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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

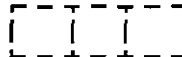
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



05606499

Name of company

* Coda Developers Limited (the "Mortgagor")

Date of creation of the charge

31 January 2007

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

Charge of Interest in Limited Liability Partnership (the "Deed")

Amount secured by the mortgage or charge

All the liabilities of Coda SA1 LLP (Partnership No. OC323099) (the "Limited Liability Partnership") to the Banks of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with all charges, commissions, Interest and Expenses (the "LLP's Obligations")

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

Shinan Mutual Savings Bank of 943-19 Daechi-dong, Gangnam-gu, Seoul, Korea, **Prime Mutual Savings Bank** 278-3 Nonhyun-dong, Gangnam-gu, Seoul, Korea
(See addendum 3/4)

Postcode

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

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE
DX: 33866 Finsbury Square
Ref: EBS/95230/120000

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

TUESDAY



A15
AJMENN14
13/02/2007
COMPANIES HOUSE
516

1. CHARGE

1.1. In consideration for the Banks entering into certain financial arrangements with the Limited Liability Partnership, the Mortgagor as a continuing security for discharge of the LLP's Obligations and with full title guarantee charges to the Banks by way of a first fixed charge, the Rights and all income derived from the Rights and all rights attaching to the Rights.

1.2 After the LLP's Obligations have been discharged in full, the Banks shall, at the request and cost of the Mortgagor, release the Rights (or such of them as remain under a charge to the Banks) to the Mortgagor.

2. RESTRICTIONS ON CHARGING

The Mortgagor will not without the prior written consent of the Banks create or permit to arise any mortgage charge or lien on the Rights.

(See addendum 4/4)

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

Particulars as to commission allowance or discount (note 3)

Signed

Date 12 February 2007

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

* Coda Developers Limited (the "Mortgagor")

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)

In this form:-

"Expenses" means all expenses due owing or payable by the Mortgagor to the Banks at any time in connection with the Rights or the LLP's Obligations or in taking or perfecting the Deed or in preserving defending or enforcing the security created by the Deed or in exercising any power under the Deed or otherwise with Interest from the date they are incurred

"Interest" means interest at the rate(s) charged to the Limited Liability Partnership by the Banks from time to time;

"Limited Liability Partnership Deed" means the incorporation deed of the Limited Liability Partnership

"Rights" means all the Mortgagor's rights title and interest under the Limited Liability Partnership Deed to:-

(a) its share of all profits, income, gains or other receipts of the Limited Liability Partnership from time to time;

(b) its share of the assets of the Limited Liability Partnership upon termination or liquidation of the Limited Liability Partnership; and

(c) its right to be repaid its commitment.

Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Minkook Mutual Savings Bank of 73-1, 5-Ga, Chungmoo-ro, Jung-gu, Seoul, Korea, **National Agricultural Co-Operative Federation** of 75, 1-Ga, Chungjung-ro, Jung-gu, Seoul, Korea and **Daol Fund Co Limited** of 943-19, Daechi-dong, Gangnam-gu, Seoul, Korea (the **"Banks"** and each a **"Bank"**)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

3. FURTHER ASSURANCE

The Mortgagor will at the Mortgagor's own cost at the request of any Bank execute any deed or document and take any action required by the Banks to perfect this security or further to secure on the Rights the LLP's Obligations

Company number

Name of company

*insert full name
of Company

* Coda Developers Limited (the "Mortgagor")

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05606499

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OF INTEREST IN LIMITED LIABILITY PARTNERSHIP DATED THE 31st JANUARY 2007 AND CREATED BY CODA DEVELOPERS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM CODA SA1 LLP TO SHINAN MUTUAL SAVINGS BANK PRIME MUTUAL SAVINGS BANK ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th FEBRUARY 2007.

DX Angela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES