

# M

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

## COMPANIES FORM No. 395

### 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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1115

305105

Name of company

\* Daejan Holdings plc (the "Chargor")

Date of creation of the charge

5 November 2008

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

Security over Agreements and Bank Account dated 5 November 2008 and made  
between the Chargor (1) and the Lender (2) (the "Charge")

Amount secured by the mortgage or charge

Please see Rider 1

Names and addresses of the mortgagees or persons entitled to the charge

Lloyds TSB Bank plc of 10 Gresham Street, London (the "Lender")

Postcode EC2V 7AE

Presentor's name address and  
reference (if any)

CMS Cameron McKenna LLP  
Mitre House  
160 Aldersgate Street  
London  
EC1A 4DD

SJJ/STFL/110125 00045 22596141

For official Use (06/2  
Mortgage Section

MONDAY



LD3

\*LESUL4PZ\*

10/11/2008

COMPANIES HOUSE

109

# 395

ALC00400041

Please return via  
CH London Counter

Short particulars of all the property mortgaged or charged

Please see Rider 2

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)

N/A

Signed Chris Cameron McKenna LLP

Date 2/11/2000

On behalf of XXXXXXXX [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 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**.

**Form M395**

**Company Name: Daejan Holdings plc**

**Company Number: 305105**

**Amount secured by the mortgage or charge**

**Rider 1**

07

All present and future indebtedness, moneys, obligations and liabilities of the Chargor to the Lender under the Finance Documents (including the Charge), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under Clause 2.2 (*Interest*) of the Charge (together the "Secured Liabilities")

### Short particulars of the property mortgaged or charged

underlined +95

1      the Relevant Agreements and all their Related Rights,  
2      the Charged Account, and  
3      the Deposit Moneys

**A. The Charge contains the following covenants:**

The Chargor shall not create or extend or permit to arise or subsist any Security (other than any Security constituted by the Charge) over the whole or any part of the Charged Property or enter into any arrangement or transaction as described in Clause 18.6 of the Facilities Agreement in respect of any asset forming part of, or intended to form part of, the Charged Property, other than with the prior written consent of the Lender

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, assign, transfer or otherwise dispose of the whole or any part of the Charged Property, other than as permitted under the Facilities Agreement or with the prior written consent of the Lender

In this form 395 the following expressions shall have the following meanings

**“Charged Account”** means the deposit account specified in the Charge opened in the name of the Chargor with the Lender before the date of the Charge and/or (where the context permits) any account from time to time substituted for or additional to the same (including in each case such account as redesignated and/or renumbered from time to time)

**“Charged Property”** means all the assets of the Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Lender by or pursuant to the Charge

**“Delegate”** means any person appointed by the Lender or any Receiver pursuant to Clauses 10.2 to 10.4 (*Delegation*) of the Charge and any person appointed as attorney of the Lender and/or any Receiver or Delegate

**“Deposit Moneys”** means all moneys in any currency from time to time deposited in or standing to the credit of the Charged Account (including all moneys in any currency representing the renewal or replacement of or for any such deposits), all interest from time to time accrued or accruing on all such moneys, all or any moneys payable or repayable pursuant to such deposits or in respect of the Charged Account and in each case the debts represented thereby.

**“Discretionary Trust”** means The Dials Trust Company Limited a company registered in Jersey (registered number 101548) in its capacity as trustee of The Dials Trust whose registered office is situate at P O Box 63, 11-12 Esplanade, St Helier, Jersey JE4 8PH

**“Expenses”** means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Lender or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Charge or in protecting, preserving, defending or enforcing the security constituted by the Charge or in exercising any rights, powers or remedies provided by or pursuant to the Charge (including any right or power to make payments on behalf of the Chargor under the terms of the Charge) or by law in each case on a full indemnity basis

**“Facilities Agreement”** means the intra-day term facility agreement dated on or about the date of the Charge and made between (1) the Chargor as borrower and (2) the Lender

**“Fee Letter”** means

- (a) any letter or letters dated on or about the date of the Facilities Agreement between the Lender and the Chargor setting out any of the fees referred to in Clause 9 (*Fees*) of the Facilities Agreement, and
- (b) any other agreement setting out any of the fees referred to in the Facilities Agreement or any other fees payable to the Lender in connection with any other Finance Document

**“Finance Documents”** means the Facilities Agreement, any Fee Letter, any Security Document, the Utilisation Request, the Payment Instruction, the Payment Undertaking, the Repayment Instruction and any other document designated as a **“Finance Document”** by the Lender and the Chargor

**“Payment Instruction”** means the payment instruction dated 5 November 2008 from the Chargor to the Lender substantially in the form set out in Part 2 of Schedule 1 of the Facilities Agreement

**“Payment Undertaking”** means the payment undertaking from the Chargor in favour of the Lender

**“Receiver”** means a receiver or receiver and manager of the whole or any part or parts of the Charged Property

**“Related Rights”** means, in relation to any Relevant Agreement

- (c) the right to receive all moneys payable to or for the benefit of the Chargor under or in connection with that Relevant Agreement,
- (d) the right to make demands under, or compel or require performance of, that Relevant Agreement or otherwise exercise all rights, remedies and discretions arising under or in connection with that Relevant Agreement or available at law or in equity, and

- (e) all other rights, interests and benefits whatsoever accruing to or for the benefit of the Chargor arising under or in connection with that Relevant Agreement

**“Relevant Agreements”**: means the agreements specified in Schedule 1, as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or Charged, together with all documents which are supplemental to, or are expressed to be collateral with, or are entered into pursuant to or in connection with, any such agreements

**“Repayment Instruction”** means the repayment instruction from the Chargor to the Lender dated 5 November 2008.

**“Security”** means a mortgage, bond, 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

- (a) each of the Transaction Security Documents, and
- (b) any other document entered into by the Chargor creating or evidencing or expressed to create or evidence any Security over all or any part of its assets in respect of the obligations of the Chargor under any of the Finance Documents or entered into by the Chargor in connection with the creation, validity, perfection or priority of any such Security

**“Transaction Security Documents”**. means each of the documents listed as being a Security Document in paragraph 10 of Schedule 2 (*Conditions Precedent*) of the Facilities Agreement in form and substance approved by the Lender including but not limited to the Charge and the Security Interest Agreement over Guernsey Security Interest Agreements dated 5 November 2008 and made between the Chargor and the Lender

**“Utilisation Request”** means a notice from the Chargor to the Lender dated 5 November 2008 substantially in the form set out in Part I of Schedule 1 (*Requests*) of the Facilities Agreement

## Schedule 1

### Details of Relevant Agreements

Document	Date	Parties
English law Loan Agreement	5 November 2008	Daejan Holdings plc as lender (1) and the Discretionary Trust as borrower (2)
English law Security Agreement	5 November 2008	Daejan Holdings plc as lender (1) and the Discretionary Trust as borrower (2)



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 305105  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY OVER AGREEMENTS  
AND BANK ACCOUNT DATED 5 NOVEMBER 2008 AND  
CREATED BY DAEJAN HOLDINGS PLC FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
LLOYDS TSB BANK PLC 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 10 NOVEMBER  
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER  
2008



*Companies House*  
— for the record —

LCJ



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES