

# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

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Please do not  
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Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

7

0761813

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

Name of company

\* CITY INDEX LIMITED

(the "Client")

\* insert full name  
of company

Date of creation of the charge

16/3/04

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

Terms of Business Agreement for Fortis Clearing London Limited ("FCL") (the "Agreement")

Amount secured by the mortgage or charge

All the Client's liabilities and obligations to FCL under the terms of the Agreement (or any other documentation entered into between the Client and FCL in connection with the services to be provided pursuant to the Agreement (together the "Terms") or otherwise together with any undertaking controlled by FCL; any direct or indirect parent company of FCL; any undertaking controlled by a direct or indirect parent company of FCL; or any other person whose business or domestic relationship might reasonably be expected to give rise to a community of interest (an "associate").

The performance of the Client's obligations under the Terms and under any transaction or any other obligations of the Client to FCL or any associate of FCL.

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

Fortis Clearing London Limited

Camomile Court, 23 Camomile Street

London

Postcode

EC3A 7PP

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

OUT  
ACC NO: 00400046  
FORTIS CLEARING LONDON LTD  
CAMOMILE COURT  
23 CAMOMILE STREET  
LONDON EC3A 7PP

For official use  
Mortgage Section

Post room

A21  
COMPANIES HOUSE0435  
20/03/04

Time critical reference

Short particulars of all the property mortgaged or charged

See attached continuation sheet No. 4.

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this margin

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legibly, prefe  
in black type  
bold block le

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

18/3/04

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, e.g. "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:-  
Companies House, Crown Way, Cardiff CF4 3UZ.

Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Company number

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

Name of company

\* delete if  
inappropriate

Limited\*

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

Amount due or owing on the mortgage or charge (continued)

Please do not  
write in this  
binding margin

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

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

Short particulars of all the property mortgaged or charged (continued)

Please do not  
write in this  
binding margin

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

By way of first, fixed charge and pledge over all securities, documents of or entering title to property, cash or other assets of any nature held by or subject to the control of FCL by way of deposit or margin (or any nominee or custodian of FCL) for the account of the Client (including without limitation, the benefit of all contractual rights and obligations and any proceeds of sale and any securities or other assets which FCL has agreed to hold as custodian) and by way of general lien and right of set-off.

If and insofar as the charges contained in the Agreement shall for any reason be ineffective as fixed charges they shall take effect as floating charges which FCL may at any time by notice in writing convert into a fixed charge as regards any or all of the charged assets.

Notwithstanding anything contained in the Agreement, the floating charges thereby created shall automatically and without notice operate as a fixed charge immediately the Client charges, pledges or otherwise encumbers (or attempts to charge, pledge or otherwise encumber) any of the assets charged therein without the prior written consent of FCL.

The Client undertakes that it will not charge, assign or otherwise dispose of or create any interest in any deposits, margin, cash, securities or other assets of any nature furnished or deposited with FCL by or on behalf of the Client.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01761813

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A TERMS OF BUSINESS AGREEMENT DATED THE 16th MARCH 2004 AND CREATED BY CITY INDEX LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FORTIS CLEARING LONDON LIMITED 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 20th MARCH 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th MARCH 2004.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —