

MG01

Particulars of a mortgage or charge



100543 / 338

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

THURSDAY
WEL



RCS 27/12/2012 #161
COMPANIES HOUSE
"L104MPQ2"
L13 19/12/2012 #240
COMPANIES HOUSE

1 Company details

Company number 0 5 4 0 9 6 3 6
Company name in full Ballymore Investments Limited ("Company")

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 d 1 0 m 1 2 y 2 0 1 2

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 Multiparty Debenture ("Deed")

4 Amount secured

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

Amount secured All monies, obligations and liabilities
(including, without limitation, in respect of
principal, interest, discount, commission,
fees and expenses) which now are or at any
time hereafter may be or become due, owing or
incurred by each Chargor to the Secured
Parties or any of them under, pursuant to or
in connection with the Finance Documents
(including all monies covenanted to be paid
under the Deed):

(a) whether actual or contingent,
(See continuation page)

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 National Asset Loan Mgmt Ltd ("Security Agent")

Address Treasury Building, Grand Canal Street

Dublin 2, Ireland

Postcode

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 Covenant to Pay

1.1 Each Chargor (as primary obligor and not merely as surety) unconditionally and irrevocably covenants with the Security Agent as trustee for the Secured Parties that it will on written demand:

1.1.1 pay and discharge the Secured Obligations when such Secured Obligations become due for payment or discharge; and

1.1.2 pay or discharge on demand all costs, charges, expenses and other sums (banking, legal or otherwise) on a full indemnity basis howsoever incurred or to be incurred by the Security Agent or any other Secured Party or by or through any Receiver or Delegate (including, without limitation, the remuneration of any of them) for any of the purposes referred to in the Deed or in relation to the enforcement of this Security and failing which (or at the discretion of the Security Agent) such costs, expenses and other sums shall be deemed a further charge on the Security Assets.

1.2 The Chargors acknowledge that the Secured Obligations shall, in the absence of express written agreement to the contrary, be due and payable on demand.

1.3 The making of one demand shall not preclude the Security Agent from making any further demands or negate or invalidate any previous demands made by the Security Agent or negate or invalidate any previous demands made by the Security Agent.

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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

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 DLA Piper UK 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 Michelle N1 Ghaboid

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode EC2V 7EE

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111



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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(b) whether alone or jointly or jointly and severally with any other person(s),</p> <p>(c) in whatever style or name,</p> <p>(d) whether as principal or surety or otherwise, and</p> <p>(e) whether originally due, owing or incurred to the Secured Parties or purchased or otherwise acquired by them; and</p> <p>(f) in whatever currency denominated; ("Secured Obligations")</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 Creation of Security</p> <p>2.1 All Security and dispositions created or made by or pursuant to the Deed are created or made:</p> <p>2.1.1 in favour of the Security Agent;</p> <p>2.1.2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and</p> <p>2.1.3 as continuing security for the payment, performance and discharge of the Secured Obligations.</p> <p>2.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).</p> <p>3 Fixed Security</p> <p>3.1 Fixed charges</p> <p>Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:</p> <p>3.1.1 by way of first legal mortgage:</p> <p>3.1.1.1 the Charged Property (if any) specified in part 1 of schedule 2 (Security Assets) of the Deed; and</p> <p>3.1.1.2 all other Charged Property (if any) at the date of the Deed vested in, or charged to, such Chargor (not charged by clause 7.1.1.1 of the Deed),</p> <p>3.1.2 by way of first fixed charge.</p> <p>3.1.2.1 all other Charged Property and all interests in Charged Property (not charged by clause 7.1.1 of the Deed);</p> <p>3.1.2.2 all licences to enter upon or use land and the benefit of all other agreements relating to land; and</p> <p>3.1.2.3 the proceeds of sale of all Charged Property;</p> <p>3.1.3 by way of first fixed charge all plant and machinery (not charged by clause 7.1.1 of the Deed or 7.1.2 of the Deed and the benefit of all contracts, licences and warranties relating to the same);</p> <p>3.1.4 by way of first fixed charge:</p>	

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Short particulars	<p>3.1.4.1 all computers, vehicles, office equipment and other equipment (not charged by clause 7.1.3 of the Deed); and</p> <p>3.1.4.2 the benefit of all contracts, licences and warranties relating to the same, other than any which are for the time being part of any Chargor's stock-in-trade or work-in-progress;</p> <p>3.1.5 by way of first fixed charge.</p> <p>3.1.5.1 the Charged Securities referred to in part 2 of schedule 2 (<i>Investments</i>) of the Deed; and</p> <p>3.1.5.2 all other Charged Securities (not charged by clause 7.1.5.1 of the Deed), in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>3.1.6 by way of first fixed charge:</p> <p>3.1.6.1 the Security Accounts and all monies at any time standing to the credit of the Security Accounts,</p> <p>3.1.6.2 the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and</p> <p>3.1.6.3 all accounts of such Chargor with any bank, financial institution or other person at any time (not charged by clauses 7.1.6.1 of the Deed or 7.1.6.2 of the Deed and all monies at any time standing to the credit of such accounts), in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p> <p>3.1.7 by way of first fixed charge:</p> <p>3.1.7.1 the Intellectual Property (if any) specified in part 4 of schedule 2 (<i>Intellectual Property</i>) of the Deed; and</p> <p>3.1.7.2 all other Intellectual Property (if any) (not charged by clause 7.1.7.1 of the Deed);</p> <p>3.1.8 to the extent that any Assigned Asset is not effectively assigned under clause 7.2 (<i>Security assignments</i>) of the Deed, by way of first fixed charge such Assigned Asset;</p> <p>3.1.9 by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):</p> <p>3.1.9.1 the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such</p>

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Short particulars	<p>Chargor or the use of any of its assets; and</p> <p>3.1.9.2 any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it; and</p> <p>3.1.10 by way of first fixed charge all of the goodwill and uncalled capital of such Chargor.</p> <p>3.2 Security assignments</p> <p>Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:</p> <p>3.2.1 all Rental Income (to the extent not validly mortgaged or charged within any of clauses 7.1.1 of the Deed or 7.1.2 of the Deed);</p> <p>3.2.2 the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;</p> <p>3.2.3 all Insurances specified in part 7 of schedule 2 (<i>Insurances</i>) of the Deed, other Insurances not listed in part 7 of schedule 2 (<i>Insurances</i>) of the Deed and all claims under the Insurances and all proceeds of the Insurances, subject to a proviso for reassignment on redemption; and</p> <p>3.2.4 all other Receivables (not assigned under clauses 7.2.1 of the Deed or 7.2.3 of the Deed.</p> <p>3.3 The assignment in clause 7.2.3 of the Deed excludes all amounts received or receivable under or in connection with any third party liability Insurance and which is required to settle a liability of a Chargor to a third party.</p> <p>3.4 To the extent that any Assigned Asset described in clause 7.2 of the Deed (Security assignments) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances.</p> <p>4 Floating Charge</p> <p>4.1 Each Chargor, charges and agrees to charge by way of a first floating charge in favour of the Security Agent as trustee for the Secured Parties its undertaking and all of its assets both present and future whatsoever and wheresoever which are at any time and from time to time not otherwise effectively mortgaged, assigned or charged by way of fixed charge under the Deed.</p>

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Short particulars	<p>4.2 The Security Agent may by written notice to a Chargor, convert the floating charge created by that Chargor under the Deed into a fixed charge as regards all or any of that Chargor's assets specified in that notice, if:</p> <p>4.2.1 an Event of Default has occurred and is continuing;</p> <p>4.2.2 the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy;</p> <p>4.2.3 that Chargor fails to comply, or takes or threatens to take any action which, in the opinion of the Security Agent, is likely to result in it failing to comply, with its obligations under clause 12 of the Deed (Restrictions on Dealings) in respect of those assets; or</p> <p>4.2.4 an event occurs which the Security Agent considers could affect the priority of this Security.</p> <p>4.3 The floating charge created under the Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of each Chargor's assets, if:</p> <p>4.3.1 a receiver, a receiver and manager or an examiner is appointed or a petition is presented to appoint an examiner to any Chargor or a Related Company of any Chargor or where the protection of the court is sought by any Chargor or a Related Company of any Chargor,</p> <p>4.3.2 an administrator is appointed in respect of such Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986);</p> <p>4.3.3 a resolution is passed or an order is made for the insolvency or re-organisation of any Chargor (other than a solvent re-organisation permitted by the terms of the Facility Agreements);</p> <p>4.3.4 a petition is presented for the compulsory winding up of any Chargor;</p> <p>4.3.5 a meeting is convened for the passing of a resolution for the voluntary winding up of any Chargor;</p> <p>4.3.6 any Chargor ceases to carry on its business or be a going concern without the prior written consent of the Security Agent;</p> <p>4.3.7 any Chargor creates (or attempts or purports to create) any Security on or over the relevant Security Asset without the</p>	

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Short particulars	<p>prior written consent of Security Agent,</p> <p>4.3.8 any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset;</p> <p>4.3.9 any other event occurs resulting in the conversion into a fixed charge of any other floating charge given by that Chargor to any person including any Secured Party; or</p> <p>4.3.10 any Chargor, in contravention of any Finance Document, resolves to take or takes any step to:</p> <p>4.3.10.1 create a Security Interest over any of its Floating Charge Assets;</p> <p>4.3.10.2 create a trust over any of its Floating Charge Assets; or</p> <p>4.3.10.3 dispose of any of its Floating Charge Assets (except by way of sale in the ordinary course of such Chargor's business to the extent that such disposal is not otherwise prohibited by any Finance Document).</p> <p>4.3.11 The giving by the Security Agent of a notice under clause 8.2 of the Deed in relation to any asset of a Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of the Security Agent and/or the other Secured Parties under the Deed or any other Finance Document</p> <p>4.3.12 The giving by the Security Agent of a notice under clause 8.2 of the Deed, or the occurrence of any event specified at clause 8.3 of the Deed, shall have the effect of converting any assets the subject of a floating charge under clause 8.1 of the Deed, into a first fixed charge in favour of the Security Agent. The Security Agent shall immediately assume exclusive control of such assets, and the Chargors shall not be permitted to deal with such assets otherwise than with and subject to the prior written consent of the Security Agent. Where such assets include book debts of the Chargors all monies received by the Chargors in respect of book debts will be paid into the Security Account and the Chargors shall not have the capacity to make withdrawals or payments from such account without the prior written consent of the Security Agent</p> <p>4.3.13 Any asset acquired by any Chargor after the crystallisation of the floating charge created under the Deed which, but for such crystallisation, would be subject to a floating charge shall (unless the Security Agent confirms in writing to the contrary) be charged by way of first fixed charge.</p>	

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Short particulars	<p>5 Restrictions on Dealings</p> <p>5.1 Save in respect of Permitted Security, no Chargor shall do or agree to do any of the following without the prior written consent of the Security Agent:</p> <p>5.1.1 create or permit to subsist any Security Interest over any of its assets;</p> <p>5.1.2 enter into any arrangement under which money or the benefit of a bank account or other account may be applied, set-off or made subject to a combination of accounts; or</p> <p>5.1.3 either in a single transaction or in a series of transactions (whether related or not) and whether voluntarily or involuntarily sell, transfer, lease, lend or otherwise dispose of any asset other than any disposal of its Floating Charge Assets in the ordinary course of its business, unless permitted under the Facility Agreements</p> <p>5.2 Each Chargor shall:</p> <p>5.2.1 not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any material part of any of the Security Assets,</p> <p>5.2.2 provide the Security Agent with all information which it may reasonably request in relation to the Security Assets; and</p> <p>5.3 Each Chargor shall at all times conduct and carry on its business in a proper and efficient manner and not make any substantial alteration in the nature of or mode of conduct of that business and keep, or cause to be kept, proper books of account relating to such business</p> <p>5.4 A Chargor shall not do or cause or permit to be done anything which may in any way jeopardise or otherwise prejudice (including the marketability of any Security Asset; which includes an omission which has such an effect) this Security.</p> <p>6 Power of Attorney</p> <p>6.1 Each Chargor, by way of security, irrevocably appoints the Security Agent, each Receiver and each of their respective Delegates and sub-delegates and each of them jointly and also severally to be the attorney of that Chargor (with full powers of substitution and delegation), in its name or otherwise and on its behalf and as its act and deed to:</p> <p>6.1.1 sign, seal, execute, deliver and perfect and do all deeds, instruments, acts and things which that Chargor may or ought</p>	

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Short particulars	<p>to do under the covenants and provisions in the Deed;</p> <p>6.1.2 generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to the Deed or by any statute, or common law on the Security Agent or any Receiver or which may be required or which the Security Agent or any Receiver shall deem fit for carrying any sale, lease, charge, mortgage or dealing by the Security Agent or any Receiver into effect or for giving to the Security Agent or any Receiver the full benefit of these presents, and</p> <p>6.1 3 generally to use its name in the exercise of all or any of the powers, authorities or discretions conferred on the Security Agent or any Receiver</p> <p>6.2 Each Chargor ratifies and confirms and agrees to ratify and confirm whatsoever any such attorney referred to in clause 30.1 of the Deed shall do or purport to do by virtue of this clause 30 (Power of Attorney) of the Deed and all monies expended by any such attorney shall be deemed to be expenses incurred by the Security Agent under the Deed.</p> <p>7 Further Assurances</p> <p>7.1 Each Chargor shall, at its own expense, take whatever action the Security Agent or a Receiver may require for:</p> <p>7.1 1 creating, perfecting, maintaining or protecting security intended to be created by or pursuant to the Deed or over any asset of that Chargor referred to in the Deed;</p> <p>7.1.2 after this Security has become enforceable, facilitating the realisation of any Security Asset;</p> <p>7.1.3 facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or any of their respective Delegates or sub-delegates in respect of any Security Asset; or</p> <p>7.1.4 creating and perfecting security in favour of the Security Agent as trustee for the Secured Parties (equivalent to the security intended to be created by the Deed) over any assets of any Chargor located in any jurisdiction outside England and Wales.</p> <p>7.2 The actions referred to in clause 31.1 of the Deed includes:</p> <p>7.2.1 the re-execution of the Deed;</p> <p>7.2.2 the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee; and</p>

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Short particulars	<p data-bbox="327 398 1013 432">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="327 495 1455 584">7.2.3 the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Security Agent may think expedient.</p> <p data-bbox="327 613 1455 972">7.3 Without prejudice to the generality of clauses 31.1 of the Deed and 31.2 of the Deed, the Chargor hereby covenants with the Security Agent that the Chargor will, at the cost of the Chargor, if and when requested by the Security Agent, execute a specific charge in the form set out in schedule 8 of the Deed (<i>Form of Supplemental Charge for Registered Land</i>) (with such modifications as the Security Agent may require) over all land which is, or is intended to be, charged by the Deed and which is registered or in the course of being registered in the Land Registry and will provide all appropriate assistance to the Security Agent to have the same duly registered in the Land Registry as a burden on the land thereby affected.</p> <p data-bbox="327 1003 788 1037">8 Redemption of Security</p> <p data-bbox="327 1066 1455 1279">8.1 Subject to the Chargors having no liability (whether actual or contingent) to the Secured Parties hereunder and subject to the Secured Parties not being under any actual or contingent obligation the observance or performance of which may give rise to a Secured Obligation, the Security Agent shall as soon as reasonably practicable at the request and cost of the Chargors reassign, release or otherwise discharge the Security Assets.</p> <p data-bbox="327 1308 1455 1520">8.2 The Security Agent shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under the Deed or to make any claim or take any action to collect any monies receivable by it in the exercise of any powers conferred by the Deed or to enforce any rights or benefits hereby assigned to it or to which the Security Agent may at any time be entitled under the Deed.</p> <p data-bbox="327 1550 1455 1908">8.3 Any release, discharge or settlement between the Chargors and the Security Agent shall be conditional upon no security disposition or payment to the Security Agent or any other Secured Party by the Chargors or any other person being avoided or set aside or ordered to be refunded or reduced pursuant to any provisions or enactments relating to bankruptcy, liquidation or insolvency and the Security Agent shall be entitled to retain this security for such period as it shall determine after the payment, discharge or satisfaction of all monies, obligations and liabilities hereby secured and subsequently to enforce the security created by the Deed as if such release, discharge or settlement had not occurred</p> <p data-bbox="327 1937 510 1971">Definitions</p> <p data-bbox="327 2000 1455 2033">"Accession Deed" means a deed substantially in the form of schedule</p>

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Short particulars	<p>6 (<i>Form of Accession Deed</i>) of the Deed;</p> <p>"Additional Chargor" means a company which becomes a Chargor by executing an Accession Deed,</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 7.2 (<i>Security Assignment</i>) of the Deed,</p> <p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;</p> <p>"Charged Property" means, for any Chargor, all estates and interests in freehold, leasehold and other immovable property (wherever situated) in which that Chargor holds or acquires a legal or beneficial interest, whether now or in the future, including any freehold, leasehold property or other immovable property specified for that Chargor in Section A of Part 1 of schedule 2 (<i>Security Assets</i>) of the Deed or in Part 1 of the schedule to any Accession Deed if that Chargor became a party to the Deed by executing an Accession Deed and all rights and appurtenances thereunto belonging or appertaining, together with:</p> <ul style="list-style-type: none"> (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon; (b) all easements, rights and agreements in respect thereof, and (c) the benefit of all covenants given in respect thereof; <p>"Charged Securities" means:</p> <ul style="list-style-type: none"> (a) the securities specified in part 2 of schedule 2 (<i>Investments</i>) of the Deed; and (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time, <p>"Chargors" means the Original Chargors and all Additional Chargors and "Chargor" means any of them,</p> <p>"Collection Accounts" has the meaning given to that term in clause 18.1 3 of the Deed;</p>	

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Short particulars	<p>"Debt Service Account" means an account</p> <p>(a) identified in a letter between any Chargor and the Security Agent as a Debt Service Account; and</p> <p>(b) subject to Security in favour of the Security Agent as trustee for the Secured Parties which Security is in form and substance satisfactory to the Security Agent, and</p> <p>(c) from which no withdrawals may be made by any members of the Group except as contemplated by a Facility Agreement,</p> <p>(as the same may be re-designated, substituted or replaced from time to time);</p> <p>"Delegate" means any delegate, agent, manager, attorney or co-trustee appointed by the Security Agent or any Receiver;</p> <p>"Event of Default" means</p> <p>(a) an Event of Default as defined in any Finance Document;</p> <p>(b) a failure by any Chargor to pay or discharge any of the Secured Obligations when the same ought to be paid or discharged; or</p> <p>(c) any other event by virtue of which any of the Secured Obligations becomes due to be paid or discharged before the date on which it would otherwise be due to be paid or discharged;</p> <p>"Facility Agreements" means:</p> <p>(a) the facility agreements specified in Part 1 of schedule 9 of the Deed,</p> <p>(b) all other agreements that any Chargor (or the Parent on its behalf) and the Security Agent may designate in writing as a "Facility Agreement" for the purposes of the Deed;</p> <p>and "Facility Agreement" means any of them,</p> <p>"Finance Documents" means</p> <p>(a) the Facility Agreements,</p> <p>(b) the Guarantees,</p> <p>(c) the Deed,</p> <p>(d) all other agreements creating a Security Interest to secure</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 387 1018 421">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 488 730 521">the Secured Obligations,</p> <p data-bbox="331 544 1465 611">(e) all other documents that are defined as Finance Documents by a Facility Agreement, and</p> <p data-bbox="331 633 1465 723">(f) all other documents that any Chargor (or the Parent on its behalf) and the Security Agent may designate in writing as a Finance Document for the purposes of the Deed,</p> <p data-bbox="331 757 1201 790">and "Finance Document" means any of such agreements;</p> <p data-bbox="331 813 1465 880">"Floating Charge Assets" means, for any Chargor, any of its assets charged by way of a floating charge under the Deed;</p> <p data-bbox="331 902 1233 936">"Group" means the Parent and each of its Subsidiaries;</p> <p data-bbox="331 969 651 1003">"Guarantees" means:</p> <p data-bbox="331 1025 1449 1059">(a) the guarantees specified in Part 2 of schedule 9 of the Deed;</p> <p data-bbox="331 1081 1465 1182">(b) all other guarantees that any Chargor (or the Parent on its behalf) and the Security Agent may designate in writing as a "Guarantee" for the purposes of the Deed,</p> <p data-bbox="331 1216 906 1249">and "Guarantee" means any of them;</p> <p data-bbox="331 1272 922 1305">"Holding Account" means an account:</p> <p data-bbox="331 1328 1465 1395">(a) identified in a letter between any Chargor and the Security Agent as a Holding Account; and</p> <p data-bbox="331 1417 1465 1518">(b) subject to Security in favour of the Security Agent as trustee for the Secured Parties which Security is in form and substance satisfactory to the Security Agent,</p> <p data-bbox="331 1541 1465 1608">(as the same may be redesignated, substituted or replaced from time to time),</p> <p data-bbox="331 1630 1465 1821">"Insurances" means, for any Chargor, any contract of insurance or re-insurance taken out by or on behalf of that Chargor or under which it has a claim including the insurance contracts listed for that Chargor in Part 7 of schedule 2 (Insurance) of the Deed or in Part 7 of the schedule to any Accession Deed if that Chargor became a party to the Deed by Accession Deed;</p> <p data-bbox="331 1843 1465 2033">"Intellectual Property" means, for any Chargor, any and all its discoveries, inventions, concepts, ideas, patents, trademarks, service marks, registered designs, drawings, utility models, design rights, copyright (including the copyright in software in any code), database rights, trade secrets and other confidential information, technical information, technology, know-how, business</p>

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	<p>ideas, methods, techniques, concepts, business or trade names, goodwill and all its other intellectual property and rights of a similar or corresponding nature in any part of the world, whether registered or not, or capable of registration or not, and including all applications and the right to apply for any of the foregoing rights including the property specified in Part 4 of schedule 2 (<i>Intellectual Property</i>) of the Deed or Part 4 of the schedule to an Accession Deed;</p> <p>"Original Chargors" means the members of the Ballymore Group specified in schedule 1 of the Deed, including the Company,</p> <p>"Parent" means Ballymore Holdings and Investments Limited, a company incorporated under the laws of Jersey with limited liability and having registered number 90193,</p> <p>"Party" means a party to the Deed;</p> <p>"Permitted Security" means:</p> <p>(a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by a Chargor;</p> <p>(b) the Security; or</p> <p>(c) any other Security Interest permitted in writing by the Security Agent;</p> <p>"Plant and Machinery" means, for any Chargor, all plant, machinery, computers, office equipment or vehicles of that Chargor;</p> <p>"Receivables" means all present and future bank debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor whether actual or contingent and (whether arising under contract or in any other manner whatsoever), other than Rental Income, together with.</p> <p>(a) the benefit of all rights, guarantees, security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and</p> <p>(b) all proceeds of any of the foregoing.</p> <p>"Receiver" means a receiver or a receiver and manager or administrative receiver of the whole or any part of the Secured Assets, appointed by the Security Agent under the Deed;</p>

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Related Company" means a company which is related within the meaning of Section 256 Companies Act,</p> <p>"Related Rights" means, in relation to any Charged Security:</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or any asset referred to in paragraph (b) of this definition; and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substation, exchange, bonus or preference, under option rights or otherwise;</p> <p>"Relevant Contract" means, for any Chargor;</p> <p>(a) any agreement specified in Part 6 of schedule 2 (Relevant Contracts) of the Deed opposite its name or in Part 6 of the schedule to any Accession Deed by which it became a party to the Deed; and</p> <p>(b) any other agreement to which that Chargor is a party and which that Chargor (or the Parent on its behalf) and the Security Agent may from time to time designate a Relevant Contract.</p> <p>"Rental Income" has the same meaning as given to that term in the Facilities Agreements;</p> <p>"Secured Obligations" means all monies, obligations and liabilities (including, without limitation, in respect of principal, interest, discount, commission, fees and expenses) which now are or at any time hereafter may be or become due, owing or incurred by each Chargor to the Secured Parties or any of them under, pursuant to or in connection with the Finance Documents (including all monies covenanted to be paid under the Deed):</p> <p>(a) whether actual or contingent,</p> <p>(b) whether alone or jointly or jointly and severally with any other person(s),</p> <p>(c) in whatever style or name,</p> <p>(d) whether as principal or surety or otherwise, and</p> <p>(e) whether originally due, owing or incurred to the Secured Parties or purchased or otherwise acquired by them; and</p> <p>(f) in whatever currency denominated;</p> <p>"Secured Parties" means each Finance Party as defined in the</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Facility Agreements and "Secured Party" means any of them,</p> <p>"Security" means any Security Interest created, evidenced or conferred by or under the Deed or any Accession Deed;</p> <p>"Security Account" means, for any Chargor:</p> <p>(a) any account specified in Part 5 of schedule 2 (<i>Security Accounts</i>) of the Deed opposite that Chargor's name or in Part 5 of the schedule to any Accession Deed by which that Chargor became a party to the Deed;</p> <p>(b) any Debt Service Account of that Chargor;</p> <p>(c) any Holding Account of that Chargor, and</p> <p>(d) any other account which that Chargor (or the Parent or on its behalf) and the Security Agent may from time to time designate a Security Account;</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed and "Security Asset" means any such asset;</p> <p>"Security Interest" 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;</p> <p>"Subsidiary" shall be construed as a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006;</p> <p>"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);</p> <p>"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any Tax which may be levied in accordance with Directive 2006/112/EC whether in England or Wales or elsewhere and any other tax of a similar nature.</p>	

PROFORMA

Company Number (see below)

Company Name:

- 1 Ballymore (Hayes) Limited (Company number 06342732)
- 2 Ballymore (Wapping) Limited (Company number 07320077)
- 3 Ballymore Millharbourn Limited (Company number 05381058)
- 4 Ballymore (Carmen Street) Limited (Company number 05892771)
- 5 Domaine Developments Limited (Company number 04152665)
- 6 Pridebank Limited (Company number 05997986)
- 7 Ballymore (Bow Paper) Limited (Company number 05741262)
- 8 Ballymore Colmore Row Limited (Company number 05922225)
- 9 Ballymore Battersea Park Road Limited (Company number 05703903)
- 10 Cuba Street Limited (Company number 05655406)
- 11 Ballymore Properties Limited (Company number 02260505)
- 12 Ballymore Fulham Limited (Company number 06370124)
- 13 Broadnote Limited (Company number 06054227)
- 14 RT Group Developments (Snow Hill) Limited (Company number 04447259)
- 15 Clearstorm Limited (Company number 04151594)
- 16 Landor (Dundee Wharf) Limited (Company number 02732750)
- 17 Landor Residential Limited (Company number 04549046)
- 18 Ballymore Ontario Limited (Company number 04537364)
- 19 East London Haulage Limited (Company number 06241627)
- 20 Monomind Limited (Company number 03850800)
- 21 Kilopoint Limited (Company number 04040808)
- 22 Ballymore Properties (Lanark Square) Limited (Company number 04065907)
- 23 Ballymore Property Holdings Limited (Company number 04910171)
- 24 Ballymore Investments Limited (Company number 05409636)
- 25 Ballymore Developments Limited (Company number 04065904)

26 Ballymore Limited (Company number 04936525)

Contact Name/ Organisation: DLA Piper UK LLP
Address - 3 Noble Street London: EC2V 7EE

- **The following details will need to be added, amended or deleted to the Form MG01/LL MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☒

Short particulars of all the property mortgaged or charged ☐

Date charge presented (applies to MG09/LL MG09) ☐

Date of execution (applies to MG09/LL MG09) ☐

Date and parties to the charge (applies to MG09/LL MG09) ☐

Jurisdiction (applies to MG09/LL MG09) ☐

Floating charge statement (applies to MG01s/LLMG01s/OSMG01) ☐

- **The following details will need to be added, amended or deleted to the Form MG06/LL MG06/MG06s/LL MG06s**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of creation of charge ☐

Description ☐

Date of acquisition ☐

Amount secured ☐

Mortgagee(s) or person(s) entitled
to the charge ☐

Short particulars of all the property
Mortgaged or charged ☐

- The following details will need to be added, amended or deleted to the
Form MG07/MG07s/LLMG07/LLMG07s/OSMG04

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of covering deed ☐

Total amount secured ☐

Date of present issue ☐

Amount of present issue ☐

Date of resolution ☐

Name of Trustee(s) ☐

General description of property ☐

Floating charge statement
(applies to MG07s/LLMG07s/OSMG04) ☐

(Please give the instructions in the box below)

Section 5 for each of the MG01s for the companies list above should read:

Name: National Asset Loan Management Limited ("Security Agent")



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5409636
CHARGE NO. 7**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MULTIPARTY DEBENTURE
DATED 10 DECEMBER 2012 AND CREATED BY BALLYMORE
INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE BY EACH CHARGOR TO THE SECURED
PARTIES OR ANY OF THEM 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 27 DECEMBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 DECEMBER
2012**



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**