ref Nick Le Masuner/Florence Chan (L-157334)

Time critical reference

For official Use
Mortgage Section

Post room

THURSDAY



LD6

30/10/2008
COMPANIES HOUSE

29

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Signed

Unklats LP

Date

29.10.2008

On behalf of the mortgagee

Note

* Delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, e g "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures including in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 Cheques and Postal Orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is -

Companies House, Crown Way, Cardiff CF4 3UZ

Short particulars of all the property mortgaged or charged

1. FIXED CHARGES

1.1 Legal Mortgage

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent

- (a) by way of first legal mortgage, its Real Property described in Schedule 3 (*Real Property*) to the Fixed Security Document (and detailed below at Note (1)) at the date of the Fixed Security Document belonging to it, and
- (b) by way of first fixed charge, all its present and future
 - (I) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits (solely to the extent to which they relate to any of the Real Property) but excluding any Insurances which relate to the Real Property together with other property,
 - (II) rights under any contract or other document relating to or in any way connected with the appointment of any managing agent in respect of any of the Real Property,
 - (III) rights under any agreement relating to the purchase of any of the Real Property,
 - (IV) rights under any agreement for the sale of any of the Real Property (or any other Charged Asset),
 - (V) benefit in respect of any Authorisations (to the extent held in connection with the use of any of the Real Property) and the right to recover and receive all compensation which may be payable in respect of them,
 - (VI) interest in the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery, equipment, fixtures and fittings at the date of the Fixed Security Document or in future on any of the Real Property and/or by any other person under contract with or under a duty to the Chargor in respect of them,
 - (VII) easements and other rights at any time vested in, or conferred on, each Chargor in connection with or otherwise for the benefit of any of the Real Property, and
 - (VIII) rights under any contract relating to the development or refurbishment of any of the Real Property

1.2 Miscellaneous

A reference in the Fixed Security Document to a Charge of any Real Property includes

- (a) all buildings and Fixtures on that Real Property,
- (b) the proceeds of sale of any part of that Real Property, and

Short particulars of all the property mortgaged or charged

- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property or any moneys paid or payable in respect of those covenants

2. ASSIGNMENT

The Chargor, with full title guarantee, hereby assigns by way of security only absolutely to the Security Agent all its present and future

2.1 Assigned Contracts

Right, title and interest in and to the Assigned Contracts, including all moneys payable to that Chargor, and any claims, awards and judgments in favour of receivable or received by that Chargor, under or in connection with pursuant to the Assigned Contracts

2.2 Real Property

Rights in relation to its Real Property (except those charged by Clause 3.1 (*Legal Mortgage*) of the Fixed Security Document (as set out at paragraph 1.1 above)), including all rights against all past, present and future undertenants of its Real Property and their respective guarantors and sureties

3. RESTRICTIONS**3.1 Security**

The Chargor shall not create or permit to subsist any Security over any Charged Asset except for the Charges (other than any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor) without the consent of the Agent (acting on the instructions of the Majority Lenders (as defined in the Senior Facilities Agreement))

3.2 Disposal

The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset without the consent of the Agent (acting on the instructions of the Majority Lenders (as defined in the Senior Facilities Agreement)) except for certain limited exceptions specified in Clause 5.2 (*Disposal*) of the Fixed Security Document as set out below

- (a) If the transaction is limited to the compulsory disposal of land, land rights or easements (or by way of dedication including the dedication of land for highways, open space or service installations) in accordance with the requirements of a Planning Agreement or the requirements of a Relevant Authority, or
- (b) If the transaction is pursuant to an Existing Agreement

4. DEFINITION

any reference to "**assets**" includes present and future properties, revenues and rights of every description (solely to the extent to which they relate to Real Property),

"**Agent**" is defined in the Senior Facilities Agreement as The Governor and Company of the Bank of Scotland, now known as Bank of Scotland PLC

Short particulars of all the property mortgaged or charged

"Assigned Contracts" means the contracts and documents listed in Schedule 4 (*Assigned Contracts*) of the Fixed Security Document (and detailed below at Note (2))

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

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Fixed Security Document

"Existing Agreement" means any of the contracts or documents listed in Schedule 6 (*Existing Agreements*) of the Fixed Security Document (and detailed below at Note (3))

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents

"Finance Party" is defined in the Senior Facilities Agreement as, amongst others, the Agent and the Security Agent

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Insurances" of the Chargor means all contracts and policies of insurance of any kind at the date of the Fixed Security Document or in the future taken out by or on behalf of it or (to the extent of its interest) in which it, at the date of the Fixed Security Document or in the future, has an interest

"Mezzanine Facilities Agreement" means Mezzanine Facilities Agreement originally dated 7 March 2007 and amended and restated on 10 May 2007, and amended and restated on 4 July 2007 and further amended and restated on 1 August 2007 between, amongst others, the Chargor, Castle Bidco Limited as the Company and The Governor and the Company of the Bank of Scotland as Arranger, Agent and Security Agent

"Mezzanine Finance Documents" means the Finance Documents (as such term is defined in the Mezzanine Facilities Agreement)

"Planning Agreement" is defined in the Senior Facilities Agreement as any agreement or unilateral obligation pursuant to Section 106 of the Town and Country Planning Act 1990 Section 111 of the Local Government Act 1972 or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or any similar or corresponding sections in any similar statutes including any local statutes or any agreement pursuant to Section 38 or Section 278 of the Highway Act 1980 or Section 104 of the Water Industry Act 1991 or any provision to similar intent or any agreement with an appropriate Relevant Authority which is required in relation to any highway works or otherwise in connection with development

"Real Property" means each freehold and leasehold property in England and Wales specified in Schedule 3 of the Fixed Security Document (and detailed below at Note (1))

"Relevant Authorities" is defined in the Senior Facilities Agreement as a local county highway or planning authorities district county or unitary authorities gas water electricity cable television and telecommunication companies and any other authority company utility body corporation or organisation concerned with the grant of planning permission and the control of development or the adoption of roads and drainage systems or open space or the provision of services or the

Short particulars of all the property mortgaged or charged

protection of wildlife heritage ecology and the environment and **"Relevant Authority"** means any one of them as the context may admit

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

"Senior Facilities Agreement" means Senior Facilities Agreement originally dated 7 March 2007 and amended and restated on 10 May 2007, and amended and restated on 4 July 2007 and further amended and restated on 1 August 2007 between, amongst others, the Chargor, Castle Bidco Limited as the Company and The Governor and the Company of the Bank of Scotland as Arranger, Agent and Security Agent

"Senior Finance Documents" means the Finance Documents (as such term is defined in the Senior Facilities Agreement)

Note (1) The Real Property specified in Schedule 3 (*Real Property*) to the Fixed Security Document are as follows

Description/Address of registered property not requiring 3rd party consent

- 1 Land on the north side of College Street, Southampton with title number HP687936
- 2 Land on the north side of Pera Innovation Park, Nottingham Road, Melton Mowbray LE13 0PB with title number LT401439
- 3 Hinckley Greyhound Stadium, Nutts Lane, Hinckley LE10 0NT with title number LT397708
- 4 Land and buildings at Merchants Quay and Phillpotts Warehouse, Gloucester Docks with title number GR244193
- 5 Land and buildings on the south side of Barrack Street, Norwich with title number NK370548

Description/Address of registered property requiring 3rd party consent

- 6 64 High Street and land and buildings on the south east side of Ringers Road BR1 1EN with title number SGL8765
- 7 Acton Bus Depot, 283 High Street, London W3 9BP with title number AGL40739
- 8 Land adjoining Blenheim Way and Merlin Way, Northweald with title number EX768650

Note (2) The Assigned Contracts specified in Schedule 4 (*Assigned Contracts*) of the Fixed Security Document are as follows

- 1 Reliance Letter relating to a report on daylight and sunlight to the property dated 8 October 2004 provided by Anstey Horne & Co addressed to Crest Nicholson (South East) Limited
- 2 Reliance Letter relating to a report on Assessment of Wind Conditions dated 19 June 2007 provided by BRE addressed to Crest Nicholson (South East) Limited
- 3 Reliance Letter relating to report on Energy Efficiency and Renewable Technologies dated 21 June 2007 provided by Hilson Moran addressed to Crest Nicholson (South East) Limited
- 4 Reliance Letter relating to report on Transport Assessment and Noise Assessment dated 27 June 2007 provided by Capita Symonds addressed to Crest Nicholson (South East) Limited

Short particulars of all the property mortgaged or charged

- 5 Reliance Letter relating to preparation of a planning policy statement dated 29 June 2007 provided by Burnett Planning & Development addressed to Crest Nicholson (South East) Limited
- 6 Reliance Letter relating to design work drawings and schedules in connection with obtaining a planning consent for redevelopment dated 29 June 2007 provided by Carey Jones Architects addressed to Crest Nicholson (South East) Limited
- 7 Reliance Letter in relation to a Ground Investigation Report dated 24 August 2007 provided by Structural Soils Limited addressed to Crest Nicholson (South) Limited

Note (3) The Existing Agreements specified in Schedule 6 (*Existing Agreements*) of the Fixed Security Document are as follows

- 1 Agreement for lease dated 29 October 2007 made between (1) Crest Nicholson (South) Limited (2) Lainston Limited (as Tenant) and (3) Mr R T Clarke (as Guarantor) in relation to the ground floor 20-26 College Street, Southampton
- 2 A new agreement for lease to replace the agreement for lease dated 7 August 2007 made between (1) Crest Nicholson (South) Limited and (2) Merlion Housing Association Limited
- 3 Agreement for lease of car parking spaces dated 2 November 2007 made between (1) City Council of Norwich (2) Jarrold (St James) Limited (3) Crest Nicholson (Eastern) Limited (4) Crest Nicholson plc and (5) Jarrold & Sons Limited
- 4 Agreement for sale dated 3 January 2008 made between (1) Crest Nicholson (Eastern) Limited and (2) Jarrold (St James) Limited
- 5 Option Agreement dated 29 October 2007 made between (1) Crest Nicholson (South) Limited and (2) Lainston Limited in respect of the First Floor, 20-26 College Street, Southampton
- 6 New lease of electricity sub-station lease for the Southampton property pursuant to a lease dated 25 March 1964 made between (1) The Provost and Scholars of the Queens' College in the University of Oxford and Warden of the Hospital of Godshouse in the Town of Southampton and (2) The Southern Electricity Board



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 1406599

CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED SECURITY DOCUMENT
DATED 24 OCTOBER 2008 AND CREATED BY CREST
NICHOLSON (CHILTERN) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
BANK OF SCOTLAND PLC AS THE SECURITY AGENT FOR THE
BENEFIT OF THE FINANCE PARTIES ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 30 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 OCTOBER
2008

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES