

MG01

Particulars of a mortgage or charge

027966/65

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 register particulars of a charge on a company. To do this, please use form MG01s

TUESDAY



LD4 27/04/2010 110
COMPANIES HOUSE

1 Company details

Company number 0 4 2 0 3 3 8 4

Company name in full DAEJAN (UK) LIMITED

for official use

→ Filing 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 ^d1 ^d6 ^m0 ^m4 ^y2 ^y0 ^y1 ^y0

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 over securities dated 16 April 2010 between Daejan Traders Limited, Daejan (UK) Limited and Daejan (US) Limited (collectively the "Chargors" and each a "Chargor") (1) and Eight Dials Limited (the "Lender") (2) (the "Agreement")

4 Amount secured

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

Amount secured See 1 in Addendum

Continuation page

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

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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

Name EIGHT DIALS LIMITED

Address ISLAND HOUSE, GRANDE RUE, ST MARTIN'S, GUERNSEY

Postcode G Y 4 6 R U

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 See 2 in Addendum

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

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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

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)

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Signature

Please sign the form here

Signature

Signature

X PricewaterhouseCoopers Legal LLP X
as solicitors for the chargor

This form must be signed by a person with an interest in the registration of the charge

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 **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

REF 877564

Company name

PRICEWATERHOUSECOOPERS LEGAL LLP

Address

1 EMBANKMENT PLACE

Post town

LONDON

Country/Region

Postcode

W C 2 N 6 D X

Country

UK

DX

138213 COVENT GARDEN 2

Telephone

020 7804 2650

 **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

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

Amount secured

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5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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Addendum 1/3

- 1 Daejan (UK) Limited has covenanted with the Lender that it shall pay, perform and discharge the Secured Liabilities (as defined below) as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents (as defined below) or, in the absence of any such express terms, on demand

Definitions

"Charged Property" means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Lender by or pursuant to the Agreement

"Delegate" means any person appointed by the Lender or any Receiver pursuant to clauses 13.2 to 13.4 of the Agreement and any person appointed as attorney of the Lender and/or any Receiver or Delegate

"Eurobond Certificates" means any eurobond certificates issued pursuant to the Eurobond Subscription Agreements

"Eurobond Documents" means the Eurobond Subscription Agreements, the Eurobond Instruments and the Eurobond Certificates

"Eurobond Instruments" means each instrument constituting fixed rate secured bonds 2020 entered into on 5 November 2008 by each Chargor as issuer thereunder

"Eurobond Subscription Agreements" means each eurobond subscription agreement entered into on 5 November 2008 by each Chargor as issuer thereunder

"Expenses" means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Lender or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Agreement or in protecting, preserving, defending or enforcing the security constituted by the Agreement or in exercising any rights, powers or remedies provided by or pursuant to the Agreement (including any right or power to make payments on behalf of any Chargor under the terms of the Agreement) or by law in each case on a full indemnity basis

"Finance Documents" means the Agreement, the Eurobond Documents, the New Eurobond Documents and all other documents which are intended to give rise to "Secured Liabilities" for the purpose of the security constituted by the Agreement

"Interest" means interest which each Chargor has covenanted with the Lender to pay on any amounts due and payable under clauses 2.1 and/or 2.2 of the Agreement from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of that Chargor) at such rate as may from time to time be fixed by the Lender and, if not so fixed, at 3% per annum above the Lloyds TSB Bank plc base rate from time to time, on the basis that all such interest will be payable upon such days in each year as the Lender shall from time to time fix and will be compounded with rests on such days in each year in the event of it not being so paid but without prejudice to

Addendum 2/3

the right of the Lender to require payment of such interest on demand at any time and provided that, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expenses arose with the necessity for any demand being made for payment

"New Eurobond Certificates" means any eurobond certificates issued pursuant to the New Eurobond Subscription Agreements

"New Eurobond Documents" means the New Eurobond Subscription Agreements, the New Eurobond Instruments and the New Eurobond Certificates

"New Eurobond Instrument" means each instrument constituting fixed rate secured bonds 2020 entered into on or about the date of the Agreement by each Chargor as issuer thereunder

"New Eurobond Subscription Agreement" means each eurobond subscription agreement entered into on or about the date of the Agreement by each Chargor as issuer thereunder

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

"Secured Liabilities" means all present and future indebtedness, moneys, obligations and liabilities of each Chargor to the Lender under the Finance Documents (including the Agreement), in whatever currency denominated, whether actual or contingent and whether owed 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 all Expenses and all Interest

- 2 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities charged in favour of the Lender by way of first fixed charge all of that Chargor's present and future right, title and interest in and to the following assets

- (1) all Securities,
- (2) all Related Rights, and
- (3) all property and rights in respect of any of the Securities and/or Related Rights, or in respect of any account relating to any of the Securities and/or Related Rights, from time to time held by or for any Chargor as a participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system, depository, custodian, sub-custodian, investment manager or broker (whether established in the United Kingdom or elsewhere)

Definitions

"Related Rights" means (a) all dividends, interest and other distributions of any kind and any other moneys paid or payable from time to time in respect of any of the Securities, (b) all allotments, accretions, rights, shares, securities, money or other

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property accruing, offered or issued from time to time by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise in respect of any of the Securities and (c) all other rights, assets and advantages from time to time attaching to or deriving from or exercisable by virtue of the ownership of any of the Securities

"Securities" means all shares in the capital of the UK Subsidiary Companies from time to time legally and beneficially owned by or on behalf of any Chargor or in which any Chargor has an interest including, without limitation, the securities specified in Schedule 2 of the Agreement (and listed below)

"UK Subsidiary Companies" means each and any of Bampton Homes Limited, Brickfield Properties Limited, City and Country Properties (Birmingham) Limited, City and Country Properties (Midlands) Limited, City and Country Properties Limited, Coinsun Limited, Daejan (Cambridge) Limited, Daejan (FH 1998) Limited, Daejan (FHNV 1998) Limited, Daejan (PF) Limited, Daejan Commercial Properties Limited, Daejan Developments Limited, Daejan Enterprises Limited, Daejan Estates Limited, Daejan Investments (Grove Hall) Limited, Daejan Investments (Park) Limited, Daejan Investments Limited, Daejan Properties Limited, Daejan Retail Properties Limited, Halliard Property Co Limited (The), Hampstead Way Investments Limited, Inputstock Limited, Inputstripe Limited, Lawnstamp Limited, Limebridge Co Limited, Lookstate Limited, Pegasus Investment Co Limited, Rosebel Holdings Limited, Seaglen Investments Limited, St Leonards Properties Limited, and Summerseas Investment Co Limited

Securities owned by Daejan (UK) Limited and specified in schedule 2 of the Agreement

2 ordinary shares of £1 each in City and Country Properties (Birmingham) Limited,
13,044,299 ordinary shares of £0.10 each in City and Country Properties Limited,
1 ordinary share of £1 in Coinsun Limited,
1 ordinary share of £1 in Daejan (Cambridge) Limited,
2 ordinary shares of £1 each in Daejan (FH 1998) Limited,
2 ordinary shares of £1 each in Daejan (FHNV 1998) Limited,
1 ordinary share of £1 in Daejan (PF) Limited,
1,000 ordinary shares of £1 each in Daejan Commercial Properties Limited,
2 ordinary shares of £1 each in Daejan Enterprises Limited,
1,000 ordinary shares of £1 each in Daejan Investments (Grove Hall) Limited,
1,000 ordinary shares of £1 each in Daejan Investments Limited,
1,000 ordinary shares of £1 each in Daejan Retail Properties Limited,
1,000 ordinary shares of £1 each in Hampstead Way Investments Limited,
1 ordinary share of £1 in Inputstock Limited,
1 ordinary share of £1 in Inputstripe Limited,
1 ordinary share of £1 in Lawnstamp Limited,
100 ordinary shares of £1 each in Limebridge Co Limited, and
1,000 ordinary shares of £1 each in St Leonards Properties Limited



FILE COPY

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

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

COMPANY NO. 4203384
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER SECURITIES
DATED 16 APRIL 2010 AND CREATED BY DAEJAN (UK)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH CHARGOR TO EIGHT DIALS LIMITED 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 27 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 APRIL 2010

DP
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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES