

# M

COMPANIES FORM No. 395

BoE £10  
000332

# 395

## Particulars of a mortgage or charge

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

10

25932

Name of company

\* insert full name  
of Company

\* THE LONDON CLEARING HOUSE LIMITED

Date of creation of the charge

27<sup>th</sup> day of May 1999

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

Supplemental Security Deed dated 27/5/99 (the "Supplemental Security Deed")  
by the Company in favour of Bank of England, Threadneedle Street, London EC2R 8AH (the "Bank") which is  
supplemental to a Security Deed dated 15/3/99 [as amended by a  
further Deed dated 15/3/99] ([together] the "Principal Deed").

Amount secured by the mortgage or charge

By clause 2 of the Principal Deed, the Company covenanted with the Bank that it will duly and punctually pay or discharge to the Bank all debts, obligations and liabilities whatsoever on the date of the Principal Deed and from time to time thereafter (whether before or after the service of a Default Notice) due, owing or incurred by the Company to the Bank (whether solely or jointly, or jointly and severally, with another or others, and whether as principal or surety, and whether actual or contingent, present or future) including (whether before or after any judgment) all interest, costs and other charges whatsoever and including, without limitation, any such debts, obligations, and liabilities which arise out of or in connection with the Facility Agreement, the Principal Deed, any Assured Payment by the Bank, any transfer of stock to the Company by means of the CGO Service, any transfer by a system-beneficiary to the Company by means of the CGO Service, any agreement to make any such transfer, or any issue of stock to the Company by means of the CGO Service, whether such debts, obligations or liabilities are incurred by the Company on its own account or on behalf of a system-beneficiary.

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

The Governor & Company of the Bank of England of Threadneedle Street, London

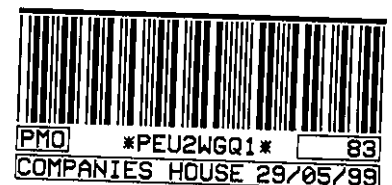
Postcode EC2R 8AH

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

For official Use  
Mortgage Section

Post room

Time critical reference



Short particulars of all the property mortgaged or charged

Without prejudice to the charges, covenants and provisions contained in the Principal Deed as continuing security for the payment or discharge of all liabilities thereby secured, the Company with full title guarantee has charged to the Bank under the Supplemental Security Deed by way of first fixed charge all sums, payments, money, interests, rights and remedies charged by Clause 3.1 of the Principal Deed and has charged to the Bank by way of first floating charge all stock, money, property, assets, benefits, interests, rights and remedies charged by Clause 3.2 of the Principal Deed so that all of them shall stand charged as continuing security for the payment and discharge of all Secured Amounts (including all those becoming due or owing on or after the Effective Date as defined in the attached schedule) in the same terms and with the benefit of the same covenants and provisions as are contained in the Principal Deed (as amended by the Supplemental Security Deed) as if all charges, covenants and provisions contained in the Principal Deed (as thereby amended) were repeated (mutatis mutandis) and set out in extenso in the Supplemental Security Deed.

The attached schedule contains provisions which further define the charges contained in the Principal Deed and which must be read as part of the charges created.

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)

N/A.

Signed

*B. J. Black*

Date

*27/5/99*

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

† 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 The address of the Registrar of Companies is:-

Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No. 022  
to Form No 395 and 410 (Scot)

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

Company number

25932

Name of company

THE LONDON CLEARING HOUSE

Limited \*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

1. The expression "Effective Date" is used in the Supplemental Security Deed to mean the date on which CRESTCo Limited becomes the operator of the CGO Service referred to below.
2. In Clause 1.1 of the Principal Deed the following new definitions will be added or, in the case of existing definitions, will be amended to read as follows:

"Business Day"

has the meaning attributed to that expression in the Glossary of the CGO Manual;

"Cash Memorandum Account"

an account maintained by the CGO Operator in the name of a CGO member which records the cumulative (net) balance at any time in the course of a Settlement Day of Assured Payment Obligations due to or from a Settlement Bank in the specified currency as settlement bank for the relevant CGO member;

"CGO Manual"

the document entitled "CGO Reference Manual" or "CGO Manual" relating to the operation of the CGO Service issued by the CGO Operator;

"CGO Member"

a person who has entered into an agreement with the CGO Operator regulating such person's membership of the CGO Service, or (if the context requires) the CGO Operator (whether in its own right or as nominee for any other person for purposes of the CGO Service);

"CGO Membership Agreement"

an agreement between a person or persons and the CGO Operator regulating such person's or persons' membership of the CGO Service;

"CGO Operator" and "the CGO"

the Bank of England as operator of the CGO Service up to the Effective Date and CRESTCo as operator of the CGO Service from the Effective Date (or such other person as may in the future act as operator in place of CRESTCo);

"CGO Requirements"

all requirements of the CGO Service for the time being applicable including, without limiting the generality of the foregoing:

- (a) all the obligations for the time being applicable to a CGO member under or by virtue of the CGO Membership Agreement and the CGO Manual;
- (b) all the operating procedures set out in the CGO Manual in force from time to time;
- (c) any directions for the time being in force given by or for the CGO Operator pursuant to any provision of the CGO Membership Agreement or the CGO Manual;
- (d) all the provisions for the time being applicable to settlement banks; and
- (e) the CGO Rules;

"CGO Rules"

rules (including within the meaning of the Financial Services Act 1986) made from time to time by the CGO Operator in connection with the CGO Service;

"CGO Service"

the computer based system and associated clerical procedures originally established by the Bank of England and the London Stock Exchange and upgraded by the Bank of England and subsequently transferred on the Effective Date to CRESTCo to facilitate the transfer of Securities (by means of exempt transfer within the meaning of the Stock Transfer Act 1982) and related matters, as operated by the CGO Operator;

"Securities" or "Stock"

specified securities (within the meaning of the Stock Transfer Act 1982) or rights thereto for which the CGO Service provides a method of settlement;

"Service Participant"

any person who has entered into a formal relationship with the CGO Operator regulating such person's participation in the CGO Service (including a settlement bank); and

"Settlement Bank"

in relation to any CGO member and in respect of any specified currency, a bank which from time to time makes and receives Assured Payments, being a bank which has entered into an agreement with the CGO Operator to act as a settlement bank in respect of that CGO member and continues so to act.

**Please complete  
legibly, preferably  
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bold block lettering**

3. **When the changes take effect**

The changes to the Principal Deed set out in the Supplemental Security Deed will take effect from the Effective Date, but without prejudice to all rights and obligations arising under the Principal Deed by reference to any act, omission or event occurring at any time before the Effective Date (to which the Principal Deed will continue to apply without the changes set out in the Supplemental Security Deed).

4. **Continuance of the Principal Deed**

Save as expressly amended by the provisions of the Supplemental Security Deed, the Principal Deed will continue in full force and effect and in particular (but without limitation) the security thereby constituted shall remain in force as continuing security for the payment or discharge of all liabilities thereby secured.

All references in the Principal Deed to "this Deed" will be construed with effect from the Effective Date as references to the Principal Deed as amended by the Supplemental Security Deed, but without prejudice to the other provisions stated in paragraph 3 above.

*B. J. Block*

***Please complete  
legibly, preferably  
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bold block lettering***

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00025932

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY DEED WHICH IS SUPPLEMENTAL TO A SECURITY DEED DATED 15TH MARCH 1999 (AS AMENDED BY A FURTHER DEED DATED 15TH MARCH 1999) (TOGETHER THE "PRINCIPAL DEED") ISSUED BY THE COMPANY DATED THE 27th MAY 1999 AND CREATED BY THE LONDON CLEARING HOUSE LIMITED FOR SECURING BY CLAUSE 2 OF THE PRINCIPAL DEED, THE COMPANY COVENANTED WITH THE BANK THAT IT WILL DULY AND PUNCTUALLY PAY OR DISCHARGE TO THE GOVERNOR & COMPANY OF THE BANK OF ENGLAND ALL DEBTS, OBLIGATIONS AND LIABILITIES WHATSOEVER ON THE DATE OF THE PRINCIPAL DEED AND FROM TIME TO TIME (WHETHER BEFORE OR AFTER THE SERVICE OF A DEFAULT NOTICE) DUE, OWING OR INCURRED BY THE COMPANY TO THE GOVERNOR & COMPANY OF THE BANK OF ENGLAND (WHETHER SOLELY OR JOINTLY, OR JOINTLY AND SEVERALLY, WITH ANOTHER OR OTHERS, AND WHETHER AS PRINCIPAL OR SURETY, AND WHETHER ACTUAL OR CONTINGENT, PRESENT OR FUTURE) INCLUDING (WHETHER BEFORE OR AFTER ANY JUDGMENT) ALL INTEREST, COSTS AND OTHER CHARGES WHATSOEVER AND INCLUDING, WITHOUT LIMITATION, ANY SUCH DEBTS, OBLIGATIONS AND LIABILITIES WHICH ARISE OUT OF OR IN CONNECTION WITH THE FACILITY AGREEMENT, THE PRINCIPAL DEED, ANY ASSURED PAYMENT BY THE GOVERNOR & COMPANY OF THE BANK OF ENGLAND, ANY TRANSFER OF STOCK TO THE COMPANY BY MEANS OF THE CGO SERVICE, ANY TRANSFER BY A SYSTEM-BENEFICIARY TO THE COMPANY BY MEANS OF THE CGO SERVICE, ANY AGREEMENT TO MAKE ANY SUCH TRANSFER, OR ANY ISSUE OF STOCK TO THE COMPANY BY MEANS OF THE GCO SERVICE, WHETHER SUCH DEBTS, OBLIGATIONS OR LIABILITIES ARE INCURRED BY THE COMPANY ON ITS OWN ACCOUNT OR ON BEHALF OF A SYSTEM-BENEFICIARY WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th MAY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JUNE 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE