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CHFP010.

Please do not write in
this margin

COMPANIES FORM No. 403a

403a**Declaration of satisfaction in
full or in part of mortgage or
charge**

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably in
black type, or bold
block letteringTo the Registrar of Companies
(address overleaf)

For official use

Company Number

Name of company

511

1996073

* Insert full name of
company

* JPM Nominees Limited

We, J. P. Morgan Secretaries (UK) Limited
of 10 Aldermanbury, London EC2V 7RF† delete as
appropriate[a director] [the secretary] [the administrator] [the administrative receiver] of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has
been paid or satisfied in **[full]** ~~(part)~~# insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
Debenture' etc

Date and description of charge # 28 June 2000, Security Deed

Date of registration ☒ 14th July 2000Name and address of [chargee] ~~[trustee for the debenture holders]~~ HSBC Bank plc, Poultry,

City of London, EC2P 2BX

Ø the date of
registration may
be confirmed from
the certificate

Short particulars of property charged \$ as set out in the attached schedule

§ insert brief details
of propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.Declared at 125 London Wall, London
EC2Y 5AJ

Declarant to sign below

MARY FRANCES
VANCEon

Day	Month	Year
11	06	2004

before me *M. Smith*For and on behalf of
J.P. MORGAN SECRETARIES (UK) LIMITED
SECRETARYA Commissioner for Oaths ~~or Notary Public or Justice of the Peace or a Solicitor~~
~~having the powers conferred on a Commissioner for Oaths~~Presenter's name, address
and reference (if any):JP Morgan Chase,
Office of the
Secretary, (17th Floor)
125 London Wall,
London WC2Y 5AJ

For official use

Mortgage Section

Post room

A01
COMPANIES HOUSE0133
15/06/04

[BANK\MEMBER\PARENT OR SETTLEMENT ACCOUNT HOLDER (MEMBER) VERSION]

SCHEDULE TO FORM 395 FOR SECURITY DEED

PART 1

DEFINITIONS

In this Form M395 and Schedule, the following expressions have the following meanings:

- "Assured Payment Obligation"** means an obligation of a Settlement Bank arising pursuant to the relevant Assured Payment Agreement or the relevant Settlement Bank Agreement and **"Assured Payment"** shall be construed accordingly;
- "Assured Payment Agreement"** means any agreement for the time being in force between CRESTCo and each relevant Settlement Bank, which contains the terms and conditions governing the relationship between such Settlement Banks as a result of their admission to settlement bank status in respect of the Designated Currency specified therein;
- "Authorised CREST Sponsor"** means the Bank in its capacity as CREST Sponsor of the Company, or any person appointed by the Bank as CREST Sponsor of the Company, pursuant to clause 15.2 of the Security Deed;
- "Bank"** includes any transferee or successor (whether immediate or derivative) of the Bank and any company with which it may amalgamate;
- "CGO Service"** means the computer based system and associated clerical procedures originally established by the Bank of England and subsequently transferred to CRESTCo to facilitate the transfer of UK government securities by means of exempt transfer (within the meaning of the Stock Transfer Act 1982) and related matters, as operated by CRESTCo;
- "Charged Property"** means the property, assets, rights, receivables and benefits of the Company and the Customer which are for the time being comprised in or subject to the Security Interests constituted by the Security Deed, and references to the Charged Property include references to any part of it;
- "Controlled Accounts"** means the accounts maintained by the Company with the Bank for the time being designated for use in connection with the Facility Agreement or any one or more of them and includes (unless the context otherwise requires) any additional or substitute account maintained by the Company with the Bank from time to time specified as being a **"Controlled Account"** for the purposes of the Security Deed or any other account which is not so designated but is referable to Debts and/or Assured Payments received by the Bank for the account of the

Company (in each case as re-numbered or redesignated from time to time);

"CREST"	means the computer-based system and procedures established by CRESTCo to enable title to units of stock to be evidenced and transferred without a written instrument and to facilitate supplementary and incidental matters;
"CRESTCo"	means CRESTCo Limited incorporated in England and Wales under number 2878738;
"CREST Manual"	means the document entitled "CREST Reference Manual" relating to the operation of CREST issued by CRESTCo;
"CREST Member"	means a person who has been admitted by CRESTCo as a system-member of CREST and (unless the context otherwise requires) includes a CREST sponsored member;
"CREST Registrar"	means a person who has been admitted by CRESTCo as a system-participant to carry out the functions of a registrar and/or receiving agent;
"CREST relevant system"	means the relevant system of which CRESTCo has been approved under the Regulations as Operator;
"CREST Rules"	means rules within the meaning of the Regulations and/or the Financial Services Act 1986 made by CRESTCo in relation to CREST;
"CREST Sponsor"	means a system-participant permitted by CRESTCo to send properly authenticated dematerialised instructions attributable to a CREST Member and to receive properly authenticated dematerialised instructions on behalf of a CREST Member;
"Debts"	means all sums and payments referred to in clause 3.1(a), (b) and (c) of the Security Deed;
"Default Notice"	means a notice served by the Bank under clause 7 of the Security Deed declaring all or any part of the Secured Amounts to be immediately due and payable;
"Designated Currency"	means a currency for the time being specified as such in the Facility Agreement;
"Effective Date"	means 3 July 2000 or, if later, the date on which UK government securities were first admitted to the CREST relevant system;
"Escrow Account"	means an escrow account in CREST in the Customer's name or otherwise referable to the Customer (the operating procedures for which permit only the Bank or its escrow agent to give instructions to CRESTCo in respect of Charged Property held in such escrow account);

"Escrow Agent"	means the Bank (or any person appointed by the Bank to act) as escrow agent within CREST in relation to an Escrow Account;
"Existing Security Deeds"	means all security deeds (and, if applicable, supplemental security deeds) created by the Company and/or the Customer in favour of the Bank prior to the date of the Security Deed in order to secure the liabilities of the Company and the Customer in relation to CREST and/or the CGO Service to the Bank as a settlement bank;
"Facility Agreement"	means the Settlement Bank Facility Agreement(s) for the time being in force between the Bank and the Customer under which the Bank agrees to act as Settlement Bank for the Customer for the purposes contemplated in the recitals to the Security Deed, as the same may be amended, varied, renewed, replaced or extended in accordance with its terms;
"investments"	has the meaning from time to time ascribed to it by Schedule 1 to the Financial Services Act 1986;
"Membership Agreement"	means the agreement(s) for the time being in force between the Customer and CRESTCo under which the Customer has been admitted as a system-member of CREST;
"Receiver"	means any Receiver appointed by the Bank under the Security Deed or the Bank's statutory powers, and includes more than one such Receiver and any successor or replacement Receiver;
"Regulations"	means the Uncertificated Securities Regulations 1995 (SI 1995 No.3272) and such other regulations made under Section 207 of the Companies Act 1989 as are applicable to CRESTCo and/or the CREST relevant system and are for the time being in force;
"Relevant Persons"	means the Authorised CREST Sponsor, the Escrow Agent, the Receiver, any accountant or other person appointed under clause 10.1 of the Security Deed and any person appointed to act as substitute attorney or delegate under clause 15.2 of the Security Deed and (unless the context otherwise requires) includes each or any of them and "Relevant Person" shall be construed accordingly;
"Secured Amounts"	means the obligations, money and liabilities which the Company and the Customer covenant in clause 2 of the Security Deed to pay or discharge to the Bank (whether or not appearing on the Controlled Accounts), and references to the Secured Amounts include references to any of them;
"Security Interest"	means: (a) any mortgage, charge, pledge, assignment (whether or not expressed to be by way of

security), hypothecation, lien, encumbrance or other priority or security interest whatsoever, howsoever created or arising;

- (b) any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or "flawed asset" arrangement or right of set-off;
- (c) any other agreement or arrangement whatsoever having the same or a similar commercial or economic effect as security; and
- (d) any agreement for any of the foregoing;

"Settlement Bank"

means, in respect of any Designated Currency, a bank which has contracted with CRESTCo and the other Settlement Banks to make and receive Assured Payments for the account of CREST Members and CREST Registrars and continues so to act;

"Settlement Bank Agreement"

means the agreement(s) for the time being in force between a Settlement Bank and CRESTCo which contains the terms and conditions governing the relationship between CRESTCo and such Settlement Bank as a result of its admission to settlement bank status in respect of one or more Designated Currencies;

"stock"

means shares, stocks, debentures, debenture stock, UK government securities and (without limitation) any other securities and investments of any description or any of them (including, without limitation, all and any uncertificated units of any securities (as defined in the Regulations)) and shall include units (whether in uncertificated or certificated form) of, and interests in, any of them but, for the purpose of clause 3.2 of the Security Deed, the expression "stock" shall not include any excluded stock; and

"stock account"

means a stock account maintained within the CREST relevant system in relation to each class of security held by a CREST member as described in the CREST Manual.

PART 2

AMOUNT SECURED BY THE SECURITY DEED

By clause 2 of the Security Deed, the Customer covenanted with the Bank that it will duly and punctually pay or discharge to the Bank all debts, obligations and liabilities whatsoever at the date of the Security Deed and from time to time thereafter (whether before or after the service of a Default Notice) due, owing or incurred by the Customer 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 judgment) all interest, costs and other charges whatsoever and including, without limitation, any such debts, obligations and liabilities which arise in connection with: (a) the Facility Agreement and/or the Security Deed; or (b) the making of any Assured Payment by the Bank for the account of the Customer; or (c) any transfer of stock to the Customer by means of CREST (whether the Customer is acting for itself or on behalf of a system-beneficiary); or (d) any transfer by a system-beneficiary to the Customer, as system-beneficiary, by means of CREST of the first system-beneficiary's interest in stock held by a relevant nominee where the relevant nominee will continue to hold the stock on behalf of the Customer; or (e) any agreement to make such a transfer; or (f) any issue of stock to the Customer by means of CREST (whether the Customer is acting for itself or on behalf of a system-beneficiary).

PART 3

PROPERTY CHARGED BY THE SECURITY DEED

1. By clause 3.1 of the Security Deed, the Customer with full title guarantee charged to the Bank, as continuing security for the payment or discharge of the Secured Amounts, by way of first fixed charge:
 - (a) all sums and payments at the date of the Security Deed and from time to time thereafter receivable by reason or in respect of any transfer or debit of, or agreement to transfer or debit, stock from any stock account of or in the name of or otherwise referable to the Customer in CREST or of any transfer by the Customer of any of its right, title or interest to or in stock represented or to be represented by any credit balance for the time being on any such stock account in CREST, together with all rights and interests in such sums and payments;
 - (b) all sums and payments from time to time after the date of the Security Deed receivable by reason of or in respect of the closing out or liquidation of any unsettled contract relating to any stocks of the Customer in CREST;
 - (c) all right, title and interest of the Customer to or in all money at the date of the Security Deed or at any time thereafter standing to the credit of the Controlled Accounts, together with all rights relating or attaching thereto, including interest accruing thereon; and
 - (d) all right, title and interest of the Customer to or in all securities at the date of the Security Deed or at any time thereafter held in each Escrow Account, together with all rights relating or attached thereto.
2. By clause 3.2 of the Security Deed, the Customer with full title guarantee charged to the Bank, as continuing security for the payment or discharge of the Secured Amounts, by way of first floating charge:
 - (a) all stock held by, or on behalf of or for the account of, the Customer in CREST;
 - (b) all and any property, property rights or interest of the Company in, or rights of the Customer to, stock in CREST, including (without limitation) interests of the kinds specified in Regulations 25(1)(a) and 25(2)(a) of the Regulations;
 - (c) all and any sums or other benefits due or becoming due to the Customer by reason of its holding of or entitlement to stock in CREST including, without limitation, sums or benefits due or becoming due by way of repayment, bonus, allotment, dividend, interest, preference, redemption or conversion or accruing or offered in respect of stock in CREST in which the Customer has an interest;
 - (d) all and any stock or rights (including property rights), title or interest of the Customer in, or any sum or benefit deriving from, stock which is no longer in an uncertificated form, whether by reason of the Customer (or any person holding stock for or on behalf of the Customer) having become a former system-member of CREST, or such stock being converted into certificated form at the request of the Customer, the Bank or any Relevant Person or otherwise; and
 - (e) all and any right, title and interest of the Customer in any of the assets or property described in clause 3.1 of the Security Deed;

except in each case to the extent that such assets, property, stock, sums or benefits are effectively charged to the Bank by way of fixed charge under the Security Deed.

PART 4

COVENANTS

1. By clause 5.1 of the Security Deed, the Company and the Customer (as appropriate) covenanted, inter alia, with the Bank that, except as otherwise expressly agreed in writing by the Bank:
 - (a) not to create or permit to subsist any Security Interest (except those contained in the Existing Security Deeds and in the Security Deed) affecting any of the Charged Property;
 - (b) to pay or permit the Bank to pay into the Controlled Accounts any and all sums becoming due to the Company in respect of the Debts or pursuant to any Assured Payment received by the Bank for the account of the Company and not to transfer, factor, discount, sell, release, compound, subordinate, defer, or vary the terms of any Debts nor otherwise to deal with the same except by getting in the same in the usual course of trading, and to pay into the Controlled Accounts all money which the Company may receive in respect of Debts (it being agreed that the Company shall not be entitled to withdraw any such money from any such account unless otherwise expressly agreed in writing by the Bank) and, if and whenever the Bank so requires, promptly to execute, at the Company's own cost, a legal assignment to the Bank in terms specified by the Bank of all or any Debts and any Security Interests or documents relating to them or to negotiate the same to the Bank;
 - (c) not to withdraw, or attempt to withdraw, any stock from an Escrow Account unless otherwise expressly agreed in writing by the Bank;
 - (d) not to part with, sell, transfer or otherwise dispose of any part of the Charged Property for the time being the subject of any of the fixed charges created by the Security Deed or any of its right, title or interest therein;
 - (e) not to part with, sell, transfer or otherwise dispose of any part of the Charged Property for the time being the subject of any of the floating charges created by the Security Deed or any of its right, title or interest therein except in the ordinary course of and for the purposes of its trading activities;
 - (f) if it parts with, sells, transfers or otherwise disposes of any of its right, title and interest in the Charged Property, to collect in the usual course of trading any sum receivable by it in respect of such sale, transfer or other disposal and to pay the same to the credit of the Controlled Accounts.