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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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Pursuant to section 395 of the Companies Act 1985

CHA 116

To the Registrar of Companies

For official use

Company number

Name of company

\* DAEJAN HOLDINGS PLC ("THE CHARGOR")

Date of creation of the charge

29 OCTOBER 1998

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

CHARGE OVER ACCOUNT ("THE CHARGE")

Amount secured by the mortgage or charge

6 All obligations and liabilities of the Chargor at the date of the Charge or in future to the Bank (as from time to time modified, amended, renewed or extended) under the Agreement and the Security Documents to which the Chargor is a party and all other moneys, obligations and liabilities of the Chargor to the Bank howsoever arising from time to time (together the "Secured Liabilities").

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

THE ROYAL BANK OF SCOTLAND plc (the "Bank") whose registered office is at 36 St. Andrew Square, Edinburgh EH2 2YB

Presentor's name address and  
reference (if any):

Travers Smith Braithwaite  
10 Snow Hill  
London  
EC1A 2AL

NAM/NSM/MT1/785374

Time critical reference

For official use

Mortgage Section

Post room



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legibly, preferably  
in black type, or  
bold block  
lettering

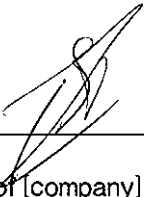
1. Under the Charge the Chargor charged the Account in favour of the Bank as security of payment of the Secured Liabilities.
2. The Chargor by the Charge (which was expressly made for securing present (as at the date of the Charge) and future advances with full title guarantee (without the benefit of Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994) charged all its right, title and interest in the Account and the Deposit as a continuing security in favour of the Bank for the discharge of the Secured Liabilities.

3. Negative Pledge

The Chargor (in the Charge) represented to the Bank that it had not created, and covenanted with the Bank that without the prior written consent of the Bank it would not create any mortgage, pledge, lien, charge or other security over, and had not otherwise encumbered, assigned or transferred and would not otherwise encumber, assign or transfer, the whole or any part of its right, title or interest in or to any account or the Deposit except by the Security Documents.

Particulars as to commission allowance or discount (note 3)

Signed



Date

5/11/98

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

† 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.

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binding margin

**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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in black type, or  
bold block lettering

Company Number

305105

Name of Company

DAEJAN HOLDINGS PLC ("THE CHARGOR")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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bold block lettering**

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

#### 4. Definitions

Account: the Rent Account and the Proceeds Account;

Agreement: an agreement of 29 October 1998 made between the Chargor and the Bank wherein the Bank agreed to make available a maximum £50,000,000 loan facility to the Chargor upon the terms and conditions therein contained;

Deposit: the amount from time to time standing to the credit of each Account and all rights accruing in respect thereof; ✓

Proceeds Account: an account in the name of the Chargor held at the Bank (or such other bank in the United Kingdom as the Bank, acting reasonably, may approve from time to time) under account number 00220128 and designated "Daejan Holdings plc - Proceeds Account", or such other account as may be established in substitution therefor from time to time;

Rent Account: an account in the name of the Chargor held at the Bank (or such other bank in the United Kingdom as the Bank, acting reasonably, may approve from time to time) under account number 00220101 and designated "Daejan Holdings plc - Rent Account", or such other account as may be established in substitution therefor from time to time;

Security Documents : each and every document required expressly or impliedly by the Agreement, and/or given pursuant to the terms of the Agreement, for the purpose of constituting or evidencing any charge, pledge, lien or other security interest, or any other right or interest having a similar economic purpose or effect whether constituting a security interest or not, and including any guarantee, set-off or flawed asset arrangement.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00305105

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER ACCOUNT DATED THE 29th OCTOBER 1998 AND CREATED BY DAEJAN HOLDINGS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc UNDER THE AGREEMENT AND THE SECURITY DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th NOVEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th NOVEMBER 1998.

*Jennifer V Murphy*  
JENNIFER V MURPHY

for the Registrar of Companies



C O M P A N I E S H O U S E

2054  
CP  
10/11/98