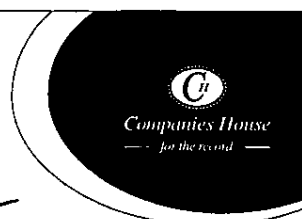


MG01

Particulars of a mortgage or charge

00 6493 / 65



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 reg
particulars of a charge for a Scc
company To do this, please use
form MG01s

FRIDAY



AJYYRJ0Z

A20

09/04/2010

COMPANIES HOUSE

3

1 Company details

Company number 0 3 3 6 4 7 3 9

Company name in full SANTON CAPITAL PLC

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 / d 2 6 m 0 3 y 2 0 y 1 0

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 Charge of Uncertificated Securities dated 26 March 2010 between (1) Santon Capital plc (the
"Borrower") and (2) Pardeep Sandhu (the "Lender") (the "Charge of Uncertificated Securities")

4 Amount secured

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

Amount secured 07 All present and future monies, obligations and liabilities owed by the
Borrower to the Lender, whether actual or contingent and whether
owed jointly or severally, as principal or surety and/or in any other
capacity whatsoever, under or in connection with either or both the
Facility Agreement and the Charge of Uncertificated Securities
together with all interest accruing on such monies and liabilities

Please refer to continuation sheet to section 6 for definitions used

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	
Name	✓ PARDEEP SANDHU	
Address	56 GRANGE ROAD	
	LONDON	
Postcode	W 5 5 B X	
Name		
Address		
Postcode		

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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>As continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charged to the Lender, by way of first fixed charge, all present and future Charged Investments</p> <p>The Borrower has covenanted with the Lender during the continuance of the security constituted by the Charge of Uncertificated Securities in the terms set out below</p> <p>1 DISPOSALS The Borrower has not sold, transferred, granted options over, disposed of, assigned, created an Encumbrance over or encumbered in any manner and during the continuance of the security created by the Charge of Uncertificated Securities will not and will not agree or attempt to sell, transfer, grant options over, dispose of, assign, create an Encumbrance over or encumber in any manner all, any or any part of the Charged Investments or any of its title, rights or interests in them</p> <p>2 NOMINATIONS The Borrower shall (a) terminate with immediate effect all nominations it may have made in respect of any Charged Investments and pending such termination procure that any person so nominated (i) does not exercise any rights in respect of any Charged Investments without the prior written approval of the Lender, and (ii) immediately upon receipt, forward to the Lender all communications or other information received in respect of any Charged Investments for which it has been so nominated (b) not at any time during the Security Period nominate any person, other than the Lender, to enjoy or exercise any right relating to any of the Charged Investments</p> <p>3 CREST ACCOUNTS At all times during the Security Period the Borrower shall, or it shall procure its nominee to, maintain accounts with CREST and comply with the operator's rules and/or terms and conditions for such accounts</p> <p>Please refer to continuation sheet</p>	

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

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>4 NO ALTERATION OF RIGHTS AND LIABILITIES The Borrower shall not, without the prior written consent of the Lender, amend, or agree to the amendment of, the rights or liabilities attaching to any of the Charged Investments</p> <p>5 INVESTMENT INFORMATION The Borrower shall, and shall procure any nominee of it to, promptly following receipt, send to the Lender copies of all notices, circulars, reports, accounts and other documents, which are received by the Borrower or any of its nominees, relating to any Charged Investments</p> <p>6 NO ADVERSE ACTIONS OR VARIATIONS The Borrower shall not do, cause or permit to be done anything which may adversely affect the security created by the Charge of Uncertificated Securities or which is a variation or abrogation of the rights attaching to or conferred on all or any part of the Charged Investments by the Charge of Uncertificated Securities, without the prior written consent of the Lender</p> <p>Definitions</p> <p>Accruing Property all stocks, shares or other securities, rights or other property accruing, offered or issued at any time by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise in respect of any of the Charged Investments including previous Accruing Property</p> <p>Charged Investments all the present stocks, shares, loan capital, securities, bonds, warrants and other investments in uncertificated form, comprising 2,000,000 ordinary shares of 5p each in Conygar Investment Company plc, and</p> <p>(a) all future stocks, shares, loan capital, securities, bonds and other investments (whether or not marketable) in uncertificated form together with all Accruing Property,</p> <p>(b) all rights accruing or incidental to those investments from time to time, and</p> <p>(c) all dividends, interest and other income (not being Accruing Property), arising out of, or accruing due in respect of, Charged Investments (and references to the Charged Investments include references to all or any of the above property and rights)</p> <p>Encumbrance any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>Facility Agreement the facility agreement dated 26 March 2010 between the Borrower and the Lender for the provision of loan facilities as amended, varied or supplemented from time to time in accordance with its terms or, as the case may be, with the agreement of the parties</p> <p>Secured Liabilities all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with either or both the Facility Agreement and the Charge of Uncertificated Securities together with all interest accruing on such monies and liabilities</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

Definitions continued

Security Period the period starting on the date of the Charge of Uncertificated Securities and ending on the date on which all the Secured Liabilities have, to the reasonable satisfaction of the Lender, been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

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 <ul style="list-style-type: none"> - 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	None			
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 <table border="1"> <tr> <td data-bbox="336 1742 1131 1933"> Signature <i>Stephen & Johnson</i> <i>on behalf of</i> <i>Pardeer Sandhu</i> </td> <td data-bbox="336 1933 1131 2016"> <i>S & J</i> </td> </tr> </table> This form must be signed by a person with an interest in the registration of the charge	Signature <i>Stephen & Johnson</i> <i>on behalf of</i> <i>Pardeer Sandhu</i>	<i>S & J</i>	
Signature <i>Stephen & Johnson</i> <i>on behalf of</i> <i>Pardeer Sandhu</i>	<i>S & J</i>			

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 **Bart Kamya**

Company name **Step toe & Johnson**

Address **99 Gresham Street**

Post town **London**

County/Region

Postcode **E C 2 V 7 N G**

Country **U K**

DX **206/London**

Telephone **020 7367 8000**



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3364739
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OF UNCERTIFICATED
SECURITIES DATED 26 MARCH 2010 AND CREATED BY
SANTON CAPITAL PLC FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO PARDEEP SANDHU
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 9 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 APRIL 2010

MH DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES