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Binding margin

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

\*insert full name  
of company

## COMPANIES FORM NO. 395

## Particulars of a mortgage or charge

Pursuant to section 395 Companies Act 1985

For official use

Company Number

500777

To the Registrar of Companies

Name of Company

Garban Securities Limited

Date of creation of the charge

2 May 2000

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

Security Deed dated 2 May 2000 (the "Security Deed") between the Company and National  
Westminster Bank Plc (the "Bank")

Amount secured by the mortgage or charge

All debts, obligations and liabilities whatsoever on the date of the Security Deed and from time to time thereafter (whether before or after the service of a Default Notice) due, owing or incurred by the Company to the Bank (whether solely or jointly, or jointly and severally, with another or others, and whether as principal; or surety, and whether actual or contingent, present or future) including (whether before or after any judgement) all interest, costs and other charges whatsoever and including, without limitation any such debts, obligations and liabilities which arise out of or in connection with the provision of CREST settlement bank facilities (as more particularly described in the Security Deed), any Assured Payment (as defined in the Principal deed) by the Bank, or any transfer of stock to the Company by means of CREST, or any issue of stock to the Company by means of CREST whether such debts obligations or liabilities are incurred by the Company on its own account or on behalf of a system beneficiary.

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

National Westminster Bank Plc

41 Lothbury

London

Postcode

EC2P 2BP

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

**National Westminster Bank Plc  
Strategy and Technical Support  
Securities Unit  
9<sup>th</sup> Floor, Kings Cross House  
200 Pentonville Road  
London N1 9HL**

Presenter's Reference  
and/or telephone number  
0207 239 8204

Time critical reference

For official use  
Mortgage Section

Post room



LD7  
COMPANIES HOUSE

\*L53K9QHY\*

0234  
19/05/00

Short particulars of all property mortgaged or charged

By way of first fixed charge:-

- (a) All sums and payments on the date of the Security Deed and from time to time thereafter receivable by or for the account of the Company by reason or in respect of any transfer or debit of, or any arrangement to transfer or debit, stock from any eligible stock account of or in the name of or otherwise referable to the Company in CREST or any transfer by the Company or any of its right, title or interest and in stock represented or to be represented by any credit balance on any of its right, title or interest to and in stock represented or to be represented by any credit balance on any such eligible account, together with all rights and interests in such sums and payments; and
- (b) All sums and payments from time to time hereafter receivable by or for the account of the Company by reason of or in respect of the closing out or liquidation of any unsettled contract relating to any stocks in CREST : and
- (c) All right, title and interest of the Company to and in all monies on the date of the Security Deed or at any time thereafter standing to the credit of the Controlled Accounts, together with all rights relating or attaching thereto, including interest accruing thereon; and

See continuation page

Particulars as to commission allowance or discount (note 3)

Nil

Per pro

National Westminster Bank Plc

~~Strategy and Technical Support~~  
Securities Unit

Signed

Date

13 MAY 2000

On behalf of mortgagee (Authorised Signatory)

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 despatched 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 direct 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. The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

By way of first floating charge:

- (a) All stocks held by or for the account of the Company in CREST;
- (b) All and any property rights or interest of the Company in, or rights of the Company to, stock in CREST including (without limitation) interests of the kinds specified in Regs. 25(1)(a) and 25 (2)(a) of the Regulations;
- (c) All and any sums or other benefits due or becoming due to the Company by reason of its holding or entitlement to stock in CREST, including without limitation, sums or benefits due or becoming due by way of repayment, bonus, allotment, dividend, preference, redemption or conversion or accruing or offered in respect of stock in CREST in which the Company has an interest;
- (d) All and any stock or rights (including property rights), title or interest in, or any sum or benefit deriving from, stock which is no longer in an uncertified form by reason of the Company, or any person holding stock for or on behalf of the Company, having become a former system- member of CREST; and
- (e) All and any right, title and interest of the Company in any of the assets or property described in Clause 3.1 which is not effectively charged to the Bank by way of fixed charge.

## NOTES

1. The Security Deed contains restrictions on the Company's rights to deal with the Charged Property, including inter alia covenants, except as otherwise agreed in writing by the Bank;
  - (a) Not to create or permit to exist upon or affect any of the Charged Property and Security Interest whatsoever;
  - (b) To pay or permit the Bank to pay any and all sums becoming due to the Company in respect of the Debts or pursuant to any Assured Payment received by the Bank for the account of the Company into the Controlled Accounts and not to transfer, factor, discount, sell, release, compound, subordinate, defer, or vary the terms of any Debts nor otherwise to deal with the same except by getting in the same in the usual course of trading, and to pay into the Controlled Accounts all moneys which the Company may receive in respect of such debts; and
  - (c) Not to part with, sell transfer or otherwise dispose of any part of the Charged Property or any of its right, title or interest therein except, in the case of property subject to any of the floating charges created by the Security Deed, in the ordinary course of and for the purposes of the Company's trading activities.
1. Any terms used in this Form 395 which are also used in the Security Deed have the same meanings when used in this Form as they have in the Security Deed.

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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. 00500777

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY DEED BETWEEN THE COMPANY AND NATIONAL WESTMINSTER BANK PLC DATED THE 2nd MAY 2000 AND CREATED BY GARBAN SECURITIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th MAY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd MAY 2000.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE

HC026

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