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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

Name of company

* Mount Anvil plc (the "Company")

Date of creation of the charge

12 September 2006

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

Charge over Development Agreement (the "Deed")

Amount secured by the mortgage or charge

All the Company's liabilities to the Bank (or its Associated Companies) of any kind and in any currency
(whether present or future actual or contingent and whether incurred alone or jointly with another) together with
the Bank's charges and commission Interest and Expenses (the "Company's Obligations").

Names and addresses of the mortgagees or persons entitled to the charge

Lloyds TSB Bank plc (the "Bank")
3rd Floor 25 Gresham Street London

Postcode EC2V 7HN

Presenter's name address and
reference (if any):

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE
DX: 33866 Finsbury Square
Ref: EBS/59768/120141

Time critical reference

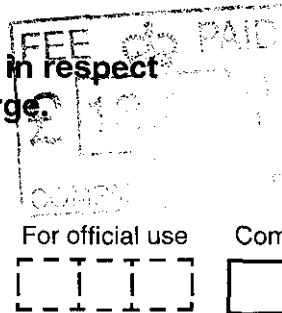
For official Use (06/2005)
Mortgage Section

Post room



132866/39

395



For official use

Company number

2706348

1. CHARGE

1.1 The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank by way of assignment:

1.1.1 all that the benefit of the Company's interest in the Agreement;

1.1.2 all rights titles benefits and interests of the Company whatsoever present and future whether proprietary contractual or otherwise arising out of or connected with or relating to the Agreement including without limitation all claims for damages in respect of any breach thereof; and

(See addendum 4/4)

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lettering**

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

26 September 2006

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

Notes

† 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, eg "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 included 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

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of Company

* Mount Anvil plc (the "Company")

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

In this form:-

"Agreement" means a development agreement dated 12 September 2006 and entered into between the Company (as main contractor) (1) Oakdene Properties Limited (as buyer) (2) and Mount Anvil Group Limited (as guarantor) (3) relating to the construction of the Development;

"Associated Company" means a company which is a member of the same group of companies as the Company;

"Charged Assets" means the assets charged by clause 1 above;

"Development" means the design, construction and works of a development at the Property;

"Expenses" means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property the Charged Assets the Development or the Company's Obligations or in taking or perfecting the Deed or in preserving defending or enforcing the security created by the Deed or in exercising any power under the Deed or otherwise with Interest from the date they are incurred;

"Interest" means Interest at the rate(s) charged to the Company by the Bank from time to time; and

"Property" means the freehold property known as Block A and C being part of the Stepney Wesleyan Central Hall and 583A, 583B, 583C, 583D, 583E and 583F Commercial Road, 2 Westport Street and 1-7 Bromley Street London E1 as shown on a plan to the transfer dated 12 September 2006 entered into between Goldcrest Homes (Land Developments) Limited (1) and Mount Anvil (EEM) Limited (2).

Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

1.2 all rights titles benefits and interest of the Company whatsoever present and future whether proprietary contractual or otherwise in all appointments contracts guarantees representations undertakings and warranties given or made by and any rights or remedies against any professional advisors now or at any time engaged in connection with the Development and the manufacturers suppliers or installers of any plant machinery fixtures and fittings and other items comprised in the Development and any other person now or from time to time under a duty to the Company (including for the avoidance of doubt any collateral warranties and the benefit of any performance bond or parent company guarantee) and all claims for damages in respect of any breach thereof.

1.3 The charge created by the Deed shall rank as a first charge and the Company will if requested deposit with the Bank the originals of any deeds documents or instruments constituting the Charged Assets.

1.4 Notwithstanding the assignment of the Charged Assets to the Bank the Company shall be entitled to exercise all of the rights,

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powers, authorities and other benefits conferred on IT by the Charged Assets but such entitlement shall (unless the Bank otherwise agrees in writing with the Company) automatically terminate forthwith upon the Deed becoming enforceable.

1.5 To the extent that any of the above matters including all rights thereunder are not now capable of being charged or assigned by way of security the Company hereby agrees with full title guarantee to charge and/or assign by way of security the same.

2. RESTRICTIONS

The Company will not without the Bank's prior written consent:

2.1 create or permit to arise any mortgage charge lien or other security interest on the Charged Assets; and

2.2 sell or otherwise dispose of the Charged Assets.

3. FURTHER ASSURANCE

The Company will at the Company's own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure the Company's Obligations on the Property and the Charged Assets.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02706348

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER DEVELOPMENT AGREEMENT DATED THE 12th SEPTEMBER 2006 AND CREATED BY MOUNT ANVIL PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th SEPTEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th SEPTEMBER 2006 .



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



pmm

Companies House

— for the record —