

# 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 a company. To do this, please use form MG01s.

TUESDAY



LD3

"LUTLTGLN"

12/01/2010

137

COMPANIES HOUSE

1

### Company details

Company number

2 5 9 3 2

Company name in full

LCH.Clearnet Limited (the "Company")

22

For official use

→ **Filling 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

07 01 2010

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

A supplemental security deed dated 7th January 2010 (the "Supplemental Security Deed") made by the Company in favour of Citibank, N.A. (the "Chargee").

4

### Amount secured

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

Amount secured

Please see the three (3) MG01 (C1) continuation sheets.

**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.

#### Continuation page

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

Name ☒ Citibank, N.A.

Address Citigroup Centre, Canada Square, Canary Wharf,  
London, England.

Postcode E 1 4 5 L B

Name

Address

Postcode

### 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 Please see the one (1) MG01 (C3) continuation sheet.

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

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:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

None.

### 8 Delivery of instrument

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 866).

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 870). 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).

### 9 Signature

Please sign the form here.

Signature

Signature

X Clifford Chance

Clifford Chance LLP

X

This form must be signed by a person with an interest in the registration of the charge.

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## 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 Owen Lysak (70-40373921)

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Post town Canary Wharf

County/Region London

Postcode E 1 4 5 J J

Country UK

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



### 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 mortgagee 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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>Continuation page 1 of 4</p> <p><b>Definitions</b></p> <p><b>"Assured Payment"</b> has the meaning given to that term in the CREST Manual;</p> <p><b>"Business"</b> means the central counterparty business carried on by the Company from time to time in each Market;</p> <p><b>"Citi Affiliate"</b> 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 the Settlement Services Agreement;</p> <p><b>"Citigroup Organisation"</b> 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;</p> <p><b>"Clearance System"</b> 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);</p> <p><b>"Country Schedule"</b> 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;</p> <p><b>"CREST"</b> 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;</p> <p><b>"CREST Settlement Bank and Sponsor Services Facility Letter"</b> means the CREST Settlement Bank and Sponsor Services Facility Letter between the Chargee and the Company dated 8 January 2010, together with its annex and supplement to the annex;</p> <p><b>"CSD"</b> means a central securities depository (which also includes both a national and international central securities depository, including Euroclear and Clearstream);</p> <p><b>"Eligible Stock"</b> means stock represented by entries on one or more Eligible Stock Accounts;</p> <p><b>"Eligible Stock Account"</b> means a stock account of the Company relating to its Business;</p> <p><b>"Global Settlement Agent"</b> means the Chargee providing Global Settlement Services through contractual arrangements entered into by the Chargee with a Sub-Settlement Agent;</p>	

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>Continuation page 2 of 4</p> <p><b>Definitions</b></p> <p><b>"Global Settlement Services"</b> 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;</p> <p><b>"Market"</b> 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;</p> <p><b>"Regulations"</b> 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;</p> <p><b>"RTGS Payments"</b> has the meaning given to that term in the CREST Manual;</p> <p><b>"Securities"</b> 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;</p> <p><b>"Services"</b> means the services to be provided under the terms of the Settlement Services Agreement (and its respective Country Schedules);</p> <p><b>"Settlement Agent"</b> means a Citi Affiliate performing the Services;</p> <p><b>"Settlement Services"</b> 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;</p> <p><b>"Settlement Services Agreement"</b> means the agreement identified as such, entered into by the Chargee and the Company dated 24 March 2009;</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>Continuation page 3 of 4</p> <p><b>Definitions</b></p> <p>"<b>Sub-Settlement Agent</b>" 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;</p> <p>"<b>Third Party</b>" means a person who is not a party to the Settlement Services Agreement;</p> <p>"<b>Transaction</b>" 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;</p> <p><b>AMOUNT SECURED BY THE MORTGAGE OR CHARGE</b></p> <p>1. All obligations owing to the Chargee <u>or relevant Settlement Agent</u> 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.</p> <p>2. All obligations and liabilities due by the Company to the Chargee which arise in connection with:</p> <ul style="list-style-type: none"><li>(i) the CREST Settlement Bank and Sponsor Services Facility Letter and the Supplemental Security Deed;</li><li>(ii) the making of any Assured Payment and/or RTGS Payments by the Chargee for the account of the Company;</li><li>(iii) any transfer of stock to the Company by means of CREST; and</li><li>(iv) any issue of stock to the Company by means of CREST.</li></ul>	

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# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Continuation page 4 of 4</p> <p>In the Supplemental Security Deed the Company:</p> <ol style="list-style-type: none"> <li>1. charged by way of first floating charge: <ol style="list-style-type: none"> <li>(a) all Eligible Stock held by, or on behalf of or for the account of, the Company in CREST;</li> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(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</li> <li>(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.</li> </ol> </li> </ol> <p>The Supplemental Security Deed contains covenants for further assurance.</p>	





## **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. 22**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY DEED  
DATED 7 JANUARY 2010 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 25 OF THE COMPANIES ACT  
2006 ON THE 12 JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JANUARY  
2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES