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CHFP025

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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

210202/13

Particulars of a mortgage or charge

395

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

Company number

171

02981649

Name of company

* Jeffery (Wandsworth) Limited (the "Company")

Date of creation of the charge

5 July 2007

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

Assignment of Contracts by Way of Security (the "Assignment")

Amount secured by the mortgage or charge

Under the terms of the Assignment the Company covenanted that it will on
demand pay to GMAC -

1 all monies and discharge all obligations and liabilities whether actual
or contingent now or hereafter due, owing or incurred by the Company to
GMAC in whatever currency denominated whether on any current or other
account or otherwise in any manner whatsoever (whether alone or jointly and
in whatever style, name or form and whether as principal or surety)
including all liabilities in connection with foreign exchange transactions,
accepting, endorsing or discounting any notes or bills or under bonds,
guarantees, indemnities, documentary or other credits or any instruments
whatsoever from time to time entered into by GMAC for or at the request of
the Company together with interest to date of payment at such rates and
upon such terms as may from time to time be agreed and all commission, fees

Continued on Page 2 of Addendum

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

General Motors Acceptance Corporation (UK) PLC (registered with Company
Number 00275607) whose registered office is at PO Box 11, Wesley House, 19
Chapel Street, Luton, Bedfordshire ("GMAC")

Postcode LU1 2SY

Presenter's name address and
reference (if any)

Bond Pearce LLP
Oceana House
39-49 Commercial Road
Southampton
SO15 1GA

SAE1/KKD1/257156 261

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



A54 *A2YDBR5U* 546
11/07/2007
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Under the terms of the Assignment the Company assigned to GMAC absolutely and with full title guarantee by way of security (but subject to redemption upon payment of all moneys and the discharge of all obligations and liabilities covenanted to be paid or otherwise secured) -

1 all the rights, titles, benefits and interests of the Company whatsoever present and future and whether proprietary, contractual or otherwise under or arising out of or evidenced by the documents particulars of which are specified in Schedule 1 as set out below as from time to time varied, extended or replaced with the full benefit of all negotiable or non-negotiable instruments, guarantees, warranties, indemnities, debentures, mortgages, charges, liens and other security in respect of the same (all such documents and security being collectively the "Assigned Documents" which expression includes each and every of the same (including but not limited to claims for damages or other remedies in respect of any breach thereof, and

Continuation on page 4 of Addendum

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Bond Pearce LLP

Date 10 July 2007

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)*

† delete as
appropriate

Notes

- 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 situated 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**

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
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bold block lettering*

Company Number

02981649

Name of Company

Jeffery (Wandsworth) Limited

Limited*

* delete if
inappropriate

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

and other charges and all legal and other costs and expenses incurred by GMAC in relation to the Company or the assets and rights mortgaged or charged by the Assignment on an full indemnity basis,

2 interest, fees and charges to the date of payment (as well as before any demand or judgment or liquidation or administration of the Company) at the rates and times and upon the terms from time to time agreed with GMAC and such interest shall be compounded in the event of it not being punctually paid with quarterly rests in accordance with the usual practice of GMAC but without prejudice to the right of GMAC to require payment of such interest when due.

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

*Please complete
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bold block lettering*

2. all book and other debts, revenues and claims both present and future (including things in action which may give rise to a debt revenue or claim) due or owing to the Company under or by virtue of the Assigned Documents or in connection with the rights of the Company evidenced thereby (including all claims against insurers) and the present and future rights, titles, benefits and interests of the Company to or in the same together with all the rights and remedies relating to or for enforcing the Assigned Documents in the name of the Company or otherwise including but not limited to all reservation of proprietary rights, rights of tracing and all other rights and remedies of whatsoever nature or hereafter held by the Company in respect of all or any of the foregoing and all moneys from time to time becoming due or owing thereunder or in connection therewith but so that GMAC shall not in any circumstances incur any liability whatsoever in respect of any of the foregoing

*Please complete
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bold block lettering*

3 The Company is not allowed to (without the prior written consent of GMAC) create or attempt to subsist any mortgage, debenture, charge, pledge, lien or encumbrance on or over.

(i) the Assigned Documents,

(ii) the debts, revenues, claims, assets, rights, remedies, benefits and interests hereby assigned both present and future

SCHEDULE 1

The Assigned Documents

Date	Parties	Short Description
03 07 07	Jeffery (Wandsworth) Ltd (1)	Building Contract
	Eldmondstone Construction Limited (2)	

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 02981649

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF CONTRACTS BY WAY OF SECURITY DATED THE 5th JULY 2007 AND CREATED BY JEFFERY (WANDSWORTH) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GENERAL MOTORS ACCEPTANCE CORPORATION (UK) PLC UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JULY 2007.

Pangela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES