

# MG01

## Particulars of a mortgage or charge



005512/V/13

**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 to register particulars of a charge for company. To do this, please use form MG01s.

THURSDAY



LD2 05/11/2009 249  
COMPANIES HOUSE

**1**

**Company details**

Company number

0 6 4 2 0 7 7 2 ✓

Company name in full

Ballymore Development Management Services Limited (Chargor)

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

01 06 2007

**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

Share Charge entered into between the Chargor and Security Trustee (defined below) (the Deed)

**4**

**Amount secured**

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

Amount secured

(a) the Secured Liabilities (as such term is defined in the Debenture) and

(b) all monies and liabilities at the date of the Deed or thereafter due owing or incurred to the Beneficiaries by the Chargor under the Deed in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Beneficiary under any Finance Document except for any obligations which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction (**Secured Obligations**).

continued on 'Amount secured' continuation sheet

**Continuation page**

Please use a continuation page if you need to enter more details.

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## Particulars of a mortgage or charge

### 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 Anglo Irish Bank Corporation Limited, security

Address 10 Old Jewry

London

Postcode E C 2 R 8 D N

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 Charging provisions

##### 1.1 General

All Security created by the Chargor under clause 1.2 of this Form MG01 (as shown in clause 2.2 of the Deed) is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset; and
- (d) granted in favour of the Security Trustee as security trustee for the Beneficiaries.

##### 1.2 Fixed charge

The Chargor charged by fixed charge the Shares and all Related Rights.

#### 3 Negative pledge

3.1 The Chargor agreed it shall not create nor permit to subsist any Security over any of the Secured Assets, other than Security arising under the Deed.

3.2 The Chargor agreed it shall not sell, transfer or otherwise dispose of any of the Secured Assets on terms whereby they are or may be re-acquired by a Chargor or any Obligor

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## Particulars of a mortgage or charge

### 7 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

Nil

### 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 866).

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 870). 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 *Admission Capital LLP* X

This form must be signed by a person with an interest in the registration of the charge.

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## Particulars of a mortgage or charge



### 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 DOWNN/CHAMAA/322161-202

Company name Addleshaw Goddard LLP

Address Box 500

Companies House

21 Bloomsbury Street

Post town London

County/Region

Postcode W C 1 B 3 X D

Country UK

DX

Telephone 020 7160 3383



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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Particulars of a mortgage or charge

5

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

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name trustee for the Finance Parties (Security Trustee)

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

# MG01 - continuation page

Particulars of a mortgage or charge

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## Amount secured

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

Amount secured

In this form MG01 the following terms shall have the following meanings:

**Beneficiaries** is as defined in the Debenture (each a **Beneficiary**)

**Debenture** means a debenture dated 16 October 2009 granted by Ballymore Asset Management Limited (registered in England with number 06730532) as chargor in favour of the Security Trustee

**Finance Document** is as defined in the Debenture.

**Finance Parties** is as defined in the Debenture

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## 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

or any other Subsidiary of the Chargor in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

#### 4 Restrictions on disposals

The Chargor agreed it shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets.

#### 5 Further assurance

5.1 The Chargor agreed it shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) in favour of the Security Trustee or its nominee(s):

- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by the Deed or for the exercise of any rights, powers and remedies of the Security Trustee or the Beneficiaries provided by or pursuant to the Deed or by law; and/or
- (b) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under the Deed.

5.2 The Chargor agreed it shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Beneficiaries by or pursuant to the Deed.

In this form MG01 the following terms shall have the following meanings:

**Event of Default** is as defined in the Debenture

**Finance Document** is as defined in the Debenture

**Financial Indebtedness** means any indebtedness for or in respect of:

- (a) moneys borrowed
- (b) any amount raised by acceptance under any acceptance credit facility
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument

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## 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

- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP (as defined in the Deed), be treated as a finance or capital lease
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis)
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account)
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above

**Obligor** is as defined in the Debenture

**Related Rights** means in respect of any Share:

- (a) all monies paid or payable in respect of that Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Share and
- (c) all rights derived from or incidental to that Share

**Secured Assets** means all of the assets the subject of any Security created by or under this Deed in favour of the Security Trustee (each being a **Secured Asset**)

**Security** is as defined the Debenture

**Shares** means all shares in Ballymore Asset Management Limited present and future held by the Chargor including the 1 share of £1.00 each in the Ballymore Asset Management Limited registered in the name of the Chargor as at the date of the Deed

**Subsidiary** means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985





## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6420772  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 16  
OCTOBER 2009 AND CREATED BY BALLYMORE  
DEVELOPMENT MANAGEMENT SERVICES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE BENEFICIARIES 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 5 NOVEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 NOVEMBER  
2009**



**Companies House**  
— for the record —



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