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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395

ACC 00400024 ✓

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



01477534

Name of company

* D T F Limited (Chargor)

Date of creation of the charge

6 June 2008

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

Share Charge (Deed) between the Chargor (amongst others) and the Security Trustee

Amount secured by the mortgage or charge

All monies and liabilities now or after the date of the Deed due owing or incurred to the
Finance Parties (or any of them)

(a) by the Obligors (or any of them) under the Finance Documents (or any of them)
and/or

(b) by each Chargor under the Deed

in any manner and in any currency or currencies and whether present or future, actual or contingent,
whether incurred solely or jointly with any other person and whether as principal or surety, together
with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred
by any Finance Party under any Finance Document except for any obligation which, if it were included
here, would result in a contravention of section 151 of CA 1985 or its equivalent in any other
jurisdiction (Secured Obligations)

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

Mortgage Agency Services Number One Limited as security trustee for itself and the other Finance
Parties (Security Trustee) of Newton House, Leek, Staffordshire (company number 02317853)

Postcode ST13 5RG

Presenter's name address and
reference (if any)

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

FIELM/2808-1856

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

WEDNESDAY



LLVVK0HX

LD2

11/06/2008

122

COMPANIES HOUSE

1 Charging provisions

1 1 General

All Security created by each Chargor under clause 2 2 of the Deed (referred to as clause 1 2 in this Form 395) is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of each Chargor in and to the relevant Scheduled Securities, and
- (d) granted in favour of the Security Trustee as security trustee for the Finance Parties

[continued in Addendum 4/4]

Please do not
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*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

N/C

Signed Adalberto Gocholov UP Date 11 JUNE 2008

On behalf of [company] [mortgagee/chargee] †

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

Notes

† delete as
appropriate

- 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**

Name of company

*insert full name
of Company

* D T F Limited (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 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)

1 2 **Fixed charge**

Each Chargor charged by first fixed charge the Scheduled Securities listed against the Chargor's name in the Schedule

2 **General security provisions**2 1 **Continuing security**

It was agreed that the Security constituted by the Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by any person of the whole or any part of the Secured Obligations

2 2 **Additional security**

It was agreed that the Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by any Finance Party

3 **Negative pledge**

Each Chargor undertook that they shall not in respect of the Scheduled Securities listed against its name in the Schedule

- (i) create or permit to subsist any Security over its (or any part of its) rights, title and interest in and to the Scheduled Securities other than the Security Documents,

Name of company

*insert full name
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* D T F Limited (Chargor)

- (ii) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of its (or any part of its) rights, title and interest in and to the Scheduled Securities, or
- (iii) take or omit to take any action the taking or omission of which would or might reasonably be expected to impair the interest of the Finance Parties in the Scheduled Securities

4 Further assurance

Each Chargor agreed that they shall, forthwith on demand by the Security Trustee, do and execute any and all further acts, deeds, documents and things as may from time to time be specified by the Security Trustee to be necessary or advisable to perfect the Deed and protect the interests of the Finance Parties thereunder

Schedule

Chargor	Scheduled Securities
D T F Limited	The legal and beneficial interest in 6 ordinary shares of £1 each in Ovalpower Limited and representing 6% of the issued share capital of Ovalpower Limited
The Tannen Group Limited	The legal and beneficial interest in 94 ordinary shares of £1 each in Ovalpower Limited and representing 94% of the issued share capital of Ovalpower Limited

Definitions

In this form 395 the following definitions are used

Accession Deed means a deed or agreement substantially in the form set out in schedule 7 in the Facility Agreement (Form of Accession Deed)

Account Pledge Agreement means each account pledge agreement (*Kontenverpfandung*) granted by an Obligor in favour of Security Trustee in agreed form

Additional Guarantor means a company which becomes a guarantor in accordance with clause 28 (Changes to the Obligors) of the Facility Agreement

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

Agent means Mortgage Agency Services Number One Limited as agent of the Finance Parties

Agreement for Lease means an agreement to grant an Occupational Lease of all or part of a Property

Name of company

*insert full name
of Company

* D.T.F. Limited (Chargor)

Alt-Moabit Property means Alt-Moabit 134, 10557 Berlin-Mitte**Approved Property** means the Rennerod Property and the Heidenau Property**Arranger** means Mortgage Agency Services Number One Limited as arranger**Assignment Agreement** means each assignment of (amongst other things)

- (a) all of an Obligor's rights and claims under any Property Acquisition Agreement (*Sicherungsabtretung von Forderungen aus einem Grundstückskaufvertrag*) and Disposal Proceeds
- (b) the Rental Income and all other claims under any Lease Documents (*Sicherungsabtretung von Forderungen aus Mietverträgen*)
- (c) any insurance claims or
- (d) certain other contracts

granted by an Obligor in favour of the Security Trustee in agreed form

Borrower means Mardan Europe (No 5) Limited (registered in England with number 05604919)**Debenture** means each debenture executed or to be executed by an Obligor in favour of the Security Trustee on behalf of the Finance Parties in agreed form**Disposal** means a sale, lease, licence, transfer, loan or other disposal including an agreement to accept the surrender of an Occupational Lease by an Obligor of the Secured Assets including any sale of shares of any Guarantor (whether by a voluntary or involuntary single transaction or series of transactions)**Disposal Proceeds** means the consideration receivable by any Obligor (including any amount receivable in repayment of intercompany debt and any capital amount receivable as a result of the surrender of an Occupational Lease and the cash value of any apportionment of any Rental Income or other sum given or made by any purchaser or other person) for any Disposal**Duty of Care Deed** means a deed or letter entered into between an Obligor, a Property Manager and the Security Trustee in relation to a Property in agreed form**Facility Agreement** means the facility agreement dated 28th January 2008 made between Mardan Europe (No 5) Limited as borrower (1) Mardan Europe (No 5) Limited, Mardan Europe (No 10) Limited, Mardan Europe (No 11) Limited, Mardan Europe (No 12) Limited and Isomod Real Estate Limited as original guarantors (2) and Mortgage Agency Services Number One Limited in its capacity as arranger, agent, original lender and security trustee and acceded to by Ovalpower Limited pursuant to an accession deed dated 8 April 2008 and made between Ovalpower Limited as an additional guarantor (1) Mardan Europe (No 5) Limited as borrower and agent for the other Obligors (2) the Tannen Group Limited as subordinated creditor (3) and Mortgage Agency Services Number One Limited in its capacity as agent (4) and security trustee (5)**Facility** means Facility A or Facility B**Facility A Loan** means a loan made or to be made under Facility A or the principal amount outstanding for the time being of

Name of company

*insert full name
of Company

* D T F Limited (Chargor)

that loan

Facility B Loan means the loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan

Fee Letter means any letter or letters dated on or about the date of the Facility Agreement between

- (a) the Arranger and the Borrower
- (b) the Agent and the Borrower and/or
- (c) the Security Trustee and the Borrower

setting out any of the fees referred to in clause 13 (Fees)

Finance Document means any of the Facility Agreement, any Accession Deed, each Fee Letter, each Hedging Agreement, any Resignation Letter, each Security Document, any Utilisation Request and any other document designated as a Finance Document by the Agent and the Borrower

Finance Party means any of the Agent, the Arranger, the Security Trustee, each Lender and each Hedge Counterparty together the **Finance Parties**

Fixed Rate means the percentage rate per annum determined by a Lender and notified by such Lender to the Agent and the Agent to the Borrower on or before the Fixed Rate Start Date applicable to a Fixed Rate Loan as being the equivalent of the sum of

- (a) the percentage rate per annum determined by such Lender (in its sole discretion) to be its cost of funds applicable to the Borrower for the amount and duration of the proposed Loan
- (b) the Margin and
- (c) any Mandatory Cost

Fixed Rate Loan means a Loan (or any part thereof) at the Fixed Rate

Fixed Rate Start Date means the relevant Utilisation Date or, as the case may be, the commencement date of the Fixed Rate Loan

Gatow Property means Sakrower Landstrasse 86-88 and Hottengrundweg 3, 5, 7, 9, 14089 Berlin-Spandau

German Security Documents means

- (a) each Account Pledge Agreement
- (b) each Assignment Agreement
- (c) each Land Charge and
- (d) each Security Purpose Agreement

Name of company

*insert full name
of Company

* D T F Limited (Chargor)

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 28(Changes to the Obligors)

Hedge Counterparty means any Lender or an Affiliate of a Lender which has acceded to the Facility Agreement as a Hedge Counterparty after the date of the Facility Agreement by delivery to the Agent of a duly completed and executed Accession Deed

Hedging Agreement means any ISDA Master Agreement, confirmation, schedule or other agreement (including, without limitation, a Fixed Rate) in form and substance satisfactory to the Agent to be entered into by the Borrower and a Hedge Counterparty (or, where the context requires, a Lender to enable it to offer a Fixed Rate or enter into Hedging arrangements for the benefit of the Borrower) for the purpose of hedging interest rate liabilities in relation to the Facilities

Heidenau Property means Gabelsbergerstrasse 8, 01809 Heidenau

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Initial Property means the Kopenick Property, the Gatow Property, the Oberursel Property, the Woltersdorf Property and the Alt-Moabit Property

Kopenick Property means Kaulsdorfer Strasse 140, 12555 Berlin-Kopenick

Land Charge means each certificated first ranking land charge (*Grundschild*) over a Property in section III of the Land Register (*erstrangige sofort vollstreckbare Briefgrundschild*) given in favour of the Security Trustee in agreed form

Land Register means the applicable official register (*Grundbuch*) held by the Land Registry in which, inter alia, the rights of ownership in, and encumbrances on, a plot of land are registered

Land Register means the applicable official register (*Grundbuch*) held by the Land Registry in which, inter alia, the rights of ownership in, and encumbrances on, a plot of land are registered

Lease Document means an Agreement for Lease, an Occupational Lease or any other document designated as such by the Agent and the Borrower

Lender means

- (a) the Original Lender and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 27 (Changes to the Lenders) of the Facility Agreement

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

Loan means a Facility A Loan or a Facility B Loan

Mandatory Cost means the percentage rate per annum calculated by the Agent in accordance with schedule 5 (Mandatory Cost formula) of the Facility Agreement

Name of company

*insert full name
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* D T F Limited (Chargor)

Margin means in relation to each Loan and any Unpaid Sum, 1 25% per annum

Oberursel Property means Zimmersmuhlenweg 95, 61440 Oberursel

Obligor means the Borrower or a Guarantor

Occupational Lease means any occupational lease or licence to which a Property is subject

Original Guarantor means Isomod Real Estate Limited, Mardan Europe (No 10) Limited, Mardan Europe (No 11) Limited and Mardan Europe (No 12) Limited

Original Lender means Mortgage Agency Services Number One Limited

Party means a party to the Facility Agreement

Property and **Properties** means each Initial Property and each Approved Property, in each case, whilst it remains subject to the Security created by the Finance Documents

Property Acquisition Agreement means each agreement relating to the sale and purchase of a Property

Property Manager means

- (a) in respect of the Gatow Property and the Alt-Moabit Property, Voigtlander Immobilien AG (registered with the local court of Berlin-Charlottenburg, Germany with number HRB 78990) whose place of business is at Aachener Strasse 34, 10713 Berlin
- (b) in respect of the Kopenick Property and the Woltersdorf Property, HABERENT ImmobilienMarketing GmbH (registered with the local court of Berlin-Charlottenburg, Germany with number HRB 79152) whose place of business is at Askanischer Platz 4, 10963 Berlin
- (c) in respect of the Oberursel Property, HEICO Ingenieure GmbH (registered with the local court of Wiesbaden, Germany with number HRB 18390) whose place of business is at Frankfurter Strasse 39, 65189 Wiesbaden

and any other person appointed in accordance with clause 25 4 (Property Manager)

Rennerod Property means Gewerbestrasse, 56477 Rennerod

Rental Income means, in respect of any period, the aggregate of all amounts paid or payable to or for the benefit of any Obligor in respect of or arising out of the letting, use or occupation of all, any or any part of the Properties including (without limitation)

- (a) rents, licence fees and equivalent sums reserved or made payable
- (b) sums received from any deposit held as security for performance of any tenant's obligations
- (c) a sum equal to any apportionment of rent in favour of an Obligor
- (d) proceeds of insurance in respect of loss of rent or interest on rent
- (e) any monies in respect of any fixture and fitting on a Property including any fixture and fitting on a Property for

Name of company

*insert full name
of Company

* D T F Limited (Chargor)

display, advertisement, on licence or otherwise

- (f) any sum or the value of any consideration given for the grant or variation of any letting or occupancy
- (g) any amount payable to an Obligor by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance or repair of, and the payment of insurance premiums for any Property
- (h) any amount payable to an Obligor for a breach of covenant under any Occupational Lease and for expenses incurred in relation to any such breach
- (i) any profits of a revenue nature awarded or agreed to be payable to an Obligor as a result of any proceedings taken or claims made
- (j) any amount payable by any guarantor or other surety of any occupational tenant or in respect of any of the items listed in this definition
- (k) any contribution by an occupational tenant to a sinking fund or to ground rent due under any Occupational Lease
- (l) any interest, damages, compensation or settlement in respect of any of the items referred to above and

any VAT on any sum mentioned in this definition

Resignation Letter means a letter substantially in the form set out in schedule 9 (Form of Resignation Letter) of the Facility Agreement

Schedule means the Schedule of the Scheduled Securities included in this form 395

Scheduled Securities means the rights, title and interest present and future of each Chargor in and to

- (a) the shares, stocks and securities listed against its name in the Schedule
- (b) any other shares, stocks and securities issued to such Chargor to be substituted from time to time for those shares, stocks and securities listed in the Schedule

all interest, dividends (cash or otherwise), bonus issues, distributions, allotments, offers by way of rights, benefits, rights, proceeds and entitlements arising from or attaching to any of the securities referred to in (a) and (b) above

Secured Assets means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security

Security means a mortgage, charge, pledge, lien, assignment 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 Debenture

Name of company

*insert full name
of Company

* D T F Limited (Chargor)

- (b) each German Security Document
- (c) each Share Charge
- (d) each Subordination Deed
- (e) each Duty of Care Deed and

any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

Security Purpose Agreement means each security purpose agreement (*Sicherungs-zweckvereinbarung*) determining the security purpose of the Land Charges in agreed form

Security Trustee means Mortgage Agency Services Number One Limited as security trustee for itself and the other Finance Parties

Share Charge means each charge over the shares in an Obligor in favour of the Security Trustee on behalf of the Finance Parties in agreed form

Subordination Deed means the subordination deed dated on or about the date of the Facility Agreement and made between the Obligors, the Subordinated Creditors and the Security Trustee and as amended by any Accession Deed relating to such subordination deed

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership (including a subsidiary within the meaning of sections 15-17 of the Stock Corporation Act (*Aktiengesetz*)) and control for this purpose means the power to direct the management and the policies of that entity whether through the ownership of voting capital, by contract or otherwise

Transaction Security means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Security Documents

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents

Utilisation Date means the date on which a Loan is made

Woltersdorf Property means August-Bebel-Strasse 4-5, 15569 Woltersdorf



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1477534
CHARGE NO. 22**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 6 JUNE
2008 AND CREATED BY D. T. F. LIMITED FOR SECURING AND
ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO MORTGAGE AGENCY SERVICES NUMBER ONE
LIMITED AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER
FINANCE PARTIES (SECURITY TRUSTEE) WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 11 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JUNE 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES