

M

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

PAID
211837/13

£	1
---	---

5416359

Name of company

* MPL DACS 3 Limited (the "Borrower")

Date of creation of the charge

15 May 2006

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

DEED OF CHARGE (the "Deed") dated 15 May 2006 made between the Borrower and Barclays Bank PLC.

Amount secured by the mortgage or charge

04 All obligations and liabilities (whether actual or contingent, present or future and whether owned jointly or severally or in any other capacity whatsoever) of the Borrower owed or owing to Barclays Bank PLC ("Bank Obligations").

(In this Form 395, unless otherwise defined, the terms used have the meaning given thereto in Schedule 2 on the Continuation Sheet).

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

Barclays Bank PLC of 5 The North Colonnade, Canary Wharf, London E14 4BB (the "Bank").

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

White & Case
5 Old Broad Street
London EC2N 1DW

Our ref: RL/SK/4426475-0005

Time critical reference

For official Use

Mortgage Section



PMO
COMPANIES HOUSE

PJFU200K

489

01/06/06

LD4
COMPANIES HOUSE

LS300FM5

474

22/05/2006

Deed rec'd 1/6/06

See Schedule 1 on the Continuation Sheet.

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)

Signed

White & Carter

Date

22.05.06

✓

On behalf of chargor†

MPL Docs 3 Limited

†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 with 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 1 to Form 395

Schedule 1 - Short particulars of all the property mortgaged or charged

1. Fixed Security

1.1 The Borrower with full title guarantee and as continuing security for the Bank Obligations hereby, by way of first fixed security:

1.1.1 charged to the Bank all of the Borrower's rights, title and interest in and to the Charged Securities and all sums payable or which become payable in respect of the Charged Securities;

1.1.2 charged to the Bank all of the Borrower's rights, title and interest in and to the Residual Revenue;

95. 1.1.3 charged to the Bank all of the Borrower's rights, title and interest in and to the MPL DACS 3 Limited Secured Loan Account with Barclays Bank PLC (the "Account Bank"), Account No. 70140864, Sort Code:20-19-90 (the "MPL DACS 3 Residuals Account"); and

1.1.4 charged to the Bank all of the Borrower's rights, title and interest under the Custody Agreement.

2. Floating Charge

The Borrower, with full title guarantee and as continuing security for the Bank Obligations charged in favour of the Bank, by way of first floating charge, its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3.1 of the Deed). The floating charge created was a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986, which applies to the Deed.

3. Further Assurance

The Borrower shall execute and do all such assurances, acts and things as the Bank may reasonably require for perfecting or protecting the security intended to be created by this Deed and from time to time and at any time after the security created by this Deed has become enforceable shall execute and do all such assurances, acts and things as the Bank may reasonably require for facilitating the realisation of the assets subject to such security and the exercise of all powers, authorities and discretion vested in the Bank or in any receiver of any such assets. For the purposes of Clause 4 of the Deed, a certificate signed by the Bank to the effect that any particular assurance or thing required by it is reasonably required shall be conclusive evidence of the fact.

Continuation Sheet 2 to Form 395

Schedule 2 – Defined Terms

In this form:

“Charged Securities” means the outstanding Detachable A Coupons and MERCs issued by the Issuer on or about 15 May 2006 (the **“Initial Issue Date”**);

“Custodian” means HSBC Bank plc and any successor thereto as custodian under the Custody Agreement;

“Custody Agreement” means the custody agreement dated 15 May 2006 and made between the Custodian and the Borrower;

“Detachable A Coupons” means the Detachable A Coupons as defined in the Prospectus.

“MERCs” means the Mortgage Early Redemption Certificates as defined in the Prospectus; and

“Prospectus” means the prospectus dated 15 May 2006 relating to the issue of notes and MERCs by the Issuer.

“Residual Revenue” means the Residual Revenue as defined in the Prospectus.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05416359

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED THE 15th MAY 2006 AND CREATED BY MPL DACS 3 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st JUNE 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JUNE 2006.

PSDM



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES