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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

14

02400738

Name of company

\* IAF Securities Limited (the Company)

Date of creation of the charge

22 May 2008

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

Security Deed (the "Security Deed") entered into between the Company and  
National Westminster Bank Plc (the "Bank") dated

Amount secured by the mortgage or charge

As defined in the Security Deed, "Secured Amounts" means the obligations,  
money and liabilities which the Company covenants in clause 2 (Covenant to  
pay Secured Amounts) 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

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

National Westminster Bank Plc, 135 Bishopsgate, London

Postcode EC2M 3UR

Presentor's name address and  
reference (if any)

Allen & Overy LLP  
1 Bishop Square  
London  
E1 6AD

Time critical reference

For official Use (06/2005)  
Mortgage Section

FRIDAY



LD3

COMPANIES HOUSE

101

Short particulars of all the property mortgaged or charged

See continuation sheet

Please do not  
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*Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Allen + Overly LLP*

Date 05/06/08

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)*

*† 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
- 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**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

**Form 395 Continuation Sheet – page 1 of 2**

According to Clause 3 of the Security Deed

As continuing security for the payment or discharge of the Secured Amounts, the Company with full title guarantee hereby charges to the Bank

**3 1 by way of first fixed charge**

- (a) all sums and payments now and from time to time hereafter receivable by or for the account of the Company 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 Company in CREST or of any transfer by the Company 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, and
- (b) all sums and payments from time to time hereafter receivable by or for the account of the Company by reason of or in respect of the closing out or liquidation of any unsettled contract relating to any stocks in CREST, and
- (c) all right, title and interest of the Company to or in all money now or at any time hereafter standing to the credit of the Controlled Accounts, together with all rights relating or attaching thereto, including interest accruing thereon, and
- (d) all right, (including property rights) title and interest of the Company to or in all securities now or at any time hereafter held in each Escrow Account, together with all rights relating or attached thereto, or any sum or benefit deriving from stock which is no longer in an uncertificated form (but which, when uncertificated, was held in CREST) whether by reason of the Company (or any person holding stock for or on behalf of the Company) having become a former system-member of CREST, or such stock being converted into certificated form at the request of the Company, the Bank or any Relevant Person or otherwise, and

**3 2 by way of first floating charge**

- (a) all stock held by, or on behalf of or for the account of, the Company in CREST,
- (b) all and any property, property rights or interest of the Company in, or rights of the Company 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 Company or its nominee by reason of its holding of or entitlement to stock in CREST which at the time of the sums or benefits becoming due was eligible 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 Company has an interest,
- (d) all and any stock or rights (including property rights), title or interest of the Company in, or any sum or benefit deriving from, stock which is no longer in an uncertificated form (but which, when uncertificated, was held in CREST), whether by reason of the

Company (or any person holding stock for or on behalf of the Company) having become a former system-member of CREST, or such stock being converted into certificated form at the request of the Company, the Bank or any Relevant Person or otherwise, and

- (e) all and any right, title and interest of the Company in any of the assets or property described in clause 3 1,

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 this Deed. Each floating charge created by this Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

- 3 3 It is agreed and declared (for the avoidance of doubt) that the charges contained in clauses 3 1 and 3 2 shall apply to all sums and payments and to all rights, title and interests of the Company referable to stock for which Assured Payment Obligations and/or RTGS Payment Obligations have been settled or are due to be settled by the Bank under the facility made available pursuant to the Facility Agreement, even if such facility is utilised by the Company for a purpose which is not permitted by the Facility Agreement

**Terms used but not defined shall have the meaning given to them in the Security Deed.**



**FILE COPY**

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

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

**COMPANY NO. 2400738  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY DEED DATED 22 MAY  
2008 AND CREATED BY IAF SECURITIES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO NATIONAL WESTMINSTER 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 6 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JUNE 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES