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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

A fee of £10 is payable to Companies House in respect COUNT 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)

Name of company

For official use Company number

4358521

\* Chester Asset Receivables Dealings 2002-A PLC (the "Company")

Date of creation of the charge

27 June 2002

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

A Deed of Charge dated 27 June 2002 between the Company and Deutsche Trustee Company Limited (the "Note Trustee")

Amount secured by the mortgage or charge

See Schedules 1 and 2

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

Deutsche Trustee Company Limited, Winchester House, 1 Great Winchester Street, London EC2N 2DB

Postcode EC2N 2DB

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

Clifford Chance LLP 200 Aldersgate Street London EC1A 4JJ

Ref: Lon-2/1222072

Time critical reference XZ/M3024/00670

For official Use Mortgage Section

Post room



LD3
COMPANIES HOUSE

0421 10/07/02

Se	ee Schedule 3	Please do not write in this margin  Please complete legibly, preferably in black type, or bold block lettering
Par	ticulars as to commission allowance or discount (note 3)	
No	one	
	ned Clifford Chance LLP. Date 9 July 2012.  behalf of [company] [martgagger/xchargee] †	A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)
N	otes	† delete as appropriate
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.	

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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 CF4 3UZ

Schedules to Form 395 relating to the Deed of Charge entered into by Chester Asset Receivables Dealings 2002-A PLC (Company No. 4358521) dated 27 June 2002

#### **SCHEDULE 1**

#### **DEFINITIONS**

In this Form 395:

- "Account Bank" means Barclays Bank PLC or any other bank at which the Series UK2002-A Distribution Account is to be maintained from time to time;
- "Account Bank Agreement" means the agreement so named dated 27 June 2002 between the Issuer, the Account Bank, the Note Trustee and EBL together with the Series UK2002-A Distribution Account Mandates;
- "Agent Bank" means Deutsche Bank AG London as agent bank;
- "Agents" means the Agent Bank and the Paying Agents and "Agent" means any one of them;
- "Ancillary Rights" means in relation to an Interest, all ancillary rights, accretions and supplements to such Interest, including any guarantees or indemnities in respect of such Interest;
- "Benefit" in respect of any Interest held, assigned, conveyed, transferred, charged, sold or disposed of by any person shall be construed so as to include:
- (a) all right, title, interest and benefit, present and future, actual and contingent (and interests arising in respect thereof) of such person in, to, under and in respect of such Interest and all Ancillary Rights in respect of such Interest;
- (b) all monies and proceeds payable or to become payable under, in respect of, or pursuant to such Interest or its Ancillary Rights and the right to receive payment of such monies and proceeds and all payments made including, in respect of any bank account, all sums of money which may at any time be credited to such bank account together with all interest accruing from time to time on such money and the debts represented by such bank account:
- (c) the benefit of all covenants, undertakings, representations, warranties and indemnities in favour of such person contained in or relating to such Interest or its Ancillary Rights;
- (d) the benefit of all powers of and remedies for enforcing or protecting such person's right, title, interest and benefit in, to, under and in respect of such Interest or its Ancillary Rights, including the right to demand, sue for, recover, receive and give receipts for proceeds of and amounts due under or in respect of or relating to such Interest or its Ancillary Rights; and
- (e) all items expressed to be held on trust for such person under or comprised in any such Interest or its Ancillary Rights, all rights to deliver notices and/or take such steps as

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are required to cause payment to become due and payable in respect of such Interest and its Ancillary Rights, all rights of action in respect of any breach of or in connection with any such Interest and its Ancillary Rights and all rights to receive damages or obtain other relief in respect of such breach;

"Charged Property" means all the property of the Issuer which is subject to the Security;

"Class A Coupons" means the bearer interest coupons related to the Class A Definitive Notes in or substantially in the form set out in Part 1a of Schedule 3 of the Trust Deed and for the time being outstanding or, as the context may require, a specific number of such Class A Coupons and, save where the context otherwise requires, any replacement Class A Coupons issued pursuant to Condition 10;

"Class A Definitive Notes" means any Class A Notes issued in definitive bearer form;

"Class A Global Notes" means each Class A Temporary Global Note and each Class A Permanent Global Note;

"Class A Loan Note" means the Class A EUR682,000,000 Series UK2002-A Loan Note issued by Loan Note Issuer No.1 on 27 June 2002;

"Class A Notes of one or more of the Class A Notes save that, so long as such Class A Notes or any part thereof are represented by a Class A Global Note, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear, and other than Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular principal amount of Class A Notes shall be deemed to be, and shall be treated as, the holder of such principal amount of such Class A Notes for all purposes hereof save for the purposes of payment of principal or interest or any other sum which shall be vested solely in the holder of the Class A Global Note;

"Class A Notes" means such of the EUR682,000,000 Class A Asset Backed Floating Rate Notes due 2009 issued by the Issuer on 27 June 2002 as shall be outstanding from time to time or, as the case may be, a specific number thereof, whether represented by definitive or global notes;

"Class A Permanent Global Note" means any permanent global note representing any Class A Notes in, or substantially in, the form set out in Part 1 of Schedule 2 of the Trust Deed;

"Class A Subscription Agreement" means the subscription agreement dated 11 June 2002 between the Issuer, MBNA Europe Bank Limited and the Managers (as defined therein) in respect of the Class A Notes;

"Class A Temporary Global Note" means any temporary global note representing any Class A Notes in, or substantially in, the form set out in Part 1 of Schedule 1 of the Trust Deed;

"Class B and C Subscription Agreement" means the subscription agreement dated 11 June 2002 between the Issuer, MBNA Europe Bank Limited and the Managers (as defined therein) in respect of the Class B Notes and the Class C Notes;

"Class B Coupons" means the bearer interest coupons related to the Class B Definitive Notes in or substantially in the form set out in Part 1b of Schedule 3 of the Trust Deed and for the time being outstanding or, as the context may require, a specific number of such Class B Coupons and, save where the context otherwise requires, any replacement Class B Coupons issued pursuant to Condition 10;

"Class B Definitive Notes" means any Class B Notes issued in definitive bearer form;

"Class B Global Notes" means each Class B Temporary Global Note and each Class B Permanent Global Note;

"Class B Loan Note" means the Class B EUR39,000,000 Series UK2002-A Loan Note issued by Loan Note Issuer No.1 on 27 June 2002;

"Class B Noteholders" means the persons who for the time being are holders of the Class B Notes save that, so long as such Class B Notes or any part thereof are represented by a Class B Global Note, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear, and other than Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular principal amount of Class B Notes shall be deemed to be, and shall be treated as, the holder of such principal amount of such Class B Notes for all purposes hereof save for the purposes of payment of principal or interest or any other sum which shall be vested solely in the holder of the Class B Global Note:

"Class B Notes" means such of the EUR39,000,000 Class B Asset Backed Floating Rate Notes due 2009 issued by the Issuer on 27 June 2002 as shall be outstanding from time to time or, as the case may be, a specific number thereof, whether represented by definitive or global notes;

"Class B Permanent Global Note" means any permanent global note representing any Class B Notes in, or substantially in, the form set out in Part 2 of Schedule 2 of the Trust Deed;

"Class B Temporary Global Note" means any temporary global note representing any Class B Notes in, or substantially in, the form set out in Part 2 of Schedule 1 of the Trust Deed;

"Class C Coupons" means the bearer interest coupons related to the Class C Definitive Notes in or substantially in the form set out in Part 1c of Schedule 3 of the Trust Deed and for the time being outstanding or, as the context may require, a specific number of such Class C Coupons and, save where the context otherwise requires, any replacement Class C Coupons issued pursuant to Condition 10;

"Class C Definitive Notes" means any Class C Notes issued in definitive bearer form;

- "Class C Global Notes" means each Class C Temporary Global Notes and each Class C Permanent Global Note:
- "Class C Loan Note" means the Class C EUR54,500,000 Series UK2002-A Loan Note issued by Loan Note Issuer No.1 on 27 June 2002;
- "Class C Noteholders" means the persons who for the time being are holders of the Class C Notes save that, so long as such Class C Notes or any part thereof are represented by a Class C Global Note, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear, and other than Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular principal amount of Class C Notes shall be deemed to be, and shall be treated as, the holder of such principal amount of such Class C Notes for all purposes hereof save for the purposes of payment of principal or interest or any other sum which shall be vested solely in the holder of the Class C Global Note:
- "Class C Notes" means such of the EUR54,500,000 Class C Asset Backed Floating Rate Notes due 2009 issued by the Issuer on 27 June 2002 as shall be outstanding from time to time or, as the case may be, a specific number thereof, whether represented by definitive or global notes;
- "Class C Permanent Global Note" means any permanent global note representing any Class C Notes in, or substantially in, the form set out in Part 3 of Schedule 2 of the Trust Deed;
- "Class C Temporary Global Note" means any temporary global note representing any Class C Notes in, or substantially in, the form set out in Part 3 of Schedule 1 of the Trust Deed;
- "Clearstream, Luxembourg" means Clearstream Banking, société anonyme, Luxembourg;
- "Conditions" means the terms and conditions to be endorsed on the Notes in, or substantially in, the form set out in Schedule 4 of the Trust Deed as any of the same may from time to time be modified in accordance with the Trust Deed and any reference to a particular numbered Condition shall be construed in relation to the Notes accordingly;
- "Couponholders" means the persons who for the time being are holders of the Coupons;
- "Coupons" means, the Class A Coupons, the Class B Coupons and the Class C Coupons;
- "**Deed of Charge**" means the deed so named dated 27 June 2002 between the Issuer and the Note Trustee which is supplemental to the Trust Deed;
- "Documents" means the Issuer Master Framework Agreement, the Trust Deed (including the Conditions), the Deed of Charge, the Subscription Agreements, the Paying Agency Agreement, the Account Bank Agreement, the Issuer Management Agreement, the Post Maturity Call Option Deed, the Series UK2002-A Loan Notes, the Series UK2002-A Loan Note Supplement and the Security Trust Deed;
- "EBL" means MBNA Europe Bank Limited in its capacity as originator of the Receivables;

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- "Euroclear" means Euroclear Bank S.A./N.V. as operator of the Euroclear System;
- "Event of Default" means any one of the events specified in Condition 8 (Events of Default);
- "Interest" means any asset, agreement, bank account, property or right;
- "Issuer" means Chester Asset Receivables Dealings 2002-A PLC whose registered office is situated at 78 Cannon Street, London EC4P 5LN;
- "Issuer Jersey Collateral" shall mean in respect of Series UK2002-A, to the extent that the following constitute Jersey Assets:
- (a) The Issuer's beneficial interest (and all rights and interests arising in respect thereof) in respect of Series UK2002-A under the Series UK2002-A Loan Notes as purchaser thereof to the extent specified in the Series UK2002-A Loan Note Supplement and the Security Trust Deed; and
- (b) the Issuer's right, title, interest and benefit in and to the Series UK2002-A Jersey Jurisdiction Agreement (Loan Notes),

including without limitation all rights to receive payment of any amount which may become payable to the Issuer thereunder or payments received by the Issuer thereunder or rights to serve notices and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereto.

- "Issuer Management Agreement" means the agreement so named dated 27 June 2002 between the Issuer, MBNA Europe Bank Limited and SPV Management Limited;
- "Issuer Master Framework Agreement" means the agreement so named dated 27 June 2002 between, *inter alios*, the Issuer and the Note Trustee;
- "Issuer's Jurisdiction" means England and Wales or such other jurisdiction in which the Issuer is incorporated and/or subject to taxation as substituted pursuant to Condition 12(c) (relating to the substitution of Issuer);
- "Jersey Assets" means in relation to the Issuer all or any of its undertaking, property, assets, rights and revenues whatsoever, present and future, situated in Jersey (including, without limitation, the Issuer Jersey Collateral);
- "Liabilities" means, in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses, judgments, actions, proceedings or other liabilities whatsoever including reasonable legal fees and any Taxes and penalties incurred by that person, together with any VAT charged or chargeable in respect thereof and the expression "Liability" shall be construed accordingly;
- "Loan Note Issuer No.1" means Deva One Limited whose registered office is at 26 New Street, St Helier, Jersey JE2 3RA;

"Loan Note Issuer No. 2" means Deva Two Limited whose registered office is at 26 New Street, St. Helier, Jersey JE2 3RA;

"Loan Note Issuers" means Loan Note Issuer No.1 and Loan Note Issuer No.2 and "Loan Note Issuer" means either Loan Note Issuer No.1 or Loan Note Issuer No.2 as the context so requires;

"Loan Note Supplement" shall mean, with respect to any Loan Note or series of Loan Notes, a supplement to the relevant Security Trust Deed in accordance with clause 2 of such Security Trust Deed;

"Noteholders" means the Class A Noteholders, the Class B Noteholders and the Class C Noteholders:

"Note Trustee" means Deutsche Trustee Company Limited whose principal office is situated at Winchester House, 1 Great Winchester Street, London EC2N 2DB and any successor Note Trustee or Note Trustees;

"Notes" means the Class A Notes, the Class B Notes and the Class C Notes;

"Obligor" or "Obligors" means with respect to any credit card account held with EBL, the person or persons obliged directly or indirectly to make payments in respect of Receivables generated on such credit card account;

"OptionCo" means Chester Asset Options No.2 Limited whose registered office is at 78 Cannon Street, London EC4P 5LN;

"Paying Agency Agreement" means the agreement so named dated 27 June 2002 between the Issuer, the Agents and the Note Trustee;

"Paying Agents" means the paying agents named in the Paying Agency Agreement together with any successor or additional paying agents appointed from time to time in connection with the Notes under the Paying Agency Agreement;

"Post Maturity Call Option Deed" means the deed so named dated 27 June 2002 between the Issuer, the Note Trustee and OptionCo;

"Principal Paying Agent" means Deutsche Bank AG London, whose principal office is situated at Winchester House, 1 Great Winchester Street, London EC2N 2DB, as principal paying agent;

"Qualified Institution" means a bank (as a bank is defined for the purposes of section 349 of the Income and Corporation Taxes Act 1988) which is rated at least the Minimum Long-term Rating or the Minimum Short-term Rating (as defined in the Issuer Master Framework Agreement);

"Receivables" means all amounts owing by an Obligor to EBL under a credit card account from time to time;

"Receiver" means any receiver, manager, receiver and manager or administrative receiver appointed in respect of the Issuer by the Note Trustee in accordance with Clause 17 (Appointment and Removal of Receiver) of the Deed of Charge;

"Relevant Documents" means, in relation to the Documents and in respect of any Transaction Party, the Documents to which such Transaction Party is a party together with the Documents that contain provisions that otherwise bind or confer rights upon such Transaction Party;

"Secured Amounts" means the aggregate of all moneys and Liabilities which from time to time are or may become due, owing or payable by the Issuer to each of the Secured Creditors under the Notes or the Relevant Documents;

"Secured Creditors" means the Note Trustee in its own capacity and as Note Trustee on behalf of the Noteholders, the Couponholders or any Receiver;

"Security" means the security created in favour of the Note Trustee by the Issuer pursuant to the Deed of Charge;

"Security Trust Deed" means the security trust deed dated 31 October 2001 between, *inter alios*, the Security Trustee and Loan Note Issuer No. 1 pursuant to which the Security Trustee will act as trustee for the benefit of the Secured Creditors of Loan Note Issuer No.1;

"Security Trustee" means Deutsche Trustee Company Limited;

"Series UK2002-A Distribution Account (euro)" means the account entitled "Series UK2002-A Distribution Accounts (euro)" in the name of the Issuer and maintained by Barclays Bank PLC at its London Corporate Banking branch whose address is P.O. Box 544, Lombard Street, London EC3V 9EX having account number 66620133 or any account at any branch of Barclays Bank PLC or a Qualified Institution which replaces the same from time to time:

"Series UK2002-A Distribution Account (Sterling)" means the account entitled "Series UK2002-A Distribution Accounts (Sterling)" in the name of the Issuer and maintained by Barclays Bank PLC at its London Corporate Banking branch whose address is P.O. Box 544, Lombard Street, London EC3V 9EX having account number 20217093 or any account at any branch of Barclays Bank PLC or a Qualified Institution which replaces the same from time to time (and, together with the Series UK2002-A Distribution Accounts (euro), the "Series UK2002-A Distribution Account");

"Series UK2002-A Distribution Account Mandate" means the resolutions, instructions and signature authorities relating to the Series UK2002-A Distribution Account in the form of the document set out in the Schedule to the Account Bank Agreement as they may be amended from time to time with the prior written consent of MBNA Europe Bank Limited and notified as provided herein;

"Series UK2002-A Jersey Jurisdiction Agreement (Loan Notes)" means the agreement so named dated 27 June 2002 between, *inter alios*, the Company, Deutsche Trustee Company Limited and Deva One Limited;

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"Series UK2002-A Loan Notes" means the Class A Series UK2002-A Loan Note, the Class B Series UK2002-A Loan Note and the Class C Series UK2002-A Loan Note issued by Deva One Limited on 27 June 2002 and the expression "Series UK2002-A Loan Note" shall be construed accordingly;

"Series UK2002-A Loan Note Supplement" means the supplement to the Security Trust Deed dated 27 June 2002:

"Subscription Agreements" means the Class A Subscription Agreement and the Class B and Class C Subscription Agreement each dated 11 June 2002 between the Issuer, the Managers (as defined therein) and EBL in respect of the Class A Notes and the Class B Notes and the Class C Notes respectively;

"Tax" shall be construed so as to include any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of any Tax Authority in the Issuer's Jurisdiction and/or the jurisdiction in which the Paying Agent or the Principal Paying Agent is incorporated or any jurisdiction in which such agent makes payments under the Notes. "Taxes", "taxation", "taxable" and comparable expressions shall be construed accordingly;

"Tax Authority" means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world including the Inland Revenue and H.M. Customs & Excise;

"Transaction Party" means any person who is a party to a Document;

"Trust Deed" means the deed constituting the Notes dated 27 June 2002 between the Issuer and the Note Trustee and includes any deed or other document expressed to be supplemental to the Trust Deed and the Schedules thereto;

"Trust Documents" means the Trust Deed, the Deed of Charge, Issuer Master Framework Agreement and (unless the context requires otherwise) includes any deed or other document executed in accordance with the provisions of the Trust Deed or (as applicable) the Deed of Charge and expressed to be supplemental to the Trust Deed or the Deed of Charge (as applicable);

"VAT" means value added tax provided for in the VAT Legislation and any other tax of a similar fiscal nature whether imposed in the United Kingdom (instead of or in addition to VAT) or elsewhere; and

"VAT Legislation" means the Value Added Tax Act 1994.

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## SCHEDULE 2

# AMOUNT SECURED BY THE MORTGAGE OR CHARGE

To each of the Secured Creditors when due all monies and liabilities whatsoever constituting the Secured Amounts.

#### SCHEDULE 3

#### SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

#### **ASSIGNMENTS**

- (i) Save to the extent that they constitute Jersey Assets and subject to Clause 9 of the Deed of Charge the Company with full title guarantee has assigned by way of first fixed security in favour of the Note Trustee for the Note Trustee itself and on trust for the Secured Creditors:
  - (a) the Company's Benefit in the Series UK2002-A Loan Notes;
  - the Company's Benefit in the security interest created in favour of the Security Trustee by Loan Note Issuer No. 1 in respect of the Series UK2002-A Loan Notes;
  - (c) the Company's Benefit in each Document (other than the Trust Documents) to which the Company is a party (and sums received or recoverable thereunder); and
  - (d) the Company's Benefit in and all monies credited in respect of the Series UK2002-A Distribution Account or to any bank or other account in which the Company may at any time have any Benefit in.
- (ii) The Company by way of first fixed security for payment and discharge of the Secured Amounts, as beneficial owner thereof and subject always to Clause 9.2 of the Deed of Charge has assigned to the Note Trustee (as trustee for the Secured Creditors) the Issuer Jersey Collateral in order to create a security interest or interests therein pursuant to Article 2(6) of the Jersey Security Interests Law as a continuing security for discharge of the Secured Amounts.

#### FLOATING CHARGE

As continuing security for the payment or discharge of the Secured Amounts, the Company with full title guarantee has charged, in favour of the Note Trustee for the Note Trustee itself and on trust for the Secured Creditors, by way of first floating charge the whole of its undertaking and all its property, assets and rights whatsoever and wheresoever present excluding from such floating charge (a) any property or assets from time to time or for the time being effectively charged by way of fixed charge or assigned by way of fixed security as provided in Clause 5 (*Creation of Fixed Security*) of the Deed of Charge and (b) Jersey Assets.

#### **FURTHER ASSURANCE**

The Deed of Charge contains covenants for further assurance.

### **NEGATIVE PLEDGE**

The Conditions (as contained in the Trust Deed) contain a negative pledge.

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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. 04358521

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED THE 27th JUNE 2002 AND CREATED BY CHESTER ASSET RECEIVABLES DEALINGS 2002-A PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO DEUTSCHE TRUSTEE COMPANY LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th JULY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JULY 2002.



