

MG01

Particulars of a mortgage or charge



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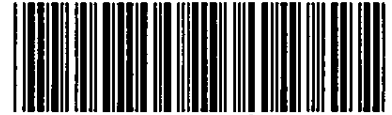
A fee is payable with this form.

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

TUESDAY



A06

A4EUMJPG

04/05/2010

344

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 **Pledgor**)

37

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 d2 m0 m4 y2 y0 y1 y0

3 Description

Description

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

A Securities and Cash Pledge Agreement dated 22 April 2010 (the
Agreement) between the Pledgor and Dekabank Deutsche Girozentrale (the
Pledgee)

4 Amount secured

Amount secured

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

All present and future obligations and liabilities
of the **Pledgor**, in any capacity whatsoever, to the
Pledgee under or in connection with any of the
CSSEL Repurchase Transactions under the CSSEL
Repurchase Agreement or in connection with the
Agreement, and all present and future obligations
and liabilities of CSI, in any capacity whatsoever,
to the Pledgee under or in connection with any of
the CSI Repurchase Transactions under the CSI
Repurchase Agreement

Terms used but not defined have the meaning given
to them on the continuation sheet attached

Continuation page

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

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	Dekabank Deutsche Girozentrale	
Address	Mainzer Landstraße 16, 60325 Frankfurt am Main,	
	Germany	
Postcode	<input type="text"/>	
Name	<input type="text"/>	
Address	<input type="text"/>	
	<input type="text"/>	
Postcode	<input type="text"/>	

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	<p>Terms used but not defined have the meaning given to them on the continuation sheet attached</p> <p>Pursuant to Clause 2 of the Agreement</p> <p>2.1 The Pledgor hereby pledges to the Pledgee Pledged Collateral of which the Margined Value is at least equal to the Intended Transaction Amount, as security for the discharge and payment of the Secured Liabilities. The Pledgee acknowledges that the Pledgor remains the owner of the Pledged Collateral. To the extent that this pledge covers obligations and liabilities of CSI, this pledge constitutes a <i>zakelyke borgtocht / caution réelle</i> under Belgian law. The parties acknowledge that, without prejudice to the obligations of the Pledgor under this Agreement, in respect of obligations and liabilities of CSI, the Pledgor is only held under the pledge without recourse and <i>propter rem</i>, ie at the rate and to the extent of the Pledged Collateral under this Agreement.</p> <p>2.2 For the avoidance of doubt, Clause 2.1 will be construed as creating a first ranking pledge (<i>gage/pand</i>) under, <i>inter alia</i>, the law of 5 May 1872 on commercial pledges, the Financial Collateral Law and, for the pledge of Pledged Securities, Article 7 of Royal Decree No. 62 or, as the case may be, the law of 2 January 1991 on the market of public debt and monetary policy instruments, the law of 22 July 1991 on treasury bonds and certificates of deposit or articles 468 <i>et seq</i> of the Belgian Company Code, and that the pledge will constitute a priority right to payment out of the assets pledged (<i>sûreté réelle/zakelyke zekerheid</i>). The parties hereby acknowledge and confirm that the pledge created under this Agreement is governed by the Financial Collateral Law and that for the purpose of creating this pledge, the Pledgor and the Pledgee have entered into the Pledged Account Terms and Conditions and the Collateral Service Agreement with Euroclear Bank.</p> <p>2.3 Having been duly executed by the Pledgee and the Pledgor, the Pledged Account Terms and Conditions shall be deemed incorporated into this Agreement as if they were set out in full herein, <i>mutatis mutandis</i>.</p>	

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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

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Pursuant to Clause 8 of the Agreement

The Pledgor undertakes as follows to the Pledgee

- (a) it shall not (i) transfer, use or dispose of the Pledged Collateral or the Pledged Accounts, except in accordance with the provisions of the Agreement and the Collateral Service Agreement, (ii) create any security interest in respect of the Pledged Collateral or the Pledged Accounts in favour of a third party, or (iii) permit the existence of any such security interest,
- (b) it will not do, cause or permit to be done anything which will, or could be reasonably expected to, materially adversely affect the pledge under the Agreement or the rights of the Pledgee under the Agreement or which is in any material way inconsistent with or materially depreciates, jeopardises or prejudices the pledge under the Agreement (including, but not limited to, its value) or which affects its enforceability, effectiveness or priority, subject to the terms of the Agreement

Definitions

Collateral Service Agreement means the Collateral Service Agreement dated as of 21 April 2010 entered into by the Pledgor (as Collateral Giver), the Pledgee (as Collateral Taker) and Euroclear Bank in connection with the pledge contemplated in the Agreement, which comprises the Collateral Service Agreement – Terms and Conditions (December 2007 version) and the Collateral Service Agreement – Operating Procedures (July 2008 version), as amended from time to time,

CSI means Credit Suisse International,

CSI Repurchase Transactions means the repurchase transactions entered into between CSI and the Pledgee (including, without limitation, the transactions evidenced by the confirmations dated 12 December 2008 and 19 December 2008 between CSI and the Pledgee) governed by a TBMA/ISMA Global Master Repurchase Agreement (2000 version) dated as of 30 October 2008 between them (the **CSI Repurchase Agreement**), whereby CSI has sold certain securities to the Pledgee,

CSSEL Repurchase Transactions means the series of repurchase transactions entered into between the Pledgor and the Pledgee (including, without limitation, the transactions evidenced by a confirmation dated 22 April 2010 between the Pledgor and the Pledgee (the **CSSEL Confirmation**) governed by a TBMA/ISMA Global Master Repurchase Agreement (2000 version) dated as of 23 March 2010 between them (the **CSSEL Repurchase Agreement** and together with the CSI Repurchase Agreement, the **Repurchase Agreements**), whereby the Pledgor has sold certain securities to the Pledgee,

Eligible Cash means cash in Euro, Australian Dollars, Canadian Dollars, Swiss Francs, Pounds Sterling, Japanese Yen or US Dollars that the parties have included in the applicable Eligibility Set in Annexes I and II of the Collateral Service Agreement,

Eligible Securities means the securities that the parties have included in the applicable Eligibility Set in Annex I of the Collateral Service Agreement,

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Please give the short particulars of the property mortgaged or charged

Short particulars

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Eligibility Set has the meaning set out in the Collateral Service Agreement,

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 all amounts received by the 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 or in the Operating Procedures of the Euroclear System,

Financial Collateral Law means the Belgian law of 15 December 2004 on financial collateral arrangements, as amended from time to time,

Intended Transaction Amount has the meaning set out in the Collateral Service Agreement and corresponds to the CS Required Collateral Amount in the CSSEL Confirmation,

Margined Value has the meaning set out in the Collateral Service Agreement,

Operating Procedures of the Euroclear System means the operating procedures of the Euroclear System as amended from time to time and as made available by Euroclear Bank,

Pledged Account Terms and Conditions means the Single Pledgor Pledged Account Terms and Conditions (2006 Edition) entered into by the Pledgor, the Pledgee and Euroclear Bank on 22 April 2010 in connection with the pledge contemplated in the Agreement, and any variations of those terms and conditions made from time to time by Euroclear Bank,

Pledged Accounts means the Pledged Securities Account and the Pledged Cash Account,

Pledged Cash means all Eligible Cash from time to time credited to the Pledged Cash Account,

Pledged Cash Account means the Cash Account (as defined in the Operating Procedures of the Euroclear System, as amended from time to time) in the Euroclear System in the name of the Pledgee associated with the Pledged Securities Account,

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

Pledged Securities means Eligible Securities from time to time credited to the Pledged Securities Account and all entitlements of the Pledgor and the Pledgee relating to or arising from such Eligible Securities,

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Please give the short particulars of the property mortgaged or charged

Short particulars

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Pledged Securities Account means the Securities Clearance Account (as defined in the Operating Procedures of the Euroclear System, as amended from time to time) in the Euroclear System in which the Pledged Securities will be held, opened in the name of the Pledgee pursuant to the Pledged Account Terms and Conditions and with number 15587,

Royal Decree No. 62 means Belgian Royal Decree No 62 of 10 November 1967 concerning the custody and clearing of fungible financial instruments (as coordinated) as amended from time to time, and

Terms and Conditions governing Use of Euroclear means the terms and conditions governing the use of Euroclear, as amended from time to time and as made available by Euroclear Bank

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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

NIL

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 *Allen & Overy LLP*

29 April 2010

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

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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 JO GIRVAN

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country ENGLAND

DX

Telephone 020 3088 4703



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



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. 37**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITIES AND CASH PLEDGE
AGREEMENT DATED 22 APRIL 2010 AND CREATED BY CREDIT
SUISSE SECURITIES (EUROPE) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
DEKABANK DEUTSCHE GIROZENTRALE 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 4 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 MAY 2010



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES