

# M

COMPANIES FORM No. 395

24

# 395

CHWP000

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write in  
this margin

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

## Particulars of a mortgage or charge

A fee of £13 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

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FC007227

Name of company

\* insert full name  
of Company

\* Credit Suisse (the "Participant")

Date of creation of the charge

2 May 2006

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

Please see Continuation Sheet Number 1.

Amount secured by the mortgage or charge

All sums (including interest, fees and expenses) for which the Participant is now or may at any time hereafter be indebted or liable to the Bank as a Member pursuant to the Agreement or any amendment thereof (the "Secured Amounts").

All capitalised terms used in this Form 395 shall have the meaning given to them in Continuation Sheet Number 3 unless defined elsewhere in this Form 395.

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

Deutsche Bank AG - see Continuation Sheet Number 2.

Postcode

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

Deutsche Bank AG  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB

Time critical reference

DB (ACC) 30

For official Use (02/06)  
Mortgage Section

Post room



A14  
COMPANIES HOUSE

289  
15/05/2006

Short particulars of all the property mortgaged or charged

The Participant charges all its right, title and interest to and in all Deposited Instruments by way of fixed charge in favour of the Bank to secure the Secured Amounts. Such security shall be a continuing security notwithstanding any intermediate settlement of account.

Instruments shall upon becoming Deposited Instruments be subject to the fixed charge created.

All capitalised terms used in this Form 395 shall have the meaning given to them in Continuation Sheet Number 3 unless defined elsewhere in this Form 395.

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)

Nil.

Signed

*Angeline Garney*

Date 15 May 2006

On behalf of [company][mortgagee/chargee]† **DEUTSCHE BANK AG**

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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

CONTINUATION SHEET NUMBER 1

DESCRIPTION OF THE INSTRUMENT CREATING THE CHARGE

A master novation agreement dated 28 April 2006 (and having an effective date of 2 May 2006) between the Participant acting through JPMorgan Chase Bank, N.A. as its agent, JPMorgan Chase Bank, N.A. and Deutsche Bank AG, London Branch, as new operator (hereafter, the **Bank**) relating to a Depository and Clearing Centre Membership Agreement (the **Agreement**) between the Participant and JPMorgan Chase Bank, N.A., as successor to Bank One, N.A., dated 15 September 2003.

**CONTINUATION SHEET NUMBER 2**

**NAME AND ADDRESS OF THE PERSON ENTITLED TO THE CHARGE**

Deutsche Bank AG, London Branch a company domiciled in Frankfurt am Main, Germany, operating in the United Kingdom through its London branch at Winchester House, 1 Great Winchester Street, London EC2N 2DB, under branch registration number BR000005.

CONTINUATION SHEET NUMBER 3

DEFINITIONS

**"Agreement"** means the Depository and Clearing Centre Membership Agreement, which includes the Appendices and the DCC Rule Book, each as amended, updated or superseded from time to time;

**"Clearing Area"** means the City of London and such other part or parts of London as the Bank may from time to time decide, being the area within which collections and deliveries will be made for the purposes of DCC;

**"Contractual Currency"** means a currency listed in the DCC Rule Book, which lists a Contractual Currency as either a "Group One Contractual Currency" or a "Group Two Contractual Currency";

**"CREST"** and **"CRESTCo"** means CRESTCo Limited a company incorporated in England and Wales No 2878738 whose registered office at the date of the Agreement is 33, Cannon Street, London, EC4M 5SB;

**"CREST Admission Agreement"** means the agreement entered into between the Bank and CRESTCo admitting the Bank to membership of CREST;

**"CREST Member"** means the Bank or, as the context requires, any other person who has entered into a CREST admission agreement, with CREST regulating that person's membership of the CREST Service;

**"CREST Service"** means the service operated by CREST;

**"Custodian"** means any entity falling within the FSA definition of Custodian appointed by the Bank (which may include an Issuer) to provide custodial services to the Bank for the time being and from time to time pursuant to Clause [ 4 ] (*Custody of Instruments*) of the Agreement;

**"Custody Account"** means any account opened by the Bank in the name of the Participant for the purposes of DCC recording details of Instruments for the time being held to the order of the Participant subject to and in accordance with the Agreement;

**"DCC"** means the Depository and Clearing Centre operated by the Bank at the London City Address;

**"DCC's Correspondent Bank"** means, in relation to a particular Contractual Currency, the correspondent bank specified as such for such Contractual Currency in the DCC Rule Book or such other bank as the Bank may specify from time to time;

**"DCC Rule Book"** means the Depository and Clearing Centre Rule Book of the Bank (as the same may be revised or updated by the Bank from time to time);

**"Delivery Institution"** means banks which are for the time being authorised institutions for the purposes of the Financial Services and Markets Act 2000, (or any statutory modification or re-enactment thereof) and other entities accepted by the Bank as Delivery Institutions for the purposes of the Agreement and (in the case of a clearance, delivery or transaction to be effected through the CREST Service) CREST and CREST Members;

**"Deposited Instruments"** means all Instruments which are now or may at any time hereafter be standing to the credit of the relevant Custody Account, in the possession of or under the control of the Bank or a Custodian (or its employees or agents) for the account of the Bank or recorded in the Bank's name in the Operator register of Eligible Debt Securities in respect of the Participant including Instruments in course of transit and all rights and entitlements arising therefrom or attaching thereto including without limitation any other instruments arising by right of the Deposited Instruments together with any proceeds of payment or redemption of any Deposited Instruments and any income or interest thereon;

**"Eligible Debt Security" (EDS)** has the meaning given to it in the UK Regulations;

**"FSA"** means The Financial Services Authority Limited, or any successor regulatory body which may be the regulator of the Bank for custody services from time to time;

**"Instrument"** means:

(i) a Physical Instrument; or

(ii) an EDS; or

(iii) such other instrument for the time being acceptable for clearing by the Bank pursuant to this Agreement;

**"Issuer"** means any issuing entity of an Instrument for the time being and from time to time accepted by the Bank pursuant to this Agreement and references to **"Issuer"** shall where the context so admits include references to a Delivery Institution acting as agent of or acceptor for the Issuer;

**"London City Address"** means Lower Ground Floor, 27 Leadenhall Street, London EC3A 1AA, England, telex number 8812157, answerback DCC, S.W.I.F.T. BIC Address FNBCGB2X FCC or such other address S.W.I.F.T. BIC and/or telex number as may for the time being be notified to the Participant by the Bank;

**"Member"** means any person or firm that is a member of DCC at any relevant time;

**"Operator register of Eligible Debt Securities"** has the meaning given to it by the UK Regulations;

**"Physical Instrument"** means (i) a bearer certificate of deposit, the primary payment obligation on which is in each case denominated in a Contractual Currency approved by the British Bankers' Association, having a principal amount of not less than the minimum principal amount specified by the British Bankers' Association Minimum London Good Delivery Standards and payable within the Clearing Area at an office of an Issuer; and (ii) such other instrument issued in physical form, (not as an EDS), which the Bank may, in its absolute discretion, accept for clearing by the Bank pursuant to the Agreement;

**"Secured Amounts"** means all sums (including interest, fees and expenses) for which the Participant is now or may at any time hereafter be indebted or liable to the Bank as a Member pursuant to this Agreement (or any amendment hereof);

**"S.W.I.F.T."** means The Society for Worldwide Interbank Financial Telecommunication s.c.r.l.; and

**"UK Regulations"** means the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755), as amended.

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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. FC007227

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MASTER NOVATION AGREEMENT DATED THE 2nd MAY 2006 AND CREATED BY CREDIT SUISSE FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO DEUTSCHE BANK AG, LONDON BRANCH UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th MAY 2006.

*PDW*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES