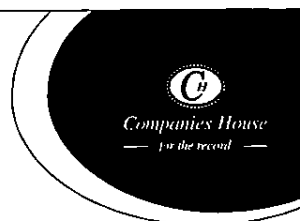


001018/65.

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



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 register particulars of a charge for company. To do this, please use form MG01s

WEDNESDAY



A29

A50DURW9

23/02/2011

132

COMPANIES HOUSE

1 Company details

Company number 0 4 4 4 2 7 9 3

Company name in full Executive Homes (North London) 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 d 1 d 1 m 0 m 2 y 2 y 0 y 1 y 1

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 third party charge over shares dated 11 February 2011 ("THE SHARE CHARGE") and made between (1) the Chargor and (2) Nationwide Building Society ("NATIONWIDE") to secure the indebtedness and other liabilities of Crossbell Properties Limited (Company Number 07309929) ("THE BORROWER")

4 Amount secured

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

Amount secured 1 All monies and all obligations and liabilities as at 11 February 2011 or in the future due, owing or incurred to Nationwide by the Borrower when the same become due for payment or discharge whether by acceleration or otherwise. The monies, obligations or liabilities which are due, owing or incurred to Nationwide may be

- (a) express or implied
- (b) present, future or contingent
- (c) joint or several
- (d) incurred as principal or under guarantee or indemnity to Nationwide
- (e) originally owing to Nationwide or purchased or otherwise acquired by it
- (f) denominated in sterling or in any other currency, or
- (g) incurred on any banking or other account or in any other manner whatsoever Cont'd

Continuation page

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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>continued</p> <p>2 The liabilities referred to in the Share Charge include, without limitation</p> <p>(a) all liabilities arising under the Share Charge including costs of enforcement</p> <p>(b) all liabilities under or in connection with foreign exchange transactions, interest rates swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates</p> <p>(c) interest (both before and after judgment) to date of payment at such rates and upon such terms specified in the Borrower's facility letter dated 26 January 2011, commission, fees and other charges (including interest rate breakage costs) and all legal and all other costs, charges and expenses (including any internal management, monitoring of or enforcement costs, charges and expenses of Nationwide) on a full and unqualified indemnity basis which may be incurred by Nationwide in relation to any of the Indebtedness or any guarantee in respect of any part of the Indebtedness, or otherwise in respect of the Borrower or the Chargor or any guarantor of any part of the Indebtedness (the "INDEBTEDNESS")</p>	

MG01

Particulars of a mortgage or charge

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

Nationwide Building Society

Address

Nationwide House, Pipers Way

Swindon

Postcode

S N 3 8 1 N W

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

1 The Chargor with full title guarantee as a continuing security for the payment and discharge of the Indebtedness charged to Nationwide by way of fixed charge

(a) its entire right, title and interest in and to the shares in the Borrower held by or on behalf of the Chargor (as listed in the schedule hereto) ("THE SHARES") and their proceeds of sale

(b) all accretions, rights, benefits, money or property accruing, issued or offered in respect of the Shares at any time, whether by way of rights, bonus, capitalisation, conversion, exchange, pre-emption, option, redemption or otherwise

2 To the extent that the whole or any part of the assets, rights and interest charged by the Share Charge ("CHARGED PROPERTY") constitutes Financial Collateral and the Share Charge and the obligations of the Chargor constitute a Security Financial Collateral Arrangement (as defined in the Financial Collateral Arrangements (2) regulations 2003), Nationwide has the right to appropriate all or any part of such financial collateral in or towards the satisfaction of the Indebtedness secured by the Share Charge

3 The Share Charge secured further advances made by Nationwide to the Borrower

4 The Chargor undertook to Nationwide during the continuance of the security granted by the Share Charge the Chargor shall not without the prior written consent of Nationwide

(a) create or purport to create or permit to subsist any security right over the whole or any part of any of the Shares (other than a lien arising by operation of law arising in the ordinary course of the Chargor's business) and any permitted charge or

(b) permit any person other than the Chargor or Nationwide (or the nominee or agent of Nationwide) to be registered as the holder of the Shares or any part thereof

(c) sale, transfer, grant any option over or otherwise attempt to dispose of all or any part of the Shares or any interest therein or

cont'd

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>cont'd</p> <p>(d) knowingly do or cause or permit to be done anything which may in any way depreciate or otherwise prejudice the interest of Nationwide in or the value to Nationwide of the Shares and shall use its best endeavours not to permit a variation of any rights attaching to any part of the Shares</p> <p>5 The Chargor irrevocably authorised Nationwide to arrange, at any time, for any of the Shares to be registered in the name of Nationwide (or its nominee)</p> <p>6 The Chargor irrevocably agreed that it will, notwithstanding any restriction or condition on the transfer of Shares under the Borrower's memorandum and articles of association, when so requested by Nationwide to transfer all or any of the Shares to such nominees or agents as Nationwide may select and the Chargor gave its consent to such a transfer</p> <p>7 The Chargor waived any right of set off it may have from time to time in respect of the Indebtedness</p> <p>8 The Chargor undertook with Nationwide to pay on demand all costs, charges and expenses including, without limitation, all legal and all other costs, charges and expenses (including any internal management, monitoring or enforcement costs, charges and expenses of Nationwide) on a full and unqualified indemnity basis which may be incurred by Nationwide or by any receiver in or incidental to the enforcement or attempted preservation of any of the security created by or pursuant to the Share Charge or any of the Charged Property or in the administration and management of the Chargor's accounts with Nationwide or in the collection of the Indebtedness</p> <p>9 The Chargor by way of security irrevocably appointed each of Nationwide and any receiver jointly and severally to be its attorney with full power of delegation in its name and on its behalf to sign, execute, seal, complete and deliver any document, deed, agreement, instructions or act which Nationwide or such receiver may require for perfecting the title of Nationwide to the Charged Property or for vesting the same in Nationwide, its nominees or any purchaser or generally for any of the purposes set out in the Share Charge</p> <p>10 Until all of the Indebtedness has been paid, discharged or satisfied in full (and notwithstanding payment of a dividend and any liquidation or under any compromise or arrangement) the Chargor agrees that without the prior written consent of Nationwide it will not</p> <p>(a) exercise its rights of subrogation, reimbursement and indemnity against the Borrower or any other person liable</p> <p>(b) demand or accept repayment in whole or in part of any indebtedness now or hereafter due to it from the Borrower or from any other person liable or demand or accept any collateral instrument (including any security right) in respect of the same or dispose of the same</p> <p>(c) take any step to enforce any right against the Borrower or any other person liable in respect of the Indebtedness or</p> <p>cont'd</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>cont'd</p> <p>(d) claim any set off or counterclaim against the Borrower or any other person liable or claim or prove in competition with Nationwide in the liquidation, administration or other insolvency process of the Borrower or any other person liable or have the benefit of, or share in any payment from or composition with the Borrower or any other person liable or any other security interest held by Nationwide for the Indebtedness or for the obligations or liabilities of any other person liable but so that, if so directed by Nationwide, it will prove for the whole or any part of its claim in the liquidation, administration or other insolvency process of the Borrower on terms that the benefit of such proof and of all money received by it in respect thereof shall be held on trust for Nationwide and applied in or towards discharge of the Indebtedness in such manner as Nationwide shall deem appropriate</p> <p>11 The Chargor may not assign or otherwise transfer any of its rights or obligations under the Share Charge</p> <p style="text-align: center;">THE SCHEDULE</p> <p style="text-align: center;">THE SHARES</p> <p>Name of Chargor Executive Homes (North London) Limited</p> <p>Number of Shares in the Borrower One Hundred and One (101)</p> <p>Denomination or Type of Share Ordinary</p> <p>And any further shares in the Borrower whatsoever issued to the Chargor</p>	

MG01

Particulars of a mortgage or charge

7	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
8	<p>Delivery of instrument</p> <p>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)</p> <p>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)</p>	
9	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Maples Teesdale LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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 **Chris Xitsas**

Company name **Maples Teesdale LLP**

Address **30 King Street**

Post town **London**

County/Region

Postcode

E C 2 V 8 E E

Country

DX **138754 Cheapside**

Telephone **020 3465 4316**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4442793
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THIRD PARTY CHARGE OVER
SHARES DATED 11 FEBRUARY 2011 AND CREATED BY
EXECUTIVE HOMES (NORTH LONDON) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO NATIONWIDE BUILDING SOCIETY ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 23
FEBRUARY 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 FEBRUARY
2011**

af



Companies House
— for the record —



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