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Particulars of a mortgage or charge

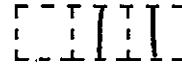
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Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type or
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lettering

To the Registrar of Companies

For official use Company number



14259

Name of company

*

MIDLAND BANK plc (the "Pledgor")

Date of creation of the charge

15th August, 1995

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

User Pledge and Security Agreement (the "Agreement")

Amount secured by the mortgage or charge

The payment of all obligations of the Pledgor now or hereafter existing under the Agreement and the other ECHO Documents (all such obligations of the Pledgor being the "Obligations"); provided, however, the maximum amount of such Obligations that shall be secured under the Agreement shall not exceed the Pledgor's General Loss Allocation Amount, its Required Margin Amount and all costs and expenses that the Pledgor now or hereafter is liable to pay to ECHO under the ECHO Documents as calculated in accordance with Regulation 6.5.

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

Exchange Clearing House Limited ("ECHO")

Exchange Tower, One Harbour Exchange Square, London E14 9GE

Postcode

Presenter's name, address and
reference (if any):

Allen & Overy
One New Change
London EC4M 9QQ
IAA/LMAH/B2:39187.1

Time critical reference

For official use
Mortgage section

Post room

4 SEP 1995



KLO *KLQUKED0* 1070
COMPANIES HOUSE 30/08/95

Short particulars of all the property mortgaged or charged

By way of pledge and assignment and grant a first priority security interest in all of the Pledgor's right, title and interest, whether now owned or hereafter acquired, in and to the following (the "Pledged Collateral") to secure the payment and performance of the Obligations:

- (a) the U.S. Government Book-Entry Securities held in the Treasuries Account, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such U.S. Government Book-Entry Securities; and

See Continuation Sheets 1 to 3

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Please complete
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Particulars as to commission allowance or discount (note 3)

N/A

Signed Allen & Overy

Date 15/8/95

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.

- (b) any U.S. Government Book-Entry Securities substituted by the Pledgor for those U.S. Government Book-Entry Securities already constituting the Pledged Collateral in accordance with the terms and conditions of Regulation 6.4, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such substitute U.S. Government Book-Entry Securities; and
- (c) all additional U.S. Government Book-Entry Securities and/or cash delivered by the Pledgor to ECHO or its Custodian in accordance with the terms and conditions of Regulation 6.3, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such additional U.S. Government Book-Entry Securities; and
- (d) any U.S. Government Book-Entry Securities redelivered by ECHO to the Custodian for the account of the User in accordance with the terms and conditions of the Regulation 6.5, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such U.S. Government Book-Entry Securities; and
- (e) all additional indebtedness from time to time owed to the Pledgor with respect to the U.S. Government Book-Entry Securities described in paragraphs (a)-(d) above and the instruments evidencing such indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness; and
- (f) the Treasuries Account, all U.S. Government Book-Entry Securities held therein from time to time, all funds held therein from time to time and all certificates and instruments, if any, from time to time representing or evidencing the Treasuries Account; and
- (g) the Cash Collateral Account, all funds held therein from time to time and all certificates and instruments, if any, from time to time representing or evidencing the Cash Collateral Account; and
- (h) all proceeds of any and all of the foregoing Pledged Collateral (including, without limitation, proceeds that constitute property of the types described above).

For the purposes of this Form 395:

"Acceptable Account" means a current or demand account in respect of cash and/or securities in the name of the relevant User held at such Custodian in such location as ECHO may require.

"Asset Pool Contribution" means, in respect of any User, Acceptable Assets (as defined in the Rules) which that User has provided to ECHO (or as it may require) in satisfaction of that User's obligations under Regulations 6.2 and 6.3.

"Cash Collateral Account" means the sub account opened by the Pledgor in the Treasuries Account and identified by the account number issued in Schedule 1 to the Agreement.

"Custodian" means the person identified in Schedule 1 of the Agreement as the custodian.

"ECHO Documents" means:

- (a) the Rules and Regulations;
- (b) each User Guarantee;
- (c) each security document provided by a User in connection with the provision of Margin and/or its Asset Pool Contribution;
- (d) each direct debiting mandate provided by a User;
- (e) any other document given by a User or a User Guarantor for the benefit of ECHO designated as an ECHO Document by ECHO at or prior to the time it is executed.

"General Loss Allocation Amount" means, in respect of a User, an amount equal to 1.25 per cent. of that User's Relevant Direct Exposure Limit (as defined in the Rules).

"Margin" means the Acceptable Assets (as defined in the Rules) delivered or to be delivered by a User in accordance with the Margin Regulations.

"Regulations" means the following regulations as appended to the Rules:

- (a) the User Regulations;
- (b) the Transaction Regulations;
- (c) the Settlement Regulations (the **"Settlement Regulations"**);
- (d) the Limits Regulations;
- (e) the Margin Regulations (the **"Margin Regulations"**);
- (f) the Asset Pool Regulations;
- (g) the Loss Allocation Regulations;

- (h) the Settlement Exposure Management Regulations; and
- (i) such other regulations as may be introduced from time to time pursuant to Rule 20 or otherwise,

as each may be amended or replaced from time to time.

"Required Margin Amount" in respect of a User means an amount of Margin calculated in accordance with Regulation 5.2.

"Rules" means the Rules of ECHO as amended from time to time.

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation, security interest, declaration of trust by way of security or any other agreement or arrangement having the effect of conferring security.

"Treasuries Account" means the account opened by the Pledgor pursuant to a custody agreement between the Pledgor and the Custodian and identified by the account number listed in Schedule 1 to the Agreement.

"US Government Book-Entry Securities" means debt securities issued by the United States Treasury for which records of ownership are maintained in book-entry form on the records of the Federal Reserve Bank of New York.

"User" means each person who has become a user of ECHO in accordance with Rule 3 for so long as it remains a user of ECHO in accordance with the Rules and Regulations, but without prejudice to anything in the Rules and Regulations intended to be applicable to persons who have ceased to be Users.

"User Guarantee" means a guarantee of a User given by a User Guarantor pursuant to Rule 3.4.

"User Guarantor" means a guarantor of a User referred to in Rule 3.4.

N.B

The Pledgor agrees that it will not (a) assign (by operation of law or otherwise) or otherwise dispose of (including by the grant of an option) all or any part of the Pledged Collateral, except to ECHO under the terms and conditions of Regulation 6.5, or (b) create or permit to subsist any Security Interest upon or with respect to any of the Pledged Collateral, except for the security interest under the Agreement.

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 AN USER PLEDGE AND SECURITY AGREEMENT DATED THE 15th AUGUST 1995 AND CREATED BY MIDLAND BANK PUBLIC LIMITED COMPANY FOR SECURING THE PAYMENT OF ALL OBLIGATIONS OF THE COMPANY (THE PLEDGOR) UNDER THIS AGREEMENT AND THE OTHER ECHO DOCUMENTS; PROVIDED THAT THE MAXIMUM AMOUNT SHALL NOT EXCEED THE PLEDGOR'S GENERAL LOSS ALLOCATION AMOUNT, ITS REQUIRED MARGIN AMOUNT AND ALL COSTS AND EXPENSES THAT THE PLEDGOR IS LIABLE TO PAY TO EXCHANGE CLEARING HOUSE LIMITED UNDER THE ECHO DOCUMENTS AS CALCULATED IN ACCORDANCE WITH REGULATION 6.5. WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th AUGUST 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th SEPTEMBER 1995.

N. S. Berkeley

N. S. BERKLEY
for the Registrar of Companies

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

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