

013120 £13 ✓
MG01

Particulars of a mortgage or charge



A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☒ **What this form is NOT for**
You cannot use this form to
register particulars of a charge for
company. To do this, please
use form MG01s

FRIDAY



LD5

L2HPOZQ6

02/12/2011

22

COMPANIES HOUSE

For official use

1 Company details

Company number 0 0 0 2 5 9 3 2

Company name in full LCH Clearnet Limited

Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 1 8 1 1 2 0 1 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description *cle* Supplement to Collateral Agreement Governing Secured Borrowings by (i) Repo for Securities
Collateral Participants in the Euroclear System (the "RSC Supplement"), and (ii) Participants in the
Euroclear System to provide for a right of appropriation (the "Appropriation Supplement")
dated 18 NOVEMBER 2011

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured *X* All amounts referred to in Section 2(a) of the Collateral Agreement,
being
all Borrowings (meaning Overdraft, fixed term advance or securities
borrowing, or any other extension of credit by Euroclear Bank SA/NV
to the Company (the "Borrower"), in whatever form, that relates to or
results from the Borrower's use of the Euroclear System, as well as
any fees or accrued interest with respect thereto), and other
obligations in whatever form, that relate to or result from the
Borrower's use of the Euroclear System, now outstanding or which
may be outstanding at any time in the future of the Borrower to
Euroclear Bank SA/NV, Brussels and to any other office of Euroclear
Bank SA/NV

Continuation page
Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

EUROCLEAR BANK SA/NV

Address

1, BOULEVARD DU ROI ALBERT II,
1210 BRUSSELS, BELGIUM

Postcode

Name

Address

Postcode

Continuation page

Please use a continuation page if you need to enter more details

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

All "Collateral" (as defined in Section 1 of the Collateral Agreement) including in particular cash and securities clearance accounts opened in connection with the Euroclear System by the Euroclear Bank SA/NV on its books in the name of the Company

The Collateral Agreement prohibits the creation or subsistence of any other "lien" (as defined) over the Collateral

"Collateral" means

(i) the Securities Collateral, (ii) the Cash Collateral, (iii) the Pledged Recovery Rights, (iv) the Pledged Repo Rights, and (v) all other collateral which the Borrower has agreed or may at any time in the future agree with Euroclear Bank shall constitute Collateral or secure the obligations secured by the Security Interests


Whereby "Securities Collateral", "Cash Collateral", "Pledged Recovery Rights", and "Pledged Repo Rights" are defined as follows

"Securities Collateral" means all of the Borrower's right, title and interest in and to all Pledged Securities Accounts and the amount of all securities which are now or at any time in the future shall be standing to the credit of a Pledged Securities Account, including (i) all Securities in Transit, (ii) all amounts of cash, securities and other property or countervalue received or to be received with respect to or in exchange for any Securities in Transit, and (iii) all rights of the Borrower to receive any cash amounts or the amount of any securities recovered by Euroclear Bank in the circumstances contemplated by Section 17 of the Terms and Conditions (or any successor provision) in respect of a Pledged Securities Account

"Cash Collateral" means all of the Borrower's right, title, and interest in and to all Pledged Cash Accounts, including any credit or debit balance which now appears or may at any time in the future appear in any currency or Composite Currency Unit sub-account of a Pledged Cash Account

MG01

Particulars of a mortgage or charge

<div data-bbox="106 318 158 360">7</div> <div data-bbox="338 318 1144 360">Particulars as to commission, allowance or discount (if any)</div> <div data-bbox="338 360 1144 696"> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> </div> <div data-bbox="106 696 338 1189"> <div data-bbox="106 696 338 761">Commission allowance or discount</div> </div>		
<div data-bbox="106 1189 158 1232">8</div>	<div data-bbox="338 1189 1144 1232">Delivery of instrument</div> <div data-bbox="338 1232 1144 1720"> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p> </div>	
<div data-bbox="106 1720 158 1762">9</div> <div data-bbox="106 1830 338 1872">Signature</div>	<div data-bbox="338 1720 1144 1762">Signature</div> <div data-bbox="338 1762 1144 1830">Please sign the form here</div> <div data-bbox="338 1830 1144 1971"> <div data-bbox="338 1830 1144 1872">Signature</div> <div data-bbox="338 1872 1144 1971">  </div> </div> <div data-bbox="338 1971 1144 2054">This form must be signed by a person with an interest in the registration of the charge</div>	

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

IRP
SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

Address

PLEASE RETURN VIA
CH LONDON COUNTER

Post town

County/Region

Postcode

Country

DX

Telephone



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgage or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 25932
CHARGE NO. 29**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENT TO COLLATERAL
AGREEMENT DATED 18 NOVEMBER 2011 AND CREATED BY
LCH.CLEARNET LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO EUROCLEAR BANK
SA/NV UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 2 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 DECEMBER
2011

L.C.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES