

133347/13

In accordance with  
Section 860 of the  
Companies Act 2006

**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 NOT for**

You cannot use this form to register  
particulars of a charge on a  
Scottish company. To  
please use MG01s

TUESDAY



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14/09/2010

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COMPANIES HOUSE

For official use

**1 Company details**

Company number 00305105

Company name in full Daejan Holdings PLC (the "Chargor")

→ **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 Account Charge dated 3 September 2010 between the Chargor and Barclays Bank plc (the "Lender") (the "Account Charge")

**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)  
(together the "Secured Liabilities")

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

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### 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

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### 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

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#### 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

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#### 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).

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#### Signature

Please sign the form here

Signature

Signature

X

Pinsent 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

In accordance with  
Section 860 of the  
Companies Act  
2006

## MG01 – continuation page

### Particulars of a mortgage or charge

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#### Short particulars of all the property mortgaged or charged

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

Short particulars

In accordance with  
Section 860 of the  
Companies Act  
2006

## MG01 – continuation page

### Particulars of a mortgage or charge

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#### Short particulars of all the property mortgaged or charged

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

Short particulars

## 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

# 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

**"Accounts"** means the Rent Account and the Covenant Cure Account

**"Commitment"** means £30,000,000 to the extent not cancelled, reduced or transferred by under the Facility Agreement

**"Covenant Cure Account"** means the account of the Chargor with the Lender numbered 83102920 (sort code 206582) (as that account may from time to time be re-designated or re-numbered) and includes

(a) any suspense account referred to in Clause 15 5 of the Account Charge (*Appropriations*), and

(b) any new account opened pursuant to Clause 15 6 of the Account Charge (*New accounts*)

**"Deposits"** means all or any of the amounts now or from time to time after the date of the Account Charge deposited by or on behalf of the Chargor to the credit of the Accounts, and all other amounts which at any time may be standing to the credit of the Accounts, together with any interest accrued or accruing from time to time on any of those amounts and all rights of the Chargor in respect of those amounts or the Accounts

**"Facility Agreement"** means the revolving facility agreement dated on 03 September 2010 made between, among others, the Chargor as Original Borrower and the Lender

**"Rent Account"** means the account of the Chargor with the Lender numbered 60864765 (sort code 20 65 82) (as that account may from time to time be re-designated or re-numbered) and includes

(a) any suspense account referred to in Clause 15 5 (*Appropriations*), and

(b) any new account opened pursuant to Clause 15 6 (*New accounts*)

**"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 Period"** means the period beginning on the date of the Account Charge and ending on the date on which the Lender is satisfied that the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and the Commitment reduced to zero



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**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

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### Short particulars of all the property mortgaged or charged

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

Short particulars	<div data-bbox="368 510 1477 548"> <p><b>1 SECURITY</b></p> </div> <div data-bbox="368 571 1477 609"> <p><b>1 1 Charge</b></p> </div> <div data-bbox="491 631 1361 757"> <p>As a continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charges to the Lender by way of fixed charge, the Accounts, all its present and future right, title and interest in and to the Accounts and the Deposits</p> </div> <div data-bbox="368 784 1477 822"> <p><b>1 2 Payment of the Deposits</b></p> </div> <div data-bbox="491 844 1361 911"> <p>Regardless of the terms on which moneys are credited to the Accounts, the Deposits will not accrue due or be payable to the Chargor until</p> </div> <div data-bbox="491 938 1361 1001"> <p>1 2 1 the Secured Liabilities have been paid and discharged in full, and</p> </div> <div data-bbox="491 1030 1361 1095"> <p>1 2 2 the Lender is not under any obligation to make banking or other facilities available to the Chargor,</p> </div> <div data-bbox="491 1122 1361 1247"> <p>and until that time the Chargor shall not request, demand or claim to be entitled to withdraw the Deposits except (without prejudice to the Lender's rights under the Account Charge) as permitted by clause 19 15 to 19 17 of the Facility Agreement</p> </div> <div data-bbox="368 1274 1477 1312"> <p><b>2 NEGATIVE COVENANTS</b></p> </div> <div data-bbox="491 1335 1361 1402"> <p>The covenants in Clause 8 of the Account Charge remain in force from the date of the Account Charge until the expiry of the Security Period</p> </div> <div data-bbox="368 1429 1477 1467"> <p><b>2 1 Security</b></p> </div> <div data-bbox="491 1489 1361 1585"> <p>The Chargor shall not create or permit to subsist any Security over the Accounts or any of the Deposits other than as permitted under the Facility Agreement</p> </div> <div data-bbox="368 1612 1477 1650"> <p><b>3 FURTHER ASSURANCE</b></p> </div> <div data-bbox="368 1673 1477 1711"> <p><b>3 1 Further assurance</b></p> </div> <div data-bbox="491 1733 1361 1771"> <p>The Chargor shall promptly do whatever the Lender reasonably requires -</p> </div> <div data-bbox="491 1798 1361 1863"> <p>3 1 1 to perfect or protect the Security created or expressed to be created by the Account Charge, or its priority, or</p> </div> <div data-bbox="491 1890 1361 1955"> <p>3 1 2 to facilitate the realisation of the Deposits or the exercise of any rights vested in the Lender,</p> </div> <div data-bbox="491 1982 1361 2076"> <p>including executing any transfer, conveyance, charge, assignment or assurance of each Account or the Deposits (whether to the Lender or its nominees or otherwise), making any registration and giving any notice,</p> </div>
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## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 305105  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 3  
SEPTEMBER 2010 AND CREATED BY DAEJAN HOLDINGS PLC  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 14 SEPTEMBER  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 SEPTEMBER  
2010

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES