

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

395

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

**To the Registrar of Companies
(Address overleaf - Note 6)**

For official use

Company number

117

05741262

Name of company

* **Ballymore (Bow Paper) Limited** a company registered in England and Wales whose registered office is at St Johns House, 5 South Parade Summertown, Oxford, Oxfordshire OX2 7JL (**Chargor**)

Date of creation of the charge

07 August 2008

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

Debenture between the Chargor and the Portfolio Security Trustee (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 Guarantors to the Secured Creditors under the New 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 Bank Corporation plc acting out of its London branch at 10 Old Jewry, London, as portfolio security trustee under the Master Guarantee Deed (**Portfolio Security Trustee**) which term shall include any person appointed as portfolio security trustee or as an additional trustee in accordance with the terms of the Master Guarantee Deed

Postcode EC2R 8DN

Presenter's name address and
reference (if any)

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

WHITS/322161-151

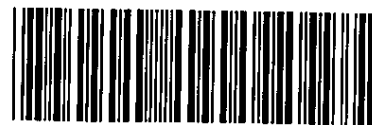
Time critical reference

For official Use (02/06)

Mortgage Section

Post room

WEDNESDAY



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LD5

20/08/2008

16

COMPANIES HOUSE

1 Fixed Security

1.1 Creation

The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in clause 2.3 (Title Guarantee) of the Deed (as referred to in clause 1.3 of this Form 395)

- (a) charged in favour of the Portfolio Security Trustee as security trustee for the Secured Creditors by way of first legal mortgage all the Mortgaged Property,

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07

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N11

Signed Addleshaw Goddard LLP

Date 20 August 2008

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

† 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 situated 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**

Name of company

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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 descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

(b) charged in favour of the Portfolio Security Trustee by way of a first fixed charge

- (i) (to the extent that they are not within paragraph 2 1(a) of the Deed (as referred to in paragraph 1 1 (a) of this Form 395)) all interests in any other freehold or leasehold property at the date of the Deed or any time thereafter belonging to it,
- (ii) all of its rights and benefit under each and any agreement relating to the acquisition of the Mortgaged Property by it or for it and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents at the date of the Deed or any time thereafter in existence in relation to the Mortgaged Property,
- (iii) all plant and machinery belonging to it and its interest in any plant or machinery in its possession and in all Fixtures,
- (iv) all of its benefits, claims and returns of premiums in respect of the Insurances,
- (v) its rights under any appointment of a managing agent of the Mortgaged Property or the Premises,
- (vi) all moneys standing to the credit of the Deposit Account, the Current Account and the Blocked Accounts,
- (vii) all moneys standing to the credit of any other account (including any other Security Accounts from time to time and notwithstanding that the existence of such an account may be in breach of the Deed) with any person and the debts represented by them,
- (viii) its goodwill and its uncalled capital,

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- (ix) its book and other debts, both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to it to the extent that the same relate to or arise in relation to the Mortgaged Property,
 - (x) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub paragraph 2 1(b)(ix) of the Deed (as referred to in paragraph 1 1(b)(ix) of this Form 395),
 - (xi) its rights under any Hedging Agreements and any other hedging arrangement,
 - (xii) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the Mortgaged Property and the right to recover and receive all compensation which may be payable to it,
 - (xiii) the benefit, to the extent vested in it, of all building contracts, professionals appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers or any other person in relation to the Mortgaged Property, including all rights and remedies available to it against such persons,
 - (xiv) its rights and benefits under any patents, trade marks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on any Mortgaged Property) and any other similar intellectual property assets or rights,
 - (xv) each VAT refund payable by H M Revenue and Customs to the Chargor (together with all rights to claim such VAT refund and the proceeds of any judgment awarded in favour of the Chargor in relation to such VAT refund), and
 - (xvi) to the extent that any assignment in clause 2 2 (Assignment) of the Deed (as referred to in clause 1 1 of this Form 395) is ineffective as an assignment, the assets referred to in that class,
 - (c) mortgaged and charged and agreed to mortgage and charge to the Portfolio Security Trustee the Security Shares held at the date of the Deed or any time thereafter by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage, and
 - (d) mortgaged and charged and agreed to mortgage and charge to the Portfolio Security Trustee all the Related Rights accruing to all or any of the Security Shares held at the date of the Deed or any time thereafter by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge,
- provided that
- (i) no dividends or other distributions may be paid unless permitted under the terms of the Existing Facility Agreement or the Share Mortgage, and
 - (ii) no voting rights attaching to the Security Shares may be exercised by the Chargor unless permitted under the terms of the Existing Facility Agreement or the Share Mortgage

1 2 Assignment

The Chargor, in the manner specified in clause 2 3 (Title Guarantee) of the Deed (as referred to in clause 1 3 of this

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Form 395), assigned to the Portfolio Security Trustee by way of security for the payment and performance of the Secured Liabilities all of its right, title and interest (if any) in and to

- (a) each Agreement and the right to receive all proceeds and damages therefrom and the right to enforce the same, and
- (b) each Occupational Lease (if applicable), all Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease, and
- (c) all its rights (if any) under any insurance relating to the Mortgaged Property or to which the Chargor is otherwise entitled in respect thereof, including all insurances relating to the Development, and
- (d) all its rights under any hedging arrangements, and
- (e) all Sales Proceeds and any guarantees or insurance bonds in support of the same

1 3 Title Guarantee

- (a) It was agreed that all Security created by the Charger under clause 2 1 (Creation) and 2 2 (Assignment) of the Deed (as referred to in clause 1 1 and 1 2 of this Form 395) is
 - (i) a continuing security for payment and discharge of the Secured Liabilities,
 - (ii) granted with full title guarantee,
 - (iii) granted in respect of all right, title and interest (if any), present and future, of the Chargor in and to the relevant Security Assets and
 - (iv) granted in favour of the Portfolio Security Trustee as security trustee for the Secured Creditors
- (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 Floating Charge

2 1 Creation

The Chargor as security for the payment of the Secured Liabilities and in the manner specified in clause 2 3 (Title Guarantee) of the Deed (as referred to in clause 1 3 of this Form 395) charged in favour of the Portfolio Security Trustee as security trustee for the Secured Creditors by way of a floating charge all its assets from time to time not otherwise effectively mortgaged or charged by way of fixed legal mortgage, fixed charge or assignment by way of security by clause 2 (Fixed Security) of the Deed (as referred to in clause 1 of this Form 395)

2 2 Conversion by notice

It was agreed that the Portfolio Security Trustee may by notice to the Chargor convert the floating charge created by the Deed into a fixed charge in relation to all or any of the Chargor's assets specified in the notice if

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- (a) the Portfolio Security Trustee has reasonable grounds for considering those assets to be in jeopardy, by legal process or otherwise, or
- (b) a Portfolio Event of Default is continuing, or
- (c) the Portfolio Security Trustee becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Portfolio Security Trustee, be likely to lead to the presentation of a petition to appoint an administrator in relation to the Chargor (or such an administrator has been appointed) or to wind up the Chargor (or that such a petition has been presented)

2 3 Automatic conversion

It was agreed that the floating charge created by the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over the assets, rights and property of the Chargor (other than in respect of assets situate in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to section 72 of the Insolvency Act 1986 by reason of automatic conversion) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up

3 Negative pledge

- (i) It was agreed that the Chargor shall not, without the prior written consent of the Portfolio Security Trustee, other than in accordance with the New Finance Documents, create or permit to subsist or arise any Security on the Security Assets
- (ii) Subject to paragraph 5 2(b)(i) of the Deed (as referred to in clause 3(i) of this Form 395), any Security on the Security Assets created in the future by the Chargor (otherwise than in favour of the Portfolio Security Trustee) shall be expressed to be subject to the Deed

4 Further Assurances

- (a) It was agreed that the Chargor shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Portfolio Security Trustee or a Receiver may reasonably require for
 - (i) perfecting or protecting the security intended to be created by the Deed over any Security Asset,
 - (ii) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Portfolio Security Trustee or any Receiver or any of its or their 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 Portfolio Security Trustee 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 Portfolio Security Trustee may think expedient

5 Additional Security

It was agreed that the security constituted by the Deed is in addition to and is not in any way prejudiced by any other security held at the date of the Deed or any time thereafter by the Portfolio Security Trustee for any of the Secured

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Liabilities

6 Continuing Security

It was agreed that the security constituted by the Deed is continuing and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

7 Covenant to pay

The Chargor covenanted with the Portfolio Security Trustee as security trustee for the Secured Creditors under the Master Guarantee Deed to pay or discharge the Secured Liabilities when due in the manner provided for in any document creating or evidencing the Secured Liabilities and/or otherwise as agreed from time to time

Definitions

Agreement means each and every agreement entered into by the Chargor or of which the Chargor has the benefit in relation to the Mortgaged Property, including, without limitation, those specified in schedule 2 (Agreements) (if any)

Ballymore UK means Ballymore Properties Limited, a company registered in England and Wales with company number 2260505

Ballymore Wider Group means each of the following companies

- (a) BPHL and each of its Subsidiaries
- (b) DL and each of its Subsidiaries and
- (c) such other persons as the Portfolio Security Trustee and the Guarantors' Agent may agree from time to time

BDL means Ballymore Developments Limited (registered in England and Wales No 4065904)

BL means Ballymore Limited as designated in schedule 1 (Original Guarantors) of the Master Guarantee Deed

BL Subordination Deed means the subordination deed entered into on or about the date of the Master Guarantee Deed between BL as obligor, Zelah Limited and another as subordinated creditors and the Portfolio Security Trustee as senior creditor

Blocked Accounts means

- (a) the Proceeds Account as defined and opened for the purpose of the Master Guarantee Deed in the name of the Chargor
- (b) any other account of the Chargor as the Portfolio Security Trustee and the Chargor may designate from time to time

Borrower means Bow Waste Paper Mills Limited (registered in England and Wales No 00337320)

BPL means Ballymore Properties Limited as designated in schedule 1 (Original Guarantors) of the Master Guarantee

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Deed

BPHL means Ballymore Properties Holdings Limited, a company incorporated under the laws of England and Wales with registration number 04910171

Current Account has the meaning ascribed to it in the New Facility Agreement

Deposit Account has the meaning ascribed to it in the New Facility Agreement

Development means the development of the Development Site to provide 450 residential units and any variation thereof permitted by the Lender

Development Site means the Property and the Shareholder's Property and all other freehold, leasehold or commonhold property which is acquired by the Borrower or the Shareholder in connection with the Development

Distribution Account has the meaning ascribed to it in the New Facility Agreement

DL means Docket Limited, a company incorporated under the laws of Jersey with registration number 77570

Existing Facility Agreement means the existing facility agreement dated 26 March 2007 between the Chargor as borrower and the Lender as lender

Existing Finance Documents means

- (a) each of the Finance Documents (existing or future) as defined in each Existing Facility Agreement (or, where no such defined term appears in an Existing Facility Agreement, such Existing Facility Agreement and any guarantee, security document, indemnity or hedging agreement (not being a New Finance Document) entered into between any applicable Guarantor and the applicable Secured Creditor in relation to such Existing Facility Agreement) (including in any such case, without limitation, those documents specified in column 7 of schedule 2 (Original Secured Creditors) opposite such Existing Facility Agreement), and
- (b) any other document designated an Existing Finance Document by reference to an Existing Facility Agreement by the Portfolio Security Trustee and the Guarantors' Agent

Existing Guarantors means Ballymore UK and any other person who guarantees the obligations of the Chargor to the Lender from time to time (each a **Guarantor**)

Finance Documents means the Existing Finance Documents and the New Finance Documents

Financial Indebtedness includes any indebtedness in respect of

- (f) any acceptance credit
- (g) the acquisition cost of any asset, be it payable before or after the time of acquisition or possession, where the advance or deferred payment for that cost is arranged in order to raise finance or to finance the acquisition of that asset
- (h) currency swap or interest swap, cap or collar arrangements

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- (i) any debenture, bond, note, loan stock or other security
- (j) any guarantee, indemnity or similar assurance against financial loss of any person
- (k) leases taken (or granted) in order to raise finance or to finance the acquisition of the asset leased
- (l) moneys borrowed and debit balances at banks
- (m) receivables sold or discounted (otherwise than on a non recourse basis) and
- (n) amounts raised under any other transaction having the commercial effect of a borrowing or raising of money

Fixtures means all fixtures and fittings (including those of trade) and fixed plant and machinery on the Mortgaged Property in each case belonging to the Chargor but excluding tenant's fixtures where the Chargor is not the tenant and the landlord's fixtures where the Chargor is not the landlord

Guaranteed Instrument means each of the following

- (a) each of the VL Finance Documents and
- (b) any other existing or future facility agreement, hedging agreement or other instrument constituting or evidencing Financial Indebtedness the creditor under which is a Secured Creditor and the obligor under which is a member of the Ballymore Wider Group (other than a Guarantor) and which agreement or instrument is so designated by the Portfolio Security Trustee and the Guarantors' Agent

Guarantor means

- (a) an Original Guarantor or
- (b) each person that becomes a Guarantor party to the Master Guarantee Deed pursuant to clause 16.2 (New Guarantors) of the Master Guarantee Deed

Guarantors' Agent means BPL

Hedging Agreement means any master agreement, confirmation, schedule or other agreement in form and substance satisfactory to the Portfolio Security Trustee to be entered into by the Chargor and Anglo Irish Bank Corporation plc for the purpose of hedging interest rate liabilities in relation to the Existing Facility Agreement

Insurances means all contracts and policies of insurance taken out and/or maintained by or for the Chargor in accordance with the provisions of the Existing Facility Agreement or any such policy of insurance in which the Chargor has an interest (to the extent of that interest)

Lender means Anglo Irish Asset Finance plc (trading as Anglo Irish Development Finance)

Master Guarantee Deed means the UK master guarantee deed executed on 7 August 2008 by the Chargor and the other persons specified therein as Original Guarantors, Anglo Irish Bank Corporation plc and the other person specified therein as Original Secured Creditors and the Portfolio Security Trustee

Millharbour means Ballymore Millharbour Limited, a company incorporated in England and Wales with registration

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*insert full name
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number 5381058

Millharbour Undertaking means the deed of undertaking entered or to be entered into between the Portfolio Security Trustee and Millharbour

Mortgaged Property means the property specified in schedule 1 (Mortgaged Property) of the Deed (as referred to in schedule 1 of this Form 395) and all other freehold, leasehold or commonhold property (including the Premises) which is subject to a Security created by or under the Deed

Mulryan Legal Charge means the legal charge made or to be made between the Portfolio Security Trustee and the Personal Obligor

Mulryan Personal Guarantee means the guarantee to be made on 7 August 2008 between the Portfolio Security Trustee and the Personal Obligor

New Debenture means a debenture dated on or about the date of the Master Guarantee Deed and made between the Portfolio Security Trustee and one or more of the Guarantors and includes without limitation the Deed

New Facility Agreements means

- (a) the WCF and
- (b) any other facility agreement entered into after the date of this deed by one or more Guarantors as borrowers and one or more of the Secured Creditors and designated a New Facility Agreement by the Portfolio Security Trustee and the Guarantors' Agent

New Finance Documents means at any time

- (a) the Master Guarantee Deed
- (b) each interest rate hedging agreement entered or to be entered into between a Guarantor and Anglo Irish Bank Corporation plc (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

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New Secured Creditor means

- (a) the Portfolio Security Trustee and
- (b) a person who becomes a Secured Creditor party to this Deed under clause 16 3 (Secured Creditors)

New Security Documents means

- (a) the Deed
- (b) the Mulryan Personal Guarantee
- (c) the Mulryan Legal Charge and
- (d) any other document designated as such by the Portfolio Security Trustee and the Guarantors' Agent

Occupational Lease means any agreement for lease, lease, licence, tenancy, overriding lease or occupational arrangement to which the Mortgaged Property may be subject from time to time (including the arrangements specified in schedule 4 (Occupational Leases) of the Deed (as referred to in schedule 4 of this Form 395) and, if the Chargor itself has a leasehold interest in the Mortgaged Property, includes, where the context admits, the lease subject to which it holds the Mortgaged Property

Original Guarantors means the companies listed in schedule 3 of this Form 395

Original Secured Creditors means Anglo Irish Bank Corporation plc and Anglo Irish Asset Finance plc as more particularly described in the Master Guarantee Deed

Personal Obligor means Sean Martin Mulryan of Ardenode Stud, Ballymore Eustace, Co Kildare, Ireland

Portfolio Event of Default has the meaning given to it in clause 12 1 (Portfolio Event of Default – General) of the Master Guarantee Deed

Premises means any building or other edifice from time to time on the Mortgaged Property

Proceeds Account means an account specified in clause 8 1(a) (Designation of Accounts) of the Master Guarantee Deed

Property means all that freehold land described in schedule 1 (The Property) of the Existing Facility Agreement

Receiver means a receiver and manager or (if the Portfolio Security Trustee so specifies in the relevant appointment) a receiver, in either case, appointed under the Deed, or pursuant to any statute

Related Rights means, in relation to the Shares, all dividends and other distributions paid or payable after the date of the Deed on all or any of the Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Shares or in substitution or exchange for any of the Shares

Rental Income in relation to the Development Site means at any time

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- (a) the aggregate of the gross rents, licence fees and other monies reserved by or arising out of all Occupational Leases to which the Borrower and/or the Shareholder is entitled, and
- (b) all other monies derived by the Borrower and/or the Shareholder from any third parties relating to the use and/or occupation of the Development Site (including, without limitation, profits, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and any covenantor under any Occupational Lease and sums received from any deposit held as security for the performance of tenants' obligations)

Sales Proceeds means any and all sums (other than Rental Income) payable to the Borrower or the Shareholder, as the case may be, whether by purchasers or others upon the disposal (whether by transfer, assignment or otherwise) of, the grant or creation of any interest in or in respect of other transaction or arrangement relating to the Development Site or any part of it together with

- (a) any other sums of a capital nature derived from the Development Site (including any proceeds of any insurance claim other than for loss of rent) or any dealing with it, and
- (b) any compensation or damages received for any use or disturbance, blight, damage or compulsory purchase affecting the Development Site or any part of it,

in each case after deduction of any estate agent's properly incurred fees and the Borrower's or, as applicable, the Shareholder's properly incurred legal fees and any other reasonable costs and expenses directly and properly incurred in connection with the foregoing and previously approved by the Lender

Secured Creditors has the meaning given to that term in the Master Guarantee Deed

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 Accounts means

- (a) the Current Account
- (b) the Deposit Account
- (c) the Distribution Account opened for the purpose of the Master Guarantee Deed in the name of the Chargor, and
- (d) any other account established or maintained in the name of the Chargor

(each a **Security Account**)

Security Assets means all assets of the Chargor the subject of any security created by the Deed (and includes the Mortgaged Property)

Security Shares means the Shares and the Related Rights attaching thereto

Share Mortgage means the mortgage of shares in the Chargor granted in favour of the Lender on or about the date of the Existing Facility Agreement

Name of company

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Shares means all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments at the date of the Deed or any time thereafter owned by the Chargor

Shareholder means Ballymore Developments Limited, a company registered in England and Wales with company number 4065904

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

Shareholder's Property means Unit A Corporation Wharf, Bradfield Road, London E16 as the same is registered at the Land Registry under title number EGL234736 with title absolute

Subordination Amendment Deed has the meaning given to it in the WCF

Subsidiary means a subsidiary within the meaning of section 736 of the Companies Act 1985

VAT means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

VL means Vitely Limited a company incorporated under the laws of England with registration number 4027815

Working Capital Facility (WCF) means the facility agreement executed on 7 August 2008 by the Chargor and other persons specified therein as joint borrowers and Anglo Irish Bank Corporation plc as Lender

Schedule 1

Mortgaged Property

- 1 The freehold land known as Silvertown Storage Depot, Bradfield Road, London E16 2AX as the same is registered at The Land Registry with title absolute under title number EGL161266
- 2 The freehold land known as Manhattan Wharf, Bradfield Road, Silvertown, London (E16 2AT) as the same is registered at The Land Registry with title absolute under title number EGL32603
- 3 The freehold land known as the land and buildings on the south west side of Knights Road, London as the same is registered at The Land Registry with title absolute under title number EGL33720
- 4 The freehold land known as the land and buildings on the south east side of Knights Road, Silvertown, London as the same is registered at The Land Registry with title absolute under title number EGL32604
- 5 The freehold land known as 30 to 48 (even numbers) Bradfield Road, Silvertown, London as the same is registered at The Land Registry with title absolute under title number NGL197379
- 6 The freehold land known as land and buildings on the south east side of Bradfield Road, Silvertown, London as the same is registered under title number EGL158222

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Schedule 2**Agreements**

Agreement for the sale and purchase of the entire issued share capital of the Bow Waste Paper Mills Limited dated 6 April 2006 and made between the Chargor (1) the Trustees of the J W Turnell Trust (2) Linda Jennifer Ann Teasdale (3) David John Turnell (4) Kenneth John Turnell (5) and Paul Kenneth Turnell (6)

Schedule 3**Original Guarantors**

Name	Jurisdiction of Incorporation and Registered Number
Ballymore Properties Limited	Registered in England and Wales – 02260505
Monomind Limited	Registered in England and Wales – 03850800
Kilopoint Limited	Registered in England and Wales – 04040808
Ballymore Properties (Lanark Square) Limited	Registered in England and Wales - 4065907
Ballymore Colmore Row Limited	Registered in England and Wales - 05922225
Domaine Developments Limited	Registered in England and Wales – 04152665
Ballymore Ontario Limited	Registered in England and Wales – 00453764
Cuba Street Limited	Registered in England and Wales– 5655406
Ballymore (Bow Paper) Limited	Registered in England and Wales – 05741262
Ballymore Fulham Limited	Registered in England and Wales – 06370124
East London Haulage Limited	Registered in England and Wales – 06241627
Broadnote Limited	Registered in England and Wales – 06054227
RT Group Developments (Snow Hill) Limited	Registered in England and Wales – 04447259
Ballymore (Hayes) Limited	Registered in England and Wales - 6342732
Pridebank Limited	Registered in England and Wales – 05997986
Ballymore Investments Limited	Registered in England and Wales – 05409636
Ballymore Limited	Registered in England and Wales - 4936525
Bristol Exeter House Limited	Registered in England and Wales – 04488567
Ballymore Developments Limited	Registered in England and Wales – 4065904
Ballymore Snow Hill (Hotel) Limited	Registered in England and Wales – 06381796

Name of company

*insert full name
of Company

* Ballymore (Bow Paper) Limited a company registered in England and Wales whose registered office is at St Johns House, 5 South Parade Summertown, Oxford, Oxfordshire OX2 7JL (Chargor)

Schedule 4

Occupational Leases

None at the date of the Deed



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5741262
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED 7
AUGUST 2008 AND CREATED BY BALLYMORE (BOW PAPER)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE GUARANTORS TO THE SECURED CREDITORS
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 20 AUGUST
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 AUGUST 2008



Companies House
— for the record —

PJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES