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COMPANIES FORM No. 395 *AIC 00400107*

## Particulars of a mortgage or charge

# 395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

28 NOV 2002

CHFP025

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

1122503

1122503

Name of company

\* Goldman Sachs International Bank (the "Assignor")

Date of creation of the charge

20 November 2002

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

Security Assignment Over Account (the "Security Assignment Over Account") dated 20 November 2002 between Goldman Sachs International as Trustee and the Assignor.

Amount secured by the mortgage or charge

The Assignor covenanted with the Trustee as security trustee for the Secured Participants that it shall, on demand of the Trustee, discharge each of the Secured Obligations and pay to the Trustee when due and payable every sum at any time owing, due or incurred by the Assignor in respect of the Secured Obligations.

For definitions please see Schedule 1.

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

Goldman Sachs International of Peterborough Court, 133 Fleet Street, London EC4A 2BB as Trustee, which expression shall include any person for the time being appointed as trustee, or as an additional trustee, for the purposes of the Charge and Security Trust Deed.

Postcode

*Via London Counter!*  
Presenter's name address and reference (if any):

Clifford Chance LLP  
200 Aldersgate Street  
London  
EC1A 4JJ

JXXC/G1608/18530/FK

Time critical reference

For official Use  
Mortgage Section

Post room



LD3  
COMPANIES HOUSE

0266  
28/11/02

Short particulars of all the property mortgaged or charged

As security (jyoto tampo) for the payment and discharge of the Secured Obligations, the Assignor assigned absolutely to the Trustee with full title guarantee all of its right, title and interest in the Account.

The Security Assignment Over Account contains covenants for further assurance.

For definitions please see Schedule 1.

Please do not write in 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

Date 28 November 2002

On behalf of [company] ~~XXXXXXXXXXXX~~ †

A fee of £10 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 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 CF14 3UZ

**Schedule to Form 395 relating to a Security Assignment Over Account dated 20 November 2002 entered into between Goldman Sachs International and Goldman Sachs International Bank**

**Schedule 1 - Definitions**

**"Account"** means each credit balance from time to time on the account (and in each case any renewal or redesignation thereof) maintained by the Assignor with Sumitomo Mitsui Banking Corporation having account number 3392 and account name 'Goldman Sachs International Bank, London', and all rights, benefits and proceeds in respect thereof (including, without limitation, all monies standing to the credit of such Account, such monies being received by the Assignor in respect of the Underlying Loan Agreements together with any interest accruing thereon and any other monies credited to the Account by the Assignor in order to cover any fees relating to the Account).

**"Account Charges"** means:

- (a) the English law charge and assignment over accounts dated 20 November 2002 granted by the Assignor in favour of the Trustee as security for the Secured Obligations;
- (b) the Security Assignment Over Account; and
- (c) any other security document creating security over a bank account and its proceeds which is executed by the Assignor in favour of the Trustee as security for the Secured Obligations.

**"Charge and Security Trust Deed"** means the charge and security trust deed dated 18 August 2000 between the Trustee and the Assignor as supplemented, amended and restated by the Supplemental Deed.

**"Credit Documentation"** means, in relation to a particular Participation Agreement, the "credit documentation" as defined therein.

**"Financial Asset"** means in respect of each Participated Facility, the rights of the Assignor to receive payment under the Credit Documentation for that Participated Facility and any proceeds thereof.

**"Participated Facility"** means a facility in respect of which the Assignor has entered into a Participation Agreement.

**"Participation Agreements"** means the participation agreements entered into by the Assignor from time to time which are expressed to have the benefit of the Security.

**"Participation Documents"** means the Participation Agreements and the Security Documents.

**"Relevant Participated Facility"** means a Participated Facility relating to any Financial Asset the proceeds of which are payable into the Account in accordance with the Charge and Security Trust Deed.

"**Secured Obligations**" means all obligations which the Assignor may at any time have to the Trustee (for its own account or as trustee for the Secured Participants) or any of the Secured Participants under or pursuant to the Participation Documents (including the Charge and Security Trust Deed), whether present or future, actual or contingent.

"**Secured Participant**" means each counterparty to a Participation Agreement named therein as a "Participant".

"**Security**" means the security created or expressed to be created in favour of the Trustee pursuant to the Charge and Security Trust Deed.

"**Security Documents**" means the Charge and Security Trust Deed, the Account Charges and any other documents entered into from time to time by the Assignor creating security in favour of the Trustee (as trustee for the Secured Participants) as security for the Secured Obligations.

"**Supplemental Deed**" means the supplemental deed dated 20 November 2002 between the Trustee and the Assignor.

"**Underlying Loan Agreements**" means the loan agreements (and in each case any renewal or redesignation thereof) relating to the Relevant Participated Facilities listed in Schedule 2 (*Underlying Loan Agreements*) of the Security Assignment Over Account from time to time.

FILE COPY



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

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

COMPANY No. 01122503

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT OVER ACCOUNT DATED THE 20th NOVEMBER 2002 AND CREATED BY GOLDMAN SACHS INTERNATIONAL BANK FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GOLDMAN SACHS INTERNATIONAL, AS TRUSTEE 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 28th NOVEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd DECEMBER 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —