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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 of the Companies Act 1985

To the Registrar of Companie	10
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For official use. Company number 2174139

Name of company

RIT Capital Partners Securities Limited (the "Chargor")

Date of creation of the charge

21st October 1999

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

Security deed between the Chargor and the Bank (the "Security Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities whatsoever (whether actual or contingent) of the Chargor to the Bank under the Master Agreement, any FX Transaction (as defined in the Master Agreement) or any Option (as defined in the Master Agreement), under any document related to or other arrangement entered into in connection with the Master Agreement, any FX Transaction, any Option and under the Security Deed (the "Secured Liabilities").

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

Bank of America, N.A. (formerly Bank of America National Trust and

Savings Association) whose principal place of business in the U.K. is at

1 Alie Street, London (the "Bank")

Postcode

E1 8DE

Post room

Presentor's name address and reference (if anv):

Bank of America, N.A. 1 Alie Street London E1 8DE

BF401214.01/BF401291.01

Time critical reference

For official use Mortgage Section

OMPANIES HOUSE 06/11

The Chargor, as sole beneficial owner and with full title guarantee, hereby to the fullest extent permitted by law, charges and agrees to charge the Charged Cash to the Bank by way of first fixed charge as continuing security for the payment and satisfaction of the Secured Liabilities.

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In the Security Deed the Chargor covenanted that it will not (without the prior consent in writing of the Bank):

- (i) create or permit to subsist any mortgage, charge, lien, pledge assignment by way of security or other encumbrance (except in favour of the Bank) on or over all or any part of its right, title or interest in and to the Charged Cash; or
- (ii) dispose in any manner whatsoever of all or any part of its right, title or interest in and to the Charged Cash.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

NOTE:

On behalf of [opmpany] [mortgagee/chargee] †

Date

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† delete as appropriate

Please do not write in

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in black type, or

legibly, preferably

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- 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.

Continuation Sheet No 1

Company Number 2174139

Name of comp RIT Capital Par	any rtners Securities	Limited (the "C	Chargor")			
Description of t	he instrument cr	reating or evide	encing the mor	tgage or charge	(continued)	
			<u></u>			

Continuation Sheet No 2

Company Number 2174139

	2174100
Name of company	
RIT Capital Partners Securities Limited (the "Chargor")	
Amount due or owing on the mortgage or charge (continued)	

Continuation Sheet No 3

Company Number 2174139

Name of company RIT Capital Partners Securities Limited (the "Chargor")	
Names, addresses and descriptions of the mortgagees or persons en	ntitled to the charge (continued)

Continuation Sheet No 4

	2174139
Name of company	
RIT Capital Partners Securities Limited (the "Chargor")	
Short particulars of all the property mortgaged or charged (continued)	

Continuation Sheet No 5

	Company Number	
	2174139	
Name of company		
RIT Capital Partners Securities Limited (the "Chargor")		
<u> </u>		
Notes		

Continuation Sheet No 6

Company Number 2174139

Name of company

RIT Capital Partners Securities Limited (the "Chargor")

#### Definitions

"Charged Cash" means all sums of money beneficially owned by the Chargor which may now or in the future form all or part of the Margin together with all interest accruing from time to time thereon which is retained under Clause 6(2) of the Security Deed.

"Margin" means cash delivered to the Bank by the Chargor pursuant to the Security Deed.

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"Master Agreement" means the Foreign Exchange and Options Master Agreement between the Bank and the Chargor dated 27th November 1997.

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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. 02174139

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY DEED DATED THE 21st OCTOBER 1999 AND CREATED BY RIT CAPITAL PARTNERS SECURITIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF AMERICA N.A. ON ANY ACCOUNT WHATSOEVER UNDER THE MASTER AGREEMENT, ANY FX TRANSACTION (AS DEFINED IN THE MASTER AGREEMENT) OR ANY OPTION (AS DEFINED IN THE MASTER AGREEMENT), UNDER ANY DOCUMENT RELATED TO OR OTHER ARRANGEMENT ENTERED INTO IN CONNECTION WITH THE MASTER AGREEMENT, ANY FX TRANSACTION, ANY OPTION AND UNDER THE SECURITY DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th NOVEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th NOVEMBER 1999.





