

# M

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

**COMPANIES FORM No. 395****Particulars of a mortgage or charge**acc  
000004/13

# 395

A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[3][1][1]

05409636

Name of company

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

Date of creation of the charge

19 December 2007

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

Mortgage of Shares between the Chargor and the 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 Borrower to the Finance Parties (or any of  
them) under those 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 Asset Finance plc** (trading as Anglo Irish Development Finance) (No 3091082) whose  
registered office is at C/- Anglo Irish Bank Corporation, 10 Old Jewry, London, as agent and security  
trustee for itself and the Finance Parties (**Security Agent**)

Postcode EC2R 8DN

Presentor's name address and  
reference (if any)

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

WHITS/322161-105

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



\*LUC8XVVM\*

LD5

28/12/2007

73

COMPANIES HOUSE

**1 Security**

**1 1 Mortgage**

In consideration of the Finance Parties 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

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

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

*Adleshaw Goddard*

Date

*28/12/07*

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)*

**Notes**

† delete as  
appropriate

- 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 Ltd 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)

**Defintions**

In this Form the following terms have the follwing meanings

**Arranger** means Anglo Irish Asset Finance plc (registered in England and Wales No 3091082)

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

**BIL** means Ballymore Investments Limited, a company registered in England and Wales with company number 05409636

**Bond Bank** means Anglo Irish Asset Finance plc (registered in England and Wales No 3091082)

**Borrower** means RT Group Developments (Snow Hill) Ltd, a company registered in England and Wales with company number 04447259

**BSHH** means Ballymore Snow Hill (Hotel) Limited, a company registered in England and Wales with company number 06381796

**BSHH Debenture** means the debenture to be entered into on the Restatement Date by BSHH in favour of the Security Agent

**BSHH Share Mortgage** means the mortgage of shares in BSHH to be granted in favour of the Security Agent by BIL on the Restatement Date

**Charge by Assignment** means the charge by assignment dated on or about the Restatement Date and entered into between the Borrower and the Security Agent

**Collateral Warranty Agreement** means each and all agreements executed by Builders and Professionals as specified in Schedule 8 of the Facility Agreement in favour of the Security Agent containing collateral warranties in such form and substance as the Security Agent shall require

**Debenture** means the debenture to be entered into on the date of the Facility Agreement by the Borrower in favour of the Security Agent

**Domaine** means Domaine Developments Limited, a company registered in England and Wales with company number 4152665

**Facility Agreement** means the facility agreement dated on or about the date hereof between the Chargor as borrower and Anglo Irish Asset Finance plc as Original Lender, Arranger, Facility Agent, Security Agent and Bond

Name of company

\*insert full name  
of Company

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

Bank

**Facility Agent** means Anglo Irish Asset Finance plc (registered in England and Wales No 3091082)

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

**Finance Party** has the meaning given to it in the Facility Agreement (and **Finance Parties** shall be construed accordingly)

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

**Original Lender** means Anglo Irish Asset Finance plc (registered in England and Wales No 3091082)

**Restatement Date** means 19 December 2007

**Security Documents** means the Collateral Warranty Agreements, the Debenture, any duty of care agreement required under clause 19.21(e) of the Facility Agreement, the Share Mortgage, the Guarantee, the BSHH Debenture, the BSHH Share Mortgage, the Charge by Assignment and any other document designated as such by the Security Agent and the Borrower

**Shareholder** means Domaine

**Share Mortgage** means the mortgage of shares in the Borrower granted in favour of the Security Agent by the Shareholder as at the date of the Facility Agreement

**Subordination Deed** means any agreement or deed pursuant to which the claims of any lender to any Obligor against such Obligor are subordinated to the claims of any of the Finance Parties against such Obligor

## 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)  
**provided that**

- (i) whilst no Event of Default exists and subject to the terms of the Facility Agreement, all dividends and other distributions paid or payable as referred to in paragraph (b) above may be paid directly to the Chargor (in which case the Security Agent or its nominee shall execute any necessary dividend

Name of company

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

mandate) and, if paid directly to the Security Agent shall be paid promptly by it to the Chargor, and

- (ii) whilst no Event of Default exists and subject to the terms of the Facility Agreement and the other terms of the Deed, all voting rights attaching to the Share may be exercised by the Chargor or, where the Share has been registered in the name of the Security Agent or its nominee, as the Chargor may direct in writing, and the Security Agent and any nominee of the Security Agent in whose name the Share is registered shall execute any form of proxy or other document reasonably required in order for the Chargor to do so

## 1 2 Title Guarantee

It was agreed that 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

It was agreed that the security constituted by the Deed

- (a) shall be a continuing security and shall not be satisfied by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities but shall secure the ultimate balance of the Secured Liabilities, and
- (b) shall be in addition to and shall not be affected by any other security interest held at the date of the Deed or any time thereafter by any Finance Party for all or any of the Secured Liabilities

## 3 Further assurance

It was agreed that the Chargor shall from time to time upon the request of the Security Agent promptly and duly execute and deliver any and all such further instruments and documents as the Security Agent 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

## 4 Undertaking

The Chargor undertook to the Security Agent that

- (a) it will not assign, pledge or otherwise encumber the whole or any part of the Security Assets to anyone other than the Security Agent,
- (b) it will 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,
- (c) it will procure the memorandum and articles of association of the Borrower are not amended without the prior written consent of the Security Agent,

Name of company

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

- (d) it shall not do or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Security Agent of the security created under this Deed

### Definitions

In this Form the following terms shall have the following meanings

**Builders** has the meaning given to that term by the Facility Agreement

**Event of Default** has the meaning given to that term by the Facility Agreement

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

**Obligor** means the Borrower, any Guarantor, BSHH, BIL and any other person who has given Security to any Finance Party for the obligations and liabilities of the Borrower under the Facility Agreement

**Professionals** has the meaning given to that term by the Facility Agreement

**Related Rights** means, in relation to the Share, all dividends and other distributions paid or payable after the date of the Deed on the Share 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 Share or in substitution or exchange for the Share

**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 Share together with all Related Rights in respect of the Share

**Share** means 1 paid up ordinary share of £1 00 in the Borrower

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 MORTGAGE OF SHARES DATED THE 19th DECEMBER 2007 AND CREATED BY BALLYMORE INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO THE FINANCE PARTIES (OR ANY OF THEM) 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 28th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th JANUARY 2008

L C  
Cari



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES