

MG01

Particulars of a mortgage or charge



V045393 / 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 a company. To do this, please use form MG01s

THURSDAY



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12/05/2011

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COMPANIES HOUSE

1

Company details

Company number

6 4 2 0 7 7 2

Company name in full

Ballymore Development Management Services Limited

(Chargor)

2

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

d2 d1 m0 m4 y2 y0 y1 y1

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

A deed of charge by assignment between the Chargor and the Portfolio Security Trustee (as defined below) (**Deed**)

4

Amount secured

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

Amount secured

All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of RTGD and the Guarantors to the Secured Lenders under the Finance Documents and the New Finance Documents (**Secured Liabilities**)

cont/d

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 Anglo Irish Bank Corporation Limited (**Portfolio Security Trustee**)

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 Title Guarantee

- (a) Every disposition effected by the Deed is made with full title guarantee
- (b) 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 Assignment

The Chargor, in the manner specified in paragraph 1 of this form MG01, assigned to the Portfolio Security Trustee as security trustee for the Secured Lenders by way of first fixed security for the payment and performance of the Secured Liabilities all its title, rights, benefit and interest (present and future) in

- (a) the Charged Agreements and all benefits to accrue to the Chargor under and/or pursuant to each of the Charged Agreements, and
- (b) the proceeds of any payments claims damages awards and judgments which may be received by the Chargor under and/or pursuant to each of the Charged Agreements and the right to enforce and sue upon each of the Charged Agreements, and
- (c) all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents on the date of the Deed or thereafter in existence under or in relation to each and any of the Charged Agreements

cont/d

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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 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 Addleshaw Goddard 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 **KHANS (307031/8532)**

Company name
Addleshaw Goddard LLP

Address **PO Box 500**

Companies House

21 Bloomsbury Street

Post town **London**

County/Region

Postcode

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Country

DX **London**

Telephone **02071603324**



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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Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>In this form the following terms shall have the following meanings</p> <p>Finance Documents means the Existing Finance Documents and the New Finance Documents (as each such term is defined in the Master Guarantee Deed unless otherwise defined in this form MG01)</p> <p>Guarantor means</p> <ul style="list-style-type: none"> a) an Original Guarantor or b) each person that becomes a Guarantor party to this Deed pursuant to clause 16.2 (New Guarantors) <p>(as each such term is defined in the Master Guarantee Deed unless otherwise defined in this form MG01)</p> <p>Master Guarantee Deed means the UK master guarantee deed dated 7 August 2008 by RTGD and the other persons specified therein as Original Guarantors, Anglo Irish Bank Corporation Limited and the other persons specified therein as Original Secured Creditors and the Portfolio Security Trustee (as each such term is defined in the Master Guarantee Deed unless otherwise defined in this form MG01)</p> <p>New Finance Documents means at any time</p> <ul style="list-style-type: none"> a) the Deed b) each interest rate hedging agreement entered or to be entered into between a Guarantor and Anglo Irish Bank Corporation Limited (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 <p>(as each such term is defined in the Master Guarantee Deed unless otherwise defined in this form MG01)</p> <p>Obligors means the Borrower, any Guarantor and any other person who has given Security to any Finance Party for the obligations and liabilities of the Borrower under the Facility Agreement</p> <p>RTGD means RT Group Developments Limited (Registered in England and Wales No 04447259)</p> <p>Secured Lenders has the meaning given to that term in the Master Guarantee Deed</p>

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Particulars of a mortgage or charge

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

Amount secured

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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

3 Undertakings

The Chargor shall not

- (i) create or permit to subsist any interest by way of security of whatsoever nature on any Security Asset other than as created by the Deed, or
- (ii) assign or otherwise transfer all or part of its title, rights and interest in or all or part of the benefits to accrue to it under and/or pursuant to any of the Charged Agreements to any third party

In this form the following terms shall have the following meanings

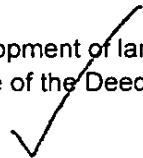
Charged Agreements means the agreement listed in schedule 3 (Charged Agreements) of the Deed as set out in the schedule to this form MG01

Security Asset means all assets of the Chargor the subject of any security created by or pursuant to the Deed (and includes without limitation the Charged Agreements)

Schedule

Charged Agreements

Contract for the provision of management services in relation to the development of land and buildings to be known as Building 2, Snow Hill, Birmingham dated the date of the Deed and made between HEDF II Birmingham S ā r l (1) and the Chargor (2)





4/c

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. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE BY
ASSIGNMENT DATED 21 APRIL 2011 AND CREATED BY
BALLYMORE DEVELOPMENT MANAGEMENT SERVICES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM RTGD AND THE GUARANTORS TO THE SECURED
LENDERS 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 12 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 MAY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES