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CHFP025

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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

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

16

06241627

Name of company

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

Date of creation of the charge

21 October 2008

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

Supplemental Legal Charge 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 acting out of its London branch 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

WHITS/307031-8422

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



LD4 28/10/2008 64
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 (as referred to in clause 1 2 of this Form 395), charged in favour of the Portfolio Security Trustee by way of first legal mortgage its right, title and interest in and to the Legally Mortgaged Property

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 Arthurshaw Goddard LLP

Date 28 October 2008

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

On behalf of [company] [mortgagee/chargee] †

† 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**

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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

BL means Ballymore Limited, a company incorporated under the laws of England and Wales with registration number 04936525

BL Subordination Deed means the subordination deed dated 07 August 2008 and entered into between BL as obligor, Zelah Limited and another as subordinated creditors and the Portfolio Security Trustee as senior creditor

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

BPL means Ballymore Properties Limited, a company incorporated under the laws of England and Wales with registration number 2260505

Debenture means the deed of debenture dated 7 August 2008 between the Chargor and the Portfolio Security Trustee

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

Existing Facility Agreements means

- (a) each of the facility agreements listed in column 3 of part 1 of schedule 2 (Existing Facility Agreements) of the Master Guarantee Deed and
- (b) any other document designated an Existing Facility Agreement by the Portfolio Security Trustee and the Guarantors' Agent

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

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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

- (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

Master Guarantee Deed means the UK master guarantee deed executed on 7 August 2008 by the Chargor and

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other persons specified therein as Original Guarantors, Anglo Irish Bank Corporation plc and the other person specified 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

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

Mulryan Legal Charge means the legal charge dated 7 August 2008 and made between the Portfolio Security Trustee and the Personal Obligor

Mulryan Personal Guarantee means the guarantee dated 7 August 2008 and made between the Portfolio Security Trustee and the Personal Obligor

New Debenture means a debenture dated 7 August 2008 and made between the Portfolio Security Trustee and one or more of the Guarantors, and includes the Debenture

New Facility Agreements means

- (a) the WCF and
- (b) any other facility agreement entered into after the date of the Master Guarantee 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
- (i) any other document designated a New Finance Document by the Portfolio Security Trustee and the Guarantors' Agent

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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 means the Security created, or expressed to be created, in favour of the Portfolio Security Trustee pursuant to the New Security Documents

New Security Documents means

- (c) each New Debenture
- (d) the Mulryan Personal Guarantee
- (e) the Mulryan Legal Charge and
- (f) any other document designated as such by the Portfolio Security Trustee and the Guarantors' Agent

Original Guarantor means the companies listed in schedule 2 to this Form 395

Original Secured Creditor means Anglo Irish Bank Corporation plc and Anglo Irish Asset Finance plc, as more particularly described in the Master Guarantee Deed

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

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Addendum 4/4

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

1.2 Title Guarantee

- (a) It was agreed that every disposition effected by the Deed is made with full title guarantee
- (b) It was 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 Negative pledge

- (a) It was agreed that the Chargor shall not create or permit to subsist any Security over or in respect of any of its assets except as provided in the Finance Documents to which it is a party

3 Confirmation

It was agreed that any legal mortgage, fixed charge or floating charge created by the Debenture or any Supplemental Legal Charge (including in particular all fixed or floating security under clauses 2 and 3 of the Debenture which arose on the Chargor becoming beneficially entitled to such assets) or any rights of the Secured Creditors therein shall continue in force and shall not merge in any security created by the Deed or be released, extinguished or affected in any way by the Deed

Definitions

Legally Mortgaged Property means the freehold or leasehold property specified in schedule 1 (Legally Mortgaged Property) of the Deed (as referred to in Schedule 1 of this Form 395)

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

Schedule 1

Legally Mortgaged Property

Unit B, Crescent Wharf, North Woolwich Road, Newham, London E16 2BG with title number EGL231865

Schedule 2

Original Guarantors

| Name | Jurisdiction of Incorporation and Registered Number |
|------------------------------|---|
| Ballymore Properties Limited | Registered in England and Wales – 02260505 |
| Monomind Limited | Registered in England and Wales – 03850800 |
| Kilopoint Limited | Registered in England and Wales – 04040808 |

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| | |
|--|--|
| Ballymore Properties (Lanark Square) Limited | Registered in England and Wales - 4065907 |
| Ballymore Colmore Row Limited | Registered in England and Wales - 05922225 |
| Domaine Developments Limited | Registered in England and Wales - 04152665 |
| Ballymore Ontario Limited | Registered in England and Wales - 00453764 |
| Cuba Street Limited | Registered in England and Wales - 5655406 |
| Ballymore (Bow Paper) Limited | Registered in England and Wales - 05741262 |
| Ballymore Fulham Limited | Registered in England and Wales - 06370124 |
| East London Haulage Limited | Registered in England and Wales - 06241627 |
| Broadnote Limited | Registered in England and Wales - 06054227 |
| RT Group Developments (Snow Hill) Limited | Registered in England and Wales - 04447259 |
| Ballymore (Hayes) Limited | Registered in England and Wales - 6342732 |
| Pridebank Limited | Registered in England and Wales - 05997986 |
| Ballymore Investments Limited | Registered in England and Wales - 05409636 |
| Ballymore Limited | Registered in England and Wales - 4936525 |
| Bristol Exeter House Limited | Registered in England and Wales - 04488567 |
| Ballymore Developments Limited | Registered in England and Wales - 4065904 |
| Ballymore Snow Hill (Hotel) Limited | Registered in England and Wales - 06381796 |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6241627
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 21 OCTOBER 2008 AND CREATED BY EAST LONDON
HAULAGE 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
28 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 OCTOBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES