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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

[4][1][1][1]

5741262

0400024

Name of company

* Ballymore (Bow Paper) Limited whose registered office is at St Johns House, 5 South Parade,
Summertown, Oxford OX2 7JL (Chargor)

Date of creation of the charge

22 October 2007

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

Supplemental Legal Charge between the Chargor and the Lender (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 Obligors to the Lender under the 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 Asset Finance plc (trading as Anglo Irish Development Finance) (No 3091082) whose
registered office is at C/O Anglo Irish Bank, 10 Old Jewry, London, EC3R 8DN (Lender)

Postcode

Presentor's name address and
reference (if any)

Addleshaw Goddard LLP
Box 500, Companies House, 21
Bloomsbury Street, London,
WC1B 3XD

WHITS/322161-94

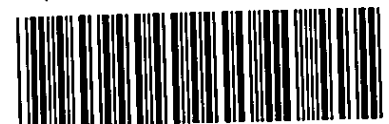
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



LD4

25/10/2007

106

COMPANIES HOUSE

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Please complete legibly, preferably in black type, or bold block lettering

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 of the Deed (and as referred to in clause 1 2 of this Form 395), charged in favour of the Lender by way of first legal mortgage its right, title and interest in and to the Legally Mortgaged Property

1 2 Title Guarantee

- (i) Every disposition effected by the Deed is made with full title guarantee
- (ii) 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

Continued in Addendum 4/4

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed Abalashaw Goddard LLP

Date 25 October 2007

On behalf of ~~XXXXXX~~ [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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House, 5 South Parade, Summertown, Oxford OX2 7JL (Chargor).

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)

Addendum 3/4

- 3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

2 **ASSIGNMENT**

The Chargor, in the manner specified in clause 2.2 of the Deed (and as referred to in clause 1.2 of this Form 395), assigned to the Lender by way of security for the payment and performance of the Secured Liabilities all of its right, title and interest in the Knights Road Occupational Lease including all rental income and any guarantee of any rental income contained in or relating to that lease

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 Lender therein should continue in force and should not merge in any security created by the Deed or be released, extinguished or affected in any way by the Deed

4 **NEGATIVE PLEDGE**

The Borrower shall not create or permit to subsist any Security on any of its assets except as provided or contemplated in the Finance Documents

Schedule 1

Legally Mortgaged Property

- 1 All that freehold property known as land and buildings on the South West side of Knights Road, Silvertown, London being all the land registered at The Land Registry with Title Number EGL33720
- 2 All that freehold property known as land and buildings on the South East side of Knights Road, Silvertown, London

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being all the land registered at The Land Registry with Title Number EGL32604

3

All that freehold property known as 30-48 (even numbers) Bradfield Road, Silvertown, London being all the land
registered at The Land Registry with Title Number NGL197379**Schedule 2****Occupational Leases**A lease in respect of the Legally Mortgaged Property dated 22 October 2007 made between (1) Ballymore (Bow
Paper) Limited and (2) Propser De Mulder Limited for a term of 36 months from the date of grant**Definitions****BDL** means Ballymore Developments Limited, a company registered in England and Wales with company number
4065904**Ballymore UK** means Ballymore Properties Limited, a company registered in England and Wales with company
number 2260505**Borrower** means the Chargor**Debenture** means the deed of debenture dated 26 March 2007 between the Chargor and the Lender**Facility Agreement** means the facility agreement dated 26 March 2007 (as amended and restated by an
amendment and restatement agreement dated 22 October 2007) pursuant to which the Lender agreed to make
available to the Chargor term loan facilities on the terms, and subject to the conditions, set out therein**Finance Document** means the Facility Agreement, the Subordination Deed, each Security Document and any
other document designated as such by the Lender and the Borrower**Guarantees means**(a) the guarantee entered into on or about the date of the Facility Agreement by Ballymore UK in favour of the
Lender, and

(b) the guarantee entered into on or about the Restatement Date by Ballymore UK in favour of the Lender

(each a **Guarantee**)**Guarantors** means Ballymore UK and any other person who guarantees the obligations of the Borrower to the
Lender from time to time (each a **Guarantor**)**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)**Knights Road Occupational Lease** means the occupation lease specified in schedule 2 (Occupational Leases) of
the Deed (as referred to in schedule 2 of this Form 395)**Knights Road Property** has the meaning ascribed to it in the Facility Agreement

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Manhattan Wharf Property has the meaning ascribed to it in the Facility Agreement

Obligor means the Borrower, BDL, any Guarantor and any other person who has given Security to any Lender for the obligations and liabilities of the Borrower under the Facility Agreement

Restatement Date means 22 October 2007

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 Documents means the Debenture, any Supplemental Legal Charge, the Shareholder's Mortgage, the Guarantee and any other document designated as such by the Lender and the Borrower

Shareholder's Mortgage means the mortgage of shares in the Borrower to be entered into on the date of the Facility Agreement by BDL in favour of the Lender

Subordination Deed means

- (a) any deed of subordination entered into or to be entered into by any Obligor in favour of the Lender, and
- (b) any other agreement or deed pursuant to which the claims of any lender to any Obligor against such Obligor are subordinated to the claims of the Lender against such Obligor

(and **Subordination Deeds** shall be construed accordingly)

Supplemental Legal Charge means

- (a) the supplemental legal charge dated 29 March 2007 in relation to the Manhattan Wharf Property,
- (b) the supplemental legal charge dated on or about the Restatement Date between the Borrower and the Lender in relation to the Knights Road Property, and
- (c) any other supplemental legal charge in substantially the form specified in schedule 7 (Form of Supplemental Legal Charge) of the Debenture duly executed by the Borrower and the Lender

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05741262

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE DATED THE 22nd OCTOBER 2007 AND CREATED BY BALLYMORE (BOW PAPER) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO ANGLO IRISH ASSET FINANCE PLC TRADING AS ANGLO IRISH DEVELOPMENT FINANCE 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 25th OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th OCTOBER 2007

dc
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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES