

MG01

Particulars of a mortgage or charge



085953/13

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

THURSDAY



A13 *A24M0BCQ* 21/03/2013 #264
COMPANIES HOUSE

1 Company details

Company number 0 7 2 0 9 7 1 0

Company name in full Mount Anvil New Holdings Limited
(the "Shareholder")

10 For official use
→ **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 d1 d5 m0 m3 y2 y0 y1 y3

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 Security Interest Agreement made between the Shareholder (1) and the
Agent (2) (the "Security Interest Agreement").

4 Amount secured

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

Amount secured All obligations of any Obligor owed or expressed to
be owed to the Finance Parties under or in
connection with the Finance Documents whether owed
jointly or severally, as principal or surety or in
any other capacity (the "Secured Liabilities").

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

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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	The Royal Bank of Scotland PLC						
Address	Ground Floor, 15 Bishopsgate, London in its capacity as						
	security trustee for the Finance Parties (the "Agent")						
Postcode	E	C	2	P		2	A P
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	SECURITY INTERESTS
(1)	In order to provide continuing security for the payment or performance of the Obligation and to the intent that the Agent shall have a first priority security interest or interests in the Collateral in accordance with the 1983 Law but so that the Agent (and any agent or nominee of the Agent) shall not in any circumstances incur any liability or be under any obligation whatsoever in connection with the Collateral.
(a)	the Shareholder vested possession of the certificates of title to the Collateral in the Agent (or its agent or nominee), and
(b)	the Shareholder assigned (and agreed to assign) the Collateral to the Agent (or its agent or nominee)
(2)	If security interests have been created by clause 3(1) under both Articles 2 (3) and 2(6) of the 1983 Law, such security interests shall exist concurrently unless such security interests are mutually exclusive under the 1983 Law in which case the security interest created under Article 2(6) of the 1983 Law shall prevail for all purposes
(3)	Possession by the Agent (or its agent or nominee) of the certificates of title to the Collateral and the acquisition by the Agent (or its agent or nominee) of title in and to the Collateral shall be deemed to be pursuant to the Security Interest Agreement whether such possession were vested or such title were acquired before or after the execution of the Security Interest Agreement

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2	COVENANTS
	The Shareholder agreed and covenanted throughout the Security Period
2 1	not without first obtaining the Agent's prior written consent to create or permit to subsist any Security over any of the Collateral other than a Permitted Security
2 2	not without first obtaining the Agent's prior written consent to sell, transfer, lease or otherwise dispose or purport or agree to dispose of any of the Collateral,
2 3	not to take any action which might (and not to omit to take any action where any such omission to act might), in the Agent's opinion (acting reasonably), materially impair or prejudice the interest of the Agent or the Shareholder or both of them in the Collateral and
2 4	not to do or cause or permit to be done anything which in the Agent's opinion (acting reasonably) may in any way adversely affect in relation to any security interest or interests created pursuant to the Security Interest Agreement or prejudice the value of the Security hereby created and, unless permitted by the Finance Documents without limitation, not without the Agent's prior written consent to take or permit the taking of any action whereby the rights attaching to the Collateral are altered or diluted, whether by the issue of further shares in the Company or otherwise howsoever
	Definitions
	"Accounts" means the Sale Proceeds Account, General Account and Rent Account
	"Account Bank" means
	(a) in respect of the General Account, The Royal Bank of Scotland International, PO Box 64, 71 Bath Street, St Helier, Jersey JE4 8PJ (sort code 16-10-28) or any other bank appointed as such in accordance with this agreement and
	(b) in respect of each other Account and any account contemplated in Clause 23 13(b)(1)(A) of the Loan Agreement (Consolidated Net Tangible Asset Value), The Royal Bank of Scotland plc acting through its London City branch (sort code 15-10-00) or any other bank appointed as such in accordance with this agreement,
	"Account Charge" means a Jersey law security interest agreement from the Borrower over its rights in respect of the General Account in favour of the Agent as security trustee for the Finance Parties in the agreed form,
	"Acoustic Consultant" means in respect of the Development, Hoare Lea & Partners Limited (company number 01854244) of 140 Aztec West Business Park, Almondsbury, Bristol BS32 4TX or such other person as is appointed as the acoustic consultant in respect of the Development with the approval of the Agent (acting reasonably after consultation with the Project Monitor),
	"Additional Shares" means any other shares in the Company issued to the Shareholder after the date of the Security Interest Agreement,
	"Affordable Appraisal" means the appraisal in respect of the Affordable Development prepared by the Borrower and approved by the Agent containing, amongst other things
	(a) the building programme
	(b) cash flow forecasts,
	(c) the amount of any development costs in relation to the Affordable Development incurred and paid to the date of the appraisal
	(d) the amount of the development costs in relation to the Affordable Development required to complete the Affordable Development estimated as at the date of the appraisal, and
	(e) the acquisition costs attributable to the Affordable Property,
	as updated from time to time by the Borrower,
	"Affordable Development" means the scheme of works approved by the Agent to be carried out at the Affordable Property in accordance with the Development Plan and comprising the construction of the Affordable Housing Units including all demolition, site clearance and preparation works

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"Affordable Development Agreement" means the agreement dated 11 April 2008 as amended and restated as at 4 October 2012 between the Borrower (1) and Family Mosaic (2) in respect of the Affordable Property and pursuant to which Family Mosaic will pay the sum of £2,533,310 by way of contract price in respect of funding the costs of the Affordable Development on the terms set out therein,

"Affordable Development Costs" means the costs payable under the Building Contract and all other amounts payable under, and contemplated by, the Development Plan in relation to the Affordable Development all as shown in the Affordable Appraisal and any other cost or expense incurred by or on behalf of the Borrower in connection with the Affordable Development which is approved by the Agent but not including, for the avoidance of doubt, that part of the purchase price of the Property which is attributable to the Affordable Property

"Affordable Housing Units" means the 34 affordable housing units - intermediate housing and the 36 affordable housing units - social rented units built or to be built on the Affordable Property as part of the Development,

"Affordable Property" means the part of the Property which comprises the Affordable Housing Units

"Approved Inspector" means in respect of the Development, Butler and Young Limited (company number 03183083) of Trenton House, Imperial Way, Croydon, Surrey CR0 4RR or such other person as is appointed as the approved inspector in respect of the Development with the approval of the Agent (acting reasonably after consultation with the Project Monitor),

"Architect" means in respect of the Development, Terry Farrell & Partners Limited (company number 02042783) of 7 Hatton Street, London NW8 8PL or such other person as is appointed as the architect in respect of the Development with the approval of the Agent (acting reasonably after consultation with the Project Monitor)

"AREA Guarantors" means the USD Fund and the Euro Fund,

"AREA Shareholder" means AREA - Eagle House LLC a limited liability company under the Delaware Limited Liability Company Act whose registered office is at c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808,

"Arrangers" means The Royal Bank of Scotland plc acting through its branch at 280 Bishopsgate, London EC2M 4RB and Barclays Bank PLC acting through its branch at 1 Churchill Place, London E14 5HP (each an 'Arranger')

"Bank" means

- (a) any Original Bank, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with the terms of this agreement,

which in each case has not ceased to be a Party in accordance with such terms,

"Borrower" means Eagle House Developments Limited, a company incorporated in Jersey with registered number 111151 whose registered office is at Ogier House, The Esplanade, St Helier, Jersey JE4 9WG,

"Building Contract" means the building contract entered into or to be entered into between the Borrower and the Contractor with respect to the Development in a form approved by the Agent,

"Car Parking Spaces" means the 36 car parking spaces built or to be built at the Property as part of the Private Development which have been sold or are to be sold with the Residential Units (each a 'Car Parking Space')

"CDM Coordinator" means in respect of the Development, Brookfield Multiplex CDM Services Europe Limited (company number 06324496) of 23 Hanover Square, London W1S 1UB or such other person as is appointed as the CDM coordinator in respect of the Development with the approval of the Agent (acting reasonably after consultation with the Project Monitor),

"COI Guarantee" means a cost overrun and interest guarantee and indemnity between the Guarantors, the Borrower, the Banks and the Agent as agent for the Finance Parties in the agreed form,

"Collateral" means all of the Shareholder's right, title and interest in and to the Shares, any Additional Shares and the Related Rights

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"Collateral Warranty" means an agreement entered into or to be entered into with the Agent by the Contractor, a Design Sub-Contractor or a Material Professional in the agreed form

"Commercial Units" means the commercial space of approximately 67,000 square feet to be built at the Property as part of the Development

"Company" means Eagle House Developments Limited a company registered in Jersey whose company number is 111151, and whose registered office is Ogier House, The Esplanade, St Helier, Jersey, JE4 9WG,

"Consents" means those permissions, consents, approvals, licences, certificates or permits referred to in paragraph 4 of the Development Covenants,

"Contractor" means, in respect of the Development, Mount Anvil Limited, a company incorporated in England and Wales with company number 02706348 and whose registered office is at 140 Aldersgate Street, London EC1A 4HY or any other contractor appointed to act and employed by the Borrower with the approval of the Agent under the Building Contract,

"Debenture" means a debenture from the Borrower in favour of the Agent as security trustee for the Finance Parties in the agreed form

"Design Sub-Contractor" means any sub-contractor appointed by the Contractor which has responsibility in relation to the design of any part of the Development which, in the opinion of the Agent (acting reasonably after consultation with the Project Monitor), is material in the context of the Development as a whole,

"Development" means the Private Development and the Affordable Development,

"Development Covenants" means the covenants contained in schedule 7 of the Loan Agreement (Development Covenants),

"Development Documents" means the Building Contract, the Development Plan, any Development Management Agreement, the terms of appointment of the Professional Team, any Performance Bond, any section 106 agreement, any section 278 agreement, all warranty agreements in favour of the Borrower which relate to the Development, and any other agreement or document relating to the acquisition, construction, management, design, servicing, marketing, development, operation or use of the Property (or any part of it),

"Development Management Agreement" means any development management agreement entered into, or to be entered into, between the Borrower and a Development Manager in form and substance satisfactory to the Agent

"Development Manager" means, in respect of the Development, any person (approved by the Agent) in its capacity as development manager as appointed under a Development Management Agreement (and for the avoidance of doubt, Mount Anvil Limited are approved to act in such capacity until 30 April 2013 or, if earlier, the date on which the Borrower complies with the provisions of clause 22 15(a) of the Loan Agreement but not thereafter)

"Development Plan" means the Consents, the Plans, the Affordable Appraisal, the Most Recent Agreed Private Appraisal and all other plans, specifications, timetables, budgets, cash flows and capital expenditure programmes, approved by the Agent from time to time and as amended from time to time in accordance with this agreement,

"Drawdown Date" means the date on which a Loan is made or to be made,

"Euro Fund" means Apollo European Real Estate Fund III (Euro) LP, a limited partnership registered in England and Wales with registration number LP12165 and having its registered office at Two Manhattanville Road, Suite 203, Purchase, New York 10577 acting through the General Partner as its general partner,

"Facility" means the term loan facility made available by the Banks subject to the terms of the Loan Agreement,

"Family Mosaic" means Family Mosaic Housing of Albion House, 20 Queen Elizabeth Street, London SE1 2RJ (IP number 30093R),

"Fee Letter" means any letter or letters dated on or about the date of this agreement between the Agent and the Borrower setting out any of the fees referred to in clause 11 of the Loan Agreement (Fees),

"Finance Documents" means

(a) the Security Interest Agreement,

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- (b) any Fee Letter
- (c) the Hedging Letter,
- (d) any Transfer Certificate,
- (e) the Security Documents
- (f) any Hedging Agreement entered into by the Borrower with a Hedge Counterparty in connection with the Facility, and
- (g) any other agreement, document or deed entered into by any Obligor or Hammer with a Finance Party under the terms of this agreement or designated as such by the Agent and the Borrower

"Finance Party" means each of the Agent, the Hedge Counterparties, the Arrangers and the Banks

"Financing Costs" means any

- (a) net amounts payable by the Borrower under any Hedging Agreement not being amounts due as a result of any termination, close out and/or determination of any such Hedging Agreement and
- (b) interest, fees, commissions, costs or expenses payable by the Borrower in respect of the Facility under the Finance Documents less, in the case of interest, the amount of any periodic payment received by the Borrower under any Hedging Agreement.

"Fire Consultant" means in respect of the Development, Hoare Lea & Partners Limited (company number 01854244) of 140 Aztec West Business Park, Almondsbury, Bristol BS32 4TX or such other person as is appointed as the fire consultant in respect of the Development with the approval of the Agent (acting reasonably after consultation with the Project Monitor)

"General Account" means an account of the Borrower maintained by the Borrower with the Account Bank and numbered 50903260 or any replacement account opened by the Borrower at the request of or with the consent of the Agent

"Geotechnical and Tunnel Engineer" means, in respect of the Development, Geotechnical Consulting Group LLP, a limited liability partnership incorporated in England and Wales with company number OC356005 whose registered office is at 52A Cromwell Road, London, SW7 5BE or such other person appointed as geotechnical and tunnel engineer in respect of the Development with the approval of the Agent (acting reasonably after consultation with the Project Monitor),

"Guarantors" means the Shareholder and the AREA Guarantors (each a "Guarantor"),

"Hammer" means Hammer B V a private company with limited liability incorporated under the laws of the Netherlands having its official seat in Amsterdam, the Netherlands and its office at Jan van Goyenkade 12, 1075 HP Amsterdam, The Netherlands, registered with the Dutch Trade Register of the Chambers of Commerce under number 50423606,

"Hedging Agreement" means an interest rate swap, cap, collar or floor agreement or other contract for the purpose of protection against or benefit from fluctuation in any rate or price,

"Hedge Counterparty" means

- (a) any Original Hedge Counterparty, and
- (b) any bank, financial institution, trust, fund or other entity which participates in the hedging of the Loans from time to time with the consent of the Original Hedge Counterparties,

"Hammer Debenture" means a second ranking debenture from the Borrower in favour of Hammer in the agreed form,

"Hedging Letter" means a letter dated on or about the date of this agreement between the Agent and the Borrower setting out the hedging strategy in respect of the Facility

"Independent Certifier" means, in respect of the Development, Hunter & Partners Limited, a private company incorporated in England and Wales with company number 02290829 whose registered office is at 26-28 Hammersmith Grove, London W6 7HO or such other person appointed as independent certifier in respect of the Development with the approval of the Agent (acting

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reasonably after consultation with the Project Monitor)

"Landscape Architect" means in respect of the Development, Hassell Limited (company number 7545819) whose registered office is c/o CVS Solicitors LLP, 17 Albemarle Street, London, W1S 4HP or such other person as is appointed as the landscape architect in respect of the Development with the approval of the Agent (acting reasonably after consultation with the Project Monitor)

"Loan" means a loan made or to be made under the Facility (including any Property Protection Loan) or the principal amount outstanding for the time being of that loan,

"Loan Agreement" means the loan agreement dated 15 March 2013 made between the Borrower (1), the Original Banks (2), the Agent (3), the Arrangers (4) and the Original Hedge Counterparties (5)

"Managing Agent" means any person who is appointed by the Borrower as managing agent in respect of the whole or any part of the Property, in accordance with the terms of clause 22.6 of the Loan Agreement (Managing Agent)

"Managing Agent's Duty of Care Deed" means a duty of care deed in a form and substance satisfactory to the Agent to be entered into by the Borrower and any Managing Agent on the appointment of such Managing Agent

"Material Professionals" means any Development Manager (other than Mount Anvil Limited), the Acoustic Consultant, the Architect, the CDM Coordinator, the Independent Certifier, the Fire Consultant, the Landscape Architect, the Services Engineer, the Post-tensioning Floor Consultant, the Geotechnical and Tunnel Engineer, the Structural Engineer and the W&M Consultant and any other member of the Professional Team designated as such by the Agent (acting reasonably after consultation with the Project Monitor)

"Most Recent Agreed Private Appraisal" means at any time the Original Private Appraisal or the most recent Updated Private Appraisal which has been approved by the Agent,

"Obligation" means all obligations of the Shareholder owed or expressed to be owed to the Finance Parties under or in connection with the Finance Documents including hereunder, whether owed jointly or severally, as principal or surety or in any other capacity,

"Obligors" means each of the Borrower, the Shareholders and the AREA Guarantors (each an "Obligor"),

"Original Bank" means a Bank which is a Party at the date of the Security Interest Agreement,

"Original Hedge Counterparties" means The Royal Bank of Scotland plc acting through its branch at 280 Bishopsgate, London EC2M 4RB and Barclays Bank PLC acting through its branch at 1 Churchill Place, London E14 5HP (each an "Original Hedge Counterparty")

"Original Private Appraisal" means the appraisal in respect of the Private Development prepared by the Borrower and approved by the Agent containing, amongst other things

- (a) the building programme
- (b) cash flow forecasts,
- (c) the amount of any development costs in respect of the Private Development incurred and paid to the date of the appraisal
- (d) the amount of the development costs in respect of the Private Development required to complete the Private Development estimated as at the date of the appraisal,
- (e) the acquisition costs attributable to the Property,
- (f) the Financing Costs, and
- (g) Contingency of not less than £2,071,382,

"Party" means a party to the Security Interest Agreement

"Performance Bond" means a bond to be provided by a party acceptable to the Agent in connection with obligations of the

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Contractor under the Building Contract in a form acceptable to the Agent,

"Permitted Security" means

- (a) the Hammer Debenture but only for so long as it is subject to the terms of the Shareholder Priority Deed
- (b) the Security in favour of the Agent as security trustee for the Finance Parties
- (c) prior to the first Drawdown Date, Security in favour of IBRC Asset Finance plc (formerly Anglo Irish Asset Finance plc), National Asset Loan Management Limited and the Vendor, and
- (d) a lien arising in the ordinary course of business by operation of law and discharged as soon as possible but in any event within 30 days,

"Plans" means the plans annexed to the Building Contract together with such other plans, drawings, specifications, bills of quantity, engineering calculations and other information relating to the Development approved by the Agent and including any variations from, or alterations and additions to and revisions of the Plans approved by the Agent from time to time,

"Post-tensioning Floor Consultant" means in respect of the Development, CCL (GB) Limited (company number 06371571) of Unit 8 Millennium Drive, Holbeck, Leeds, West Yorkshire LS11 5BP or such other person as is appointed as the post-tensioning floor consultant in respect of the Development with the approval of the Agent (acting reasonably after consultation with the Project Monitor)

"Private Development" means the scheme of works approved by the Agent to be carried out at the Property in accordance with the Development Plan and comprising the construction of the Residential Units, the Car Parking Spaces and the Commercial Units including all demolition, site clearance and preparation works

"Private Development Costs" means the costs payable under the Building Contract and all other amounts (including without limitation, Financing Costs) payable under, and contemplated by, the Development Plan in each case in relation to the Private Development, all as shown in the Most Recent Agreed Private Appraisal and any other cost or expense incurred by or on behalf of the Borrower in connection with the Private Development which is approved by the Agent but not including, for the avoidance of doubt that part of the purchase price of the Property which is attributable to the Affordable Property or any other Affordable Development Costs,

"Professional Team" means, in respect of the Development, any Development Manager, the Acoustic Consultant, the Approved Inspector, the Architect, the CDM Coordinator, the Independent Certifier, the Fire Consultant, the Landscape Architect, the Services Engineer, the Post-tensioning Floor Consultant, the Structural Engineer, the Geotechnical and Tunnel Engineer and the W&M Consultant and such other professional advisers whose services are from time to time appointed in connection with the Development

"Project Monitor" means Stace LLP or any other consultant appointed by the Agent pursuant to clause 22 1(a) of the Loan Agreement (Project Monitor),

"Property" means

- 1 Land at 112 to 123 Britannia Walk, 5 and 6 Ebenezer Street and 161 to 189 (odd numbers) City Road, Shoreditch, London, registered at the Land Registry with freehold title absolute number NGL235079 and
- 2 Land at 159 City Road, Shoreditch, London, registered at the Land Registry with freehold title absolute number LNI88120

"Property Protection Loan" has the meaning given to it in clause 2 3 of the Loan Agreement (Property Protection Loans),

"Related Rights" means any and all rights of the Shareholder derived from, attributable to or connected with the Shares and any Additional Shares including, without limitation, any rights to receive additional shares or other securities, assets or rights or any offers in respect thereof (whether by way of bonus issue, option rights, exchange, substitution, conversion or otherwise) or to receive monies (whether by way of payment of income, redemption, return of capital, dividend, distribution, income or otherwise) in respect of the Shares and any Additional Shares,

"Rent Account" means any interest bearing deposit account of the Borrower opened or to be opened with the Account Bank in accordance with clause 18 3(a) of the Loan Agreement (Accounts) and designated as the "Rent Account" for the purposes of this agreement or any replacement account opened by the Borrower at the request of or with the consent of the Agent

"Residential Units" means the 206 private residential units built or to be built on the Property as part of the Private Development (each a "Residential Unit")

"Sale Proceeds Account" means any interest bearing deposit account of the Borrower opened or to be opened with the Account Bank in accordance with clause 18 3(a) of the Loan Agreement (Accounts) and designated as the "Sale Proceeds Account" for the purposes of this agreement or any replacement account opened by the Borrower at the request of or with the consent of the Agent,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any

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other agreement or arrangement having a similar effect,

"Security Documents" means

- (a) the Debenture
- (b) the Account Charge,
- (c) the Share Charges,
- (d) the COI Guarantee
- (e) the Subordination Deed,
- (f) the Subordinated Debt Assignment,
- (g) the Step-In Deed,
- (h) the Shareholder Priority Deed,
- (i) any Collateral Warranties
- (j) any Managing Agent's Duty of Care Deed, and
- (k) any other document which grants security rights or rights by way of guarantee and/or indemnity or other assurance against loss in respect of any liabilities of any Obligor under the Finance Documents,

"Security Period" means the period beginning on the date of the Security Interest Agreement and ending on the date on which the Agent is satisfied that the Obligation and the Secured Liabilities are irrevocably discharged in full and that no Finance Party is under any obligation to provide financial accommodation to the Company

"Services Engineer" means in respect of the Development, Hoare Lea & Partners Limited (company number 01854244) of 140 Aztec West Business Park, Almondsbury, Bristol BS32 4TX or such other person as is appointed as the services engineer in respect of the Development with the approval of the Agent (acting reasonably after consultation with the Project Monitor),

"Share Charges" means the Jersey law share security interest agreements from the Shareholders over the whole of the issued share capital in the Borrower in favour of the Agent as security trustee for the Finance Parties in the agreed form (each a "Share Charge")

"Shares" means 12,500,000 ordinary B shares of no par value in the capital of the Company which shares are issued to and registered in the name of the Shareholder,

"Shareholders" means the Shareholder and the AREA Shareholder (each a "Shareholder")

"Shareholder Priority Deed" means a deed of priority between the MA Shareholder, Hammer and the Agent as security trustee for the Finance Parties relating to the MA Shareholder Debenture and the Share Charges in the agreed form

"Step-in Deed" means a step-in deed relating to step-in rights in relation to the Development Documents and the Affordable Development Agreement between the Borrower, Family Mosaic and the Agent in the agreed form

"Structural Engineer" means in respect of the Development, Waterman Structures Limited (company number 02193976) of Pickfords Wharf, Clink Street, London SE1 9DG or such other person as is appointed as the structural engineer in respect of the Development with the approval of the Agent (acting reasonably after consultation with the Project Monitor),

"Subordination Deed" means a subordination deed between the Borrower, the Shareholders and the Agent as security trustee for the Finance Parties in the agreed form,

"Subordinated Debt Assignment" means the Jersey law assignment of all amounts due from the Borrower to the MA Shareholder in respect of a VAT facility granted by the MA Shareholder in favour of the Agent as security trustee for the Finance Parties in the agreed form,

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"Transfer Certificate" means a certificate substantially in the form set out in part 1 of schedule 6 (Form of Transfer Certificate) of the Loan Agreement or any other form agreed between the Agent and the Borrower,

"Updated Private Appraisal" means at any time the Original Private Appraisal revised to reflect

- (a) cash flow forecasts at such time
- (b) the amount of any Private Development Costs incurred and paid to such date, and
- (c) the amount of the Private Development Costs required to complete the Private Development estimated as at such date

"USD Fund" means Apollo European Real Estate Fund III, L P , a limited partnership formed in Delaware with file number 4363191 and having its principal place of business at c/o Corporate Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, acting through the General Partner as its general partner,

"Vendor" means McCabe Eagle House Limited registered in England with company number 05045593 (in administration), and

"W&M Consultant" means in respect of the Development, RWDI Anemos Limited (company number 04316617) of Unit 4, Lawrence Industrial Estate, Lawrence Way, Dunstable, Bedfordshire LU6 1BD or such other person as is appointed as the wind and movement consultant in respect of the Development with the approval of the Agent (acting reasonably after consultation with the Project Monitor)

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7 Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

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 870).

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 866). 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).

9 Signature

Please sign the form here

Signature

Signature

X Taylor Wessing LLP X

This form must be signed by a person with an interest in the registration of the charge

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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 RMG/EJM

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



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. 7209710
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY INTEREST
AGREEMENT DATED 15 MARCH 2013 AND CREATED BY
MOUNT ANVIL NEW HOLDINGS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO
THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 21 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 MARCH 2013

