

# M

CHFP025

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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

Company number

[115]

4065907

Name of company

\* Ballymore Properties (Lanark Square) Limited whose registered office is at St Johns House, 5 South Parade, Summertown, Oxford OX2 7JL(Chargor)

Date of creation of the charge

7 August 2008

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

Deed of debenture between the Chargor and the Portfolio Security Trustee (as defined below) (Deed)

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 Guarantors to the Secured Creditors under the New Finance Documents except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (Secured Liabilities)

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

Anglo Irish Bank Corporation plc of 10 Old Jewry, London as portfolio security trustee under the Master Guarantee Deed (Portfolio Security Trustee)

Postcode EC2R 8DN

Presenter's name address and  
reference (if any)

Addleshaw Goddard LLP  
Box 500, Companies House, 21  
Bloomsbury Street, London,  
WC1B 3XD

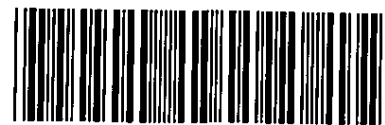
GOLDC/GROVE/322161-151

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

WEDNESDAY



\*LIWQK2FQ\*

LD5

20/08/2008

14

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 Fixed Security

1.1 Creation

The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 2.3 of the Deed (as referred to in paragraph 1.3 of this Form 395),

(a) charged in favour of the Portfolio Security Trustee as security trustee for the Secured Creditors by way of first legal mortgage all the Mortgaged Property;

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

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Particulars as to commission allowance or discount (note 3)

Nil

Signed Addleshaw Goddard LLP

Date 20 August 2008

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 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 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**.

Name of company

\*insert full name  
of Company

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## 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)

Definitions:

**Ballymore Wider Group** means each of the following companies

- (a) BPHL and each of its Subsidiaries
- (b) DL and each of its Subsidiaries and
- (c) such other persons as the Portfolio Security Trustee and the Guarantors' Agent may agree from time to time

**Bank** means Anglo Irish Bank Corporation plc

**BL** means Ballymore Limited as designated in schedule 1 (Original Guarantors) of the Master Guarantee Deed

**BL Subordination Deed** means the subordination deed entered into on 7 August 2008 between BL as obligor, Zelah Limited and another as subordinated creditors and the Portfolio Security Trustee as senior creditor

**BPL** means Ballymore Properties Limited as designated in schedule 1 (Original Guarantors) of the Master Guarantee Deed

**BPHL** means Ballymore Properties Holdings Limited, a company incorporated under the laws of England and Wales with registration number 04910171

**DL** means Docket Limited, a company incorporated under the laws of Jersey with registration number 77570

**Existing Facility Agreement** means a facility agreement dated 8 August 2001 and made between the Chargor as borrower and the Bank as lender as amended and supplemented from time to time

**Existing Finance Documents** means

- (a) each of the Finance Documents (existing or future) as defined in each Existing Facility Agreement (or, where no such defined term appears in an Existing Facility Agreement, such Existing Facility Agreement and any guarantee, security document, indemnity or hedging agreement (not being a New Finance Document) entered into between any applicable Guarantor and the applicable Secured Creditor in relation to such Existing Facility Agreement) (including in any such case, without limitation, those documents specified in column 7 of schedule 2 (Original Secured Creditors) of the Master Guarantee Deed opposite such Existing Facility Agreement); and

Name of company

\*insert full name  
of Company\* Ballymore Properties (Lanark Square) Limited whose registered office is  
at St Johns House, 5 South Parade, Summertown, Oxford OX2 7JL(Chargor)

- (b) any other document designated an Existing Finance Document by reference to an Existing Facility Agreement by the Portfolio Security Trustee and the Guarantors' Agent

**Finance Documents** means the Existing Finance Documents and the New Finance Documents

**Financial Indebtedness** includes any indebtedness in respect of.

- (a) any acceptance credit
- (b) the acquisition cost of any asset, be it payable before or after the time of acquisition or possession, where the advance or deferred payment for that cost is arranged in order to raise finance or to finance the acquisition of that asset
- (c) currency swap or interest swap, cap or collar arrangements
- (d) any debenture, bond, note, loan stock or other security
- (e) any guarantee, indemnity or similar assurance against financial loss of any person
- (f) leases taken (or granted) in order to raise finance or to finance the acquisition of the asset leased
- (g) moneys borrowed and debit balances at banks
- (h) receivables sold or discounted (otherwise than on a non recourse basis) and
- (i) amounts raised under any other transaction having the commercial effect of a borrowing or raising of money

**Guaranteed Instrument** means each of the following

- (a) each of the VL Finance Documents and
- (b) any other existing or future facility agreement, hedging agreement or other instrument constituting or evidencing Financial Indebtedness the creditor under which is a Secured Creditor and the obligor under which is a member of the Ballymore Wider Group (other than a Guarantor) and which agreement or instrument is so designated by the Portfolio Security Trustee and the Guarantors' Agent

**Guarantor** means

- (a) an Original Guarantor or
- (b) each person that becomes a Guarantor party to the Master Guarantee Deed pursuant to clause 16 2 (New Guarantors) of the Master Guarantee Deed

**Guarantors' Agent** means BPL

Name of company

\*insert full name  
of Company

\* Ballymore Properties (Lanark Square) Limited whose registered office is at St Johns House, 5 South Parade, Summertown, Oxford OX2 7JL (Chargor)

**Master Guarantee Deed** means the UK master guarantee deed executed or to be executed on or about the date of the Deed by the Chargor and the other persons defined as Original Guarantors therein, Anglo Irish Bank Corporation plc and the other persons defined therein as Original Secured Creditors and the Portfolio Security Trustee

**Millharbour** means Ballymore Millharbour Limited, a company incorporated in England and Wales with registration number 5381058

**Mulryan Legal Charge** means the legal charge made or to be made between the Portfolio Security Trustee and the Personal Obligor

**Millharbour Undertaking** means the deed of undertaking entered or to be entered into between the Portfolio Security Trustee and Millharbour

**Mulryan Personal Guarantee** means the guarantee to be made on or about the date hereof between the Portfolio Security Trustee and the Personal Obligor

**New Debenture** means a debenture dated on or after the date of the Master Guarantee Deed and made between the Portfolio Security Trustee and one or more of the Guarantors

**New Facility Agreements** means

- (a) the WCF and
- (b) any other facility agreement entered into after the date of the Master Guarantor Deed by one or more Guarantors as borrowers and one or more of the Secured Creditors and designated a New Facility Agreement by the Portfolio Security Trustee and the Guarantors' Agent

**New Finance Documents** means at any time

- (a) the Master Guarantee Deed
- (b) each interest rate hedging agreement entered or to be entered into between a Guarantor and Anglo Irish Bank Corporation plc (other than in the case where such interest rate hedging agreement constitutes an Existing Finance Document)
- (c) each New Facility Agreement
- (d) each New Security Document
- (e) the Millharbour Undertaking
- (f) the BL Subordination Deed
- (g) each Subordination Amendment Deed
- (h) each Guaranteed Instrument and

any other document designated a New Finance Document by the Portfolio Security Trustee and the Guarantors' Agent

Name of company

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of Company

\* Ballymore Properties (Lanark Square) Limited whose registered office is  
at St Johns House, 5 South Parade, Summertown, Oxford OX2 7JL (Chargor)

**New Secured Creditor** means

- (a) the Portfolio Security Trustee and
- (b) a person who becomes a Secured Creditor party to the Master Guarantee Deed under clause 16 3 (Secured Creditors) of the Master Guarantee Deed

**New Security Documents** means

- (a) each New Debenture
- (b) the Mulryan Personal Guarantee
- (c) the Mulryan Legal Charge and

any other document designated as such by the Portfolio Security Trustee and the Guarantors' Agent

**Original Guarantor** means the persons listed in schedule 1 of the Master Guarantee Deed as original guarantors

**Original Secured Creditors** means the institutions listed in column 4 of schedule 2 of the Master Guarantee Deed as original secured creditors

**Personal Obligor** means Sean Martin Mulryan of Ardenade Stud, Ballymore Eustace, County Kildare, Ireland

**Secured Creditors** means the each of the Original Secured Creditors and each New Secured Creditor

**Subordination Amendment Deed** has the meaning given to it in the WCF

**Subsidiary** means a subsidiary within the meaning of section 736 of the Companies Act 1985

**VL** means Vitely Limited a company incorporated under the laws of England with registration number 4027815

**WCF** means the facility agreement specified in part 2 of schedule 2 (New Facility Agreements) of the Master Guarantee Deed

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

\* Ballymore Properties (Lanark Square) Limited whose registered office is  
at St Johns House, 5 South Parade, Summertown, Oxford OX2 7JL (Chargor)

## Addendum 4/4

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

1.1 (b) charged in favour of the Portfolio Security Trustee by way of a first fixed charge

- (i) (to the extent that they are not within paragraph 2 1(a) of the Deed (as referred to in paragraph 1 1(a) of this Form 395) all interests in any freehold or leasehold property now or in the future belonging to it,
- (ii) all rights and benefits under each and 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 now or hereafter in existence in relation to the Mortgaged Property,
- (iii) all plant and machinery belonging to the Chargor and its interest in any plant or machinery in its possession and in all Fixtures,
- (iv) all benefits, claims and returns of premiums in respect of the Insurances,
- (v) its rights under any appointment of a managing agent of the Mortgaged Property or any Premises,
- (vi) all moneys standing to the credit of the Blocked Accounts, Surplus Investment Property Income Account and the Security Account,
- (vii) 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 Deed) with any person and the debts represented by them,
- (viii) its goodwill and its uncalled capital,
- (ix) its book and other debts, both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to the Chargor,
- (x) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by the Chargor in relation to anything in sub paragraph 2 1(b) (viii) of the Deed (as referred to in paragraph 1 1(b) (viii) of this Form 395),
- (xi) its rights under any Hedging Agreement and any other hedging arrangements;
- (xii) any beneficial interest, claim or entitlement of the Chargor in any pension fund,
- (xiii) 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

Name of company

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compensation which may be payable to it,

- (xiv) 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,
  - (xv) 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
  - (xvi) all shares, bonds and other securities owned by, or vested in, the Chargor
  - (xvii) each VAT refund payable by H M Revenue and Customs to the Chargor (together with all rights to claim such VAT refund and the proceeds of any judgment awarded in favour of the Chargor in relation to such VAT refund),
  - (xviii) to the extent that any assignment in clause 2.2 (Assignment) of the Deed (as referred to in paragraph 1.2 of this Form 395) is ineffective as an assignment, the assets referred to in that class
  - (c) mortgaged and charged to the Portfolio Security Trustee the Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage, and
  - (d) mortgaged and charged to the Portfolio Security Trustee all the Related Rights accruing to all or any of the Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge,
- provided that
- (1) no dividends or other distributions may be paid unless permitted under the terms of the Existing Facility Agreement, and
  - (ii) no voting rights attaching to the Shares may be exercised by the Chargor unless permitted under the terms of the Existing Facility Agreement

## 1.2 Assignment

The Chargor, in the manner specified in clause 2.3 (Title Guarantee) of the Deed (as referred to in paragraph 1.3 of this Form 395), assigned to the Portfolio Security Trustee as security trustee for the Secured Creditors by way of security for the payment and performance of the Secured Liabilities all of its rights, title and



Name of company

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interest (if any) in and to

- (a) each Occupational Lease (if applicable), all Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease,
- (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

### 1.3 Title Guarantee

- (a) All Security created by the Chargor under clause 2 1 and 2 2 of the Deed (as referred to in paragraphs 1 1 and 1 2 of this Form 395) is
  - (1) a continuing security for payment and discharge of the Secured Liabilities,
  - (11) granted with full title guarantee,
  - (111) granted in respect of all right, title and interest (if any), present and future, of the Chargor in and to the relevant Security Assets, and
  - (1v) granted in favour of the Portfolio Security Trustee as security trustee for the Secured Creditors
- (b) The other terms of the Deed 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

## 2 Floating charge

### 2.1 Creation

The Chargor as security for the payment of the Secured Liabilities and in the manner specified in clause 2 3 (Title Guarantee) of the Deed (as referred to in paragraph 1 3 of this Form 395) charged in favour of the Portfolio Security Trustee as security trustee for the Secured Creditors by way of a first floating charge all its assets from time to time not otherwise effectively mortgaged or charged by way of fixed legal mortgage, fixed charge or assignment by way of security in clause 2 (Fixed Security) of the Deed (as referred to in paragraph 1 of this Form 395)

### 2.2 Conversion by notice

The Portfolio Security Trustee may by notice to the Chargor convert the floating charge created by the Deed into a fixed charge in relation to all or any of the Chargor's assets specified in the notice if:

Name of company

\*insert full name  
of Company

\* Ballymore Properties (Lanark Square) Limited whose registered office is  
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- (a) the Portfolio Security Trustee has reasonable grounds for considering those assets to be in jeopardy, by legal process or otherwise, or
- (b) a Portfolio Event of Default is continuing, or
- (c) the Portfolio Security Trustee becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Portfolio Security Trustee, be likely to lead to the presentation of a petition to appoint an administrator in relation to the Chargor (or such an administrator has been appointed) or to wind up the Chargor (or that such a petition has been presented)

### 2.3 Automatic conversion

The floating charge created by the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over the assets, rights and property of the Chargor (other than in respect of assets situate in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to Section 72 of the Insolvency Act 1986 by reason of automatic conversion) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up

### 3 Security

The Deed created the various forms of security it purported to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor, or otherwise

### 4 Further assurances

The Chargor shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Portfolio Security Trustee or a Receiver may reasonably require for

- (a) perfecting or protecting the security intended to be created by the Deed over any Security Asset,
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Portfolio Security Trustee or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset; including the execution of any transfer, conveyance, assignment or assurance of any Mortgaged Property whether to the Portfolio Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Portfolio Security Trustee may think expedient.

### 5 Negative pledge

The Chargor undertook that it would not

Name of company

\*insert full name  
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- (a) create or permit to subsist any mortgage, charge or other encumbrance over any of its assets without the consent of the Bank, other than Security in favour of the Bank,
- (b) agree to sell or otherwise dispose of any part of the Mortgaged Property without the prior written consent of the Bank;
- (c) make any material change to the nature of its business as carried on at 8 August 2001, and
- (d) not merge or amalgamate with any other person

## 6 Miscellaneous

### 6.1 Additional Security

The security constituted by the Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Portfolio Security Trustee for any of the Secured Liabilities

### 6.2 Continuing Security

The security constituted by the Deed is continuing and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

### 6.3 Covenant to pay

The Chargor covenanted with the Portfolio Security Trustee as security trustee for the Secured Creditors under the Master Guarantee Deed to pay or discharge the Secured Liabilities when due in the manner provided for in any document creating or evidencing the Secured Liabilities and/or otherwise as agreed from time to time

## Definitions:

AIB means Allied Irish Bank acting through its London branch at 1136 High Road, London N20 0RA

## Blocked Accounts means

- (a) the Proceeds Account as defined and opened for the purpose of the Master Guarantee Deed in the name of the Chargor
- (b) the Surplus Investment Property Income Account as defined and opened for the purpose of the Master Guarantee Deed in the name of the Chargor
- (c) any account of the Chargor as the Portfolio Security Trustee and the Chargor may designate from time to time

Name of company

\*insert full name  
of Company\* Ballymore Properties (Lanark Square) Limited whose registered office is  
at St Johns House, 5 South Parade, Summertown, Oxford OX2 7JL(Chargor)

**Borrowers** means the companies listed in the first schedule to the UK Facility Agreement

**Distribution Account** means an account in the name of the Borrowers with AIB designated "Distribution Account" and bearing account number 01558021 and sort code 23-92-86 and any successor account permitted in accordance with clause 12 of the UK Facility Agreement

**Fixtures** means all fixtures and fittings (including those of trade) and fixed plant and machinery now or any time after the date of the Deed on the Mortgaged Property

**Hedging Agreement** means any master agreement, confirmation, schedule or other agreement in form and substance satisfactory to the Portfolio Security Trustee to be entered into by the Chargor and Anglo Irish Bank Corporation plc for the purpose of hedging interest rate liabilities in relation to the Existing Facility Agreement

**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 the property specified in Schedule 1 (Mortgaged Property) of the Deed (as referred to in Schedule 1 to this Form 395) and all other freehold, leasehold or commonhold property (including the Premises) which is subject to a Security created by or under the Deed

**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 arrangement specified in Schedule 2 of the Deed (as referred to 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

**Portfolio Event of Default** has the meaning given to it in clause 12.1 (Portfolio Event of Default - General) of the Master Guarantee Deed

**Premises** means any building or other edifice from time to time on the Mortgaged Property or other Security Asset

**Proceeds Account** means an account specified in clause 8.1(a) (Designation of Accounts) of the Master Guarantee Deed

**Receiver** means a receiver and manager or (if specified by the relevant chargee in the relevant appointment) a receiver, in either case, appointed under the relevant Security Document, or pursuant to any statute

**Related Rights** means, in relation to the Shares, all dividends and other distributions paid or payable after today's date on all or any of the Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Shares or in substitution or exchange for any

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of the Shares

**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

**Security** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**Security Account** means

- (a) the Distribution Account as defined in and opened for the purpose of the WCF in the name of the Chargor and
- (b) any other 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 Deed (and includes the Mortgaged Property)

**Security Documents** means the Existing Security Documents and the New Security Documents

**Shares** means all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Chargor

**Surplus Investment Property Income Account** means the account specified in clause 8 1(b) (Designation of Accounts) of the Master Guarantee Deed

**UK Facility Agreement** means the facility agreement dated 7 August 2008 between the companies listed in the first schedule to the facility agreement as borrowers and Anglo Irish Bank Corporation plc as lender

**VAT** means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

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WCF means the facility agreement more particularly described in the Master Guarantee Deed

## Schedule 1

## Mortgaged Property

- 1 The leasehold land known as 1 Turnberry Quay, Glengall Bridge (E14 9RD) as the same is registered at The Land Registry with title absolute under title number EGL427906
- 2 The leasehold land known as Waterside Restaurant, 3 Turnberry Quay, Glengall Bridge (E14 9RD) as the same is registered at The Land Registry with title absolute under title number EGL427901
- 3 The leasehold land known as 1 Lanark Square, Glengall Bridge (E14 9RE) as the same is registered at The Land Registry with title absolute under title number EGL427900
- 4 The leasehold land known as 2 Lanark Square, Glengall Bridge (E14 9RE) as the same is registered at The Land Registry with title absolute under title number EGL427902
- 5 The leasehold land known as 3 Lanark Square, Glengall Bridge (E14 9RE) as the same is registered at The Land Registry with title absolute under title number EGL427903
- 6 The leasehold land known as 4 Lanark Square, Glengall Bridge (E14 9RE) as the same is registered at The Land Registry with title absolute under title number EGL427904
- 7 The leasehold land known as 5 Lanark Square, London (E14 9RE) as the same is registered at The Land Registry with title absolute under title number EGL427905

## Schedule 2

## Occupational Leases

|                         | Lease<br>commencement<br>date | Tenant                                 | Demise                |
|-------------------------|-------------------------------|--|-----------------------|
| 1 Turnberry Quay        | 29 September<br>1988          | Glengall Bridge<br>Limited             | Whole                 |
| 3 Lanark Square         | 1 November 2000               | Network Centric<br>Solutions Limited   | Whole                 |
| 1 Lanark Square         | 29 September<br>2001          | Mitie Group PLC                        | 2nd + 3rd<br>Floors   |
|                         | 14 July 1986                  | Glengall Bridge<br>Limited             | Ground + 1st<br>Floor |
| 2 Lanark Square         | 25 June 2004                  | Austin Educational<br>Services Limited | Whole                 |
| Waterside<br>Restaurant | 9 February 2006               | Cantabric Limited                      | Whole                 |

Company number

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|                 |                     |                                     |       |
|-----------------|---------------------|-------------------------------------|-------|
| 4 Lanark Square | 25 December<br>1988 | Ganton House<br>Investments Limited | Whole |
| 5 Lanark Square | 18 January 2000     | London Link<br>Properties Limited   | Whole |



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 4065907  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED 7  
AUGUST 2008 AND CREATED BY BALLYMORE PROPERTIES  
(LANARK SQUARE) LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE GUARANTORS TO THE  
SECURED CREDITORS ON ANY ACCOUNT WHATSOEVER  
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 20 AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 AUGUST 2008



*Companies House*  
— for the record —

PJ



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES