

# M

## COMPANIES FORM No. 395

### 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.

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

[2][1][1][1]

05409636

00400024

Name of company

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

Date of creation of the charge

22 October 2007

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

A Share Charge between the Chargor and the Lender (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 Borrower to the Lender under the 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

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

**Anglo Irish Asset Finance plc** (trading as Anglo Irish Development Finance) (No 3091082) whose registered office is at C/O Anglo Irish Bank, 10 Old Jewry, London (**Lender**)

Postcode EC3R 8DN

Presentor's name address and  
reference (if any)

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

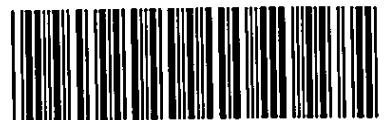
WHITS/322161-106

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



\*LXVVJU30\*

LD4

25/10/2007

105

COMPANIES HOUSE

THURSDAY

Short particulars of all the property mortgaged or charged

**1 Security**

**1 1 Mortgage**

In consideration of the Lender entering into the Facility Agreement at the request of the Chargor, the Chargor in the manner specified in clause 2 2 of the Deed (as referred to in clause 1 2 of this Form 395) and as security for the payment and performance of the Secured Liabilities

Continued in Addendum 4/4

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Addleshaw Goddard LLP

Date 24 October 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 situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

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

## 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)

## Addendum 3/4

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

## Addendum 4/4

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

- (a) mortgaged and charged and agreed to mortgage and charge to the Lender the Shares, the same to be a security by way of a first mortgage, and
- (b) mortgaged and charged and agreed to mortgage and charge to the Lender all the Related Rights accruing in the Shares, the same to be a security by way of a first mortgage or charge

## 1 2 Title Guarantee

Every disposition effected by the Deed is made with full title guarantee. 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 Preservation of security

## 2 1 Continuing Security etc

It was agreed that the security constituted by the Deed

- (a) would be a continuing security and would not be satisfied by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities but should secure the ultimate balance of the Secured Liabilities, and
- (b) would be in addition to and would not be affected by any other security interest at the date of the deed or subsequently held by the Lender for all or any of the Secured Liabilities

## 3 Undertakings

Name of company

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

- (a) The undertakings in clause 4.2 of the Deed (as referred to in clause 3 of this Form 395) were given by the Chargor to the Lender
- (b) The Chargor undertook to the Lender that
- (i) it would not assign, pledge or otherwise encumber the whole or any part of the Security Assets to anyone other than the Lender,
  - (ii) it would not take or permit the taking of any action whereby the rights attaching to any of the Security Assets or any other shares in the Borrower are altered or further shares in the Borrower are issued,
  - (iii) it would procure the memorandum and articles of association of the Borrower are not amended without the prior written consent of the Lender, and
  - (iv) it would not do or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Lender of the security created under the Deed

#### Further assurance

The Chargor agreed that it would from time to time upon the request of the Lender promptly and duly execute and deliver any and all such further instruments and documents as the Lender may (acting reasonably) deem desirable for the purpose of obtaining the full benefit of the Deed and of the rights and powers generated under it

#### Definitions

**Ballymore UK** means Ballymore Properties Limited, a company registered in England and Wales with company number 2260505

**Borrower** means Ballymore Fulham Limited (Registered in England and Wales No 6370124)

**Debenture** means the debenture to be entered into on the date hereof by the Borrower in favour of the Lender

**Facility Agreement** means the facility agreement dated on or about the date of the Deed between the Borrower and the Lender

**Finance Document** means the Facility Agreement, the Subordination Deed, each Security Document and any other document designated as such by the Lender and the Borrower

**Guarantee** means the guarantee entered into on or about the date of the Facility Agreement by Ballymore UK in favour of the Lender

**Guarantors** means Ballymore UK and any other person who guarantees the obligations of the Borrower to the Lender from time to time (each a **Guarantor**)

**Obligor** means the Borrower, the Shareholder, any Guarantor and any other person who has given Security to the Lender for the obligations and liabilities of the Borrower under the Facility Agreement

**Related Rights** means, in relation to the Shares, all dividends and other distributions paid or payable on or after the

Name of company

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date of the Deed on the Shares and all stocks, share, 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 the Shares or in substitution or exchange for the Shares

**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 Assets** means the Shares together with all Related Rights in respect of the Shares

**Security Documents** means the Deed, the Debenture, the Guarantee and any other document designated as such by the Lender and the Borrower

**Shareholder** means Ballymore Investments Limited (registered in England and Wales with No 05409636)

**Shares** means 2 paid up ordinary shares of £1 00 each in the Borrower

**Subordination Deed** means

- (a) any deed of subordination entered into or to be entered into on or about the date of the Facility Agreement by any Obligor in favour of the Lender, and
- (b) any other agreement or deed pursuant to which the claims of any lender to any Obligor against such Obligor are subordinated to the claims of the Lender against such Obligor,

(and **Subordination Deeds** shall be construed accordingly)

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05409636

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE CHARGE DATED THE 22nd OCTOBER 2007 AND CREATED BY BALLYMORE INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO ANGLO IRISH ASSET FINANCE PLC (TRADING AS ANGLO IRISH DEVELOPMENT FINANCE 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 25th OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th OCTOBER 2007

*dc*  
*or*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES