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Please complete
legibly, preferably
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)

For official use

19

Company number

02706348

Name of company

* MOUNT ANVIL PLC (the "Company")

Date of creation of the charge

22 February 2008

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

Charge over Benefit of Construction Documents (the "Charge") relating to Development at South Bank
University Site, Wandsworth Road, London SW8

Amount secured by the mortgage or charge

All the Borrower's liabilities to the Lender (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 Lender's charges and commission Interest and Expenses, ("Borrower's Obligations")

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

ANGLO IRISH ASSET FINANCE PLC (together with its successors and assigns, the "Lender"), 10 Old
Jewry, London

Postcode EC2R 8DN

Presenter's name address and
reference (if any)

F.A.O. Sally Whitney
DLA Piper UK LLP
3 Noble Street
London EC2V 7EE
DX 33866 Finsbury Square

Ref: SW/SKR/69510/120119

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

SATURDAY



A51 01/03/2008 280
COMPANIES HOUSE

CHARGE

1 The Company with full title guarantee charges to the Lender by way of security assignment the following in relation to the Borrower's Obligations

- (a) all that the benefit of the Company's interest in the Agreements,
- (b) 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 Agreements including without limitation all claims for damages in respect of any breach thereof, and
- (c) 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

(see addendum 4/4)

Please do not
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*Please complete
legibly, preferably
in black type, or
bold black
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 26 February 2008

On behalf of [company] [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

*Insert full name
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 -

"**Agreements**" means the agreements and warranties more particularly described in the schedule below

"**Associated Company**" means a company which is a member of the same group of companies as the Lender,

"**Borrower**" means Mount Anvil (Wandsworth Road) Limited,

"**Charged Assets**" means the assets charged by clause 2 of the Charge,

"**Development**" means the redevelopment of the Property,

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

"**Interest**" means Interest at the rate(s) charged to the Borrower by the Lender from time to time, and

"**Property**" means the freehold property known former Southbank University Site, 202 Wandsworth Road, London SW8 all of which property is registered at the Land Registry with title number TGL149383 and each and every part of it,

SCHEDULE**The Agreements**

Date	Document	Parties
May 2007	Ujima Building Contract	(1) Quadrant Construction Services Limited and (2) Mount Anvil plc

Addendum 3/4

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

Name of company

* insert full name
of Company

* MOUNT ANVIL PLC (the "Company")

Addendum 4/4

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

2 The charge created by the deed shall rank as a first charge and the Company will if requested deposit with the Lender the originals of any deeds documents or instruments constituting the Charged Assets

3 Notwithstanding the assignment of the Charged Assets to the Lender the Company shall be entitled to exercise all of the rights, powers, authorities and other benefits conferred on the Company by the Charged Assets but such entitlement shall (unless the Lender otherwise agrees in writing with the Company) automatically terminate forthwith upon the Charge becoming enforceable

4 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 agrees with full title guarantee to charge and/or assign by way of security the same

OBLIGATIONS IN CONNECTION WITH THE CHARGED ASSETS

The Company covenants with the Lender at all times during the continuance of the Charge

(a) not to compromise or settle any claim relating to the Charged Assets without the prior written consent of the Lender (not to be unreasonably withheld or delayed),

(b) not without the prior written consent of the Lender to waive or release any obligation under the Charged Assets or make or permit any material amendment or addition to or material variation of any terms or conditions of the Agreement or any plans specifications quantities or materials referred to therein (not to be unreasonably withheld or delayed)

RESTRICTIONS

The Company will not without the Lender's prior written consent (not to be unreasonably withheld or delayed)

(a) create or permit to arise any mortgage charge lien or other security interest on the Charged Assets, and

(b) sell or otherwise dispose of the Charged Assets

APPROPRIATION

1 Subject to clause 8.2 of the Charge the Lender may appropriate all payments received for the account of the Company in reduction of any part of the Borrower's Obligations as the Lender decides

2 The Lender may open a new account or accounts upon the Lender receiving actual or constructive notice of any charge or interest affecting the Property or the Charged Assets. Whether or not the Lender opens any such account no payment received by the Lender after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Borrower's Obligations outstanding at the time of receiving such notice

PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

1 The Charge is in addition to any other security present or future held by the Lender for the Borrower's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2706348
CHARGE NO. 9**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER BENEFIT OF
CONSTRUCTION DOCUMENTS DATED 22 FEBRUARY 2008 AND
CREATED BY MOUNT ANVIL PLC FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO ANGLO
IRISH ASSET FINANCE PLC (OR ITS ASSOCIATED COMPANIES)
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 1 MARCH 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 MARCH 2008



Companies House
— for the record —

Dx recd.



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