

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

00400107 ✓

# 395

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

CHFP025

Please do not write in this margin

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

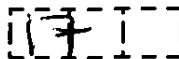
\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



25932

Name of company

\* LCH.Clearnet Limited (the "Company")

Date of creation of the charge

24 March 2009

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

A pledge agreement regarding a settlement account in Sweden dated 24 March 2009 (the "Pledge Agreement") made by the Company in favour of Citibank International plc ("Citi") and 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 International plc, Stockholm Branch, Box 1422. SE-111 84, Stockholm, Sweden  
Citibank N.A., Citigroup Centre, Canada Square, London

Postcode E14 5LB

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

(via CH London Counter)

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

914104/70-40279441/004111

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

MONDAY



\*L848A8L8\*

LD4

30/03/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Schedule 1 (Definitions) and 3 (Short particulars of all the property charged).

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)

None

Signed **Clifford Chance LLP**

Date **30 March 2009**

On behalf of [company] ~~XXXXXXXXXXXX~~ †

*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 Pledge Agreement entered into by**

**LCH.Clearnet Limited (Company No: 25932)**

**Dated 24 March 2009**

## **SCHEDULE 1 DEFINITIONS**

In this form 395:

**"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. Each branch of Citigroup N.A. is to be a separate member of the Citigroup Organisation;

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

**"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 custody and settlement services to be provided to the Company by the Global Settlement Agent 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; Austria, Italy, Belgium, France, Netherlands, Portugal, Norway, Finland, Denmark, Germany, Sweden, United Kingdom

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for borrowing or lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any money and proceeds paid or payable in respect of that asset;

**"Securities"** means all the securities deposited from time to time on the Settlement Account.

**"Security Assets"** means the Securities and the Related Rights and the Settlement Account;

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

**"Settlement Account"** means the Company's Settlement Account provided by Citi in respect of the Swedish Securities Business with the number notified or to be notified to the Company in writing by the Chargee;

**"Settlement Agent"** means a Citi Affiliate performing the 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; and

**"Swedish Securities Business"** means the services provided by the Chargee when acting through its Stockholm branch as Settlement Agent under the Settlement Services Agreement in respect of securities for which the place of issue is Sweden.

**SCHEDULE 2**  
**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

All obligations owing to the Chargee 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).

All obligations owing to Citi 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 respect of the Swedish Securities Business.

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**SCHEDULE 3**  
**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

In the Pledge Agreement, the Company:

- (a) pledged all its rights, title and interest in and to the Security Assets; and
- (b) granted:
  - (i) a continuing general lien on all Securities beneficially owned by the Company;  
and
  - (ii) a specific lien on all securities 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 Citi or 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 Citi and the Chargee incurred in connection with such purchase and any registration of legal ownership of any such Securities in the name of Citi, the Chargee, 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).

The Pledge Agreement contains covenants for further assurance.

The Pledge Agreement contains a negative pledge.



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 25932  
CHARGE NO. 17**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED 24  
MARCH 2009 AND CREATED BY LCH.CLEARNET LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO CITIBANK INTERNATIONAL PLC, STOCKHOLM  
BRANCH AND 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 XII OF THE  
COMPANIES ACT 1985 ON THE 30 MARCH 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 APRIL 2009**



*Companies House*  
— for the record —



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