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write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of Company

COMPANIES FORM No. 395

A/C 0040 d07

395

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

02285918

Name of company

* NUMIS SECURITIES LIMITED (the "Chargor")

Date of creation of the charge

26 October 2006

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

A Deed of Charge entered into between the Chargor and JPMorgan Chase Bank, National Association, London Branch (the "Bank") dated 26 October 2006 (the "Charge").

Amount secured by the mortgage or charge

All liabilities and obligations whatsoever, whether existing at the date of the Charge or at any time thereafter, actual or contingent, of the Chargor to the Bank under or in connection with the Global Custody and Clearance Agreement.

Please see attached Schedule for definitions.

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

JPMorgan Chase Bank, National Association, London Branch

125 London Wall

London

Postcode

EC2Y 5AJ

VIA CH LONDON COUNTER

Presenter's name address and
reference (if any):Clifford Chance LLP
10 Upper Bank Street
London, E14 5JJ

Time critical reference

SF/20-20125015/LYC

For official Use (02/06)
Mortgage Section

Post room

LD3
COMPANIES HOUSE

LIGNLKRU

452
06/11/2006

Short particulars of all the property mortgaged or charged

As continuing security for payment of the Secured Liabilities, with full title guarantee, from the date of the Charge pledged and charged by way of first fixed legal mortgage (in priority to all other security whatsoever, whether fixed or floating) all Charged Assets. For the avoidance of doubt, the Security will not be automatically discharged if, at any time, after the date of the Charge, there shall be no Secured Liabilities or Charged Assets but shall continue so as to provide security for any Secured Liability arising at any time after the date of the Charge and/or as the case may be over any Charged Asset acquired by the Chargor after the date of the Charge.

Note:

None of the Charged Assets shall, during the continuance of the Charge or until the Secured Liabilities have been duly and properly paid in full, be capable of being withdrawn, assigned or otherwise disposed of or encumbered except with the Bank's consent or as otherwise specifically provided in the Charge or the Global Custody and Clearance Agreement. Any such consent (and any payment whether with or without such consent) shall operate as a release of the particular Charged Assets only. The Charge contains a covenant for further assurance and a negative pledge. See Schedule attached hereto for definitions.

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

Chigford Chance LLP.

Date 6 November 2006

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

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

*Schedule to a Form 395 in respect of a Deed of Charge dated 26 October 2006
granted by Numis Securities Limited (Company Number 02285918).*

In this form 395:

"Account" means a Securities Account or a Cash Account opened by the Bank in its books and records in the name of the Chargor, or at its reasonable request in any other name, pursuant to the Global Custody and Clearance Agreement;

"Cash Account" means an Account reflecting cash in any currency received by the Bank or any Sub-Custodian or Securities Depository or other agents for the account of the Chargor;

"Charged Assets" means:

- (a) all Securities and all other investments, cash balances in whatever currency credited to a Securities Account or a Cash Account in the name of or otherwise attributable to the Chargor;
- (b) all dividends, distributions and interest on and other proceeds of the any Charged Asset, whether capital or income;
- (c) all property distributed, paid, accruing or offered at any time on, to, in respect of or in substitution for, any of the Charged Assets;
- (d) all monies, debts, claims, investments and other property whatsoever from time to time deposited with or held by the Bank or for the Bank's account or to its order or owed or owing to the Bank in whatever capacity or owing by the Bank to the Chargor; and
- (e) all documents related to any of the above from time to time held by, or for the account or to the order of the Bank,

and, in each case (a) to (e), the claims represented thereby against any agent, clearing system, depository, sub-custodian, bank or other third party. The term Charged Assets includes all right, title and interest thereto; PROVIDED HOWEVER that where the Chargor has notified the Bank that the Chargor is a custodian regulated by the FSA or by another regulator which does not permit any lien or right of retention or sale to subsist over securities which have been fully paid for, and the Bank has agreed to designate one or more accounts as "Segregated" and not subject to the Security created by the Charge it is agreed that all assets credited to any account which is so designated as a "Segregated" account and all dividends, distributions and interest on and other proceeds of any assets so credited, whether capital or income and all documents of title thereto shall not be Charged Assets;

"Global Custody and Clearance Agreement" means the agreement of that name entered into between the Bank and the Chargor pursuant to which the Bank provides global custody and clearance facilities to the Chargor and includes all Addenda thereto entered into from time to time between the Bank and the Chargor;

"Secured Liabilities" means all liabilities and obligations whatsoever, whether present or future, actual or contingent, of the Chargor to the Bank under or in connection with the Global Custody and Clearance Agreement;

"Securities" means shares, stocks, debentures, bonds, notes, mortgages or other like obligations and any certificates, receipts, warrants or other instruments representing rights to receive, purchase or subscribe for the same;

"Securities Account" means an Account evidencing any Securities held by the Bank or any branch of the Bank on behalf of the Chargor or held by a Sub-Custodian or Securities Depository for the Bank on behalf of the Chargor;

"Securities Depository" means any securities depository, settlement system, dematerialised book entry system or similar system;

"Security" means the charge, pledge and other security interests created under or pursuant to the Charge; and

"Sub-Custodian" means the entities listed in Schedule 1 of the Global Custody and Clearance Agreement and such other entities as the Bank may appoint from time to time.

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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. 02285918

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED THE 26th OCTOBER 2006 AND CREATED BY NUMIS SECURITIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, LONDON BRANCH 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 6th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th NOVEMBER 2006.

L Cengels



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES