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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

395

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

A/C 0400107/£13

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

For official use

Company number

211

25932

Name of company

* LCH.Clearnet Limited (the "Company")

Date of creation of the charge

26 August 2009

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

A supplemental security deed dated 26 August 2009 (the "Supplemental Security Deed") made by the Company in favour of Citibank, N.A. (the "Chargee").

Amount secured by the mortgage or charge

See Schedules 1 (Definitions) and 2 (Amount secured by the mortgage or charge).

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

Citibank, N.A., Citigroup Centre, Canada Square, Canary Wharf, London, England

Postcode E14 5LB

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

For official Use (Mortgage Section)

TUESDAY



L1036CWR

LD5

01/09/2009

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COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

See Schedules 1 (Definitions) and 3 (Short particulars of all the Property charged).

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

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance LLP

Date 1 September 2009

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

SCHEDULES FOR FORM 395

Schedules to Form 395 relating to the Supplemental Security Deed entered into by

LCH.Clearnet Limited (Company No: 25932)

dated 26 August 2009

SCHEDULE 1 DEFINITIONS

In this form 395:

"Assured Payment" has the meaning given to that term in the CREST Manual;

"Business" means the central counterparty business carried on by the Company from time to time in each Market;

"Citi Affiliate" means a member of the Citigroup Organisation which the Company has appointed for the purposes of providing Settlement Services and which is fully and properly identified in the Settlement Services Agreement;

"Citigroup Organisation" means Citigroup, Inc. and any company or other entity of which Citigroup, Inc. is directly or indirectly a shareholder or owner. For purposes of the Settlement Services Agreement, each branch of the Chargee shall be a separate member of the Citigroup Organisation;

"Clearance System" means the Company or any clearing agency, settlement system or depository, including for the avoidance of doubt each CSD used in connection with Transactions and any nominee of the foregoing (unless the context otherwise requires);

"Country Schedule" means any schedule (as set out in the Settlement Services Agreement) that amends, modifies or supplements the terms of the Settlement Services Agreement with respect to a Settlement Agent;

"CREST" means the computer-based system and procedures established by EUI to enable title to units of stock to be evidenced and transferred without a written instrument and to facilitate supplementary and incidental matters;

"CREST Settlement Bank and Sponsor Services Facility Letter" means the CREST Settlement Bank and Sponsor Services Facility Letter between the Chargee and the Company dated 26 August 2009, together with its annex and supplement to the annex;

"CSD" means a central securities depository (which also includes both a national and international central securities depository, including Euroclear and Clearstream);

"Eligible Stock" means stock represented by entries on one or more Eligible Stock Accounts;

"Eligible Stock Account" means a stock account of the Company relating to its Business;

"Global Settlement Agent" means the Chargee providing Global Settlement Services through contractual arrangements entered into by the Chargee with a Sub-Settlement Agent;

"Global Settlement Services" means the Global Settlement Agent providing custody and settlement services to the Company in connection with the settlement of

Transactions where settlement will have to be procured by the Global Settlement Agent from a Sub-Settlement Agent not affiliated to the Chargee;

"Market" means each market in which the Company appoints a Settlement Agent (which term for the purposes of this definition includes the Global Settlement Agent) in accordance with the Settlement Services Agreement and as more specifically identified in the Settlement Services Agreement, as amended from time to time;

"Regulations" means the Uncertificated Securities Regulations 1995 (SI 1995 No.3272), the Uncertificated Securities Regulations 2001 and such other regulations made under Sections 784, 785 or 788 of the Companies Act 2006, as are applicable to EUI and/or the CREST relevant system and are for the time being in force;

"RTGS Payments" has the meaning given to that term in the CREST Manual;

"Securities" means any financial asset (other than derivatives contracts of any kind) including (i) an obligation of an issuer or any person or a share, participation or other interest in an issuer or a person or in property or an enterprise of an issuer or a person, which is, or is of a type, dealt in or traded on financial markets, or which is recognised in any area in which it is issued or dealt in as a medium for investment, and (ii) any other non-cash property that the Global Settlement Agent or a Settlement Agent holds subject to the Settlement Services Agreement;

"Services" means the services to be provided under the terms of the Settlement Services Agreement (and its respective Country Schedules);

"Settlement Agent" means a Citi Affiliate performing the Services;

"Settlement Services" means the Global Settlement Agent and each Settlement Agent settling, or procuring the settlement of, Transactions in respect of those jurisdictions in which the Global Settlement Agent or the relevant Settlement Agent provides Services;

"Settlement Services Agreement" means the agreement identified as such, entered into by the Chargee and the Company dated 24 March 2009;

"Sub-Settlement Agent" means a Third Party, which has been appointed by the Global Settlement Agent pursuant to an agreement (which, for the avoidance of doubt, is not the Settlement Services Agreement) to act as a sub-settlement agent;

"Third Party" means a person who is not a party to the Settlement Services Agreement;

"Transaction" means any transaction in Securities which is to be settled through the Global Settlement Agent or through a Settlement Agent or pursuant to their respective instructions to the extent that such transactions are entered into on or to be settled through a Clearance System, whether directly by the Company or on its behalf.

SCHEDULE 2
AMOUNT SECURED BY THE MORTGAGE OR CHARGE

1. All obligations owing to the Chargee or relevant Settlement Agent by the Company on any account, whether present or future, actual or contingent (and whether incurred by the Company alone or jointly, and whether as principal or surety or in some other capacity) in connection with the Settlement Services Agreement and includes, in relation to a Settlement Agent, all such obligations owing by the Company to the Settlement Agent pursuant to the Settlement Services Agreement.
2. All obligations and liabilities due by the Company to the Chargee which arise in connection with:
 - (i) the CREST Settlement Bank and Sponsor Services Facility Letter and the Supplemental Security Deed;
 - (ii) the making of any Assured Payment and/or RTGS Payments by the Chargee for the account of the Company;
 - (iii) any transfer of stock to the Company by means of CREST; and
 - (iv) any issue of stock to the Company by means of CREST.

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SCHEDULE 3
SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR
CHARGED

In the Supplemental Security Deed the Company:

1. charged by way of first floating charge:

- (a) all Eligible Stock held by, or on behalf of or for the account of, the Company in CREST;
- (b) all and any property, property rights or interest of the Company in, or rights of the Company to, Eligible Stock in CREST, including (without limitation) interests of the kinds specified in Regulations 25(1)(a) and 25(2)(a) of the Regulations;
- (c) all and any sums or other benefits due or becoming due to the Company by reason of its holding of or entitlement to stock in CREST which at the time of the sums or benefits becoming due was Eligible Stock, including, without limitation, sums or benefits due or becoming due by way of repayment, bonus, allotment, dividend, interest, preference, redemption or conversion or accruing or offered in respect of Eligible Stock in which the Company has an interest;
- (d) all and any stock or rights (including property rights), title or interest of the Company in, or any sum or benefit deriving from, stock which is no longer in uncertificated form, whether by reason of the Company having become a former system-member of CREST, or such stock being converted into certificated form;
- (e) all sums and payments now and from time to time hereafter receivable by or for the account of the Company by reason or in respect of any transfer or debit of, or agreement to transfer or debit, stock from any Eligible Stock Account of or in the name of or otherwise referable to the Company in CREST or of any transfer by the Company of any of its right, title or interest to or in stock represented or to be represented by any credit balance for the time being on any such Eligible Stock Account in CREST, together with all rights and interests in such sums and payments; and
- (f) all sums and payments from time to time hereafter receivable by or for the account of the Company by reason of or in respect of the closing out or liquidation of any unsettled contract relating to any Eligible Stock in CREST.

The Supplemental Security Deed contains covenants for further assurance.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 25932
CHARGE NO. 21**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY DEED
DATED 26 AUGUST 2009 AND CREATED BY LCH.CLEARNET
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO CITIBANK, N.A. OR RELEVANT
SETTLEMENT AGENT 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 1 SEPTEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 SEPTEMBER
2009**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**