

MG01

Particulars of a mortgage or charge



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LASERFORM

V041578/13

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

TUESDAY

COMPANIES HOUSE



LD5 06/12/2011 48

COMPANIES HOUSE

1 Company details

Company number 2 2 6 0 5 0 5
Company name in full Ballymore Properties Limited (Chargor)

52 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 d5 m1 m1 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 charge between the Chargor and the Security Trustee (as defined in section 5 below)
(Charge)

4 Amount secured

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

Amount secured (a) the Secured Liabilities and
(b) all monies and liabilities on or after the date of the Charge
due owing or incurred to the Beneficiaries by the Chargor
under the Charge 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

(Secured Obligations)

Continued

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

4+10

MG01

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 Irish Bank Resolution Corporation Limited (**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 Charging provisions

1 1 General

All Security created by the Chargor under clause 2 2 of the Charge (reproduced as paragraph 1 2 of this form MG01) 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 Security 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 495.

2 Negative pledge

- 2 1 The Chargor agreed that it shall not create nor permit to subsist any Security over any of the Security Assets, other than Security arising under the Charge

Continued

MG01

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 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

MG01

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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 LARNH(322161-282)

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

DX London

Telephone



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 enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

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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>Beneficiaries means the Ontario Finance Parties and the MGD Secured Creditors (as each such term is defined in the Debenture)</p> <p>Company means Ballymore NPW Hotel Limited (registered in England with number 05923791)</p> <p>Debenture means a deed of debenture and subordination dated on or about the date of the Charge and entered into between, amongst others, the Company as chargor and the Security Trustee</p> <p>Secured Liabilities means</p> <ul style="list-style-type: none"> (a) the Ontario Liabilities (b) the MGD Liabilities and (c) sums due by the Chargor under the Debenture <p>(as each such term is defined in the Debenture unless otherwise defined in this form MG01)</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>2 2 The Chargor agreed that it shall not sell, transfer or otherwise dispose of any of the Security Assets on terms whereby they are or may be re-acquired by the Chargor or any Obligor 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</p> <p>2 3 The Chargor 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 Security Assets</p> <p>Obligor has the meaning ascribed to it in the Ontario Facility Agreement</p> <p>Ontario Facility Agreement means a facility agreement dated 17 April 2005 between, among others, BOL as borrower and IBRC Asset Finance plc (formerly Anglo Irish Asset Finance plc) as facility agent and security agent as amended and restated on 30 September 2008 and as further amended and restated and/or about the date of the Charge (as each such term is defined in the Debenture unless otherwise defined in this form MG01)</p> <p>Related Rights means in respect of any Share</p> <p>(a) all monies paid or payable in respect of that Share (whether as income, capital or otherwise)</p> <p>(b) all shares, investments or other assets derived from that Share and</p> <p>(c) all rights derived from or incidental to that Share</p> <p>Security Assets means all of the assets the subject of any Security created by or under the Charge in favour of the Security Trustee</p> <p>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</p> <p>Shares means all shares in the Company present and future held by the Chargor including the 1 ordinary share of £1 00 each in the Company registered in the name of the Chargor as at the date of the Charge</p> <p>Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the CA2006 and any company which would be a subsidiary undertaking within the meaning of section 1162 of the CA2006 but for any Security subsisting over the shares in that company from time to time</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 2260505
CHARGE NO. 52

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 25
NOVEMBER 2011 AND CREATED BY BALLYMORE PROPERTIES
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 6 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 DECEMBER
2011

