

# M

CHFP025

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Please complete  
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

1116

305105

Name of company

\* Daejan Holdings plc (the "Chargor")

Date of creation of the charge

5 November 2008

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

Security Interest Agreement over Guernsey Security Interest Agreements  
dated 5 November 2008 and made between the Chargor (1) and the Secured  
Party (2) (the "Charge")

Amount secured by the mortgage or charge

Please see Rider 1

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

Lloyds TSB Bank plc of 10 Gresham Street, London (the "Secured Party") \*

Postcode EC2V 7AE

Presentor's name address and  
reference (if any)

CMS Cameron McKenna LLP  
Mitre House  
160 Aldersgate Street  
London  
EC1A 4DD

SJJ/STFL/110125 00045 22596719

For official Use (06/2008)  
Mortgage Section

MONDAY



LD3 10/11/2008 110  
COMPANIES HOUSE

Please return via  
CH London Counter

# 395

ALC 60400041

Short particulars of all the property mortgaged or charged

Please see Rider 2

Please do not  
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this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed Colin Cameron McKenna LLP Date 7 November 2008

On behalf of ~~XXXXXX~~ [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**.

**Form M395**

**Company Name: Daejan Holdings plc**

**Company Number: 305105**

**Amount secured by the mortgage or charge**

**Rider 1**

All present and future indebtedness, moneys, obligations and liabilities of the Chargor to the Secured Party under the Finance Documents, in whatever currency denominated, whether actual or contingent and whether owned jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with the Secured Party's charges and commission, Interest and Expenses (together the "**Secured Liabilities**")

**Form M395**

**Company Name: Daejan Holdings plc**

**Company Number: 305105**

**Short particulars of the property mortgaged or charged**

**Rider 2**

In consideration of the Secured Party providing the Facilities and for the purpose of securing the discharge of the Secured Liabilities, the Chargor as beneficial owner

- 1 assigned to the Secured Party all its rights, title and interest in and the benefit of the Collateral in order to create a security interest therein in accordance with Section 1(6) of the Law, and
- 2 abandoned in favour of the Secured Party during the continuance of the Charge all or any rights or authority which the Chargor may have over the Collateral

**NOTES**

**A. The Charge contains the following covenants:**

***Warranties and Undertakings***

- (a) The Chargor will not create nor attempt to create nor allow the creation of any further mortgage, charge, pledge, security interest or other encumbrance over the Collateral except as permitted by the Secured Party
- (b) Except as permitted by the Charge, the Chargor will not sell or attempt to sell, withdraw, close, disburse, pay, assign, transfer or otherwise dispose of or deal with the Collateral or any interest therein or part thereof

**B. Definitions**

In this form 395 the following expressions shall have the following meanings

**"Collateral":** means all rights, title and interest of the Chargor under the Security Agreements and the Related Rights

**"Expenses":** means all expenses (on a full indemnity basis) reasonably incurred by the Secured Party at any time in connection with the Collateral or the Secured Liabilities or in taking or perfecting the Charge or in preserving, defending or enforcing the security created by the Charge or in exercising any power under the Charge or otherwise, with Interest from the date they are incurred

**"Facilities":** means the time, credit or facilities provided by the Secured Party from time to time, including under the Facilities Agreement

**"Facilities Agreement"** means the intra day term facility agreement dated on or about the date of the Charge made between the Chargor as Borrower and the Secured Party as Lender

**"Finance Documents"** means the Charge, the Facilities Agreement and any other document defined as a Finance Document in the Facilities Agreement

**"Interest"** means interest at the rate(s) charged in respect of the Facilities

**"Law":** means the Security Interests (Guernsey) Law, 1993

**“Related Rights”** means all rights of the Chargor derived from or connected to the Security Agreements including without limitation any rights to receive additional securities, assets or rights or any offers in respect thereof (whether by way of bonus issue, option rights, exchange, substitution, conversion or otherwise) or to receive monies (whether by way of redemption, return of capital, distribution, income or otherwise)

**“Security Agreements”** means the security interest agreements described in Schedule 1

## Schedule 1

### The Security Agreements

- 1 A Security Interest Agreement relating to a bank account dated on or about the date of the Charge made between The Dials Trust Company Limited in its capacity as trustee of The Dials Trust as Chargor and Daejan Holdings PLC as Secured Party
- 2 A Security Interest Agreement relating to Securities (being Fixed-Rate Secured Bonds 2020 of £1,000 issued by Daejan Traders Limited, Daejan (US) Limited and Daejan (UK) Limited) dated on or about the date of the Charge made between The Dials Trust Company Limited in its capacity as trustee of The Dials Trust as Chargor and Daejan Holdings PLC as Secured Party



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 305105  
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY INTEREST  
AGREEMENT OVER GUERNSEY SECURITY INTEREST  
AGREEMENTS DATED 5 NOVEMBER 2008 AND CREATED BY  
DAEJAN HOLDINGS PLC FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK  
PLC UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE  
COMPANIES ACT 1985 ON THE 10 NOVEMBER 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER  
2008**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

L.C 1