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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

13

14259

Name of company

* MIDLAND BANK PLC (the "Bank")

Date of creation of the charge

4th December, 1998

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

Security Agreement dated 4th December, 1998 between the Bank and ABE Clearing S.A.S. a capital variable as agent for the Initial Assignees (as defined in the Security Agreement) (the "Security Agreement").

Amount secured by the mortgage or charge

By paragraph 1.1 of the Security Agreement, the Bank created an assignment for collateral purposes to secure its payment obligations (the "Secured Obligations") arising from time to time under Section D.1.1.3 and Section H of the Rules of the Euro System of ABE Clearing S.A.S. a capital variable.

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

ABE Clearing S.A.S. a capital variable, 4 rue de Galliera, F-75116 Paris, France as agent for the Initial Assignees (as defined in the Security Agreement).

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

Slaughter and May
35 Basinghall Street
London EC2V 5DB

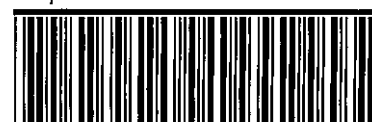
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Time critical reference

For official use
Mortgage Section

Post room



KLO *KA0UJBZH* 1975
COMPANIES HOUSE 09/12/98

Certain terms used in this Form 395 are defined in paragraph 3 below.

1. Assignment of Collateral Rights

By paragraph 1.1 of the Security Agreement, the Bank assigned all of its rights (the "Collateral Rights") arising from time to time under the Deposit Agreement to the Initial Assignees as the joint holders of the Collateral Rights.

2. Other Provisions

- 2.1 By paragraph 1.2 of the Security Agreement, the Bank agreed in advance that, in each case in which a bank becomes a Participant after the date of the Security Agreement, all existing holders of the Collateral Rights at that time may agree with such new Participant that such new Participant shall become a joint holder of the existing Collateral Rights together with such other Participants.

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

Slaughter and May

Date

9th December, 1998

On behalf of ~~company~~ mortgagee/chargee[†]

[†] 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

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

CHA 116

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Company Number

14259

Name of Company

MIDLAND BANK PLC (the "Bank")

~~Limited~~*

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

Amount due or owing on the mortgage or charge (continued)

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

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- 2.2 By paragraph 1.3 of the Security Agreement, the Bank agreed that an Assignee shall cease to be a joint holder of the Collateral Rights the moment it ceases to be a Participant and the assignment under paragraph 1.1 of the Security Agreement (as it may be amended, from time to time, pursuant to paragraph 1.2 of the Security Agreement) shall be subject to a condition subsequent to such effect. In addition, if any of the events referred to in Section L.4.1.1(i) and (ii) of the Rules occurs in respect of a Participant, such Participant's rights as joint holder of the Collateral Rights may be exercised by all other joint holders, without including such Participant.
- 2.3 By paragraph 1.4 of the Security Agreement, the Bank agreed that as soon as any Secured Obligation becomes due in whole or in part, the Assignees may directly enforce the Collateral Rights by collecting such rights from the European Central Bank up to the amount of the Secured Obligations due, without obligation to meet any further requirements, provided that the Assignees may only exercise the Collateral Rights through ABE Clearing as collateral agent (or any successor in such capacity appointed in accordance with the Rules).
- 2.4 By paragraph 1.5 of the Security Agreement, the Bank agreed that the assignment under paragraph 1.1 of the Security Agreement shall not affect ABE Clearing's rights under the Deposit Agreement to dispose of the Bank's Deposit prior to any foreclosure under paragraph 1.4 of the Security Agreement.
- 2.5 By paragraph 1.6 of the Security Agreement, the Bank agreed that the Collateral Rights shall be released in respect of any amount of principal of, or interest on, the Bank's Deposit (as defined in the Deposit Agreement) due and payable to the Bank in accordance with the Rules.
- 2.6 By paragraph 2 of the Security Agreement, the Bank authorised ABE Clearing irrevocably, unless ABE Clearing ceases to perform the function of a System Operator (as defined in the Rules) under the Rules and except as otherwise provided by any Membership Decision (as defined in the Rules) of the Participants:
- (a) to accept the Bank's name and on its behalf any assignment for collateral purposes or pledge, as applicable, of the rights of any other present or future Participant under the Deposit Agreement made to the Bank as joint holder of such rights, provided that such assignment or pledge, as applicable, in the reasonable opinion of ABE Clearing is substantially in the form of the Security Agreement;
 - (b) in each case in which a bank becomes a Participant after the date of the Security Agreement, to agree in the Bank's name and on its behalf that such new Participant shall become a joint holder (together with all existing joint holders) of each existing security interest granted on the rights of any Participant (other than the Bank and such new Participant) under the Deposit Agreement; provided

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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Company Number

14259

Name of Company

MIDLAND BANK PLC (the "Bank")

~~Limited~~*

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

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

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that such agreement shall be entered into with such new Participant and (if the existing security interest is a pledge) all other Participants or (if the existing security interest is based on an assignment for collateral purposes) the other joint holders of each such existing security interest;

(c) to exercise all rights assigned or pledged to the Bank, as applicable, pursuant to the provisions described in sub-paragraph (a) in the Bank's name and on its behalf;

(d) to release the rights assigned or pledged to the Bank, as applicable, pursuant to the provisions described in sub-paragraph (a) above in respect of any amount of principal of, or interest on, the related Deposit (as defined in the Deposit Agreement) due and payable to the relevant Depositor (as defined in the Deposit Agreement) pursuant to the Rules.

2.7 The Deposit Agreement and Security Agreement are governed by German law.

3. Definitions

In this Form 395 the following terms have the meanings respectively set opposite them:-

"ABE Clearing"	ABE Clearing S.A.S. a capital variable;
"Assignees"	the joint holders of the Collateral Rights from time to time;
"Collateral Rights"	has the meaning attributed to it in paragraph 1 above;
"Deposit Agreement"	the Deposit Agreement dated 4th December, 1998 between ABE Clearing and the European Central Bank for the benefit of the Participants (as third party creditors pursuant to paragraph 328(1) of the German Civil Code) relating to the deposits for the time being maintained by Participants (including the Bank) in order to form the liquidity pool required by the Rules;
"Initial Assignees"	all banks, other than the Bank, which are Participants as at the date of the Security Agreement;
"Participants"	banks participating from time to time in the System;
"Rules"	the Rules of the System for the time being in force;

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 3
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

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Name of Company

MIDLAND BANK PLC (the "Bank")

Limited*

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

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

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"Secured Obligations"	the payment obligations of the Bank arising from time to time under Section D.1.1.3 and Section H of the Rules;
"System"	the Euro System of ABE Clearing.

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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 SECURITY AGREEMENT DATED THE 4th DECEMBER 1998 AND CREATED BY MIDLAND BANK PUBLIC LIMITED COMPANY FOR SECURING ITS PAYMENT OBLIGATIONS UNDER THE RULES OF THE EURO SYSTEM OF THE EBA CLEARING COMPANY TO OTHER PARTICIPANTS ON THAT SYSTEM WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th DECEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th DECEMBER 1998.

M. Cornelius

M. CORNELIUS

for the Registrar of Companies

L.C.
AE
14/12



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