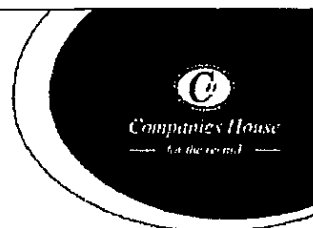


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MG01

Particulars of a mortgage or charge



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 for**
You cannot use this form to register
particulars of a mortgage or charge
in Scotland. Please use the
Scottish Companies Act 2006 form

THURSDAY



A11

09/09/2010

244

COMPANIES HOUSE

please

gov.uk

1 Company details

Company number 03381643

Company name in full Daejan (NUV) Limited (the "Chargor")

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 03/09/2010

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 Legal Mortgage dated 3 September 2010 between the Chargor and Barclays Bank plc (the "Lender") (the "Legal Mortgage")

4 Amount secured

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

Amount secured

Any liability expressed to be due, owing or payable by the
Chargor to the Lender under or in connection with any of the
Finance Documents (in each case, whether alone or jointly, or
jointly and severally, with any other person, whether actually
or contingently and whether as principal, surety or otherwise)
(the "Secured Liabilities")

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

Barclays Bank plc

Address

1 Churchill Place

London

Postcode

E 1 4 5 H P

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

See Continuation Page

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 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 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 Pinset Masons 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 Firyal Teemul

Company name Pinsent Masons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 A H

County

DX 119516 Finsbury Square

Telephone 0207 490 6271



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 the 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

In accordance with
Section 860 of the
Companies Act
2006

MG01 – continuation page
Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

N/A

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- | | |
|-----|--|
| 1 | GRANT OF SECURITY |
| 1 1 | <p>Security</p> <p>As a continuing security for payment of the Secured Liabilities the Chargor with full title guarantee -</p> <p>charges to the Lender all its right, title and interest from time to time in and to each of the following -</p> <ul style="list-style-type: none"> (a) by way of first legal mortgage all Land described in the Schedule (<i>The Property</i>), (b) by way of first fixed charge all Related Rights in respect of the Charged Property |
| 1 2 | <p>Trust</p> <p>If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargor shall hold it on trust for the Lender</p> |
| 2 | RESTRICTIONS AND FURTHER ASSURANCE |
| 2 1 | <p>Security</p> <p>Save as provided for in the Facility Agreement, the Chargor shall not create or permit to subsist any Security over any Charged Property</p> |
| 2 2 | <p>Disposal</p> <p>Save as provided for in the Facility Agreement, the Chargor shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property</p> |
| 2 3 | <p>Further assurance</p> <p>The Chargor shall promptly do whatever the Lender reasonably requires -</p> <ul style="list-style-type: none"> 2 3 1 to perfect or protect the Security created or expressed to be created by the Legal Mortgage, or its priority, or 2 3 2 to facilitate the realisation of the Charged Property or the exercise of any rights vested in the Lender or any Receiver, <p>including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Lender or its nominees or otherwise), making any registration and giving any notice,</p> |

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

order or direction

Definitions

"Borrower" means Daejan Holdings Plc (Company Number 305105),

"Charged Property" means the Land described in the Schedule (*The Property*),

"Facility Agreement" means the revolving facility agreement dated the 3 September 2010 made between the Borrower and the Lender,

"Finance Documents" means the Facility Agreement, any Security Document, and all other documents or instruments granted or created in favour or for the benefit of the Lender by any of the Obligors under the terms of the Facility Agreement and any other document designated as such by the Lender and the Borrower,

"Land" means any estate, right or interest or over land, whether legal or equitable, and wherever the land is situated, including any buildings and Fixtures (as defined in the Facility Agreement) on land, and the benefit of any covenants or rights owned to any person or enforceable by him by virtue of the ownership, possession or occupation of land, but for these purposes, **"Land"** excludes heritable property situated in Scotland,

"Obligors" means each and all of the Borrower and the Chargors (as defined in the Facility Agreement) including their successors in title and permitted assigns,

"Receiver" means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property

"Related Rights" means in relation to any Charged Property -

- (a) the proceeds of sale of any part of the Charged Property,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of the Charged Property,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Charged Property, and

any moneys and proceeds paid or payable in respect of the Charged Property,

"Security" means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Document" means each of the Legal Charges (as defined in the Facility Agreement), the Account Charge (as defined in the Facility Agreement) and any other document from time to time conferring or expressing to confer a Security Interest on the Lender in respect of the Finance Documents, and

"Security Interest" means a mortgage, charge, pledge, lien or other security

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

interest securing any obligation of any person or any other agreement or arrangement having a similar effect

SCHEDULE

THE PROPERTY

PROPERTY	TITLE NUMBER
The Swan Courtyard, Charles Edward Road, Yardley	WM675243



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3381643
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 3
SEPTEMBER 2010 AND CREATED BY DAEJAN (NUV) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO BARCLAYS BANK PLC 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 9 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 SEPTEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES