

MG01

Particulars of a mortgage or charge



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LASERFORM

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 company. To do this, please use form MG01s

THURSDAY



LD5

"L11UAF0B"

04/10/2012

#72

COMPANIES HOUSE

1

Company details

Company number

0 2 2 1 0 0 4 6

Company name in full

COVENTRY HOUSE LIMITED

91

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

0 1 1 0 2 0 1 2

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

A memorandum of charge dated 01 October 2012 between (1) Bank of Singapore Limited (the "**Bank**") and (2) Coventry House Limited (the "**Depositor**") (the "Memorandum") by which the Depositor agreed to secure the liabilities, undertakings and obligations of Museion Forvaltning AB

4

Amount secured

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

Amount secured

All sums (including without limitation interest, commission, charges and all expenses incurred by the Bank and/or its nominees in relation to the Depositor or for the preparation or enforcement of any guarantee or security for any of the liabilities hereinafter described, including legal and other costs and any premiums, penalties or expenditure, on a full indemnity basis) and all liabilities, present or future, actual or contingent, including liabilities as surety or guarantor, for which the Depositor is now or may hereafter be indebted or liable to the Bank in any manner whatsoever and whether alone or jointly with any other person (the "**Secured Obligations**")

Continuation page

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

MG01

Particulars of a mortgage or charge

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	Bank of Singapore Limited
Address	63 Market Street, #22-00
	Bank of Singapore Centre, Singapore 048942
Postcode	<input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>

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

Part 1 - Property Charged

The Depositor confirmed that the Charged Property shall stand charged as a continuing security for the due payment by the Depositor to the Bank of the Secured Obligations. The "Charged Property" being

- 1 1 all the Depositor's rights, title and interest in and to the Securities whether in Singapore or elsewhere, and all dividends, distributions and interest thereon whether capital or income (which shall be held in trust for the Bank and paid over to the Bank on demand) and all stocks, shares, rights, moneys and other property distributed, paid, accruing or offered at any time by way of dividend, redemption, bonus, rights, preference, option, warrant or otherwise on, to, or in respect of, or in substitution for, any Securities (all of which stocks, shares, rights, moneys or other property received by the Depositor shall be immediately delivered to the Bank by the Depositor) and all rights which the Depositor may have against any Operator in respect of any Securities, and
- 1 2 all the Depositor's rights, title and interest in and to all the moneys, in whatsoever currency denominated, standing to the credit of the Depositor's accounts with the Bank at any of its offices or branches whether in Singapore or in any other country or with any Affiliate or with the financial institutions more particularly described in the third column of the Schedule to the Memorandum (as shown in the third column of the schedule to this form MGO1 below (see MGO1 continuation page C3) or which are agreed to between the Bank and the Depositor after the date of execution of the Memorandum, by way of deposit or otherwise, whether on fixed or current account (hereinafter called the "Deposit", which term shall include (i) any currency into which such moneys may from time to time be converted, (ii) all subsequent renewal or renewals of the aforesaid moneys (whether such subsequent renewals are evidenced by the same deposit receipts), (iii) all interest accrued or to accrue on the aforesaid moneys, and (iv) all other sums of money now or at any time hereafter standing to the credit of the Depositor in the books of the Bank or such financial institution whether in Singapore or in any other country)

See MG01 CONTINUATION PAGE C3

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

N/A

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 870).

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 866). 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 *Wacfordnes LLP*

X

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

MG01

Particulars of a mortgage or charge



Presenter information

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.

Contact name Simon Morris

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX DX No 138 Chancery Lane

Telephone +44 (0)20 7831 9222



Certificate

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.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.

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)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE C3

2 The Depositor agreed that if it fails to pay or discharge any part of the Secured Obligations, the security created by the Memorandum and the power of sale and other powers conferred by Section 24 of the Conveyancing and Law of Property Act (Cap 61) as varied or extended by the Memorandum shall become immediately enforceable and all the rights, remedies and powers conferred on the Bank by law and other powers conferred on the Bank by the Memorandum shall be immediately exercisable at any time and the Bank may, without further demand, notice, legal process or any other action with respect to the Depositor

2 1 **Deposits** retain, apply, or realise the Deposits or any part thereof, at any time and in any way which the Bank may deem expedient, free from and discharged from all trusts, claims, rights of redemption and equities belonging to the Depositor in or towards payment and settlement of the Secured Obligations and the residue shall be paid to the Depositor or to the Depositor's order. In the event that the Deposit shall be insufficient to cover the whole of the Depositor's indebtedness and liabilities to the Bank, the Depositor undertakes to pay the Bank forthwith on demand any balance which may then be due

2 2 **Securities**

2 2 1 take possession of, collect in and gather the Securities charged hereunder or any part thereof,

2 2 2 to sell, exchange, convert into money or otherwise dispose of or realise or concur in selling, exchanging, converting into money or otherwise disposing of or realising the Securities or any part thereof either by public offer or private contract and for such consideration and on such terms as the Bank may think fit and so that (without prejudice to the generality of the foregoing) the Bank may do any of those things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable or deliverable in a lump sum whether immediately or on a deferred basis or by instalments spread over such period as the Bank may think fit, all in the Bank's sole discretion,

2 2 3 apply the proceeds of such sale exchange or other realisation effected in accordance with sub-Clause (ii) above to pay for the costs of such sale, exchange or other realisation and then in or towards the discharge of the Secured Obligations, the balance (if any) to be paid to the Depositor or other persons entitled thereto, and

2 2 4 to do all such other acts and things as the Bank may consider necessary or desirable for the protection or realisation of the Securities or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on the Bank under or by virtue of the Memorandum and to exercise in relation to the Securities or any part thereof all such powers, authorities and things as the Bank would be capable of exercising if the Bank were the absolute beneficial owner of the same

Where two or more persons are referred to in Paragraph 1 of Part 1 as "the Depositor"

all references to the Depositor (including all references to any covenants, undertakings, stipulations, terms and conditions on the part of the Depositor to be observed and/or performed) shall include a corresponding reference to each and every such person severally, and

all covenants, undertakings, stipulations, terms and conditions herein contained and expressed to be given by or binding on the Bank shall be deemed to be given by and binding on each and every such

MG01 - continuation page

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Short particulars

persons jointly and severally

Schedule

(to be completed only when the Deposit is placed with a financial institution other than the Bank)

Date	Contract No /Account No	Name & Address of Financial Institution	Amount currency)	(state	Maturity
None at the date of the Memorandum					

Account means any account (whether a direct account or a sub-account) maintained by or on behalf of the Depositor or the Bank or of its nominees with a Depository or Operator,

Act: means the Companies Act (Chapter 50) of Singapore, as amended from time to time,

Affiliates: means any branch of Oversea-Chinese Banking Corporation Limited, any corporation, partnership or other business organisation wherever situated throughout the world that Oversea-Chinese Banking Corporation Limited directly or indirectly controls or of which Oversea-Chinese Banking Corporation Limited owns directly or indirectly legally or beneficially at least 20% of the outstanding voting securities or that Oversea-Chinese Banking Corporation Limited is controlled by or under common control with,

Depository: means the Central Depository (Pte) Limited or any depository for the holding and/or transfer of book-entry securities (whether in Singapore or elsewhere) and its successors and assigns,

Depository Agent means a corporation which performs services as a depository agent for account holders or sub-account holders and deposits book-entry securities with the Depository on behalf of account holders or sub-account holders,

Operator means any Depository Agent, custodian (whether appointed by the Bank, an Affiliate or otherwise), any nominee, trustee or fiduciary of the Bank or any clearing system,

Scrip Securities means securities other than Scripless Securities,

Scripless Securities: means Securities wherever located which are not in scrip form and shall include, but shall not be limited to, "book-entry securities" as defined by Section 130A of the Act, and

Securities: means all stocks, shares, warrants and other equity securities, bonds, notes and other debt instruments, negotiable instruments, interests in unit trusts or other funds, debentures, certificates of deposit and other commercial paper, and securities of any sort (including without limitation scripless securities), financial instruments of any nature (convertible, marketable or otherwise) which now or any time hereafter are -

- (i) deposited with or which come into the possession, custody or control or are transferred or caused to be transferred into the name of or is held by the Bank, its agents, representatives, correspondents or custodians, any Operator or Affiliate, and
- (ii) deposited with, held by or evidenced by entry in the records of a Depository in accordance with the terms and conditions imposed by it from time to time and are

MG01 - continuation page

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

transferred or caused to be transferred to the Depositor's Account or the Bank's Account or which stand in the credit of the Depositor's Account and, which have been designated or agreed by the Bank as comprising part of the Charged Property

Part 2 Restrictions and Covenants

- 1 The Depositor warranted to the Bank that
 - 1 1 the full beneficial and legal title to the Charged Property is and shall, at any times during the continuance of the security created, be vested in the Depositor as the sole owner thereof, free from all encumbrances of any kind whatsoever,
 - 1 2 its obligations under the Memorandum and the security expressed to be created by the Memorandum are fully valid and enforceable against it, and
 - 1 3 this security will rank ahead of any other present or future security over the Charged Property or any part thereof
- 2 In relation to the Securities, the Depositor irrevocably undertook to
 - 2 1 execute and sign and deliver to the Bank, on demand by the Bank, all transfers, powers of attorney and other documents which the Bank may require for perfecting the Bank's title to any of the Securities or for registering or enabling the Bank to register the same in the name of the Bank or its nominees or any purchaser,
 - 2 2 do, on demand by the Bank, all such assurances, acts and things which the Depositor ought to do under the covenants and provisions contained in the Memorandum, and
 - 2 3 ratify and confirm whatever the Bank or its authorised officers shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions conferred by the Memorandum upon the Bank
- 3 In relation to Scripless Securities, the Depositor irrevocably undertook to
 - 3 1 (unless otherwise directed by the Bank) forthwith authorise and procure the transfer of all or part of the Scripless Securities which are held by the Depository or a Depository Agent from the Depositor's Account to the Bank's Account or to such other account (whether in the name of the Bank, Depositor or otherwise) as the Bank may direct,
 - 3 2 do all acts and things as are necessary to enable and effect the creation and perfection of security over the Scripless Securities, including without limitation
 - 3 2 1 opening a direct account with the Depository and ensuring that the Scripless Securities which are intended to be the subject of the security granted herein are in the Depositor's direct account in the Depository,
 - 3 2 2 opening a sub-account with such Depository Agent and transferring such securities into such sub-account (whether in the name of the Bank, Depositor or otherwise) as the Bank may direct,
 - 3 2 3 executing or authorising and procuring the execution and registration, as directed by the Bank, of the instrument(s) of assignment and/or instrument(s) of charge or any other prescribed form of transfer, request or application for transferring or crediting a security interest over the Scripless Securities in the form prescribed by the Act Where the Scripless Securities over which a security interest hereunder is to be created remain in a sub-account of the

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Depositor with a Depository Agent, such Depository Agent is authorised as agent of the Depositor to execute such forms as prescribed by the Act, as directed by the Bank from time to time at its discretion, and the Depositor ratifies and confirms and undertakes at all times to allow, ratify and confirm all acts and things such Depository Agent shall do or cause to be done in respect of any and all such forms as instructed by the Bank and that the Depository Agent shall be indemnified by the Depositor against all costs, charges, expenses and losses which it may incur in doing so, and</p> <p>3 2 4 signing and delivering to the Depository Agent (with whom the Bank also maintains a sub-account) a letter of instruction and notice of assignment (substantially in the form of Appendix 1 of the Memorandum or in such other form as the Bank may require), and</p> <p>3 3 as and when required by the Bank, to further execute or authorise and procure the execution and registration, of such forms as may be prescribed by any applicable legislation or regulatory authority to effect the creation and/or perfection of security over any interests, benefits, rights and entitlements arising from or attaching to (including dividends, interest, rights, moneys and property accruing at any time by way of allotment, redemption, accretion, bonus, benefit, preference, option or otherwise) or in respect of such Scripless Securities which have already been charged or assigned to the Bank under the Memorandum</p> <p>4 In relation to the Deposit, the Depositor irrevocably undertook with the Bank as follows</p> <p>4 1 the Depositor shall do all such acts and things, sign, endorse and/or execute such assignment, charges, authorities, powers of attorney, receipts and/or any other documents and give notices and obtain acknowledgments, as the Bank may from time to time require for perfecting the Bank's rights and title to the Deposit or for the Bank's effective exercise of any of its rights under the Memorandum,</p> <p>4 2 the Depositor shall not (except with the prior written consent of the Bank) agree to any variation to any contract in respect of the Deposit,</p> <p>4 3 the Depositor shall during the continuance of this security upkeep and maintain the Deposit, and without the prior written consent of the Bank, the Depositor shall not in any way cause or permit to be withdrawn the whole or any part of the Deposit,</p> <p>4 4 in cases where the Deposit comprises a fixed deposit or such similar deposit where a deposit receipt is issued whether by the Bank or such other financial institution, as the case may be, the Depositor shall place and/or deposit the receipts of the Deposit with the Bank and such receipts shall be duly endorsed to such party as may be directed by the Bank,</p> <p>4 5 where the Bank allows partial withdrawal of the Deposit (whether orally or in writing or by conduct) the balance moneys in the Deposit shall remain at all times subject to the Memorandum without the need for any further documentation or agreement,</p> <p>4 6 where the Deposit is allowed by the Bank (whether orally or in writing or by conduct) to be withdrawn totally, the Memorandum shall nevertheless remain in full force and effect and shall apply to all fresh Deposits thereafter without any limit to the number of times of such total withdrawal of such Deposits and regardless of whether at the time of such withdrawal and placing of fresh Deposits, the Depositor is indebted to the Bank or not,</p> <p>4 7 during the continuance of the Memorandum the Depositor will not create (or agree, conditionally or unconditionally to create) or have outstanding any other security on or over the Deposit or any part thereof or otherwise howsoever deal with or dispose of the Deposit</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>or any part thereof except for the Memorandum, and</p> <p>4 8 where the Deposit is held with an Affiliate or a financial institution other than the Bank, the Depositor shall give notice of the security created under the Memorandum and shall procure such Affiliate or financial institution to acknowledge such notice, substantially in the form of Appendix 2 of the Memorandum</p> <p>5 The Bank or its nominees may, in their discretion and at any time exercise or cause to be exercised (in the name of the Depositor or the names of any nominees in whose name or names any of the Securities may, for the time being, be registered) whether before or after any demand for payment hereunder and without further consent or authority on the part of the Depositor, any voting rights in respect of any Securities charged as if the Bank were the registered holder and beneficial owner thereof, including the power to attend and speak at any general meeting and to appoint a proxy therefor, and all other powers or rights whatsoever of registered shareholders under the relevant Articles of Association and by law provided For the purposes of this paragraph, the Depositor irrevocably undertook to execute and sign all Powers of Attorney and any other documents which the Bank may require</p> <p>5 1 The Depositor also irrevocably authorised and directed any nominees in whose names any securities charged may for the time being be registered to exercise all voting and other powers in respect of any such securities that may be vested in them as the registered holders thereof in accordance with any directions that the Bank may at any time and from time to time give to them in that regard</p> <p>5 2 The Bank may likewise exercise all the powers given to trustees by the Trustees Act (Chapter 337) of Singapore in respect of Securities or property subject to a trust and any powers or rights which may be exercised by the person or persons in whose name or names the securities are registered under the terms hereof or otherwise</p> <p>6 The Depositor irrevocably appointed and authorised the Bank and any of its duly authorised officers to do all or any of the following as the Depositor's attorney and at the Bank's sole and absolute discretion, without notice and/or reference to the Depositor -</p> <p>6 1 to renew the Deposit, or any part thereof, on such terms and for such period as the Bank may think fit;</p> <p>6 2 in cases where the Deposit is placed with another financial institution, to withdraw the Deposit or any part thereof and to apply the Deposit in accordance with Clause 8 hereof,</p> <p>6 3 to open on behalf of the Depositor Account(s) with one or more Depositories or Operators (including but not limited to sub-accounts) with one or more Depository Agents) whether such Account is designated in the name of the Depositor, an Operator, the Bank or any other person (including without limitation where the Account is identifiable only by a client number or in any other, -Manner whether or not it reveals the name of the Depositor) and to operate any such Account (such authority to operate the Account being to the exclusion of the Depositor's right to operate the Account) and the Depositor will at the request of the Bank transfer any Securities into any such Account as the Bank may direct, and</p> <p>6 4 to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which the Depositor ought to execute and do under the terms of the Memorandum or which may be required in the proper exercise of any rights or powers conferred on the Bank by the Memorandum or otherwise for any of the purposes of the Memorandum and the Depositor covenanted with the Bank to ratify and confirm all acts and things made, done or executed by such attorney</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars		
	7 The Bank shall be entitled at any time and without notice to the Depositor	
	7 1 to appropriate the Deposit, or any part thereof, at any time whether before or after maturity towards satisfaction and payment of any liabilities (whether present or future, joint or several, actual or contingent, liquidated or otherwise) of the Depositor to the Bank, or	
	7 2 to debit or set-off any and all of the accounts of the Depositor with the Bank, whether current, savings, time deposit or any other accounts, and whether opened prior to or after the date of the Memorandum, with the amount of any and/or all moneys and liabilities which are now or any time hereafter may be due, owing, incurred, outstanding and payable by the Depositor to the Bank	
	8 Without prejudice to the rights and obligations created by the Memorandum, any dividends, interest or other moneys charged which may be received by the Depositor after the power of sale, debit, set-off or appropriation hereunder has arisen shall be held in trust for the Bank and paid over to the Bank on demand	
	9 The security created under the Memorandum shall continue to be valid and binding for all purposes notwithstanding any change by amalgamation, consolidation or otherwise which may be made in the constitution of the company, corporation or firm by which the business of the Depositor or the business of the Bank for the time being is carried on or by any other matter or thing whatsoever	
	10 The powers conferred by the Memorandum in relation to the Securities or any part thereof on the Bank shall be in addition to and not in substitution for the powers conferred on mortgagees under the Conveyancing and Law of Property Act and any other legislation or written law, which shall apply to the security created by the Memorandum except insofar as they are expressly or impliedly excluded Where there is any ambiguity or conflict between the powers contained in the Conveyancing and Law of Property Act and any other legislation or written law, and those conferred by the Memorandum as aforesaid, then the terms of the Memorandum shall, insofar as they are legally permissible, prevail	
	11 The Bank may exercise the power of sale conferred on mortgagees by the Conveyancing and Law of Property Act and any other legislation or written law, (as varied or extended by the Memorandum) free from the restrictions imposed by Section 25 of the Conveyancing and Law of Property Act The restriction on the right of consolidating mortgage securities contained in Section 21 of the Conveyancing and Law of Property Act shall not apply to the security	
	12 The security created by the Memorandum shall not be discharged or affected by	
	12 1 any time, indulgence, waiver or consent at any time given to any person,	
	12 2 the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies -or securities against any person,	
	12 3 any legal limitation, disability, incapacity or other circumstances relating to any person liable whether or not known to the Bank,	
	12 4 any invalidity in or irregularity or unenforceability of the obligations of any person, or	
	12 5 anything done or omitted which but for these provisions might constitute a legal or equitable discharge of the Depositor	
	13 Any moneys received under the Memorandum may be placed and kept to the credit of a suspense account for so long as the Bank thinks fit without any obligation in the meantime	

MG01 - continuation page

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Short particulars

- to apply the same or any part thereof in or towards the discharge of any moneys or liabilities due to or incurred by the Depositor to the Bank. Notwithstanding any such payment, in the event of any proceedings in or analogous to bankruptcy, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such moneys and liabilities in the same manner as if this security had not been created
- 14 The Depositor shall, during the continuance of this security, pay all calls or other payments due in respect of all the Securities and in the event of default, the Bank may, if it thinks fit, make such payments on behalf of the Depositor. Any sums so paid by the Bank shall be repayable by the Depositor to the Bank together with interest thereon at such rate as the Bank may at its discretion from time to time fix (calculated from the date of payment by the Bank to the date of repayment) on demand and pending such repayment, shall be a further charge on the Securities charged
- 15 In addition to any general lien or similar rights to which the Bank as banker may at any time be entitled by law or otherwise, the Bank shall at liberty and is authorised and empowered by the Memorandum at any time and from time to time without notice or reference to the Depositor to combine or consolidate any and all of the accounts (notwithstanding that any of the deposits held therein have not matured or that any of the special conditions applicable to such deposits have not been satisfied) of the Depositor with the Bank (if the Depositor consists of more than one party, whether in the sole name of one of the Depositors or in the joint names of the Depositors or any two or more of them) and set-off or transfer any sum of moneys standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Depositor to the Bank on any other account or in any respect, whether such liabilities be actual or contingent, primary or collateral and/or joint or several, and the Bank may at any time at its discretion convert the moneys standing to the credit of any of such accounts into any currency by any means at the Bank's disposal and at the Bank's buying or selling rate applicable at the time of passing the entry for the purpose of setting off as aforesaid
- 16 A certificate determination or notification by an officer of the Bank as to any securities comprising the Securities, any moneys comprising the Deposit, any amount payable to the Bank, any liabilities incurred by the Depositor to the Bank or as to any other matter related to the Memorandum shall be conclusive and binding on the Depositor
- 17 The security created by the Memorandum is in addition to any other guarantee or security now or hereafter held by the Bank from the Depositor or otherwise. Nothing contained in the Memorandum shall prejudice or affect any lien which the Bank may now or at any time hold for or on account of the moneys and liabilities secured or any part thereof
- 18 The Depositor undertook to reimburse the Bank on a full indemnity basis, on demand by the Bank, for all costs (including legal costs on a full indemnity basis), expenses, taxes, stamp duty or liabilities which the Bank or its nominees may incur in the preparation, stamping and/or execution of the Memorandum or the sale or in the enforcement of the security created under the Memorandum

MG01 - continuation page
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MG01 - continuation page

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars	<p>19 The Bank shall be at liberty without affecting its rights under the Memorandum at any time</p> <p>19 1 to determine or vary any credit to the Depositor and to vary the rate of interest payable for or in respect of the moneys secured or any part thereof,</p> <p>19 2 to vary, exchange or release any security held or to be held by the Bank for or on account of the moneys and liabilities secured or any part thereof, or</p> <p>19 3 to renew bills or promissory notes in any manner and to compound with, give time for payment, accept composition from and make any other arrangements with any person or party liable to the Bank in respect of bills, notes or other securities held or to be held by the Bank for the moneys secured or any part thereof</p> <p>20 Nothing in the Memorandum shall be deemed to render it obligatory upon the Bank at law or in equity to make or to continue to make any advances or give other accommodation to the Depositor</p> <p>21 Upon any release of any of the Securities, the Bank shall not be bound to return the identical securities constituting the Securities which were deposited, lodged, held with or transferred to the Bank or its nominees, and the Depositor irrevocably agreed to accept the return of securities of the same class and denomination or such other securities as shall then represent the same, and in so doing the Bank will obtain a good discharge therefore The following provisions shall apply to notices and communications under the Memorandum</p> <p>22 1 any demand for payment of moneys or any other demand or notice made under the Memorandum shall be deemed to have been sufficiently made or given if made or given by the duly authorised officer of the Bank or by any person or firm for the time being acting as a solicitor or solicitors of the Bank by letter addressed to the Depositor and delivered or sent by registered post to the address of the Depositor as above stated or to the last known place of business or abode of the Depositor and any such demand or notice so made or given shall be deemed to have been made or given or received on the day it was so delivered or on the day following that on which it was posted as the case may be and shall be deemed to be duly served on the Depositor notwithstanding the fact that the letter may be returned through the post office undelivered Where two or more persons are referred to in Clause 1 hereof as "the Depositor", any such demand or notice shall be binding on all such persons notwithstanding that it may not have been sent or received by any one or more of them, and</p> <p>22 2 in the case of the death of any Depositor and until receipt by the Bank of a duly certified copy of the Grant of Probate or Letter of Administration of the estate of the deceased, any demand or notice by the Bank delivered or sent by registered post and addressed to the deceased or his personal representative at the address of the deceased as aforesaid shall for all purposes be deemed a sufficient demand by the Bank to the deceased and his personal representatives and shall be effectual as if the deceased were still living If at any time any provision(s) of the Memorandum is or becomes invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of the Memorandum shall not in any way be affected or impaired thereby The Bank shall be entitled without notice to amend or replace any invalid, illegal, unenforceable or any other provision(s) of the Memorandum by valid, legal and enforceable provision(s) which achieve, to a reasonable extent, the economic and all other purposes of the amended or replaced provision(s)</p>
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MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2210046
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MEMORANDUM OF CHARGE
DATED 1 OCTOBER 2012 AND CREATED BY COVENTRY HOUSE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BANK OF SINGAPORE LIMITED
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 4 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 OCTOBER 2012

DX



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES