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COMPANIES FORM No. 395

A/C 00400024

Particulars of a mortgage or charge

395

A fee of £10 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



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this margin

CHFP025

To the Registrar of Companies

For official use

Company Number

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

*Insert full name of
company

4065907

Name of company

Ballymore Properties (Lanark Square) Limited (the "**Chargor**")

Date of creation of the charge

17 August 2001

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

Deed of Debenture dated 17 August 2001 between the Chargor and the Bank (the "**Debenture**")

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of the Chargor to the Bank except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (the "**Secured Liabilities**")

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

Anglo Irish Bank Corporation plc, 10 Old Jewry, London EC2R 8DN and its successors, transferees and assigns (the "**Bank**")

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

Theodore Goddard
Box 500 Companies House
21 Bloomsbury Street
London WC1B 3XD

Ref 188/752/7031.6239

ALD5/335504 v1

For official use

Mortgage Section

Post room



PMO
COMPANIES HOUSE
COMPANIES HOUSE

0098
7/9/01
07/09/01

Time critical reference

Short particulars of all the property mortgaged or charged

1. SECURITY

1.1 The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in paragraph 2 of this Form 395 charged in favour of the Bank by way of a first legal mortgage the property specified in Schedule 1 of this Form 395; and

1.2 Likewise by way of a first fixed charge:

- (a) (to the extent that they are not within paragraph 1.1 of this Form 395) all interests in any freehold or leasehold property at the date of the Debenture or thereafter belonging to it;

(Continued on Continuation Sheet 1)

Particulars as to commission allowance or discount (note 3)

N/A

Signed Theodore Goddard Date 6 September 2007

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

† 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 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 Cheques and Postal Orders are made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

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Particulars of a mortgage or charge (continued)

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

CHFP025

Please complete
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Company Number

4065907

Name of Company

* delete if
inappropriate

Ballymore Properties (Lanark Square) Limited (the "Chargor")

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

- (b) all rights under any agreement relating to the acquisition of the Mortgaged Property by or for the Chargor and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents at the date of the Debenture or thereafter in existence in relation to the Mortgaged Property;
- (c) all plant and machinery belonging to the Chargor and its interest in any plant or machinery in its possession and in all Fixtures;
- (d) all benefits, claims and returns of premiums in respect of the Insurances;
- (e) its rights under any appointment of a managing agent of the Mortgaged Property or any Premises;
- (f) all moneys standing to the credit of any account (including the Security Accounts and notwithstanding that the existence of such an account may be in breach of the Debenture) with any person and the debts represented by them;
- (g) its goodwill and its uncalled capital;
- (h) its book and other debts, both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to the Chargor;
- (i) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by the Chargor in relation to anything in sub-paragraph 1.2(h);
- (j) its rights under any hedging agreements;
- (k) any beneficial interest, claim or entitlement of the Chargor in any pension fund;
- (l) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the business of the Chargor or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it;
- (m) the benefit, to the extent vested in the Chargor, of all building contracts, professionals' appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers or any other person in relation to the Mortgaged Property, including all rights and remedies available to the Chargor against such persons;
- (n) its rights and benefits under any patents, trade marks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on any Mortgaged Property) and any other similar intellectual property assets or rights; and

(Continued on Continuation Sheet 2)

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Particulars of a mortgage or charge
(continued)

Continuation sheet No 2
to Form No 395 and 410
(Scot)

CHFP025

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Company Number

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Name of Company

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Ballymore Properties (Lanark Square) Limited (the "Chargor")

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

- (o) all shares, bonds and other securities owned by, or vested in, the Chargor.

1.3 Assignment

The Chargor, in the manner specified in paragraph 2 of this Form 395 assigned to the Bank by way of security:

- (a) all Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease; and
- (b) all its rights (if any) under any insurance relating to the Mortgaged Property which the seller of that Mortgaged Property assigned to the Chargor in the sale and purchase agreement for that Mortgaged Property or to which the Chargor is otherwise entitled.

2. TITLE GUARANTEE

2.1 Every disposition effected by the Debenture is made with full title guarantee.

2.2 The other terms of the Debenture do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

3. FLOATING CHARGE

3.1 The Chargor as security for the payment of the Secured Liabilities and in the manner specified in paragraph 2 above charged in favour of the Bank by way of a first floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge as referred to in paragraphs 1 and 2 of this Form 395.

4. RESTRICTIONS ON DEALINGS

In the Debenture, the Chargor undertook not to create or permit to subsist any financial encumbrance of whatsoever nature on any Security Asset other than as created by the Debenture.

5. DISPOSALS

- (a) The Chargor shall not, either in a single transaction or in a series of transactions, whether related or not and whether voluntarily or involuntarily, sell, transfer, lease or otherwise dispose of all or any part of its assets except with the Bank's prior written consent.
- (b) The Bank consents to the disposal of the Mortgaged Property in an arm's length transaction at a fair open market price at or above its Initial Valuation provided that the Sales Proceeds are applied in repayment of all of the Secured Liabilities.

(Continued on Continuation Sheet 3)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410
(Scot)

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Company Number

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Name of Company

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Ballymore Properties (Lanark Square) Limited (the "Chargor")

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

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

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6. DEFINITIONS

In this Form 395 the following words have the following meanings:

"Fixtures" means all fixtures and fittings (including those of trade) and fixed plant and machinery on the Mortgaged Property.

"Initial Valuation" means the aggregate Valuation of the Mortgaged Property as made by the Bank's valuer prior to the date of the Debenture and comprising the individual valuations which are set out in Schedule 1 to this Form 395.

"Insurances" means all contracts and policies of insurance taken out by or for the Chargor or in which the Chargor has an interest (to the extent of that interest).

"Mortgaged Property" means any freehold or leasehold property (including the Premises) the subject of the security created by the Debenture.

"Occupational Lease" means any agreement for lease, lease, licence, tenancy, overriding lease or occupational arrangement to which the Mortgaged Property may be subject from time to time including the arrangements specified in Schedule 2 to this Form 395 and, if the Chargor itself has a leasehold interest in the Mortgaged Property, includes, where the context admits the lease subject to which it holds the Mortgaged Property.

"Premises" means any building or other edifice on the Mortgaged Property or other Security Asset.

"Rental Income" means at any time:

- (a) the aggregate of the gross rents, licence fees and other monies reserved by or arising out of all Occupational Leases and agreements to which the Chargor's interest in the Mortgaged Property is in reversion (whether mediate or immediate) and otherwise deriving out of the Mortgaged Property and to which the Chargor is entitled; and
- (b) all other monies derived by the Chargor from any third parties relating to the use and/or occupation of the Mortgaged Property (including, without limitation, profits, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and any covenantor under any Occupational Lease and sums received from any deposit held as security for the performance of tenants' obligations)

but excluding in any case, any sum by way of service charge, value added tax, insurance payments or the like.

"Sales Proceeds" means any and all sums (other than Rental Income) payable to the Chargor, whether by purchasers or others, upon the disposal (whether by transfer, assignment or otherwise) of, or the grant or creation of any interest in, the Mortgaged Property or any part of it, and including:

(Continued on Continuation Sheet 4)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 4
to Form No 395 and 410
(Scot)

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Company Number

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Name of Company

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Ballymore Properties (Lanark Square) Limited (the "Chargor")

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

- (a) any other sums of a capital nature derived from the Mortgaged Property or any dealing with it; and
- (b) any compensation or damages received for any use or disturbance, blight or compulsory purchase affecting the Mortgaged Property or any part of it,

in each case after deduction of all reasonable costs and expenses directly and properly incurred in connection with such disposal, grant or creation.

"Security Account" means any account established or maintained in the name of the Chargor.

"Security Assets" means all assets of the Chargor the subject of any security created by the Debenture (and includes the Mortgaged Property).

Schedule 1 Real Property

1. All those leasehold premises known as 1 Turnberry Quay, Glengall Bridge (formerly Unit 3 Glengall Bridge) as the same comprises all the premises demised by a Lease of even date herewith for a term expiring on 1 July 2186 made between Royal Bank of Canada (Jersey) Limited (1) and the Chargor (2).
£475,000
2. All those leasehold premises known as Waterside Restaurant, Glengall Bridge as the same comprises all the premises demised by a Lease of even date herewith for a term expiring on 1 July 2186 made between Royal Bank of Canada Trust Company (Jersey) Limited (1) and the Chargor (2).
£535,000
3. All those leasehold premises known as 1 Lanark Square Glengall Bridge (formerly Unit 4 Glengall Bridge) as the same comprises all the premises demised by a Lease of even date herewith for a term expiring on 1 July 2186 made between Royal Bank of Canada Trust Company (Jersey) Limited (1) and the Chargor (2).
£1,400,000
4. All those leasehold premises known as 2 Lanark Square, Glengall Bridge (formerly Unit 6 Glengall Bridge) as the same comprises all the premises demised by a Lease of even date herewith for a term expiring on 1 July 2186 made between Royal Bank of Canada Trust Company (Jersey) Limited (1) and the Chargor (2).
£770,000
5. All those leasehold premises known as 3 Lanark Square, Glengall Bridge (formerly Unit 7 Glengall Bridge) as the same comprises all the premises demised by a Lease of even date herewith for a term expiring on 1 July 2186 made between Royal Bank of Canada Trust Company (Jersey) Limited (1) and the Chargor (2).
£340,000

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Particulars of a mortgage or charge (continued)

Continuation sheet No 5
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Ballymore Properties (Lanark Square) Limited (the "Chargor")

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

6. All those leasehold premises known as 4 Lanark Square, Glengall Bridge (formerly Unit 8 Glengall Bridge) as the same comprises all those premises demised by a Lease of even date herewith for a term expiring on 1 July 2186 made between Royal Bank of Canada Trust Company (Jersey) Limited (1) and the Chargor (2).
£340,000
7. All those leasehold premises known as 5 Lanark Square, Glengall Bridge (formerly Unit 9 Glengall Bridge) as the same comprises all those premises demised by a Lease of even date herewith for a term expiring on 1 July 2186 made between Royal Bank of Canada Trust Company (Jersey) Limited (1) and the Chargor (2).
£340,000

Occupational Leases

	Date	Parties	Demise
1 Turnberry Quay	10.03.1989	Midland Bank Trust Company Limited ("MBTC") (1) Mitie Cleaning & Maintenance Services Limited (2)	Whole
3 Lanark Square	19.01.2001	Royal Bank of Canada Trust Company (Jersey) Limited ("RBC") (1) Network Centric Solutions Limited (2)	Whole
1 Lanark Square	03.02.1992	MBTC (1) Mitie Group PLC (2)	2nd + 3rd Floors
	22.12.1995	MBTC (1) Glengall Bridge Limited (2)	Ground + 1st Floor
2 Lanark Square	20.01.1989	MBTC (1) Bridge Information Systems (UK) Limited	Whole
Waterside Restaurant	03.04.1995	MBTC (1) Tunfall Limited (2)	Whole
4 Lanark Square	07.07.1989	MBTC (1) Ganton House Investments Limited (2)	Whole
5 Lanark Square	15.08.1989	MBTC (1) Brook Street Bureau PLC (2)	Whole

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04065907

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED THE 17th AUGUST 2001 AND CREATED BY BALLYMORE PROPERTIES (LANARK SQUARE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANGLO IRISH BANK CORPORATION PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th SEPTEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th SEPTEMBER 2001 .



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —