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COMPANIES FORM No. 395

395

CHWP000

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering**Particulars of a mortgage or charge****A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

43

14259

Name of company

* insert full name
of Company

* HSBC Bank Plc (The Chargor)

Date of creation of the charge

25th March 2009

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

The Deed of Charge ("Deed") made between, inter alia, the Chargor and The Governor and Company of the Bank of England as Security Trustee for the Security Beneficiaries (the Chargee)

Amount secured by the mortgage or charge

The Secured Liabilities, as defined in the Continuation Sheet attached to this Form 395

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

The Governor and Company of the Bank of England

Threadneedle Street, London (as Security Trustee for the Security Beneficiaries)

Postcode EC2R 8AH

Presenter's name address and
reference (if any) :APACS (Administration) Ltd; Legal
Mercury House, Triton Court, 14
Finsbury Sq, London, EC2A 1LQ

Time critical reference

For official Use (02/06)
Mortgage Section

SATURDAY



A04

A82IS8QS

04/04/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see continuation sheet attached

Please do not
write in
this margin

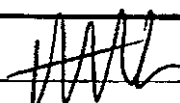
*Please complete
legibly, preferably
in black type, or
bold block lettering*

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed



Date 26/03/2009

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.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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

FORM 448 CONTINUATION SHEET

Short particulars of all the property mortgaged or charged

As security for the payment of all the Secured Liabilities, the Chargor charges to the Chargee by way of first fixed charge with full title guarantee all of its rights and interest in respect of:

- (i) all securities and amounts standing to the credit of its Securities Account with the Chargee, and the entitlements or debts represented by those credits; and
- (ii) its Securities Account

Definitions

Beneficiary means, in relation to a Chargor which is a Non-Paying Member or a Non-Paying Liquidity Member, a Member that has made liquidity funds (whether or not equal to its Proportionate Share of the applicable Shortfall) available to the Settlement Service Provider under clauses 2.1 (c), 2.1 (f), 2.2 (c), 2.2 (f) and 2.5 of the Liquidity and Loss Share Agreement in connection with that Chargor, and those liquidity funds that have been applied under Clause 3.1 of the Liquidity and Loss Share Agreement and have not been repaid in full.

Collateral Securities means, with respect to the Chargor, collateral securities which meet the criteria specified in Schedule 3 of the Liquidity and Loss Share Agreement.

Liquidity and Loss Share Agreement means the Liquidity and Loss Share Agreement dated 27 May 2008 between (among others) the Chargors and the Security Trustee.

Secured Liabilities means, with respect to a Chargor, all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) (together, the Liabilities) of the Chargor to:

(a) any Beneficiary in relation to that Chargor under (i) Clause 5.1(a), 5.1(c), 5.2(a) and/or 5.2(c) of the Liquidity and Loss Share Agreement and (ii) under Clause 5.1(b) and/or 5.2(b) of the Liquidity and Loss Share Agreement, but excluding (in each case) Liabilities arising from a Beneficiary making liquidity funds available in accordance with Clause 2.4 of the Liquidity and Loss Share Agreement; and

(b) the Security Trustee and/or the Settlement Service Provider under the Deed, the Liquidity and Loss Share Agreement and any other Security Document

Securities Account means, with reference to the Collateral Securities transferred by the Chargor to the SSS Accounts, the dedicated accounts, sub-accounts or other entries in the name of, or otherwise sufficient to identify, the Chargor, created by, and maintained in the records of the Chargee.

Securities Settlement System means each of CREST, the settlement system of Clearstream Banking, société anonyme, Luxembourg, Euroclear Bank SAINV as operator of the Euroclear system (or any successor thereto), The Depository Trust Company and any other securities settlement system as may be specified by the Security Trustee.

Security Beneficiaries means each Beneficiary, the Settlement Service Provider, and, if different, the Security Trustee.

Security Document means the Deed of Charge and any other document designated as such by the Security Trustee, the BACS System Operator and the Cheque and Credit System Operator.

Settlement Service Provider means The Governor and Company of the Bank of England, of Threadneedle Street, London EC2R 8AH.

SSS Accounts means the accounts, opened by the Chargee for the purposes of the Deed of Charge, for the recording of securities balances in the Securities Settlement Systems.

Terms used but not defined shall have the meaning given to them in the Deed of Charge.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 14259
CHARGE NO. 43**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 25
MARCH 2009 AND CREATED BY HSBC BANK PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
CHARGOR TO ANY BENEFICIARY AND THE GOVERNOR AND
COMPANY OF THE BANK OF ENGLAND (AS SECURITY
TRUSTEE FOR THE SECURITY BENEFICIARIES) AND/OR THE
SETTLEMENT SERVICES PROVIDER ON ANY ACCOUNT
WHATSOEVER 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 4 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 APRIL 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES