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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

00400107

[[1118]]

02130447

Name of company

\* Standard Bank Plc (the "Issuer")

Date of creation of the charge

9 February 2006

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

Trust Deed dated 9 February relating to U.S.\$150,000,000 8.75 per cent. Loan Participation Notes due 2016 with an interest rate step up in 2011 between the Issuer and J.P. Morgan Corporate Trustee Services Limited (the "Trustee" which expression includes, where the context admits, all persons for the time being the trustee or the trustees of the Trust Deed).

Amount secured by the mortgage or charge

All amounts corresponding to principal in respect of those Notes becoming due for redemption or repayment on the due date for such redemption or repayment and all amounts corresponding to interest in respect of the Notes, in each case in accordance with the Trust Deed, the Conditions and the Agency Agreement equivalent to amounts in respect of principal and/or interest actually received by the Issuer under the Subordinated Loan Agreement.

Defined terms used in this Form 395 are defined in the attached schedule.

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

J.P. Morgan Corporate Trustee Services Limited whose registered address is at Trinity Tower, 9 Thomas More Street, London, as Trustee for the Noteholders.

Postcode E1W 1YT

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

Clifford Chance LLP  
10 Upper Bank Street  
London E14 5UJ

(VIA CH LONDON COUNTER)

Time critical reference

PID/MRB/70-20433106/DD

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Issuer with full title guarantee and as continuing security for the payment of all sums under the Trust Deed and the Notes has charged in favour of the Trustee for itself and as trustee for the Noteholders and Couponholders by way of first fixed charge (the "Charge"):

a) all of the Issuer's rights, interests and benefits in and to (i) principal, interest and other amounts now or hereafter paid and payable by the Borrower to the Issuer as lender under the Subordinated Loan Agreement; and (ii) all amounts now or hereafter paid or payable by the Borrower under or in respect of any claim, award or judgment relating to the Subordinated Loan Agreement; and

b) all of the Issuer's rights, interest and benefit in and to all sums held on deposit from time to time in the Collection Account together with the debt represented thereby;

Provided that (i) for the avoidance of doubt the Issuer shall remain legal and beneficial owner of the property subject to the Charge following the granting of the Charge and (ii), in the case of each of paragraphs (a) and (b) above, there shall be excluded from the Charge the Reserved Rights and any amounts relating to the Reserved Rights.

(.../cont.)

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*

Date 9 February 2006

On behalf of ~~XXXXXX~~ ~~XXXXXX~~ [charge] †

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

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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

† delete as appropriate

CHFP025

**Particulars of a mortgage or charge  
(continued)**

Please do not  
write in this  
binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

02130447

Name of Company

Standard Bank Plc (the "Issuer")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

(Continued from page 2/...)

The Issuer with full title guarantee has assigned absolutely by way of security to the Trustee for the benefit of itself and as trustee for the Noteholders and Couponholders all of the Issuer's rights, interests and benefits whatsoever, both present and future, which have accrued or may accrue to the Issuer as lender under or pursuant to the Subordinated Loan Agreement (including, without limitation, the right to declare the Subordinated Loan immediately due and payable and to take proceedings to enforce the obligations of the Borrower thereunder) other than any of the Issuer's rights, interests and benefits charged to the Trustee by way of first fixed charge above and the Reserved Rights and any amounts relating to the Reserved Rights.

The Trust Deed contains agreements by the Issuer for further assurance.

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

**Schedule to Form 395 relating to the Trust Deed dated 9 February 2006 between Standard Bank Plc and J.P. Morgan Corporate Trustee Services Limited**

**"Agency Agreement"** means, in relation to the Notes of any relevant series, the agreement appointing the initial Agents in relation to such Notes and any other agreement for the time being in force appointing Successor agents in relation to such Notes, together with any agreement for the time being in force amending or modifying with the prior written approval of the Trustee any of the aforesaid agreements in relation to such Notes;

**"Agents"** means the Principal Paying Agent, the other Paying Agents, or any of them;

**"Borrower"** means Closed Joint Stock Company Commercial Bank PrivatBank;

**"Collection Account"** means an account of the Issuer with the Principal Paying Agent at its Specified Office, having the Collection Account Number 25401102;

**"Conditions"** means, in relation to the Original Notes, the terms and conditions to be endorsed on the Original Notes, in the form or substantially in the form set out in Schedule 4 (*Terms and Conditions of the Original Notes*) of the Trust Deed, and, in relation to any Further Notes, the terms and conditions endorsed on the related notes in accordance with the supplemental deed relating thereto or substantially in the form set out or referred to in the supplemental deed relating thereto, as any of the same may from time to time be modified in accordance with the Trust Deed; and any reference herein to a particular numbered Condition shall be construed in relation to the Original Notes accordingly and any reference herein to a particular numbered Condition in relation to any Further Notes shall be construed as a reference to the provision (if any) in the Conditions of such Further Notes which corresponds to the particular numbered Condition of the Original Notes;

**"Couponholder"** means the holder of the interest coupons appertaining to the Notes;

**"Further Notes"** means any notes of the Issuer constituted in relation to a deed supplemental to the Trust Deed pursuant to Clause 2.8 (*Further Issues*) thereof and for the time being outstanding or, as the context may require, a specific number thereof;

**"Noteholder"** and (in relation to a Note) **"holder"** means the bearer of a Note;

**"Notes"** means the Original Notes and any Further Note(s);

**"Original Notes"** means the bearer notes, in denominations of US\$100,000, each comprising the U.S.\$150,000,000 8.75 per cent. Loan Participation Notes due 2016 with an interest rate step up in 2011 constituted by the Trust Deed to be represented by a note or notes, in or substantially in the form set out in Schedules 1 (*Form of Temporary Global Note*), 2 (*Form of Permanent Global Note*) and 3 (*Form of Definitive Note*) of the Trust Deed, and for the time being outstanding or, as the case may be, a specific number thereof and includes any replacement Original Notes issued pursuant to Condition 10 (*Replacement of Notes and Coupons*) and (except for the purposes of Clause 3.1 (*Global Notes*) and 3.3 (*Signature*)) of the Trust Deed the Original Temporary Global Note and Original Permanent Global Note for so long as it has not been exchanged in accordance with the terms thereof;

**"Original Permanent Global Note"** means the Original Permanent Global Note to be issued pursuant to Clause 3.1 (*Global Notes*) of the Trust Deed in the form or substantially in the form set out in Schedule 2 (*Form of Permanent Global Note*) of the Trust Deed;

**"Original Temporary Global Note"** means the Original Temporary Global Note to be issued pursuant to Clause 3.1 (*Global Notes*) of the Trust Deed in the form or substantially in the form set out in Schedule 1 (*Form of Temporary Global Note*) of the Trust Deed;

**"Paying Agents"** means, in relation to the Notes of any relevant series the several institutions (including, where the context permits, the Principal Paying Agent) at their respective Specified Offices initially appointed pursuant to the relative Agency Agreement and/or, if applicable, any Successor paying agents, in relation to such Notes at their respective Specified Offices;

**"Principal Paying Agent"** means, in relation to the Notes of any series, the institution at its Specified Office initially appointed as principal paying agent in relation to such Notes pursuant to the relative Agency Agreement or, if applicable, any Successor principal paying agent in relation to such Notes at its Specified Office;

**"Reserved Rights"** are the rights excluded from the Charge and the Transferred Rights, being all and any rights, interests and benefits of the Issuer in respect of Clause 3.2 (*Payment of Fees*), Clause 6.5 (*Prepayment upon Illegality*) (other than the right to receive any amount payable under such Clause), Clause 6.7, second sentence thereof (*Costs of Prepayment/Repayment*), Clause 7.1, last sentence of the first paragraph thereof (*Additional Amounts*), Clause 7.2 (*Double Tax Treaty Relief; Deductions or Withholdings*), Clause 7.3.2 and, to the extent it does not relate to a withholding or deduction in respect of a payment to a Noteholder, Clause 7.3.3, Clause 7.5 (*Tax Credits and Tax Refunds*), Clause 7.7, last two sentences thereof (*Delivery of Forms*), Clause 9 (*Changes in Circumstances*), Clause 15.2 (*Borrower's Indemnity*), Clause 18 (*Costs and Expenses*) and (to the extent that the Issuer's claim is in respect of one of the aforementioned clauses of the Subordinated Loan Agreement) Clause 16.2 (*Currency Indemnity*) and Clause 17 (*Payments*) of the Subordinated Loan Agreement;

**"Specified Office"** means, in relation to any Agent, either the office identified with its name in the Conditions of the Notes of the relevant series or any other office notified to any relevant parties pursuant to the Agency Agreement;

**"Subordinated Loan"** means the subordinated loan to the Borrower made upon and subject to the terms, conditions and provisions of the Subordinated Loan Agreement or, as the context may require, the aggregate principal amount thereof for the time being outstanding;

**"Subordinated Loan Agreement"** means the subordinated loan agreement dated 3 February 2006 between the Borrower and the Issuer as lender relating to the Subordinated Loan as supplemented, amended or restated from time to time;

**"Successor"** means, in relation to the Agents, such other or further person, as may from time to time be appointed pursuant to the Agency Agreement as an Agent;



**"Transferred Rights"** means the rights and benefits transferred to the Trustee under Clause 4.2 (*Assignment*) of the Trust Deed;

**"Trust Deed"** means the trust deed dated 9 February 2006 between the Issuer and the Trustee and the schedules thereof (as from time to time modified in accordance with the provisions contained therein) and (unless the context requires otherwise) includes any deed or other document executed in accordance with the provisions thereof (as from time to time modified as aforesaid) and expressed to be supplemental thereto.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02130447

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A TRUST DEED DATED THE 9th FEBRUARY 2006 AND CREATED BY STANDARD BANK PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO J. P. MORGAN CORPORATE TRUSTEE SERVICES LIMITED AS TRUSTEE FOR THE NOTEHOLDERS ON ANY ACCOUNT WHATSOEVER 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 FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th FEBRUARY 2006.

*LCargels*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —