

MG01

Particulars of a mortgage or charge

176384/26

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

MONDAY



A25

A8M03JH7

26/04/2010

27

COMPANIES HOUSE

1

Company details

Company number 00305105

Company name in full Daejan Holdings PLC (the "Company")

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 15/04/2010

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 Memorandum of Security over Cash Deposits (the "Memorandum") dated 15th April 2010 by Daejan Holdings PLC (the "Depositor") in favour of Svenska Handelsbanken AB (publ) (the "Bank")

4

Amount secured

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

Amount secured The following indebtednesses, liabilities and obligations (whether any such indebtedness, liability or obligation shall be the sole indebtedness, liability or obligation of the Depositor or shall be a joint indebtedness, liability or obligation with any other person, firm or company and whether with or without other security and whether any such indebtedness, liability or obligation arises or is incurred or payable in the United Kingdom or elsewhere) -
(A) all present and future indebtedness of the Depositor to the Bank on any current, advance, loan or other account whatsoever;
(B) all liabilities whatsoever of the Depositor to the Bank present or future in respect of notes or bills discounted or paid or bills or drafts accepted or endorsed or guarantees, indemnities, bonds, letters of credit, documentary credits or similar instruments issued for or at the request of the Depositor or other loans, credits or advances made to or for the accommodation or at the request of the Depositor;
(C) all other liabilities and obligations whatsoever of the Depositor to the Bank, present or future, actual or contingent, howsoever arising and whether or not initially incurred to the Bank (including, without limitation, liabilities and obligations as surety or guarantor), and
(D) all obligations in respect of legal and other costs, charges, fees and expenses (including, without limitation, value added tax) now or in the future owed to or incurred directly or indirectly by the Bank in relation to this security or any other security held by the Bank in connection with advances or other banking facilities or accommodation offered or made to the Depositor or in relation to the enforcement or attempted enforcement of any such security or in relation to any judicial, arbitration or other proceedings (by whomsoever and wheresoever commenced) in connection with any such security or its enforcement or attempted enforcement, or arising out of, or in relation to any action undertaken by or on behalf of the Bank in respect of or in any way relating to the Memorandum or the Deposit (as defined in "Short particulars of all the property mortgaged or charged") or arising out of or in any way relating to or in respect of any such indebtednesses or liabilities or obligations on a full and unqualified indemnity basis

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

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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	Svenska Handelsbanken AB (publ)	
Address	3 Thomas More Square	
	London	
Postcode	E 1 W 1 W Y	
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	<p>The Depositor with full title guarantee and as a continuing security for the payment and discharge of all the indebtednesses, liabilities and obligations referred to under "Amount secured by the mortgage or charge" (together, the "Liabilities") has charged in favour of the Bank by way of first fixed charge the Deposit and each and every debt represented by the Deposit</p> <p>The "Deposit" means the sums agreed to be deposited by the Depositor with the Bank at its office at 3 Thomas More Square, London E1W 1WY and all other sums from time to time standing to the Depositor's credit on the Depositor's account with the London City branch of the Bank or any deposit account with the Bank, whether at the same or at any other of the Bank's offices, whether in the same or in any other currency and whether in addition to or by way of renewal of or replacement for any sums previously deposited with the Bank by the Depositor or otherwise, together in each case with any interest from time to time accruing in respect thereof and all amounts deriving therefrom whether directly or indirectly</p> <p>Note -</p> <ol style="list-style-type: none"> 1 It is a fundamental term arising upon the deposit with the Bank of each amount which is to constitute part of the Deposit that no part of the amount so deposited or any other part of the Deposit shall (except as may be provided in the Memorandum) be repayable by the Bank, unless the Bank otherwise agrees in writing, until all Liabilities shall be duly paid or discharged and the Bank shall not be subject to any obligation which may lead to the Depositor incurring any further indebtedness, liability or obligation to the Bank 2 The Bank is irrevocably authorised without prior notice to the Depositor, without the Depositor's prior written consent and without prejudice to any other right or remedy which the Bank may have, at any time or times without restriction - 3 To retain and take possession of the whole or any part or parts of the Deposit, 4 To appropriate the whole or any part or parts of the Deposit in or toward repayment or discharge of any or all of the Liabilities, 5 For the purposes of any such appropriation to convert the whole or any part or parts of the Deposit into any currency other than that in which the same is or are then held by the Bank, and/or to transfer the whole or any part or parts of the Deposit to any of the Bank's offices other than that at which the same is or are then held by the Bank, 6 Generally to exercise all other rights, remedies and powers of enforcement conferred by law, all in such manner as the Bank may in its absolute discretion determine 7 The Depositor has irrevocably and unconditionally undertaken in the Memorandum that during the continuance of the security constituted by the Memorandum the Depositor will not, with the exception of the security constituted by the Memorandum, create, attempt to create, or permit to subsist any mortgage, lien or security agreement or security interest of any kind on or over or assign or purport to assign the Deposit or any part of it or permit any lien to arise or affect the whole or any part of the Deposit 	

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 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



X

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

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Presenter Information		Important information	
<p>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</p>		<p>Please note that all information on this form will appear on the public record</p>	
<p>Contact name Geoff Bridle</p>		<p>£ How to pay</p>	
<p>Company name Svenska Handelsbanken AB (publ)</p>		<p>A fee of £13 is payable to Companies House in respect of each mortgage or charge.</p>	
<p>Address 3 Thomas More Square</p>		<p>Make cheques or postal orders payable to 'Companies House'</p>	
<p>London</p>		<p>✉ Where to send</p>	
<p>Post town London</p>		<p>You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.</p>	
<p>County/Region</p>		<p>For companies registered in England and Wales</p>	
<p>Postcode E 1 W 1 W Y</p>		<p>The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff</p>	
<p>Country England</p>		<p>For companies registered in Scotland:</p>	
<p>DX</p>		<p>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)</p>	
<p>Telephone 020 7578 8169</p>		<p>For companies registered in Northern Ireland</p>	
<p><input checked="" type="checkbox"/> Certificate</p>		<p>The Registrar of Companies, Companies House, First Floor, Waterfront Plaza, 8 Laganbank Road Belfast, Northern Ireland, BT1 3BS DX 481 N R Belfast 1</p>	
<p>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</p>			
<p><input checked="" type="checkbox"/> Checklist</p>			
<p>We may return forms completed incorrectly or with information missing.</p>			
<p>Please make sure you have remembered the following</p>		<p>i Further information</p>	
<p><input checked="" type="checkbox"/> The company name and number match the information held on the public Register</p>		<p>For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk</p>	
<p><input checked="" type="checkbox"/> You have included the original deed with this form</p>		<p>This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk</p>	
<p><input checked="" type="checkbox"/> You have entered the date the charge was created</p>			
<p><input checked="" type="checkbox"/> You have supplied the description of the instrument</p>			
<p><input checked="" type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee</p>			
<p><input checked="" type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge</p>			
<p><input checked="" type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged</p>			
<p><input checked="" type="checkbox"/> You have signed the form</p>			
<p><input type="checkbox"/> You have enclosed the correct fee</p>			



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 305105
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MEMORANDUM OF SECURITY
OVER CASH DEPOSITS DATED 15 APRIL 2010 AND CREATED
BY DAEJAN HOLDINGS PLC FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO SVENSKA
HANDELSBANKEN AB (PUBL) 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 26 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 APRIL 2010

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15.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES