### MR01

**Particulars of a charge**

A fee is payable with this form. Please see ‘How to pay’ on the last page.

You can use the WebFiling service to file this form online. Please go to www.companieshouse.gov.uk

**What this form is for**

You may use this form to register a charge created or evidenced by an instrument.

**What this form is NOT for**

You may not use this form to register a charge where there is no instrument. Use form MR08.

This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge. Delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. The scanned and placed on the public record. Do not send the original.

---

#### 1 Company details

- **Company number**: 0 5 1 3 7 0 9 5
- **Company name in full**: COPTHORN HOLDINGS LIMITED

#### 2 Charge creation date

- **Charge creation date**: 1 2 0 5 2 0 4 6

#### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

- **Name**: LLOYDS BANK PLC AS SECURITY AGENT

If there are more than four names, please supply any four of these names then tick the statement below.

- [ ] I confirm that there are more than four persons, security agents or trustees entitled to the charge

---

06/14 Version 2.0
**4 Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

| Brief description | N/A |

**5 Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

- [ ] Yes
- [x] No

**6 Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

- [x] Yes  Continue
- [ ] No  Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

- [x] Yes

**7 Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

- [x] Yes
- [ ] No

**8 Trustee statement**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

- [ ]

**9 Signature**

Please sign the form here.

Signature: 

*Allen & Overy LLP in behalf of the charge 13/05/16*

This form must be signed by a person with an interest in the charge.
MRO1
Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name: AMY BLACKBURN
Company name: ALLEN & OVERY LLP
Address: ONE BISHOPS SQUARE

 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 filed on paper.
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 LLP - 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

 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.

 Check list

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 a certified copy of the instrument with this form.
☐ You have entered the date on which the charge was created.
☐ You have shown the names of persons entitled to the charge.
☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
☐ You have given a description in Section 4, if appropriate.
☐ You have signed the form.
☒ You have enclosed the correct fee.
☐ Please do not send the original instrument, it must be a certified copy.

 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 CHARGE

Company number: 5137095

Charge code: 0513 7095 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th May 2016 and created by COPTHORN HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th May 2016.

Given at Companies House, Cardiff on 24th May 2016
SECURITY AGREEMENT

DATED 12 MAY 2016

BETWEEN

THE COMPANIES LISTED IN SCHEDULE 1

as Chargees

- and -

LLOYDS BANK PLC

acting as Security Agent

[Signature]

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenandovery.com

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

ALLEN & OVERY

Allen & Overy LLP
0012018-0003087 BK 35565167 6
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### Schedules

| 1      | Chargors | 13   |

### Signatories

| 14 | 14 |
THIS DEED is dated 12 May 2016 and made

BETWEEN

(1) THE COMPANIES listed in Schedule 1 as chargors (each a Chargor), and

(2) LLOYDS BANK PLC (the Security Agent) as security agent of the other Secured Parties (as defined in the Facility Agreement (as defined below))

BACKGROUND:

(A) Each Chargor enters into this Deed in connection with the Facility Agreement (as defined below)

(B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1 INTERPRETATION

1.1 Definitions

In this Deed

Act means the Law of Property Act 1925

Facility Agreement means the £300,000,000 revolving credit facility agreement dated on or around the date of this Deed between (among others) the Chargors and the Security Agent

Party means a party to this Deed

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to any Finance Party under each Finance Document to which a Chargor is a party

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

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

1.2 Construction

(a) Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed

(b) The provisions of clause 1.2 (Construction) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Facility Agreement will be construed as references to this Deed
(c) (i) A Finance Document or any other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility,

(ii) the term this Security means any security created by this Deed, and

(iii) assets includes present and future properties, revenues and rights of every description

(d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.

(e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

(f) If the Security Agent considers (acting reasonably) that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed

(g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

2 CREATION OF SECURITY

2.1 General

(a) All the security created under this Deed

(i) is created in favour of the Security Agent,

(ii) is created over present and future assets of each Chargor,

(iii) is security for the payment of all the Secured Liabilities, and

(iv) 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 this Deed on trust for the Finance Parties

2.2 Floating charge

(a) Each Chargor charges by way of a first floating charge all its assets

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

(i) the Security Agent considers (acting reasonably) 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, and/or
(ii) following the occurrence of a Declared Default

(c) The floating charge created by this Clause 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 of the Insolvency Act 1986

(d) The floating charge created by this Clause will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator

(e) The floating charge created by this Clause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

3 REPRESENTATIONS - GENERAL

3.1 Nature of security

Subject to the Legal Reservations and the Perfection Requirements, each Chargor represents and warrants to each Finance Party that this Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise

3.2 Times for making representations

(a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed

(b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be made by each Chargor by reference to the facts and circumstances then existing on each date during the Security Period

(c) When a representation and warranty is repeated, it is applied to the circumstances existing at the time of repetition

4. RESTRICTIONS ON DEALINGS

No Chargor may

(a) create or permit to subsist any Security on any Security Asset, or

(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset, except as expressly allowed under the Facility Agreement

5. WHEN SECURITY BECOMES ENFORCEABLE

5.1 Declared Default

This Security will become immediately enforceable if a Declared Default has occurred
5.2 Discretion

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct.

5.3 Power of sale

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

6 ENFORCEMENT OF SECURITY

6.1 General

(a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

(b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

6.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable, unless directly caused by its gross negligence or wilful misconduct.

6.3 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

6.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire:

(a) whether the Secured Liabilities have become payable,

(b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised,

(c) whether any money remains due under the Finance Documents, or

(d) how any money paid to the Security Agent or to that Receiver is to be applied.

6.5 Redemption of prior mortgages

(a) At any time after this Security has become enforceable, the Security Agent may:

(i) redeem any prior Security against any Security Asset, and/or

(ii) procure the transfer of that Security to itself, and/or
(iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.

(b) Each Chargor must pay to the Security Agent, within three Business Days of demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

6.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

7. RECEIVER

7.1 Appointment of Receiver

(a) Except as provided below, with notice to the Chargor, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if

(i) this Security has become enforceable, or

(ii) a Chargor so requests the Security Agent in writing at any time.

(b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.

(c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.

(d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

(e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

7.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

7.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply.

7.4 Agent of each Chargor

(a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each
Chargor is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver

(b) No Finance Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

7.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver

8. POWERS OF RECEIVER

8.1 General

(a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, this includes

(i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986, and

(ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986

(b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

8.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset

8.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner he thinks fit

8.4 Employees

(a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit

(b) A Receiver may discharge any person appointed by any Chargor

8.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit
8 6 Sale of assets

(a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.

(b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.

(c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

8 7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

8 8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

8 9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

8 10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

8.11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset.

8 12 Delegation

A Receiver may delegate his powers in accordance with this Deed.

8 13 Lending

A Receiver may lend money or advance credit to any customer of any Chargor.

8 14 Protection of assets

A Receiver may

(a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset,

(b) commence and/or complete any building operation, and
(c) apply for and maintain any planning permission, building regulation approval or any other
Authorisation,

in each case as he thinks fit

8 15 Other powers

A Receiver may

(a) do all other acts and things which he may consider desirable or necessary for realising any
Security Asset or incidental or conducive to any of the rights, powers or discretions
conferred on a Receiver under or by virtue of this Deed or law,

(b) exercise in relation to any Security Asset all the powers, authorities and things which he
would be capable of exercising if he were the absolute beneficial owner of that Security
Asset, and

(c) use the name of any Chargor for any of the above purposes

9 APPLICATION OF PROCEEDS

Any moneys received by the Security Agent or any Receiver after this Security has become
enforceable must be applied by the Security Agent or that Receiver (as applicable) in accordance
with the terms of the Facility Agreement

10 EXPENSES AND INDEMNITY

Each Chargor must

(a) within three Business Days of demand pay all costs and expenses (including legal fees)
incurred in connection with the enforcement of or the preservation of any rights under this
Deed by any Finance Party, Receiver, attorney, manager, agent or other person appointed by
the Security Agent under this Deed, and

(b) keep each of them indemnified against any failure or delay in paying those costs or
expenses

11 DELEGATION

11.1 Power of Attorney

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to
any person any right, power or discretion exercisable by it under this Deed

11.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the
Security Agent or any Receiver may think fit

11.3 Liability

Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor
for any loss or liability arising from any act, default, omission or misconduct other than gross
negligence or wilful misconduct on the part of any delegate or sub-delegate
12. **FURTHER ASSURANCES**

Each Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may determine to be necessary (acting reasonably) for

(a) creating, perfecting or protecting any security intended to be created by this Deed,

(b) the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset, or

(c) following the occurrence of a Declared Default , facilitating the realisation of any Security Asset

This includes

(i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, or

(ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Agent may think necessary (acting reasonably)

13 **POWER OF ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which that Chargor is obliged to take under this Deed and, if that Chargor is permitted a period of time for performance, has failed to take by the date it was obliged to take such action. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause

14. **MISCELLANEOUS**

14.1 **Covenant to pay**

Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents

14.2 **Tackling**

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances)

14.3 **New Accounts**

(a) If any subsequent charge or other interest affects any Security Asset in breach of Clause 4 (Restrictions on Dealings), the Finance Party may open a new account with a Chargor

(b) If the Finance Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest

(c) As from that time all payments made to the Finance Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability
14.4 **Time deposits**

Without prejudice to any right of set-off any Finance Party may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Finance Party within the Security Period when

(a) this Security has become enforceable, and

(b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Finance Party considers appropriate.

15 **RELEASE**

(a) At the end of the Security Period, the Finance Parties must, at the request and cost of a Chargor, as soon as reasonably practicable, take whatever action is necessary to release its Security Assets from this Security.

(b) The Security Agent shall at the request and cost of the relevant Chargor (and without any further instruction or direction from any other Finance Party), as soon as reasonably practicable, release from the Security Interests any Security Asset which is subject to a disposal by a Chargor permitted under the Facility Agreement and provide a certificate of non-crystallisation of the floating charge created under this Deed (unsofar as that charge has not crystallised).

16 **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS DEED** has been entered into as a deed on the date stated at the beginning of this Deed.
## SCHEDULE 1
### CHARGORS

<table>
<thead>
<tr>
<th>Name of Chargor</th>
<th>Registered number</th>
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<tr>
<td>Countryside Properties PLC</td>
<td>09878920</td>
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<td>Countryside Properties (Springhead) Limited</td>
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SIGNATORIES

CHARGORS

EXECUTED as a DEED by
COUNTRYSIDE PROPERTIES PLC
acting by
Director

In the presence of
Witness' signature
Witness' name
Witness address

EXECUTED as a DEED by
COPITHORN HOLDINGS LIMITED
acting by
Director

In the presence of
Witness signature
Witness name
Witness address

Signature page to security agreement
SIGNATORIES

CHARGORS

EXECUTED as a DEED by COUNTRYSIDE PROPERTIES PLC acting by Director

In the presence of
Witness' signature
Witness name
Witness' address

EXECUTED as a DEED by COTHORN HOLDINGS LIMITED acting by Director

In the presence of
Witness' signature
Witness' name
Witness' address

Signature page to security agreement
EXECUTED as a DEED by
COUNTRYSIDE PROPERTIES
(HOLDINGS) LIMITED acting by

In the presence of
Witness' signature

Witness' name

Witness' address

EXECUTED as a DEED by
COUNTRYSIDE PROPERTIES LAND
(ONE) LIMITED acting by

In the presence of
Witness' signature

Witness' name

Witness' address

Signature page to security agreement
EXECUTED as a DEED by
COUNTRYSIDE PROPERTIES LAND
(TWO) LIMITED acting by

In the presence of
Witness' signature
Witness' name
Witness' address

EXECUTED as a DEED by
COUNTRYSIDE PROPERTIES (UK)
LIMITED acting by

In the presence of
Witness' signature
Witness' name
Witness' address

Signature page to security agreement
EXECUTED as a DEED by
COUNTRYSIDE PROPERTIES
(NORTHERN) LIMITED acting by

In the presence of
Witness' signature

Witness' name

Witness' address

EXECUTED as a DEED by
COUNTRYSIDE PROPERTIES
(SOUTHERN) LIMITED acting by

In the presence of
Witness' signature

Witness' name

Witness' address

Signature page to security agreement
EXECUTED as a DEED by
COUNTRYSIDE FOUR LIMITED
acting by

In the presence of
Witness signature
Witness name
Witness address

Director

EXECUTED as a DEED by
COUNTRYSIDE THIRTEEN LIMITED
acting by

In the presence of
Witness signature
Witness name
Witness address

Director

Signature page to security agreement
EXECUTED as a DEED by
COUNTRYSIDE CAMBRIDGE ONE
LIMITED acting by

In the presence of
Witness signature
Witness’ name
Witness address

EXECUTED as a DEED by
COUNTRYSIDE CAMBRIDGE TWO
LIMITED acting by

In the presence of
Witness’ signature
Witness’ name
Witness’ address

Signature page to security agreement
EXECUTED as a DEED by
COUNTRYSIDE PROPERTIES (JOINT
VENTURES) LIMITED acting by

Director

In the presence of

Witness' signature

Witness' name

Witness' address

EXECUTED as a DEED by
COUNTRYSIDE PROPERTIES
(UBERIOR) LIMITED acting by

Director

In the presence of

Witness' signature

Witness' name

Witness' address

Signature page to security agreement
EXECUTED as a DEED by
COUNTRYSIDE 26 LIMITED acting
by

Witness' signature

Witness' name

Witness' address

Director

In the presence of

Witness' signature

Witness' name

Witness' address

EXECUTED as a DEED by
COUNTRYSIDE 28 LIMITED
acting by

Signature page to security agreement
EXECUTED as a DEED by
MILLGATE (UK) HOLDINGS LIMITED
acting by

Director

In the presence of
Witness signature
Witness name
Witness address

EXECUTED as a DFFD by
MILLGATE DEVELOPMENTS LIMITED
acting by

Director

In the presence of
Witness signature
Witness name
Witness address

Signature page to security agreement
EXECUTED as a DEED by COUNTRYSIDE PROPERTIES (IN PARTNERSHIP) LIMITED acting by Director

In the presence of Witness’ signature
Witness’ name: TRACY MARIA WARRI
Witness’ address

EXECUTED as a DEED by COUNTRYSIDE PROPERTIES (SPRINGHEAD) LIMITED acting by Director

In the presence of Witness’ signature
Witness’ name: TRACY MARIA WARRI
Witness’ address

Signature page to security agreement
SECURITY AGENT
LLOYDS BANK PLC
By: Andrew Moore