

## Particulars of a mortgage or charge

395

A fee of £10 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

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

For official use

Company number

02869281

Name of company

\* Bankers Trust International PLC (the "Company")

Date of creation of the charge

✓ 10 June 2004

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

A security agreement (the "Security Agreement") dated 10 June 2004 granted by the Company in favour of The Bank of New York (the "Bank").

Amount secured by the mortgage or charge

All present or future obligations or liabilities of any and all kinds of the Company to the Bank, whether due or to become due, secured or unsecured, absolute or contingent, and howsoever or whensoever acquired by the Bank, including interest accruing thereon before or after the commencement of any insolvency, bankruptcy or reorganisation proceeding of the Company (whether or not such interest is an allowable claim in any proceeding and irrespective of the discharge or release of the Company in such proceeding) (the "Obligations").

For a definition of the terms contained in this Form 395 please see schedule 1.

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

The Bank of New York, One Canada Square, London

Postcode E14 5AL

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

CH LONDON CAREN  
Clifford Chance LLP  
10 UPPER BANK STREET  
CANARY WHARF  
LONDON  
E14 5JJ

LON-2/1657473/1

Time critical reference

B2496/03860/ARXB

For official Use  
Mortgage Section

Post room



LD3  
COMPANIES HOUSE

\*LGFTPD7\*

0057  
29/06/04

1657473

Short particulars of all the property mortgaged or charged

Please see Schedule 2.

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)

None

Signed

*Clifford Chance LLP*

Date

29 JUNE 2004

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

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

† 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

*Schedule to a Form 395 relating to a Security Agreement dated 10 June 2004 created by  
Bankers Trust International PLC in favour of The Bank of New York*

## **SCHEDULE 1**

### **DEFINITIONS AND INTERPRETATIONS**

**"Account"** shall mean, collectively, the securities accounts and cash accounts in which The Bank of New York will hold Securities and cash pursuant to the Clearing and Custody Agreement.

**"Clearing and Custody Agreement"** means the clearing and custody agreement dated 10 June 2004 and made between, among others, Bankers Trust International PLC and The Bank of New York.

**"Depository"** shall include the Federal Reserve/Treasury book-entry system, The Depository Trust Company ("DTC"), Euroclear, Clearstream Banking S.A. and any other securities depository, book-entry system or clearing agency (and their respective successors and nominees) authorised to act as a securities depository, book-entry system or clearing agency pursuant to applicable law and identified to the Company from time to time.

**"Securities"** shall include, without limitation, any common stock and other equity securities, bonds, debentures and other debt securities, notes, mortgages or other obligations, and any instruments representing rights to receive, purchase, or subscribe for the same, or representing any other rights or interests therein (whether represented by a certificate or held in a Depository or on the books of the issuer).

*Schedule to a Form 395 relating to a Security Agreement dated 10 June 2004 created by  
Bankers Trust International PLC in favour of The Bank of New York*

## **SCHEDULE 2**

### **Short Particulars of all the Property Mortgaged or Charged.**

1. All Accounts and any and all Securities and other property held in the Accounts and any cash balances held in any cash account maintained by the Bank in connection therewith, and also including all interest, dividends and other distributions thereon/paid and payable in cash or in property, and all replacements and substitutions for, and all accessions and additions to, and products and proceeds of, all the foregoing. a5
2. In addition, any personal property of the Company or in which the Company may have an interest which is now, or may at any time hereafter come into the possession or control of the Bank, or any third party acting on its behalf, whether for the express purpose of being used by the Bank as collateral security or held in custody or for any other or different purpose, including such personal property as may be in transit by mail or carrier for any purpose, or covered or affected by any documents in the Bank's possession or control, or in the possession or control of any third party acting on its behalf.
3. The Security Agreement contains covenants for further assurance.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02869281

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 10th JUNE 2004 AND CREATED BY BANKERS TRUST INTERNATIONAL PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BANK OF NEW YORK ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th JUNE 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd JULY 2004.

*P. Ken.*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —