

M**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

H3BC
P40X4
H1110Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

[13]

[>>>>>] 01996073

Name of company

* [>>>>>] (the "Company") JPM NOMINEES LIMITED (7133)

* Insert full name
of company

Date of creation of the charge

[>>>>>] 6th MARCH 2000

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

Supplemental Security Deed dated ^{6/3/00} [A] (the "supplemental Security Deed") by the Company in favour of HSBC Bank plc (the "Bank") which is supplemental to a Security Deed dated ^{6/3/00} [A] (as amended by another Deed dated [>]) ([together] the "Principal Deed").

Amount secured by the mortgage or charge

By clause 2 of the Principal Deed, the Company covenanted with the Bank that it will duly and punctually pay or discharge to the Bank all debts, obligations and liabilities whatsoever on the date of the Principal Deed and from time to time thereafter (whether before or after the service of a Default Notice) due, owing or incurred by the Company to the Bank (whether solely or jointly, or jointly and severally, with another or others, and whether as principal or surety, and whether actual or contingent, present or future) including (whether before or after any judgement) all interest, costs and other charges whatsoever and including, without limitation, any such debts, obligations and liabilities which arise out of or in connection with the Facility Agreement, the Principal Deed, any Assured Payment by the Bank, any transfer of stock to the Company by means of the CGO Service, any transfer by a system-beneficiary to the Company by means of the CGO Service, any agreement to make any such transfer, or any issue of stock to the Company by means of the CGO Service, whether such debts, obligations or liabilities are incurred by the Company on its own account or on behalf of a system-beneficiary.

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

HSBC Bank plc, whose registered office is at Poultry, in the City of London.

Postcode EC2P 2BX

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

Financial Institutions [PY02/
HSBC Bank plc
27-32 Poultry
London
EC2P 2BX
Attn: STUART HARRIS

For official Use
Mortgage Section

A20
COMPANIES HOUSE
A13
COMPANIES HOUSE

0480
22/03/00
09/03/00

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

Without prejudice to the charges, covenants and provisions contained in the Principal Deed as continuing security for the payment or discharge of all liabilities thereby secured, the Company with full title guarantee has charged to the Bank under the Supplemental Security Deed by way of first fixed charge all sums, payments, money, interests, rights and remedies charged by Clause 3.1 of the Principal Deed and has charged to the Bank by way of first floating charge all stock, money, property, assets, benefits, interests, rights and remedies charged by Clause 3.2 of the Principal Deed so that all of them shall stand charged as continuing security for the payment and discharge of all Secured Amounts (including all those becoming due or owing on or after the Effective Date as defined in the attached schedule) in the same terms and with the benefit of the same covenants and provisions as are contained in the Principal Deed (as amended by the Supplemental Security Deed) as if all charges, covenants and provisions contained in the Principal Deed (as thereby amended) were repeated (mutatis mutandis) and set out in extenso in this Supplemental Security Deed.

The attached schedule contains provisions which further define the charges contained in the Principal Deed and which must be read as part of the charges created.

Particulars as to commission allowance or discount (note 3)

N/A

NIL

Signed



Date

7/3/00

On behalf of [company]/[mortgagee/chargee]†

† delete as
appropriate

Notes

- 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.

SCHEDULE TO FORM 395
FOR SUPPLEMENTAL SECURITY DEED

Definitions

1. The expression "Effective Date" is used in the Supplemental Security Deed to mean the date on which CRESTCo Limited becomes the operator of the CGO Service referred to below.
2. In Clause 1.1 of the Principal Deed the following new definitions will be added or, in the case of existing definitions, will be amended to read as follows:

"Business Day"	has the meaning attributed to that expression in the Glossary of the CGO Manual;
"Cash Memorandum Account"	an account maintained by the CGO Operator in the name of a CGO member which records the cumulative (net) balance at any time in the course of a Settlement Day of Assured Payment Obligations due to or from a Settlement Bank in the specified currency as settlement bank for the relevant CGO member;
"CGO Manual"	the document entitled "CGO Reference Manual" or "CGO Manual" relating to the operation of the CGO Service issued by the CGO Operator;
"CGO member"	a person who has entered into an agreement with the CGO Operator regulating such person's membership of the CGO service, or (if the context requires) the CGO Operator (whether in its own right or as nominee for any other person for purposes of the CGO Service);
"CGO Membership Agreement"	an agreement between a person or persons and the CGO Operator regulating such person's or persons' membership of the CGO Service;
"CGO Operator" and "the CGO"	the Bank of England as operator of the CGO Service up to the Effective Date and CRESTCo as operator of the CGO Service from the Effective Date (or such other person as may in the future act as operator in place of CRESTCo);

"CGO Requirements"

all requirements of the CGO Service for the time being applicable including, without limiting the generality of the foregoing:

- (a) all the obligations for the time being applicable to a CGO member under or by virtue of the CGO Membership Agreement and the CGO Manual;
- (b) all the operating procedures set out in the CGO Manual in force from time to time;
- (c) any directions for the time being in force given by or for the CGO Operator pursuant to any provision of the CGO Membership Agreement or the CGO Manual;
- (d) all the provisions for the time being applicable to settlement banks; and
- (e) the CGO Rules;

"CGO Rules"

rules (including within the meaning of the Financial Services Act 1986) made from time to time by the CGO Operator in connection with the CGO Service;

"CGO Service"

the computer based system and associated clerical procedures originally established by the Bank of England and the London Stock Exchange and upgraded by the Bank of England and subsequently transferred on the Effective Date to CRESTCo to facilitate the transfer of Securities (by means of exempt transfer within the meaning of the Stock Transfer Act 1982) and related matters, as operated by the CGO Operator;

"Securities" or "Stock"

specified securities (within the meaning of the Stock Transfer Act 1982) or rights thereto for which the CGO Service provides a method of settlement;

"Settlement Bank"

in relation to any CGO member and in respect of any specified currency, a bank which from time to time makes and receives Assured Payments, being a bank which has entered into an agreement with the CGO Operator to act as a settlement bank in respect of that CGO member and continues so to act.

3. When the changes take effect

The changes to the Principal Deed set out in the Supplemental Security Deed will take effect from the Effective Date, but without prejudice to all rights and obligations arising under the Principal Deed by reference to any act, omission or event occurring at any time before the Effective Date (to which the Principal Deed will continue to apply without the changes set out in the Supplemental Security Deed).

4. Continuance of the Principal Deed

Save as expressly amended by the provisions of the Supplemental Security Deed, the Principal Deed will continue in full force and effect and in particular (but without limitation) the security thereby constituted shall remain in force as continuing security for the payment or discharge of all liabilities thereby secured.

All references in the Principal Deed to "this Deed" will be construed with effect from the Effective Date as references to the Principal Deed as amended by the Supplemental Security Deed, but without prejudice to the other provisions stated in paragraph 3 above.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01996073

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY DEED BY THE COMPANY IN FAVOUR OF HSBC BANK PLC WHICH IS SUPPLEMENTAL TO A SECURITY DEED DATED 6th MARCH 2000 DATED THE 6th MARCH 2000 AND CREATED BY JPM NOMINEES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd MARCH 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th MARCH 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E