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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1911

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 supplemental security deed relating to England and Wales dated 24 March 2009 (the "Supplemental Security Deed") made by the Company in favour of Citibank International plc ("Citi") and Citibank N.A. ("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, Citigroup Centre, Canada Square, London

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

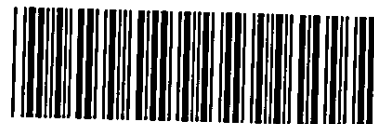
914104/70-40279441/004111

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

MONDAY



L848B8L9

LD4

30/03/2009

71

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

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

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**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 Supplemental Security Deed entered into by

LCH.Clearnet Limited (Company No: 25932)

dated 24 March 2009

SCHEDULES FOR FORM 395

Schedules to Form 395 relating to the Supplemental Security Deed entered into by

LCH.Clearnet Limited (Company No: 25932)

dated 24 March 2009

SCHEDULE 1 DEFINITIONS

In this form 395:

"Account" means each Cash Account from time to time provided by the Chargee to the Company or other deposit placed by the Company with the Chargee or any affiliate of the Chargee;

"Business" means the central counterparty business carried on by the Company from time to time in each Market;

"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;

"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;

"Citi Affiliate Secured Obligations" means any of the Secured Obligations that are owed to Citi in respect of Relevant Securities Business;

"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;

"Clearance System" means the Client 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);

"Country Schedule" 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;

"CSD" means a central securities depository (which for the purposes of this Agreement also includes both a national and international central securities depository, including Euroclear and Clearstream);

"Deposit" means each credit balance from time to time on an Account and all rights, benefits and proceeds in respect thereof;

"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;

"Relevant Securities Business" means the services offered as Settlement Agent under the Settlement Services Agreement in respect of securities for which the place of issue is Belgium, France and the Netherlands, and Portugal;

"Secured Obligations" means 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) 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;

"Securities" means at any time all securities (and all rights, benefits and proceeds attaching to, arising from, or in respect of, such securities) held either:

- (a) in a Settlement Account;
- (b) by any clearance or settlement system on behalf of, for the account of or to the order of, the Company in relation to the Business; or
- (c) any securities recorded in any other account,

and in each case for the time being recorded in a Settlement Account maintained with the Chargee or a Settlement Agent by the Company;

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

"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;

"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; and

"Third Party" means a person who is not a party to the Settlement Services Agreement; and

"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 Client or on its behalf.

SCHEDULE 2
AMOUNT SECURED BY THE MORTGAGE OR CHARGE

4
+
(0)

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 Relevant Securities Business.

SCHEDULE 3
SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

In the Supplemental Security Deed the Company:

- (a) charged by way of first floating charge, in favour of the Chargee as security for the payment and discharge of all of the Secured Obligations all of the Deposits, the Securities, the Accounts and the Settlement Accounts; +95
- (b) charged by way of first floating charge in favour of Citi as security for the payment and discharge of the Citi Affiliate Secured Obligations all of the Deposits, the Securities, the Accounts and the Settlement Accounts insofar as they are provided by or in the custody of Citi; and
- (c) granted:
 - (i) a continuing general lien on all Securities beneficially owned by the Company until the satisfaction of all Secured Obligations of the Company to Citi and the Chargee; 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 (i) satisfaction or discharge of all liabilities of the Company to Citi and the Chargee incurred in connection with such purchase and (ii) any required registration of legal ownership of any such Securities in the name of the Chargee, Citi, 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 Supplemental Security Deed contains covenants for further assurance.

The Supplemental Security Deed 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. 19**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY DEED
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 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**