CHFP025

Please do not write in this margin

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

\* insert full name of Company

**COMPANIES FORM No. 395** 

A/L 00400107 Particulars of a mortgage or charge.

A fee of £10 is payable to Companies House in respect ACCOUNT 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)

Name of company

For official use Company number 3691880

29 NOV 200

RECEIVED

SOUTHERN PACIFIC SECURITIES C PLC (the "Company")

Date of creation of the charge

15 November 2001

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

A deed of charge and assignment (the "Deed of Charge") dated 15 November 2001 and made between inter alios the Company and Capita IRG Trustees Limited (the "Trustee")

Amount secured by the mortgage or charge

The Secured Amounts (as defined in Schedule 1)

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

Capita IRG Trustees Limited having its principal office at Guildhall House, 81/87 Gresham Street, London

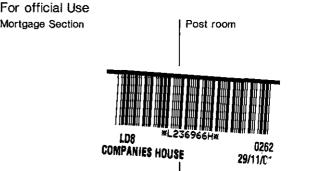
> Postcode EC2V 7QE

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

Clifford Chance LLP 200 Aldersgate Street London EC1A 4JJ

C/0 COMPANIES LONDON COUNTER

> Time critical reference TPB/S4982/00440



Short particulars of all the property mortgaged or charged  see Schedule 2	Please do not write in
see schedule 2	this margin  Please complete legibly, preferably in black type, or bold block lettering
Particulars as to commission allowance or discount (note 3)	_
None	
Signed Clifford Chance LLP Date 28th November 2001	A fee of £10 is payable to Companies Hous in respect of each register entry for
On behalf of [company] [martgagee/chargee] †	mortgage or charge. (See Note 5)
Notes	t delete as appropriate
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 crea outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date 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	ted

- 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 Cheques and Postal Orders are to be made payable to Companies House.
- 6 The address of the Registrar of Companies is:-
  - Companies House, Crown Way, Cardiff CF4 3UZ

### SCHEDULE ONE

#### **Definitions**

"Assignment of Charges" means the assignment of the English Charges and/or Northern Irish Charges to be executed pursuant to Clause 2.3.2 of the Mortgage Sale Agreement;

"Block Buildings Policy" means the insurance policy described in Schedule 6 to the Mortgage Sale Agreement and any other insurance contracts in replacement, addition or substitution therefor from time to time (including in each case any endorsements or extensions thereto as issued from time to time);

"Borrower" means in relation to each Loan, the person or persons who is or are named in the relevant documentation evidencing such Loan and collateral security and have or ought to have the legal obligations of the borrower, mortgagee, chargee or security provider in respect of such Loan and collateral security;

"Buildings Policies" mean various insurance policies relating to

- (a) all buildings insurance policies relating to Properties which have been, or as the context may require, ought to have been taken out in the name of the relevant Borrower or in the name of the Borrower and SPML (or SPPL as applicable), or in the name of the Borrower with SPML's (or SPPL's) interest noted, in accordance with the applicable Mortgage Conditions, and
- (b) all landlord's buildings insurance policies relating to leasehold Properties, (including, without limitation, the Block Buildings Policy) or any of them;

"Charged Obligation Documents" means the documents set out at Clause 1.3 of the Deed of Charge and Condition 2

"Charged Obligors" means all parties to the Charged Obligation Documents having obligations whether present, future, actual or contingent to the Company, pursuant to such documents;

"Collection Account" means the accounts designated as Collection Accounts in the name of SPML (account number 40304913) and in the name of SPPL (account number 70411612) respectively held by Barclays as set out in and subject to the relevant Collection Account Declaration of Trust;

"Collection Account Declarations of Trust" means the SPML Collection Account Declaration of Trust and the SPPL Collection Account Declaration of Trust and "Collection Account Declaration of Trust" means either of them;

"Conditions" means the terms and Conditions applicable to the Notes, in the form set out in the Schedule 2D of the Trust Deed as the same may, from time to time, be modified in accordance with the Trust Deed and any reference to a particular numbered Condition shall be

London-2/1076379/01 S4982/00440

construed accordingly and references in the Conditions to paragraphs shall be construed as paragraphs of such Conditions;

"Enforcement Notice" means a notice given by the Trustee to the Company under Condition 9(a) of the Notes;

"English Charges" means the legal or equitable charges granted (whether by way of assignment or deposit) by the Borrowers in favour of SPML, in respect of the Life Policies by way of collateral security for the payment of the moneys secured by the English Mortgages;

"English Mortgage" means a Mortgage over an English Property;

"English Property" means a freehold or long leasehold residential property (having an unexpired term at least 35 years longer than the mortgage term) in England or Wales;

"GIC Account" means an account set up under the GIC Agreement (account number 584355);

"GIC Agreement" or "GIC" means the guaranteed investment contract dated 15 November 2001 and entered into between, among others, the Issuer and Barclays;

"Insurance Contracts" means the insurance policies described in Schedule 6 of the Mortgage Sale Agreement and any other insurance contracts in replacement, addition or substitution therefor from time to time and which relate to the Loans;

"Life Policies" means such policies of life assurance or endowment polices which have or, as the context may require, should have been deposited or assigned by way of collateral security for the payment of the sums secured under such Loans;

"Loans" means at any time the loans comprised in or, as the context may require, should or are intended to be comprised in the Mortgage Pool at that time and "Loan" means any one of them;

"Master Definitions Schedule" means the agreement entered into by *inter alios* the Company and the Trustee on 15 November 2001;

"Mortgage" means the first or second legal mortgage or charge of English property or a first mortgage or charge of Northern Irish property or a first-ranking standard security over Scottish property which is or ought to be security for a Loan;

"Mortgage Conditions" means in relation to a Loan and/or Mortgage the terms and conditions applying to and forming part of that Loan or Mortgage (as the case may be);

"Mortgage Pool" means, as at any particular time, the various Loans with related security referred to in the Mortgage Sale Agreement;

"Mortgage Sale Agreement" means the agreement dated 15 November 2001 between the Company, Southern Pacific Mortgage Limited and the Trustee;

London-2/1076379/01 - 2 - \$4982/00440

"Notes" means the A Notes, the M Notes, the B Notes and, unless the context otherwise requires, the Detachable A Coupons or any of them as defined in the Master Definitions Schedule;

"Northern Irish Charges" means the legal or equitable charges granted (whether by way of assignment or deposit) by the Borrowers in favour of SPML, in respect of the Life Policies, by way of collateral security for the payment of Northern Irish Loans;

"Northern Irish Mortgage" means a Mortgage over a Northern Irish Property;

"Property" means, in relation to a Loan, the English Property or Scottish Property or Northern Irish Property upon which the obligations of the Borrower are secured;

"Receiver" means a receiver appointed under the Deed of Charge or pursuant to statutory powers, and includes more than one such receiver and any substituted receiver;

"Sasine Register Transfer" means an assignation made to or to be made pursuant to Clause 2.3.1(e)(ii) of the Mortgage Sale Agreement and in the form set out in Part C of Schedule 2 to the Mortgage Sale Agreement;

"Scottish Declaration of Trust" means a declaration of trust in respect of any Scottish Mortgages and the collateral security therefor in the form set out in Schedule 9 of the Mortgage Sale Agreement;

"Scottish Mortgage" means a first ranking standard security over a Scottish Property;

"Scottish Property" means a heritable or long leasehold (having an unexpired term at least 35 years longer than the mortgage term) residential property located in Scotland;

"Scottish Sub-Securities" means the standard securities and the assignation in security to be executed pursuant to Clause 3.5 of the Deed of Charge;

"Secured Amounts" means the amounts that the Company has covenanted to duly and punctually pay and discharge being all monies and liabilities whatsoever and observe, satisfy and perform all other obligations and liabilities whatsoever in each case which on the date of the Deed of Charge were or (whether before or after demand) from time to time become due, owing or payable by the Company, whether actually or contingently:

- (a) to or to the order of the Trustee and/or any Receiver under the Deed of Charge, the Trust Deed or the Conditions at the times and in the manner provided therein;
- (b) under or in respect of the Notes (including, without limitation, the Detachable A Coupons);
- (c) to the Trustee on any account whatsoever, whether as principal or surety and whether or not directly with another; and
- (d) to each of the other Secured Creditors in accordance with each of the other Charged Obligation Documents.

London-2/1076379/01 - 3 - \$4982/00440

"Secured Creditors" means the persons so described in the Master Definitions Schedule;

"SPML" means Southern Pacific Mortgage Limited;

"SPPL" means Southern Pacific Personal Loans Limited;

"SLR Transfer" means an assignation made to or to be made pursuant to Clause 2.3.1(e)(i) of the Mortgage Sale Agreement in the form set out in Part B of Schedule 2 to the Mortgage Sale Agreement;

"Standard Security" means a heritable security created by a standard security over any interest in land in Scotland in terms of the Conveyancing and Feudal Reforms (Scotland) Act 1970 (as amended);

"Transaction Account" means the account in the name of the Company at Barclays, sort code 20-19-90, account number: 90796646 and each such additional or replacement of such account in the name of the Company that may be opened after 15 November 2001 with prior approval of the Trustee; and

"Trust Deed" means the Trust Deed dated 15 November 2001 between the Company and the Trustee.

London-2/1076379/01 - 4 - S4982/00440

### SCHEDULE TWO

# **Short Particulars Of Security**

#### 1. SECURITY

Pursuant to Clause 3 of the Deed of Charge, the Company has

# 1.1 English Mortgages

by way of first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee and as the registered owner or as the person entitled to be registered as owner and subject in each case to the proviso for redemption hereinafter contained in the Deed of Charge and to the provisos for redemption or cesser contained in the Mortgage Conditions charged to the Trustee by way of first fixed charge all the Company's right, title, interest and benefit present and future in, to and under the English Loans and the English Mortgages in the Mortgage Pool and including, without limitation, all monies assured by or to become payable under the same and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same and the title deeds and documents relating to the Properties situated in England and Wales and the English Mortgages in the Mortgage Pool including (without prejudice to the generality of the foregoing) any consents, postponements, reports, valuations, opinions, certificates and other statements of fact or opinion or both given in connection with the English Mortgages in the Mortgage Pool (and all causes and rights of action of the Company against any person in connection with the same) and any other contractual documents or any security documents in either case setting out the terms of the Loans to hold the same unto the Trustee absolutely for the Trustee on trust for itself and subject to the terms of the Deed of Charge, for the various other persons to whom the Secured Amounts from time to time are or become due, owing or payable.

## 1.2 Life Policies, English Charges and Northern Irish Charges

by way of further first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee and subject to the proviso for redemption contained in the Deed of Charge, charged, by way of first fixed charge to the Trustee (except in so far as otherwise charged pursuant to Clause 3.6 of the Deed of Charge) all the Company's right, title, benefit and interest present and future in, to and under the Life Policies (including for the avoidance of doubt those Life Policies relating to Northern Irish Mortgages), the English Charges, the Northern Irish Charges and including, without limitation, in each case, the benefit of all covenants relating thereto and all powers and remedies for enforcing the same to hold the same unto the Trustee absolutely for the Trustee on trust for itself and, subject to the terms of the Deed of Charge, for the various other persons to whom the Secured Amounts from time to time are or become due, owing or payable.

#### 1.3 Insurance Contracts

by way of further first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee (or as beneficial owner if appropriate) and subject to

London-2/1075101/01 \$4982/00440

the proviso for redemption contained in the Deed of Charge assigned to the Trustee all the Company's right, title, interest and benefit present and future in, to and under the Insurance Contracts (including for the avoidance of doubt those Insurance Contracts relating to Scottish Mortgages and Northern Irish Mortgages), to the extent that the Insurance Contracts have been assigned to the Company pursuant to the Mortgage Sale Agreement, and including, without limitation, all monies assured by or to become payable under the same and the benefit of all covenants and rights relating thereto and all powers and remedies for enforcing the same to hold the same unto the Trustee absolutely for the Trustee on trust for itself and, subject to the terms of the Deed of Charge, for the various other persons to whom the Secured Amounts from time to time are or become due, owing or payable.

## 1.4 **Buildings Policies**

by way of further first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee (or as beneficial owner if appropriate) and subject to the proviso for redemption contained in the Deed of Charge, assigned to the Trustee all the Company's right, title, interest and benefit present and future in, to and under the Buildings Policies (including for the avoidance of doubt those Buildings Policies relating to Scottish Mortgages and Northern Irish Mortgages), to the extent that the Buildings Policies have been assigned to the Company pursuant to the Mortgage Sale Agreement, and including, without limitation, all monies assured by or to become payable under the same and the benefit of all covenants and rights relating thereto and all powers and remedies for enforcing the same to hold the same unto the Trustee absolutely for the Trustee on trust for itself and, subject to the terms of the Deed of Charge, for the various other persons to whom the Secured Amounts from time to time are or become due, owing or payable.

# 1.5 The Scottish Mortgages and Scottish Charges

- 1.5.1 as beneficial owner and with absolute warrandice and subject to the proviso for redemption contained in the Deed of Charge, has undertaken to the Trustee and bound and obliged itself:-
  - (a) upon the delivery to it of any SLR Transfer pursuant to Clauses 5.2 or 5.4 of the Mortgage Sale Agreement forthwith to execute and deliver to the Trustee in security for the discharge and payment of the Secured Amounts a Standard Security substantially in the form set out in Schedule 1 of the Deed of Charge in respect of the Company's whole right title and interest in and to all of the Scottish Mortgages and the Scottish Loans secured thereby to which the Company is beneficially entitled in terms of such SLR Transfer;
  - (b) upon the delivery to it of any Sasine Register Transfer pursuant to Clauses 5.2 or 5.4 of the Mortgage Sale Agreement forthwith to execute and deliver to the Trustee in security for the discharge and payment of the Secured Amounts a Standard Security substantially in the form set out in Schedule 2 of the Deed of Charge in respect of the Company's

London-2/1075101/01 - 2 - \$4982/00440

whole right title and interest in and to all of the Scottish Mortgages and the Scottish Loans secured thereby to which the Company is beneficially entitled in terms of such Sasine Register Transfer;

- (c) upon delivery to it of any Assignation of Charges pursuant to Clauses 5.2, or 5.4 of the Mortgage Sale Agreement forthwith to execute and deliver to the Trustee in security for the discharge and payment of the Secured Amounts an Assignation in Security substantially in the form set out in Schedule 3 of the Deed of Charge in respect of the Company's whole right title and interest in and to all of the Scottish Charges to which the Company is beneficially entitled in terms of such Assignation of Charges, and in and to the Life Policies relative to such Scottish Charges;
- (d) at the time of delivery of any Scottish Sub-Securities in accordance with the preceding provisions of Clause 3.5 of the Deed of Charge simultaneously to deliver to the Trustee the relevant SLR Transfer and the Sasine Register Transfer and/or Assignation of Charges respectively pertaining to the Scottish Mortgages and Scottish Charges specified in the said Scottish Sub-Securities;
- (e) if and when called upon to do so by the Trustee (but subject to the provisions of the Mortgage Sale Agreement) to take all such steps as are necessary to perfect legal title to the Scottish Mortgages and the Scottish Charges relative thereto, including without limitation, registration and recording of the Company as heritable creditor under such Scottish Mortgages in the Registers of Scotland and giving intimation of any Assignation of Charges to the relevant assurance companies; and
- (f) to execute and deliver such documents, and in such form, and to take such other steps as the Trustees shall reasonably consider necessary to enable the Trustee to perfect a first ranking heritable security over the Scottish Mortgages and all sums secured thereby and to effect a first ranking assignation in security to the Trustee of the Scottish Charges relative thereto and the Life Policies thereby assigned.

# 1.6 Scottish Trust Security

as holder of the beneficial interest therein and with absolute warrandice, and subject to the proviso for redemption contained in the Deed of Charge, assigned to and in favour of the Trustee in security for the discharge and payment of the Secured Amounts the Company's whole right title and interest, present and future, in and to the whole of Scottish Trust Property as defined in the Scottish Declaration of Trust made in favour of the Company in terms of Clause 5.2 of the Mortgage Sale Agreement and in and to the said Scottish Declaration of Trust, surrogating and substituting the Trustee in its full right and place therein and thereto.

London-2/1075101/01 - 3 - \$4982/00440

1.6.2 intimated to Southern Pacific Mortgage Limited as trustee under the Scottish Declaration of Trust the assignation in security made in terms of Clause 3.6.1 of the Deed of Charge and Southern Pacific Mortgage Limited by the execution of this Deed immediately subsequent to the execution of the Deed of Charge by the Company consented to such assignation and acknowledged such intimation thereof and confirmed that as at the date thereof it had received no intimation of any other dealing with the Scottish Trust Property or any part thereof.

- 1.6.3 undertaken forthwith on the execution and delivery after the date of the Deed of Charge of each and every Supplemental Declaration of Trust pursuant to Clause 5.4 of the Mortgage Sale Agreement, to execute and deliver to the Trustee a Supplemental Deed of Charge in the form set out in Schedule 4 of the Deed of Charge. The other parties to the Deed of Trust consented to the entering into of such Supplemental Deeds of Charge and the Trustee by its execution of the Deed of Charge authorised and instructed the Company to intimate and give notice to SPML of the assignation in security made thereunder as provided therein.
- 1.6.4 undertaken to the Trustee at the time of delivery of any Supplemental Deed of Charge under the terms of sub-clause 3.6.3 simultaneously to deliver to the Trustee each Supplemental Declaration of Trust specified therein

## 1.7 The Northern Irish Mortgages

by way of first fixed security for the payment or discharge of the Secured Amounts, as beneficial owner and if appropriate as the registered owner or as the person entitled to be registered as owner of the Northern Irish Mortgages and subject in each case to the proviso for redemption contained in the Deed of Charge and to the provisos for redemption or cesser contained in the Mortgage Conditions charged to the Trustee by way of first fixed charge all the Company's right, title, interest and benefit present and future in, to and under the Northern Irish Loans, the Northern Irish Mortgages in the Mortgage Pool and including, without limitation, all monies assured by or to become payable under the same and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same and the title deeds and documents relating to the Properties situated in Northern Ireland and the Northern Irish Mortgages in the Mortgage Pool including (without prejudice to the generality of the foregoing) any consents, postponements, reports, valuations, opinions, certificates and other statements of fact or opinion or both given in connection with the Northern Irish Mortgages in the Mortgage Pool (and all causes and rights of action of the Company against any person in connection with the same) and any other contractual documents or any security documents in either case setting out the terms of the Loans to hold the same unto the Trustee absolutely for the Trustee on trust for itself and, subject to the terms of the Deed of Charge, for the various other persons to whom the Secured Amounts from time to time are or become due, owing or payable.

## 1.8 Contractual and Other Rights

London-2/1075101/01 - 4 - \$4982/00440

by way of further first fixed security for the payment or discharge of the 1.8.1 Secured Amounts, with full title guarantee and subject to the proviso for redemption contained in the Deed of Charge, assigned to the Trustee all its right, title, interest and benefit present and future in, to and under the Charged Obligation Documents and all other contracts, agreements, deeds and documents, present and future, to which the Company is or may become a party, (other than the Trust Deed (and any deed expressed to be supplemental thereto) and the Deed of Charge) including without limitation all rights to receive payment of any amounts which may become payable to the Company thereunder, all payments received by the Company thereunder, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof to hold the same unto the Trustee absolutely for the Trustee on trust for itself and subject to the terms of the Deed of Charge, for the various other persons to whom the Secured Amounts from time to time are or become due, owing or payable.

1.8.2 Notwithstanding such assignment each of the parties to the Deed of Charge (other than the Company) have agreed with the Company that the Charged Obligors may continue to make all payments becoming due to the Company under any of Charged Obligation Documents direct to the Company in the manner envisaged by such agreements (which payment shall constitute a good discharge by the person making the payment) until receipt of express written notice from the Trustee or the Receiver requiring such payments to be made elsewhere, which notice shall not be given at any time prior to the giving of an Enforcement Notice.

### 1.9 Bank Accounts

1.9.1 by way of further first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee and subject to the proviso for redemption contained in the Deed of Charge, charged, by way of first fixed charge to the Trustee all the Company's right, title, benefit and interest present and future in, to and under the Transaction Account, the GIC Account and each Collection Account and all sums of money which may now be or hereafter are from time to time standing to the credit of the Transaction Account, the GIC Account and (to the extent the Company is entitled to such sums) each Collection Account together with all rights and claims relating or attached thereto including, without limitation, the right to all interest accruing from time to time thereon and the proceeds of any of the foregoing and the debts represented thereby and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same to hold the same unto the Trustee absolutely for the Trustee on trust for itself and, subject to the terms of the Deed of Charge, for the various other persons to whom the Secured Amounts from time to time are or become due, owing or payable.

London-2/1075101/01 - 5 - S4982/00440

1.9.2 by way of further first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee and subject to the proviso for redemption contained in the Deed of Charge, charged, by way of first fixed equitable charge to the Trustee all the Company's right, title, benefit and interest present and future in, to and under the Collection Account Declarations of Trust and including, without limitation, the benefit of all covenants relating thereto and all powers and remedies for enforcing the same to hold the same unto the Trustee absolutely for the Trustee on trust for itself and, subject to the terms of the Deed of Charge, for the various other persons to whom the Secured Amounts from time to time are or become due, owing or payable.

## 1.10 Floating charge

by way of further security for the payment or discharge of the Secured Amounts, with full title guarantee (or, in relation to any rights or assets situated in or governed by the law of Scotland, with absolute warrandice or in relation to any rights or assets situated in or governed by the Law of Northern Ireland, as beneficial owner) and subject to the proviso for redemption contained in the Deed of Charge and subject where relevant to the provisos for redemption or cesser contained in any Mortgage which forms part of the Mortgage Pool and the rights of re-assignment, re-assignation and re-transfer contained in the Charges, charges by way of first floating charged to the Trustee, the whole of its undertaking and all its property, assets and rights (including, without limitation, everything specifically secured by means of fixed charge above or otherwise assigned as security by Clause 3 of the Deed of Charge as well as those in Scotland and Northern Ireland), present and future, to hold the same unto the Trustee absolutely for the Trustee on trust for itself and, subject to the terms of the Deed of Charge, for the various other persons to whom the Secured Amounts from time to time are or become due, owing or payable.

- 1.11 The Deed of Charge contains covenants for further assurance.
- 1.12 The Deed of Charge contains a negative pledge.

London-2/1075101/01 - 6 - S4982/00440





# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03691880

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE BETWEEN INTER ALIOS THE COMPANY AND THE TRUSTEE DATED THE 15th NOVEMBER 2001 AND CREATED BY SOUTHERN PACIFIC SECURITIES C PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CAPITA IRG TRUSTEES LIMITED (THE "TRUSTEE") ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th NOVEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th DECEMBER 2001.





