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bold block lettering

\* insert full name  
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



395

To the Registrar of Companies

For official use

Company number

1211

14259

Name of company

\* HSBC BANK PLC  
"Chargor")

(referred to in this form M395 as the

Date of creation of the charge

2<sup>nd</sup> October, 2000

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

TradeGO Participation Agreement (the "Agreement") dated 2/OCT/2000  
between the Chargor and TradeGO S.A./N.V. (the "Chargee"), the TradeGO  
Operating Procedures (the "Operating Procedures") and the TradeGO  
Supplement (the "Supplement").

Amount secured by the mortgage or charge

Any and all obligations and liabilities of the Chargor to the Chargee.

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

TradeGO S.A./N.V.,  
1 Boulevard du Roi Albert II,  
B-1210, Brussels,  
Belgium

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

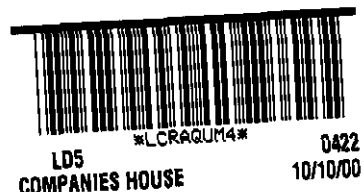
Slaughter and May,  
35 Basinghall Street,  
London EC2V 5DB.

Ref: RMF

4192SPS

Time critical reference

For official use  
Mortgage Section



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All assets and property of the Chargor held by or on behalf of the Chargee, including all Permitted Margin Securities (other than Acceptable Cash), Other Collateral and other assets or property held by the Corporation. 95

The Chargor agrees not to create, attempt to create, or consent to any action taken by a third party to create, any mortgage, charge, pledge, security interest, encumbrance, lien or set-off over or in respect of any Margin held by or on behalf of the Chargee transferred or pledged to the Chargee or which is subject to any security interest under the laws of any jurisdiction in favour of the Chargee, or declare itself trustee in favour of any person of such Permitted Margin Securities or Other collateral.

In this form 395, the following words and expressions have the following meanings:

"Acceptable Cash" means cash in immediately available funds in the currencies set out in the Supplement;

"Eligible Letter of Credit" means a letter of credit that satisfies the requirements specified in the Supplement;

(Continued)

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

2 October 2000.

On behalf of [company] [mortgagor/chargee] <sup>†</sup> COMPANY.

<sup>†</sup> 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.

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## Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

14259

Name of Company

HSBC BANK PLC

(referred to in this form M395 as the

"Chargor")

Limited

\* delete if  
inappropriate

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

Please complete  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
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bold block lettering

"Euroclear System" means the Euroclear system operated by Morgan Guaranty;

"Margin" means Permitted Margin Securities and Other Collateral;

"Other Collateral" means any Margin, other than Permitted Margin Securities, which the Chargee in its absolute discretion agrees to accept, on a temporary or permanent basis, in addition to Acceptable Cash, Recognised Securities and Eligible Letters of Credit;

"Permitted Margin Securities" means Acceptable Cash, Recognised Securities and Eligible Letters of Credit; and

"Recognised Securities" means loan stock, bonds and other instruments listed in the Supplement.

"Securities Clearance Account" means a securities clearance account opened in connection with the Euroclear System by Morgan Guaranty on its books in the name of the Chargor or in the name of any entity operating a system for the holding of securities or the clearance or the settlement of securities transactions;

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## 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 TRADEGO PARTICIPATION AGREEMENT, THE TRADEGO OPERATING PROCEDURES AND THE TRADEGO SUPPLEMENT DATED THE 2nd OCTOBER 2000 AND CREATED BY HSBC BANK PLC FOR SECURING ANY AND ALL OBLIGATIONS AND LIABILITIES OF THE CHARGOR TO TRADEGO S.A./N.V. WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th OCTOBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th OCTOBER 2000.

LR.  
LC.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E