

MG01

Particulars of a mortgage or charge



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LASERFORM

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



LD3

LQ601J45

13/04/2010

33

COMPANIES HOUSE

1

Company details

Company number

0 2 2 6 0 5 0 5

Company name in full

Ballymore Properties Limited (Chargor)

5111

→ 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

d 3 d 0 m 0 m 3 y 2 y 0 y 1 y 0

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 over accounts between the Chargor and the Security Agent (as
defined below) (Charge Over Accounts)

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 the Chargor to the Finance Parties
(as defined below) (or any of them) under the
Finance Documents (as defined below) 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)

Continuation page

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

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 **Anglo Irish Asset Finance Plc (Security Agent)**

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 Security

1 1 Charge

The Chargor, in the manner specified in clause 3 2 of the Charge Over Accounts (as shown in clause 1 2 of this form) charged the Security Assets by way of first fixed charge in favour of the Security Agent for the payment and discharge of the Secured Liabilities

1 2 Title guarantee

(a) All Security created by the Charge Over Accounts is

(1) made with full title guarantee,

(11) a continuing security for the payment and discharge of the Secured Liabilities, and

(111) granted in favour of the Security Agent as agent and trustee for and on behalf of itself and the Finance Parties

(b) The other terms of the Charge Over Accounts 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

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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 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 Adalshaw Goddard LLP X

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

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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 LOWEA/322161-246

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,
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 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

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 Negative Pledge

The Chargor shall not, otherwise than

- (a) in favour of the Security Agent, or
- (b) with the prior written consent of the Security Agent and in accordance with and subject to any conditions which the Security Agent may attach to such consent,

create, grant, extend or permit to subsist any encumbrance or Security of whatsoever nature over the Security Assets or any part thereof or permit or agree to any variation of the rights attaching to the Security Assets

3 Further assurance

The Chargor shall, at its own expense, take whatever action (including, without limitation, payment of all stamp duties and other registration fees) the Security Agent (acting reasonably) may require for

- (a) perfecting or protecting the security intended to be created by the Charge Over Accounts over any Security Asset, and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Security Agent or any of its or 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 Security Agent 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 Security Agent may think expedient

In this form the following terms shall have the following meanings

Finance Document means the Facility Agreement, the Deed of Priorities, the Subordination Deed (if any) and each Security Document and any other document designated as such by the Facility Agent and the Borrower (and **Finance Documents** shall be construed accordingly)

Finance Party means each Lender, the Facility Agent, the Security Agent and the Arranger (and **Finance Parties** shall be construed accordingly)

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 Assets means all the rights, title and interests of the Chargor in the Deposits and the Accounts together with all interest thereon and all rights, benefits and proceeds thereof



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. 51**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER ACCOUNTS
DATED 30 MARCH 2010 AND CREATED BY BALLYMORE
PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE FINANCE
PARTIES 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
13 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2010



Companies House
— for the record —

P0/DJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES