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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A/C 00400024 ✓

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

2

Company number

06241627

Name of company

* **East London Haulage Limited** whose registered office is at St John's House, 5 South Parade
Summertown, Oxford OX2 7JL (Chargor),

Date of creation of the charge

15 July 2008

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

Supplemental Legal Charge (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 Obligors to the Lender under the Finance
Documents (as defined in the Facility Agreement) 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**)

Continued at addendum 2/4

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

Anglo Irish Asset Finance plc (trading as Anglo Irish Development Finance) whose registered
office is at 10 Old Jewry London (Lender)

Postcode EC2R 8DN

Presenter's name address and
reference (if any)

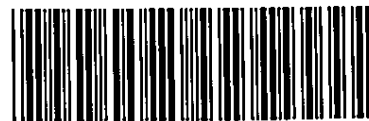
Addleshaw Goddard LLP
Alder Castle
10 Noble Street
London
EC2V 7JW

BUTAS/322161-143

Time critical reference

For official Use (02/06)
Mortgage Section

THURSDAY



LK23B10A
LD5 24/07/2008 11
COMPANIES HOUSE

1 Fixed Charge

1.1 Charge

The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in clause 2.2 (Title Guarantee) of the Deed (referred to as clause 1.2 of this Form 395), charged in favour of the Lender by way of first legal mortgage its right, title and interest in and to the Legally Mortgaged Property

continued at addendum 4/4

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*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 July 2008

On behalf of [company] [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* East London Haulage Limited whose registered office is at St John's
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)

In this form the following terms shall have the following meanings

Ballymore UK means Ballymore Properties Limited, a company registered in England and Wales with company number 02260505

Borrower means the Chargor

Debenture means the debenture entered into on 16 April 2008 by the Borrower in favour of the Lender

Facility Agreement means the facility agreement dated 16 April 2008 pursuant to which the Lender agreed to make available to the Chargor term loan facilities on the terms, and subject to the conditions, set out therein

Finance Document means

- (a) the Facility Agreement
- (b) the Subordination Deed
- (c) each Security Document and
- (d) 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

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 Documents means

- (a) the Debenture
- (b) the Share Charge
- (c) the Guarantee
- (d) the Deed and each Supplemental Legal Charge and

Name of company

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* East London Haulage Limited whose registered office is at St John's House, 5 South Parade Summertown, Oxford OX2 7JL (Chargor);

(e) any other document designated as such by the Lender and the Borrower

Share Charge means a deed of charge over the shares in the Borrower granted by the Shareholder in favour of the Lender dated on or about the date of the Facility Agreement

Shareholder means Ballymore Developments Limited a company registered in England and Wales with company number 04065904

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 the Lender against such Obligor

Supplemental Legal Charge means any supplemental legal charge (including the Deed) in substantially the form specified in the Debenture duly executed by the Borrower and the Lender

Addendum 3/4

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

Addendum 4/4

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

1.2 Title Guarantee

- (a) The Chargor agreed that every disposition effected by the Deed is made with full title guarantee
- (b) The Chargor agreed that 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 Further Assurances

- (a) The Chargor agreed that it shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Lender or a Receiver may reasonably require for
 - (i) perfecting or protecting the security intended to be created by the Deed over any Security Asset,
 - (ii) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Lender 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 property whether to the Lender 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 Lender may think expedient,
- (b) The Chargor agreed that in the event that the Chargor enters into any contract (a **New Agreement**) in replacement of or in substitution for any of the Agreements (in each case in whole or in part), it shall forthwith give notice thereof to the Lender. The Chargor agreed that at any time and from time to time upon the written request of the Lender it will promptly and duly execute and deliver to the Lender such

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further or other mortgage, assignment or charge as in each such case the Lender shall stipulate over or in respect of the Chargor's rights, title, benefits and interest (present and future) in and to any such New Agreement. The Chargor agreed that without prejudice to the generality of the foregoing, such mortgages, assignments and charges shall be in such form as shall be prepared on behalf of the Lender and may contain provisions such as are contained in the Deed or provisions to the like effect and/or such other provisions of whatsoever kind as the Lender shall consider necessary

3 Negative pledge

The Borrower agreed that it shall not create or permit to subsist any Security on any of its assets except as provided or contemplated in the Finance Documents

In this form the following terms shall have the following meanings

Agreement means each and every agreement entered into by the Chargor or of which the Chargor has the benefit in relation to the development of the Legally Mortgaged Property, including, without limitation, those specified in schedule 2 (Agreements) of the Deed (referred to as schedule 1 of this Form 395)

Legally Mortgaged Property means the freehold or leasehold property specified in schedule 2 (Legally Mortgaged Property) of the Deed (referred to as Schedule 2 of this Form 395)

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

Receiver means a receiver and manager or (if the Lender so specifies in the relevant appointment) a receiver, in either case, appointed under the Deed, or pursuant to any statute

Security Assets means all assets of the Chargor the subject of any security created by the Deed (and includes without limitation the Mortgaged Property and the Agreements)

Schedule 1

Agreement

The sale and purchase agreement for Unit D dated 31 May 2007 between (1) the Chargor, (2) Stephen William Niland and (3) Tina Yvonne Niland pursuant to which Stephen William Niland and Tina Yvonne Niland have agreed to sell and the Chargor has agreed to purchase the Mortgaged Property upon the terms and subject to the conditions set out therein

Schedule 2

Legally Mortgaged Property

The leasehold land known as Unit D, Crescent Wharf, North Woolwich Road, West Ham, London E16 2BG with title description EGL234088

Company number

06241627

Name of company

*insert full name
of Company

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6241627
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 15 JULY 2008 AND CREATED BY EAST LONDON
HAULAGE LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE OF THE OBLIGORS 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
24 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JULY 2008



Companies House
— for the record —

PS



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES