

COMPANIES FORM NO. 395

## Particulars of a mortgage or charge

CHA192

**Please do not  
write in this  
binding margin**

Pursuant to section 395 Companies Act 1985

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

\*insert full name  
of company

For official use

Company Number

**To the Registrar of Companies**

2505767

Name of Company

**Cantor Fitzgerald Gilts (the "Company")**

Date of creation of the charge

21 May 1999

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

Supplemental Security Deed dated 21 May 1999 (the "Supplemental Security Deed") by the Company in favour of National Westminster Bank Plc ("the Bank") which is supplemental to Security Deeds dated 31 August 1994 and 7 November 1997 (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 on the date of the Principal Deed 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, the Principal Deed, any Assured Payment by the Bank, any transfer of stock to the Company by means of the CGO Service, any transfer by a system-beneficiary to the Company by means of the CGO Service, any agreement to make any such transfer, or any issue of stock to the Company by means of the CGO Service, 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

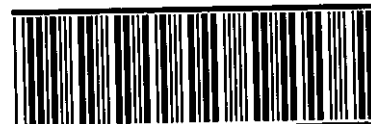
**Presenter's name address and reference (if any):**

**NatWest UK,  
Retail Banking Services  
Credit Management  
Litigation, Technical & Securities  
King's Cross House  
200 Pentonville Road  
London N1 9HL**

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

For official use  
Mortgage Section

Post room



KLO \*KKRKFGT3\* 593  
COMPANIES HOUSE 01/06/99

Time critical reference

Short particulars of all property mortgaged or charged

See Attached



Particulars as to commission allowance or discount (note 3)

Nil

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

Signed

A handwritten signature is written over a horizontal line.

Date

21 JUN 2007

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

**SCHEDULE TO FORM 395**

**FOR SUPPLEMENTAL SECURITY DEED**

**Definitions**

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

- I. The expression "Effective Date" is used in the Supplemental Security Deed to mean the date on which CRESTCo Limited becomes the operator of the CGO Service referred to below.
2. In Clause 1.1 of the Principal Deed the following new definitions will be added or, in the case of existing definitions, will be amended to read as follows:

"Business Day"	has the meaning attributed to that expression in the Facility Agreement
"Cash Memorandum Account"	an account maintained by the CGO Operator in the name of a CGO member which records the cumulative (net) balance at any time in the course of a Settlement Day of Assured Payment Obligations due to or from a Settlement Bank in the specified currency as settlement bank for the relevant CGO member;
"CGO Manual"	the document entitled "CGO Reference Manual" or "CGO Manual" relating to the operation of the CGO Service issued by the CGO Operator;
"CGO member"	a person who has entered into an agreement with the CGO Operator regulating such person's membership of the CGO Service, or (if the context requires) the CGO Operator (whether in its own right or as nominee for any other person for purposes of the CGO Service);
"CGO Membership Agreement"	an agreement between a person or persons and the CGO Operator regulating such person's or persons' membership of the CGO Service;
"CGO Operator" and "the CGO"	the Bank of England as operator of the CGO Service up to the Effective Date and CRESTCo as operator of the CGO Service from the Effective Date (or such other person as may in the future act as operator in place of CRESTCo);

"CGO Requirements"

all requirements of the CGO Service for the time being applicable including, without limiting the generality of the foregoing:

- (a) all the obligations for the time being applicable to a CGO member under or by virtue of the CGO Membership Agreement and the CGO Manual;
- (b) all the operating procedures set out in the CGO Manual in force from time to time;
- (c) any directions for the time being in force given by or for the CGO Operator pursuant to any provision of the CGO Membership Agreement or the CGO Manual;
- (d) all the provisions for the time being applicable to settlement banks; and
- (e) the CGO Rules;

"CGO Rules"

rules (including within the meaning of the Financial Services Act 1986) made from time to time by the CGO Operator in connection with the CGO Service;

"CGO Service"

the computer based system and associated clerical procedures originally established by the Bank of England and the London Stock Exchange and upgraded by the Bank of England and subsequently transferred on the Effective Date to CRESTCo to facilitate the transfer of Securities (by means of exempt transfer within the meaning of the Stock Transfer Act 1982) and related matters, as operated by the CGO Operator;

"Securities" or "Stock"

specified securities (within the meaning of the Stock Transfer Act 1982) or rights thereto for which the CGO Service provides a method of settlement;

"Service participant"

any person who has entered into a formal relationship with the CGO Operator regulating such person's participation in the CGO Service (including a settlement bank); and

"Settlement Bank"

in relation to any CGO member and in respect of any specified currency, a bank which from time to time makes and receives Assured Payments, being a bank which has entered into an agreement with the CGO Operator to act as a settlement bank in respect of that CGO member and continues so to act.

3. **When the changes take effect**

The changes to the Principal Deed set out in the Supplemental Security Deed will take effect from the Effective Date, but without prejudice to all rights and obligations arising under the Principal Deed by reference to any act, omission or event occurring at any time before the Effective Date (to which the Principal Deed will continue to apply without the changes set out in the Supplemental Security Deed).

4. **Continuance of the Principal Deed**

Save as expressly amended by the provisions of the Supplemental Security Deed, the Principal Deed will continue in full force and effect and in particular (but without limitation) the security thereby constituted shall remain in force as continuing security for the payment or discharge of all liabilities thereby secured.

All references in the Principal Deed to "this Deed" will be construed with effect from the Effective Date as references to the Principal Deed as amended by the Supplemental Security Deed, but without prejudice to the other provisions stated in paragraph 3 above.

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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. 02505767

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTARY SECURITY DEED WHICH IS SUPPLEMENTAL TO SECURITY DEEDS DATED 31 AUGUST 1994 AND 7 NOVEMBER 1997 ISSUED BY THE COMPANY DATED THE 21st MAY 1999 AND CREATED BY CANTOR FITZGERALD GILTS FOR SECURING BY CLAUSE 2 OF THE PRINCIPAL DEED, THE COMPANY COVENANTED WITH THE BANK THAT IT WILL DULY AND PUNCTUALLY PAY OR DISCHARGE TO NATIONAL WESTMINSTER BANK PLC ALL DEBTS, OBLIGATIONS AND LIABILITIES WHATSOEVER ON THE DATE OF THE PRINCIPAL DEED AND FROM TIME TO TIME (WHETHER BEFORE OR AFTER THE SERVICE OF A DEFAULT NOTICE) DUE, OWING OR INCURRED BY THE COMPANY TO NATIONAL WESTMINSTER BANK PLC (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, THE PRINCIPAL DEED, ANY ASSURED PAYMENT BY NATIONAL WESTMINSTER BANK PLC, ANY TRANSFER OF STOCK TO THE COMPANY BY MEANS OF THE CGO SERVICE, ANY TRANSFER BY A SYSTEM-BENEFICIARY TO THE COMPANY BY MEANS OF THE CGO SERVICE, ANY AGREEMENT TO MAKE ANY SUCH TRANSFER, OR ANY ISSUE OF STOCK TO THE COMPANY BY MEANS OF THE GCO SERVICE, WHETHER SUCH DEBTS, OBLIGATIONS OR LIABILITIES ARE INCURRED BY THE COMPANY ON ITS OWN ACCOUNT OR ON BEHALF OF A SYSTEM-BENEFICIARY WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st JUNE 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JUNE 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE