

**M**

COMPANIES FORM No. 395

**395**

CHWP000

**Particulars of a mortgage or charge****A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

**Please complete  
legibly, preferably  
in black type, or  
bold block lettering**To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

37

14259

Name of company

\* insert full name  
of Company ✓**\* HSBC BANK PLC**

Date of creation of the charge

**21 JULY 2006**

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

**Supplement to Collateral Agreement Governing Secured Borrowings by  
Groups of Participants in the Euroclear System (see continuation  
sheet) DATED 21 JULY 2006**

Amount secured by the mortgage or charge

**All amounts referred to in Section 2(a) of the Collateral Agreement, as  
supplemented by the Supplement to the Collateral Agreement  
Governing Secured Borrowings by Groups of Participants in the  
Euroclear System, being : all Borrowings (meaning Overdraft, fixed term  
advance or securities borrowing, or any other extension of credit by  
Euroclear Bank S.A./N.V. to the Company and its Related Parti(es) (the  
"Borrower"), in whatever form, that relates to or results from the  
Borrower's use of the Euroclear System, as well as any fees or accrued  
interest with respect thereto), and other obligations, in whatever form,  
that relate to or result from the Borrower's use of the Euroclear System,  
now outstanding or which may be outstanding at any time in the future  
of the Borrower to Euroclear Bank S.A./N.V. Brussels and to any other  
office of Euroclear Bank S.A./N.V.**

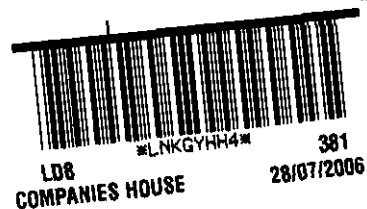
Names and addresses of the mortgagees or persons entitled to the charge

**Euroclear Bank S.A./N.V.****1, boulevard du Roi Albert II, 1210 Brussels, Belgium**

Postcode

Presentor's name address and  
reference (if any) :**PLEASE RETURN VIA  
CH LONDON COUNTER**

Time critical reference

For official Use  
Mortgage Section

Please do not  
write in  
this margin

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

All "Collateral" (as defined in Section 1 of the Collateral Agreement) including in particular cash and securities clearance accounts opened in connection with the Euroclear System by the Euroclear Bank S.A./N.V. on its books in the name of the Company.

The Collateral Agreement prohibits the creation or subsistence of any "Lien" (as defined) over the Collateral other than the Security Interests (as defined).

Please see continuation sheet for definition of "Collateral".

Particulars as to commission allowance or discount (note 3)

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

Signed

Date 21 JULY 2006

On behalf of [company] ~~[mortgagee/chargee]~~ HSBC BANK PLC

† 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:-

# Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

14259

Name of company

HSBC BANK PLC

~~Limited~~\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

(the "Collateral Agreement by Groups").



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

binding margin

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

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

"COLLATERAL" MEANS :

(I) THE SECURITIES COLLATERAL (BEING ALL OF THE BORROWER'S RIGHT, TITLE AND INTEREST IN AND TO ALL SECURITIES CLEARANCE ACCOUNTS WHICH EUROCLEAR BANK S.A./N.V. CURRENTLY HAS OPENED OR AT ANY TIME IN THE FUTURE MAY OPEN IN THE NAME OF THE BORROWER (OTHER THAN UNENCUMBERED SECURITIES ACCOUNTS OR SUCH OTHER SECURITIES CLEARANCE ACCOUNTS AS EUROCLEAR BANK S.A./N.V. MAY AGREE IN WRITING SHALL NOT BE A PLEDGED SECURITIES ACCOUNT), AND THE AMOUNT OF ALL SECURITIES WHICH ARE NOW OR AT ANY TIME IN THE FUTURE SHALL BE STANDING TO THE CREDIT OF A PLEDGED SECURITIES ACCOUNT);

(II) THE CASH COLLATERAL (BEING ALL OF THE BORROWER'S RIGHT, TITLE AND INTEREST IN AND TO ALL CASH ACCOUNTS WHICH EUROCLEAR BANK S.A./N.V. CURRENTLY HAS OPENED OR AT ANY TIME IN THE FUTURE MAY OPEN IN THE NAME OF THE BORROWER, OTHER THAN SUCH CASH ACCOUNTS AS EUROCLEAR BANK S.A./N.V. MAY AGREE IN WRITING SHALL NOT BE PLEDGED CASH ACCOUNTS);

(III) THE PLEDGED RECOVERY RIGHTS (BEING ALL RIGHTS WHICH THE BORROWER NOW HAS OR AT ANY TIME IN THE FUTURE MAY HAVE TO RECEIVE REPAYMENT IN A PLEDGED SECURITIES ACCOUNT OF LOAN SECURITIES OR A CASH EQUIVALENT THEREOF PURSUANT TO THE SUPPLEMENTARY TERMS AND CONDITIONS OF THE EUROCLEAR SYSTEM); AND

(IV) ALL OTHER COLLATERAL WHICH THE BORROWER HAS AGREED OR MAY AT ANY TIME IN THE FUTURE AGREE WITH EUROCLEAR BANK S.A./N.V. SHALL CONSTITUTE COLLATERAL OR SECURE THE OBLIGATIONS SECURED BY THE SECURITY INTEREST.



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00014259

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENT TO COLLATERAL AGREEMENT GOVERNING SECURED BORROWINGS BY GROUPS OF PARTICIPANTS IN THE EUROCLEAR SYSTEM DATED THE 21st JULY 2006 AND CREATED BY HSBC BANK PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO EUROCLEAR BANK S.A./N.V. 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 JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th AUGUST 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES