

MG01

Particulars of a mortgage or charge



180260/13
IRIS
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s.

THURSDAY



PC3

PU16ZFH2

03/12/2009

1170

COMPANIES HOUSE

1

Company details

Company number 0 0 8 9 1 5 5 4

Company name in full CREDIT SUISSE SECURITIES (EUROPE) LIMITED (the "Chargor")

33

For official use

→ Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation d2 d5 m1 m1 y2 y0 y0 y9

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

DEED OF CHARGE dated 25 November 2009 between the "Chargor" and Natixis Securities (the "Chargee") (the "Deed").

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

4
1
10
All obligations and liabilities as at 25 November 2009 and in future owing or incurred by the Chargor, in any capacity whatsoever, to the Chargee under or in connection with the Repurchase Agreement (the "Secured Obligations").

Continuation page

Please use a continuation page if you need to enter more details.

Continued on Continuation Sheet.

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

Please use a continuation page if you need to enter more details.

Name NATIXIS SECURITIES

Address 47 Quai d'Austerlitz

75648 Paris, Cedex 13

Postcode

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

1. CHARGING CLAUSE

The Chargor, as security for the discharge and payment of the Secured Obligations has charged by way of first fixed charge in favour of the Chargee with full title guarantee all of its rights, title and interest in and to the Collateral.

2. FURTHER ASSURANCE

The Chargor will, at its own expense, promptly following a request by the Chargee, execute such deeds and other agreements and otherwise take whatever action the Chargee may reasonably require:

(a) to perfect and/or protect the security created (or intended to be created) by the Deed;

(b) to facilitate the realisation or enforcement of such security;

(c) to facilitate the exercise of any of the Chargee's rights, powers or discretions under the Deed,

including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.

Continued on Continuation Sheet.

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X Ashurst LLP

X

This form must be signed by a person with an interest in the registration of the charge.

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name AUS/PSWAIK/NAT51.00008/2035555/Paris

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included the original deed with this form.
- ☒ You have entered the date the charge was created.
- ☒ You have supplied the description of the instrument.
- ☒ You have given details of the amount secured by the mortgagee or chargee.
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ You have entered the short particulars of all the property mortgaged or charged.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

NOTE

In this Form:

"Annexes" means the annexes in the GMRA;

"Charged Property" means the assets charged to the Chargee by the Deed;

"Collateral" means (i) any and all of the Pledged Collateral which is in the form of cash and (ii) all of the Chargor's rights against the Chargee and Euroclear Bank in so far as they relate to the Pledged Collateral which is in the form of cash;

"Confirmation" means the confirmation evidencing a series of Repurchase Transactions between the Chargor and the Chargee dated 25 November 2009;

"Euroclear Bank" means Euroclear Bank SA/NV, a bank incorporated under the laws of Belgium, as operator of the Euroclear System, and which is recognised as a central depository for purposes of Royal Decree No. 62;

"Euroclear Distributions" means any amounts received by the Chargee (as Pledgee) in respect of Pledged Collateral, whether by way of interest, principal, premium, dividend, return of capital or otherwise, and whether in cash or in kind standing to the credit of the Pledged Accounts;

"Euroclear System" means the clearance and settlement system for internationally traded securities operated under contract by Euroclear Bank, including all services offered by Euroclear Bank in respect of securities held or recorded in any account as set forth in the Terms and Conditions Governing Use of Euroclear (as such term is defined in the Pledge Agreement) or in the Operating Procedures of the Euroclear System (as such term is defined in the Pledge Agreement);

"GMRA" means the Global Master Repurchase Agreement (2000 Version) as published by the International Capital Markets Association;

"Pledge Agreement" means the Securities and Cash Pledge Agreement dated 25 November 2009 entered into by the Chargor (as Pledgor) and the Chargee (as Pledgee), as security for the obligations of the Chargor towards the Pledgee under the Repurchase Agreement;

"Pledged Accounts" means the Pledged Securities Account (as such term is defined in the Pledge Agreement) and the Pledged Cash Account (as such term is defined in the Pledge Agreement);

"Pledged Cash" means all Eligible Cash (as such term is defined in the Pledge Agreement) from time to time credited to the Pledged Cash Account (as such term is defined in the Pledge Agreement);

"Pledged Collateral" means the Pledged Securities and the Pledged Cash and the Euroclear Distributions, and all the right, title and interest of the Pledgor in and to the Pledged Securities and the Pledged Cash and the Euroclear Distributions credited from time to time to the Pledged Accounts;

Continued on Continuation Sheet

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>"Pledged Securities" means the Eligible Securities (as such term is defined in the Pledge Agreement) from time to time credited to the Pledged Securities Account (as such term is defined in the Pledge Agreement) and all entitlements of the Pledgor and the Pledgee relating to or arising from such Eligible Securities;</p> <p>"Pledgor" means Credit Suisse Securities (Europe) Limited;</p> <p>"Repurchase Agreement" means together, the Confirmation and the governing GMRA, including the Annexes thereto, entered into on the date of the Confirmation, pursuant to which the Chargor has sold certain securities to the Chargee; and</p> <p>"Repurchase Transactions" means the series of transactions entered into by the Chargor (as Seller) and the Chargee (as Buyer) evidenced by the Confirmation.</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>3. NEGATIVE PLEDGE</p> <p>The Chargor will not:</p> <p>(a) create or agree to create or permit to subsist any assignment by way of security, charge, right of set-off, security trust, encumbrance, any other security interest or any other agreement or arrangement having the commercial effect of conferring security over all or any part of the Charged Property;</p> <p>(b) sell, transfer, assign, factor or otherwise deal with or dispose of all or any part of the Charged Property or the right to receive or to be paid the same, or agree or attempt to do so; or</p> <p>(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,</p> <p>except as permitted by the Repurchase Agreement and Pledge Agreement or with the prior consent of the Chargee.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 891554
CHARGE NO. 33**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 25
NOVEMBER 2009 AND CREATED BY CREDIT SUISSE
SECURITIES (EUROPE) LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO NATIXIS
SECURITIES ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
3 DECEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 DECEMBER
2009**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**