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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

To the Registrar of Companies

Company Number

2144157

Name of Company

*{Name of the Company} (the "Company")

KBS GENERAL NOMINEES LIMITED

Date of creation of the charge

17 JUNE 1999

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

Supplemental Security Deed dated 17 JUNE 1999 (the "Supplemental Security Deed") by the Company in favour of National Westminster Bank Plc (the "Bank") which is supplemental to a Security Deed dated 11 JULY 1996 (the "Principal Deed")

Amount secured by the mortgage or charge

By clause 2 of the Principal Deed, the Company covenanted with the Bank that it will duly and punctually pay or discharge to the Bank all debts, obligations and liabilities whatsoever now 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 judgment) 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 Facility Agreement (as defined in the Principal 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, any agreement to transfer 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):

[*Insert the Bank's name address and reference]

**INSTITUTIONAL BANKING
GROUP**

Presenter's Reference
and/or telephone number
0171-239-8205

Time critical reference

For official use
Mortgage Section

Post room



KLO *KNCUMHT9* 583
COMPANIES HOUSE 07/07/99

Short particulars of all property mortgaged or charged

The Principal Deed was amended to include a first fixed charge on all sums and payments from time to time after the date of the Supplemental Security Deed 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.

The attached schedule contains provisions which further define the charges contained in The Principal Deed and which must be read as part of the charges created.

Particulars as to commission allowance or discount (note 3)

Nil

Per pro

**NatWest UK,
Litigation, Technical & Securities**

Signed _____

Date _____

On behalf of mortgagee (Authorised Signatory)

Notes

- (a) A description of the instrument, eg "Trust Deed", "Mortgage", "Debenture", etc as the case may be, should be given.
- (b) The rate of interest payable under the terms of the Debentures should not be entered

AMENDMENTS TO THE PRINCIPAL DEED

In Clause 1.1 the definition of "Debts" shall be amended to mean "all sums and payments referred to in Clause 3.1 **(A), (B) and (C)**" and in Clause 3.1(A) the words "(the "Debts")" shall be deleted.

Existing Clause 3.1 shall be amended by adding the following new paragraph immediately after existing paragraph (A) and re-numbering the existing paragraph (B) as paragraph (C):

"(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"

The following new power shall be added to Clause 8 of the Principal Deed immediately after paragraph (B):

"(C) to act as a CREST sponsor on behalf of the Company and the Nominee with full authority to communicate with CRESTCo in all matters relating to the Charged Property and, without limitation, to send properly authenticated dematerialised instructions to CRESTCo on behalf of the Company and the Nominee with respect to the Charged Property;"

Existing paragraph (C) of Clause 8 shall be re-numbered as paragraph (D) and the following words shall be added immediately after that paragraph:

"The powers contained in paragraphs (A) to (D) above shall be exercisable by the Bank at any time or times as it thinks fit in its entire discretion without the necessity of any event of default howsoever described having occurred first or any other condition having been fulfilled first."

Existing Clause 9.4 shall be amended by adding the following new paragraph as paragraph (I) and altering existing paragraphs (I) and (J) to become paragraphs (J) and (K) respectively:

"(I) to communicate with CRESTCo in all matters relating to the Charged Property and, without limitation, to send properly authenticated dematerialised instructions to CRESTCo on behalf of the Company and the Nominee with respect to the Charged Property and to sign any document or take any step to facilitate the exercise of such powers;"

Existing clause 11.1 shall be amended by deleting the word "gross" from the fourth line.

Existing Clause 12.1 shall be amended by replacing the full stop at the end of paragraph (B) with a semi-colon and the word "or" and adding the following new paragraph (C):

"(C) in consequence of anything done or reasonably purported to be done by the Bank as CREST sponsor of the Company for any purpose contemplated by this Deed or any document authorising the Bank to act as such CREST sponsor or any failure by the Bank to comply with its obligations as CREST sponsor of the Company and the Nominee".

Existing Clause 14.1 shall be amended by altering the words "paragraph (A) below" to read "paragraphs (A) and (B) below" in the second line.

Clause 14.2 of the Principal Deed shall be restated to read as follows:

"14.2 For the purposes of securing the interest of the Bank in the Charged Property and the performance of its obligations to the Bank, whether under this Deed, the Facility Agreement or otherwise, the Company and the Nominee irrevocably and by way of security hereby appoints each of the Bank and the Receiver to be its attorney (with full power to appoint substitutes and to sub-delegate, including power to authorise the person so appointed to make further appointments, in both cases, with regard to all or any part of the Charged Property) on behalf of the Company and the Nominee and in its name or otherwise to execute any document or do any act or thing which the Bank or the Receiver or such substitute or delegate may, in its or his absolute discretion, consider appropriate in connection with the exercise of any of the powers of the Bank or the Receiver or which the Company or the Nominee is obliged by the Bank to execute or do, whether under this Deed, the Facility Agreement or otherwise, and in addition:

- (a) to communicate with CRESTCo in all matters relating to the Charged Property and, without limitation, to send properly authenticated dematerialised instructions on behalf of the Company and the Nominee with respect to the Charged Property;
- (b) to sign any document and to take any step to confirm or perfect the appointment of the Bank as a CREST sponsor of the Company and the Nominee or to appoint any other person to act as a CREST sponsor of the Company with full authority in each case to communicate with CRESTCo in all matters relating to the Charged Property (including, without limitation, sending properly authenticated dematerialised instructions on behalf of the Company and the Nominee with respect to the Charged Property) and to suspend the authority of any other CREST sponsor to act for the Company and the Nominee;

Without prejudice to the generality of its power to appoint substitutes and to sub-delegate, the Bank may appoint the Receiver as its substitute or delegate, and any person appointed the substitute of the Bank or the Receiver shall, in connection with the exercise of such power of attorney, be the agent of the Company and the Nominee and the Company and the Nominee shall be solely responsible for his acts and defaults and liable on any contracts or engagements made or entered into by him, and in no circumstances whatsoever shall the Bank be in any way responsible for any misconduct, negligence or default of his.

14.3 The power of attorney contained in Clause 14.2 shall be exercisable by the Bank at any time or times as it thinks fit in its entire discretion without the necessity of any event of default howsoever described or any other condition having been fulfilled first."

Existing Clause 14.3 of the Principal Deed shall be re-numbered as Clause 14.4.

CONTINUANCE OF THE PRINCIPAL DEED

Save as expressly amended by Clause 2 of this Deed, the Principal Deed shall continue in full force and effect.

References in the Principal Deed to "this Deed" shall be construed with effect from the date of this Deed as references to the Principal Deed (as amended by this Deed).

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 02144157

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY DEED (SUPPLEMENTAL TO A SECURITY DEED DATED 11 JULY 1996) DATED THE 17th JUNE 1999 AND CREATED BY KBS GENERAL NOMINEES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC WHICH ARISE OUT OF OR IN CONNECTION WITH THE PROVISION OF CREST SETTLEMENT BANK FACILITIES WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JULY 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

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