COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

214167 / 13.

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

For official use (12)

Company number 1929333

Name of company

* Barclays Capital Securities Limited (the "**Charging Company**")

Date of creation of the charge

27 August 2008

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

Security Deed dated 27 August 2008 (the "**Security Deed**") between the Charging Company (as Participant) and European Central Counterparty Limited (the "**Chargee**")

Amount secured by the mortgage or charge

All money and liabilities whatsoever now or in the future (whether before or after the service of a Default Notice) due, owing or incurred by the Charging Company to the Chargee (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), under or in connection with the Participation Documents and also including (whether before or after any judgment) all interest, costs and other charges whatsoever

All capitalised terms not defined herein are defined in Part I of the attached Schedule

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

European Central Counterparty Limited
Broadgate West, 1 Snowden Street, London

Postcode EC2A 2DQ

Presentor's name address and reference (if any)

Lovells LLP
Atlantic House
Holborn Viaduct
London
EC1A 2FG

F3/AMT/TSMIL/P3405 00063

Time critical reference

For official Use (06/2005)
Mortgage Section

MONDAY

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A14 01/09/2008 139
COMPANIES HOUSE

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CHFP025

Please do not write in this margin

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

*insert full name of Company

Short particulars of all the property mortgaged or charged

See Part II of the attached Schedule for short particulars of all the property mortgaged or charged

Part III of the attached Schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Security Deed and which must be read as part of those charges

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)

N/A

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

Signed Lovells LLP. Date 29 August 2008

On behalf of [XXXXXXX XXXXXXXX/chargee] † Lovells LLP

†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 must be made payable to **Companies House.**

6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE TO FORM 395 FOR BARCLAYS CAPITAL SECURITIES LIMITED

Part I

Definitions

1 In this Schedule, references to clauses and schedules are to clauses of, and schedules to, the Security Deed unless otherwise specified In this Form 395 the following expressions shall have the following meanings respectively set out below

"book entry Securities" means Securities the title to which is evidenced by entries in a register or account maintained by or on behalf of an intermediary

"Cash Contributions" means all sums of money from time to time deposited or paid by the Charging Company with or to the Chargee by way of contribution to the Guarantee Fund (pursuant to the Rules), including interest added to such sums (pursuant to the Rules) and including all money repayable pursuant to such deposits (or the debts represented thereby) or so much of such deposits as may be repayable to the Charging Company under the Rules

"Cash Margin Amounts" means all sums of money from time to time deposited or paid by the Charging Company with or to the Chargee in cash by way of Margin Amounts (pursuant to the Rules), including all interest added to such sums (pursuant to the Rules) and including all money repayable pursuant to such deposits (or the debts represented thereby) or so much of such deposits as may be repayable to the Charging Company under the Rules

"Charged Account" means each and any account at CREST, Euroclear and/or any other CSD now or in the future specified in writing by the Chargee for the purposes of clause 4 (*Accounts*) of the Security Deed

"Charged Property" means the property, assets, rights, receivables and benefits of the Charging Company from time to time comprised in or subject to the Security Interests constituted by the Security Deed, including but not limited to the Cash Margin Amounts, the Cash Contributions and the Charged Securities and, unless the context otherwise requires, including the Securities or rights to Securities for the time being standing to the credit of the Charged Accounts, and references to the Charged Property include references to any part of it

"Charged Securities" means all Securities and all rights, money and property charged or mortgaged to the Chargee under paragraphs (b) to (h) of Part II of this Schedule

"Clearing Contract" has the meaning ascribed to that expression in the Rules

"Client Account" has the meaning ascribed to that expression in the Rules

"Collateral" has the meaning attributed to that expression in the Rules

"CREST" means the computer-based system operated by EUI to enable title to units of stock to be evidenced and transferred without written instrument

"CSD" means CREST, Euroclear and any other of the national or international central securities depositories from time to time specified by the Chargee for the purposes of the Security Deed

"Custodian" means Citibank, N A , London Branch, as global custodian or custodian and its other branches and affiliates providing custody or similar services to the Chargee, and includes any of them acting as a sponsoring system-participant in CREST for the Chargee

or as pledgee's representative and also includes any additional or substitute custodian which the Chargee may designate from time to time and any agent, nominee or sub-custodian acting for the Chargee or any such Custodian

"Default Notice" has the meaning ascribed to that term in the Rules

"EUI" means Euroclear UK & Ireland Limited (formerly CRESTCo Limited)

"the EuroCCP System" means the clearing house operated by the Chargee and the services provided by it pursuant to the Rules

"Euroclear" means Euroclear Bank SA/NV as operator of the Euroclear System

"Guarantee Fund" has the meaning ascribed to that term in the Rules

"Participants" means the persons for the time being admitted by the Chargee as users of the Chargee's services pursuant to the Rules

"Participant's Agreement" means the agreement for the time being in force between the Chargee and the Charging Company relating to its participation in the EuroCCP System

"Participation Documents" means the Participant's Agreement, the Rules, the Pledge Agreement, the Security Deed and any other document now or in the future designated as such by the Chargee and the Charging Company

"Pledge Agreement" means the pledge agreement made or to be made between the Charging Company and the Chargee pursuant to the Security Deed

"Relevant System" has the meaning given to that term by the USRs and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the custody, deposit or transfer of Securities and/or the clearing or settlement of transactions in them, including without limitation any CSD

"Rules" means the rules and procedures established by the Chargee which are from time to time in force in relation to Participants in the EuroCCP System

"Secured Sums" means all money and liabilities whatsoever now or in the future (whether before or after the service of a Default Notice) due, owing or incurred by the Charging Company to the Chargee (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), under or in connection with the Participation Documents and also including (whether before or after any judgment) all interest, costs and other charges whatsoever

"Securities" means

(a) stocks, shares, debentures, loan stock, notes, bonds, warrants, investments, investment fund units, depositary receipts, government securities or other securities of any description, whether certificated or uncertificated and whether in registered or bearer form, and

(b) any interest or right (whether legal or equitable) in relation to any of the above which are or might in future be held in a Relevant System or subject to the rules and practices of a Relevant System

"Security Interest" means

(a) any mortgage, charge, pledge, assignment (whether or not expressed to be by way of security), hypothecation, lien, encumbrance or other priority or security interest whatsoever, howsoever created or arising,

(b) any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or "flawed asset" arrangement or right of set-off,

(c) any other agreement or arrangement whatsoever having the same or a similar commercial or economic effect as security, and

(d) any agreement for any of the foregoing

"USRs" means the Uncertificated Securities Regulations 2001 and such other regulations made under Section 207 of the Companies Act 1989 as are applicable to EUI and/or the CREST system and are for the time being in force

2 Words and phrases defined and principles of interpretation provided for in the Rules and the Participant's Agreement shall, unless the context otherwise requires or unless otherwise redefined or provided for therein, have the same meaning and shall apply (as the case may be) in the Security Deed

3 In the Security Deed, references to **"uncertificated"** have the meaning given to that expression by regulation 3(1) of the USRs and **"certificated"** means a unit of a security which is not uncertificated, and references to **"property"** includes any interest (legal or equitable) in personal property and any thing in action

4 Any reference in the Security Deed to "this Deed" or to the Participation Documents or any other document shall be construed as a reference to the Security Deed, the Participation Documents or such other document (including their respective Schedules) as the same may from time to time be amended, varied, supplemented, novated, replaced or restated and shall include any document which is supplemental to, or is expressed to be collateral to, or is entered into pursuant to or in accordance with the terms of, the Security Deed or (as the case may be) the Participation Documents or such other document

Part II

Particulars of property mortgaged or charged

1 Under clause 3 1 (*Creation of Security*) the Charging Company with full title guarantee charged to the Chargee as continuing security for the payment or discharge of the Secured Sums

(a) by way of fixed charge, all its rights, title and interest in and to all Cash Margin Amounts and all Cash Contributions now or in the future provided by it to the Chargee pursuant to the Rules,

(b) by way of mortgage, all its rights, title and interest in and to all certificated Securities now or in the future deposited with or transferred (as Collateral or a contribution to the Guarantee Fund) by or on behalf of the Charging Company to the Chargee or a Custodian acting on its behalf in relation to such Securities, including any uncertificated Charged Securities which become certificated for any reason and all proceeds of sale of any such Securities,

(c) by way of mortgage, all its rights, title and interest in and to all uncertificated Securities now or in the future deposited with or transferred (as Collateral or a

contribution to the Guarantee Fund) by or on behalf of the Charging Company to the membership account in CREST of the Chargee or a Custodian acting on its behalf in relation to such Securities, including all proceeds of sale of such Securities,

(d) by way of mortgage, all its rights, title and interest in and to all book entry Securities (to the extent not mortgaged under paragraph (c) above) now or in the future provided by or on behalf of the Charging Company (as Collateral or a contribution to the Guarantee Fund) and standing to the credit of an account in a Relevant System held in the name of the Chargee or a Custodian acting on its behalf in relation to such Securities or designated by reference to the Chargee or such Custodian, including all entitlements and debts represented by such credit entries, all rights relating to such accounts and all proceeds of sale of such Securities,

(e) by way of mortgage, all its rights, title and interest in and to all Securities which may in the future be added to or substituted for the Securities mortgaged under paragraph (b), (c) or (d) above, including all proceeds of sale of such additional or substituted Securities,

(f) by way of fixed charge, all rights and benefits and sums now or in the future accruing to the Charging Company or a Custodian as a result of any Securities mortgaged under paragraph (b) to (e) inclusive above being held in a Relevant System or by an intermediary, including any right to delivery of cash or Securities which arises in connection with (i) any Charged Securities being transferred to a Relevant System or intermediary or (ii) any interest in or to any Charged Securities being acquired while in a Relevant System or held through an intermediary,

(g) by way of fixed charge, all rights, benefits, money or property of a capital nature now or in the future accruing or offered in respect of the Securities charged or mortgaged under paragraphs (b) to (f) inclusive above, including any bonus and any right or benefit arising from consolidation, conversion, exchange, option, preference, redemption, return of capital or in any other way,

(h) by way of fixed charge, all rights, benefits, money or property of an income nature now or in the future accruing at any time in respect of the Securities charged or mortgaged under paragraphs (b) to (g) inclusive above, including any dividend, distribution or interest,

(i) by way of floating charge, all its right, title and interest in and to all Securities and other property deliverable and all money payable to the Charging Company by or on behalf of the Chargee (pursuant to the Participation Documents) to the extent that such Securities, property and money are not effectively charged by a fixed charge or mortgage contained in clause 3 1 (*Creation of Security*) of the Security Deed

2 The charges and mortgages contained in clause 3 1 are stated by clause 3 3 to apply to all Charged Property provided by the Charging Company to the Chargee as Collateral pursuant to the Rules, whether in the Chargee's books of account it is recorded in a Client Account ("Client Collateral") or in any other account of the Charging Company or otherwise

3 All money received or realised under the powers conferred by the Security Deed is required by clause 3 4 to be applied for the purposes and in the manner determined by the Chargee in accordance with the Rules If the Chargee maintains in its books of

account one or more Client Accounts and one or more other accounts for the Charging Company, such money shall be allocated and applied by the Chargee in the proportions and subject to the restrictions on the use of Client Collateral applicable under the Rules and not otherwise

4 All dividends, interest and other income derived from Charged Securities are required by clause 9 1 to be credited to such cash account charged or pledged in favour or the Chargee as it may direct from time to time

5 By clause 26 and without prejudice to the other rights of the Chargee under the Participation Documents and as a separate and independent stipulation, the Charging Company agreed that, if any Secured Sum is incurred as a result of the Charging Company failing to perform when due its payment or delivery obligations relating to a transaction for the sale or purchase of Securities, the Chargee shall have a specific lien over the Securities or sale proceeds arising out of that transaction until the discharge of such Secured Sum, subject only to the provisions of clause 3 4 of the Security Deed

6 By clause 27 1 and without prejudice to its other rights under the Participation Documents and as a separate and independent stipulation, the Charging Company agreed that any money from time to time deposited or paid by the Charging Company with or to the Chargee (including any Cash Margin Amount or Cash Contribution) and any payment obligation or the value of any delivery obligation owed by the Chargee to the Charging Company may, at any time without notice to the Charging Company, be applied and set off in or towards the discharge of the Secured Sums or such part of them as the Chargee may select, regardless of the place of payment, delivery and/or currency of the obligation, subject only to the provisions of clause 3 4

7 The right of set-off conferred by clause 27 1 shall not (in the absence of the security created by the Security Deed becoming immediately enforceable under clause 13 1(a)) be exercisable by the Chargee against any payment obligation or the value of any delivery obligation owed by it to the Charging Company in respect of the settlement of a Clearing Contract under the Rules

Part III

Covenants and Restrictions

1 By clause 10 (*Negative Pledge and Other Restrictions*), the Charging Company agreed that it shall not, without the prior written consent of the Chargee

(a) create, or agree or attempt to create, or permit to subsist, any Security Interest (including any security conferring power to convert a floating charge into a fixed charge) or any trust over any Charged Property, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Charging Company's business or, if applicable, a lien arising in favour of the operator of a Relevant System) to arise or subsist over any Charged Property,

(b) sell, transfer or otherwise dispose of any part of the Charged Property or any of its right, title or interest therein,

(c) withdraw, or attempt to withdraw, any Charged Property from any account with the Custodian, except if and insofar as expressly permitted by the Chargee,

(d) consent to any Charged Securities being consolidated, sub-divided or converted or any rights attaching to them being varied, or to any uncertificated Charged Securities being converted into certificated Charged Securities (or vice versa)

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1929333
CHARGE NO. 12

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY DEED DATED 27 AUGUST 2008 AND CREATED BY BARCLAYS CAPITAL SECURITIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO EUROPEAN CENTRAL COUNTERPARTY LIMITED 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 1 SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 SEPTEMBER 2008

Companies House
— for the record —

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES