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MG01

Particulars of a mortgage or charge



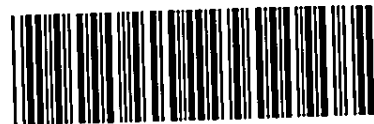
A fee is payable with this form

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 re-
particulars of a charge for a S
company. To do this, please use
form MG01s

WEDNESDAY



"LSNVOHEE"
LD6 10/02/2010 46
COMPANIES HOUSE

1 Company details

Company number 2 5 9 3 2

Company name in full LCH Clearnet Limited (the "Company")

2 4 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 d1 d0 m0 m2 y2 y0 y1 y0

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 schedule to a security deed relating to Italy dated 10 February 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 continuation pages.

Continuation page

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

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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, London

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 continuation pages

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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

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

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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 (Via CH London Counter)
Clifford Chance LLP

Address 10 Upper Bank Street

Canary Wharf

London

Post town

County/Region

Postcode E 1 4 5 J J

Country

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 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

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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>Definitions</p> <p>In this form MG01</p> <p>"Authorised Person" means any person (including any individual or entity) authorised by the Company to act on its behalf in the performance of any act, discretion or duty under the Settlement Services Agreement (including, for the avoidance of doubt, any officer or employee of such person) in a written notice which is in a form acceptable to the Global Settlement Agent or to a Settlement Agent,</p> <p>"Business" means the central counterparty business carried on by the Company from time to time in each Market,</p> <p>"Cash Account" means a cash account or accounts established by the Global Settlement Agent or a Settlement Agent in its books in the name of the Company or such other name as indicated by the Company in accordance with the Settlement Services Agreement,</p> <p>"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,</p> <p>"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,</p> <p>"Citi Milan Branch" means Citibank N A Milan branch, whose principal place of business is at Foro Buonaparte, 16, Casella Postale 10932 20121, Milano, Italy,</p> <p>"Citi Milan Branch Settlement Account" means each Settlement Account maintained with Citi Milan Branch by the Company in connection with the Austrian and Italian Business,</p> <p>"Citi Milan Securities" means at anytime all securities (and all rights, benefits and proceeds attaching to, arising from, or in respect of, such securities) held in a Citi Milan Branch Settlement Account in connection with the Austrian and Italian Business,</p> <p>"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,</p> <p>"Country Schedule" means any schedule that amends, modifies or supplements the terms of the Settlement Services Agreement with respect to a Settlement Agent,</p> <p>"CSD" means a central securities depository (which also includes both a national and international central securities depository, including Euroclear and Clearstream),</p>	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Global Settlement Agent" means the Chargee providing Global Settlement Services through contractual arrangements entered into by Chargee with a Sub-Settlement Agent;</p> <p>"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,</p> <p>"Instructions" means any and all instructions (including approvals, consents and notices) received by the Global Settlement Agent or by a Settlement Agent from, or reasonably believed by the Global Settlement Agent or Settlement Agent to be from, any Authorised Person, including any instructions communicated through any manual or electronic medium or system agreed for use between the Company and the Global Settlement Agent or Settlement Agent,</p> <p>"Italian Account" means each Cash Account or other deposit from time to time maintained with Citi Milan Branch by the Company in connection with the Business,</p> <p>"Italian Deposit" means each credit balance from time to time on an Italian Account and all rights, benefits and proceeds in respect thereof,</p> <p>"Italian Securities" means at any time all securities (and all rights, benefits and proceeds attaching to, arising from, or in respect of, such securities) held in an Italian Settlement Account in connection with Italian Business,</p> <p>"Italian Settlement Account" means each settlement account maintained with Monte Titoli by the Company in connection with Italian Business and operated by Citi Milan Branch in accordance with the Settlement Services Agreements, the applicable Rules and the Country Schedule for Italy,</p> <p>"Mandatory External Agreement" means any supplementary agreement required by any Rules (other than Rules promulgated by the Company) to be entered into either by the Company, or by the Global Settlement Agent, or by a Settlement Agent, or by the Company and the Global Settlement Agent or by the Company and a Settlement Agent, which relates to the Services provided under this Settlement Services Agreement,</p> <p>"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 this Settlement Services, as amended from time to time,</p> <p>"Monte Titoli" means Monte Titoli S p A,</p> <p>"Rules" means the laws, rules, regulations and statements of practice and/or procedure promulgated by a Clearance System and the provisions of</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>any relevant Mandatory External Agreement, as amended from time to time,</p> <p>"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 this Settlement Services Agreement,</p> <p>"Services" means the services to be provided under the terms of this Settlement Agreement (and its respective Country Schedules),</p> <p>"Settlement Account" means a securities account or accounts established by the Global Settlement Agent or a Settlement Agent in accordance with the Settlement Services Agreement,</p> <p>"Settlement Agent" means a Cit1 Affiliate performing the Services,</p> <p>"Settlement Services" means the Global Settlement Agent and each Settlement Agent to settle, or procure the settlement of, Transactions in respect of those jurisdictions in which the Global Settlement Agent or the relevant Settlement Agent provides Services,</p> <p>"Settlement Services Agreement" means the agreement identified as such, entered into by the Chargee and the Company dated 24 March 2009;</p> <p>"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,</p> <p>"Third Party" means a person who is not a party to the Settlement Services Agreement, and</p> <p>"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</p> <p>Amount Secured by the Mortgage or Charge</p> <p>All obligations owing to the Chargee (including Cit1 Milan Branch) 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</p>	

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

principal or surety or in some other capacity) howsoever arising from, or incurred by the Company in connection with the Settlement Services Agreement

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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>In the Supplemental Security Deed the Company created the following charges in favour of the Chargee.</p> <ul style="list-style-type: none"> (a) a pledge over all of the Italian Deposits and the Italian Accounts, pursuant to the Italian Legislative Decree No 170 dated 21 May 2004 implementing Directive 2002/47/EC on financial collateral arrangements, (b) first floating charge over the Italian Securities deposited from time to time in the Italian Settlement Account as recorded in the Securities Account created and maintained by the Company in London pursuant to the Italian Country Schedule to the Settlement Services Agreement, and (c) on creation of the Citi Milan Branch Settlement Account, a charge on the Citi Milan Securities from time to time deposited in any Citi Milan Branch Settlement Account pursuant to Article 34(1) of the Italian Legislative Decree No 213 dated 24 June 1998, Article 34 of the Bank of Italy and Consob Regulation of 22 February 2008 and the relevant provisions of Italian Legislative Decree No 170 dated 21 May 2004 implementing Directive 2002/47/EC on financial collateral arrangements <p>The Company also granted</p> <ul style="list-style-type: none"> (a) a lien (<i>privilegio</i>) and right of retention, pursuant to Article 2761 (3) and (4) of the Italian Civil Code on all Citi Milan Securities beneficially owned by the Company until satisfaction or discharge of all liabilities of the Company to the Chargee incurred in respect of the Services to be provided by the Chargee to the Company, and (b) a lien (<i>privilegio</i>) and right of retention, pursuant to Article 2761 (2) of the Italian Civil Code, on all securities held by the Chargee which, in accordance with the Company's specific Instructions in relation to the Business, have been purchased for the account of the Company and in respect of which the Chargee has agreed or extended or granted financial accommodation or otherwise advanced money to the Company or assumed any financial risk on behalf of the Company for the purposes of such purchase until satisfaction or discharge of all liabilities of the Company to the Chargee incurred in connection with such purchase and any registration of legal ownership of any such securities in the name of the Chargee, any Citi Affiliate, or its nominee (including, without limitation, any liability to pay fees, expenses and/or reasonable legal fees incurred in relation to such purchase and registration) <p>The Supplemental Security Deed also contains further assurances</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. 24**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SCHEDULE TO A SECURITY DEED
DATED 10 FEBRUARY 2010 AND CREATED BY LCH.CLEARNET
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO CITIBANK N.A. 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 10 FEBRUARY
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 FEBRUARY
2010

DX/105



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES