170720 £13

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge

Oyez

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**
You cannot use this for particulars of a charge company To do this, p form MG01s

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LD7 21/03/2011 64
COMPANIES HOUSE

1 Company details

For official use

Company number: 0 0 8 4 8 8 0 8

Company name in full: Gleeson Developments Limited(the "**Chargor**")

Filling in this form
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Date of creation of charge

Date of creation: d0 d4 m0 m3 y2 y0 y1 y1

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: Legal Mortgage dated 4 March 2011 between the Chargor and the Chargee (as defined below) (the "**Legal Mortgage**")

4 Amount secured

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

Amount secured:
Pursuant to Clause 2 (Covenant to pay - Payment of Secured Liabilities):
2.1 The Chargor shall pay to the Chargee and discharge the Secured Liabilities on demand when they become due and payable in accordance with the provisions of the Supplemental Agreement.
2.2 The Chargor shall be entitled to settle the Secured Liabilities by completion of the sale of the Property to the Chargee pursuant to the terms of the Contract, as amended by the Supplemental Agreement.

Please see continuation pages

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

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In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page

Particulars of a mortgage or charge

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Amount secured

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

Amount secured

2.3 The Chargor shall pay interest on any amounts due under clause 2.1 of the Legal Mortgage, from the date when payment is due in accordance with the provisions of the Supplemental Agreement until full discharge (whether before or after judgement, liquidation, winding up or administration of the Chargor) on a daily basis at the Bank of England Base Rate from time to time. In the case of any Costs such interest shall accrue and be payable as from the date on which the relevant Costs arose without the need for any demand for payment being made.

MG01

Particulars of a mortgage or charge

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: Moat Homes Limited (the "**Chargee**")

Address: Mariner House, Galleon Boulevard, Crossways,
Dartford, Kent

Postcode: D A 2 6 Q E

Name:

Address:

Postcode:

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

1. Pursuant to Clause 3 (Grant of security), as a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges the Property to the Chargee, by way of first legal mortgage

2. Pursuant to Clause 4(Perfection of security),the Chargor consents to an application being made by the Chargee to the Land Registrar for the following restriction to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the proprietor for the time being of the charge dated [ ] in favour of Moat Homes Limited referred to in the charges register or their conveyancer or by the proprietor for the time being of the estate registered under title number K975754 or their conveyancer that the provisions of that charge have been complied with."

3. Pursuant to Clause 1 of Schedule 3, Part 1 (Negative Pledge and Disposal Restrictions), the Chargor shall not at any time, except with the prior written consent of the Chargee or as otherwise permitted under the Legal Mortgage:
(a)create, purport to create or permit to subsist any Encumbrance on, or in relation to, the Charged Property other than the Legal Mortgage; or
(b)either in a single transaction or in a series of transactions and whether related or not and whether voluntary or involuntary, sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property; or
(c)create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4. Pursuant to Clause 2 of Schedule 3, Part 1 (Preservation of Charged Property) the Chargor shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee or materially diminish the value of any of the Charged Property or the effectiveness of the security created by the Legal Mortgage.

5. Pursuant to Clause 6 of Schedule 3, Part 1 (Further Assurance):
(a) the Chargor shall at its own cost prepare and execute any documents and do any acts and things which are required for the purposes of perfecting or registering (or taking any steps to perfect or register) the Legal Mortgage.
(b)Following an Event of Default, the Chargor shall at its own cost prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Chargee may reasonably require) in favour of the Chargee as the Chargee, in its absolute discretion, requires from time to time over all or any part of the Charged Property and give all notices, orders and directions which the Chargee may require, in its absolute discretion, for perfecting, protecting or facilitating the realisation of its security over the Charged Property.

Definitions

The definitions in the Legal Mortgage shall have the following meaning:

"**Bank of England Base Rate**" means the interest rate that the Bank of England charges for secured overnight lending, from time to time.

"**Charged Property**" means the property of the Chargor charged to the Chargee pursuant to clause 3 of the Legal Mortgage. Reference to the Charged Property shall include references to the Property (and any part of it).

"**Contract**" means a contract dated 16 April 2007 made between (1) Gleeson Homes Limited (now known as Gleeson Developments Limited) and (2) Moat Homes Limited relating to the sale and purchase of part of the freehold property at Stanhope Estate, Stanhope, Ashford, Kent.

"**Costs**" means all costs, charges and expenses of any kind, including (without limitation) costs and damages in connection with litigation, professional fees, disbursements and any unrecoverable VAT (charged on Costs) which the Chargee or any Receiver may incur in relation to enforcement of this legal mortgage.

"**Encumbrance**" any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page

Particulars of a mortgage or charge

Oyez

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**Event of Default**" means an Event of Default under (and as defined in) the Supplemental Agreement.

"**Property**" means all that freehold land and property known as land at Eastry Close, Ashford, Kent being part of the land comprised within Land Registry title number K975754 and shown edged red on the plans attached at Appendix 1 to the Legal Mortgage.

"**Receiver**" means a receiver and/or manager of any or all of the Charged Property.

"**Secured Liabilities**" means the obligations and liabilities of the Chargor to the Chargee pursuant to and in accordance with the terms of the Supplemental Agreement together with all sums and obligations pursuant to this legal mortgage (including all Costs) together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities.

"**Supplemental Agreement**" means an agreement to vary the Contract dated 4 March 2011 made between (1) Gleeson Developments Limited and (2) Moat Homes Limited.

MG01

Particulars of a mortgage or charge

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

None

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 866)

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 870) 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)

Signature

Please sign the form here

Signature

Signature

×  ×

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge

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
David Nelson

Company name
Devonshires

Address
30 Finsbury Circus

London

Post town

County/Region

Postcode
EC2M 7DT

Country

DX
DX 33856 Finsbury Square

Telephone
020 7880 4249

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 848808
CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 4 MARCH 2011 AND CREATED BY GLEESON DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MOAT HOMES LIMITED 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 21 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MARCH 2011

DX

Companies House
— for the record —

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES