

M

COMPANIES FORM No 395

Particulars of a mortgage or charge

12 3818/13
395

CHFP000

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

Please do not write
in this margin

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

Pursuant to section 395 of the Companies Act 1985

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

For Official use

Company Number



01761813

Name of Company

*insert full name of
company

CITY INDEX LIMITED (the "Company")

Date of creation of the charge

31 December 2007

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

A fixed and floating security document dated 31 December 2007 (the "**Debenture**") created by the Company and City Index (Holdings) Limited (registration number 02294980) ("**CIHL**") (together the "**Chargors**") in favour of Barclays Bank PLC as security agent for the benefit of the Finance Parties (as defined below) (the "**Security Agent**")

Amount secured by the mortgage or charge

The "**Liabilities**" which are defined in the Debenture as meaning all present and future moneys, debts and liabilities due, owing or incurred by a Chargor to the Security Agent or any other Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

Name and address of the mortgagees or persons entitled to the charge

Barclays Bank PLC as Security Agent for the benefit of the Finance Parties

5 The North Colonnade, Canary Wharf, London

Postcode

E14 4BB

Presentor's name address and
reference (if any)

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel 020 7456 2000

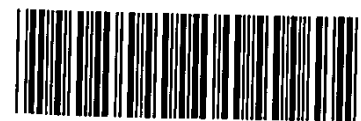
Ref Paul Doe

Please return
via
C/L London Courier

Time critical reference

For official Use
Mortgage Section

MONDAY



LD2

LTVFW5K
07/01/2008
COMPANIES HOUSE

127

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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)

Nil

Signed

Liamlatas Ltd

Date 7 January 2008

On behalf of chargee

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Note

- 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 including 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 Cheques and Postal Orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is -

† Delete as appropriate

Companies House, Crown Way, Cardiff CF4 3UZ

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Short particulars of all the property mortgaged or charged

1 Fixed Charges

Each Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charged in favour of the Security Agent (as trustee for the Finance Parties)

- (a) by way of legal mortgage, all Real Property in England and Wales (including that described in schedule 3 (*Real Property*) of the Debenture as detailed in Note (5) below) now belonging to it,
- (b) by way of fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future, and
- (c) by way of fixed charge, all its present and future
 - (i) Book Debts,
 - (ii) Bank Accounts,
 - (iii) Group Shares (including the shares described in schedule 4 (*Group Shares*) of the Debenture as detailed in Note (3) below),
 - (iv) uncalled capital and goodwill,
 - (v) Intellectual Property (including that described in schedule 7 (*Intellectual Property*) of the Debenture as detailed in Note (4) below),
 - (vi) beneficial interest in any pension fund,
 - (vii) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of clause 3 of the Debenture),
 - (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits, and
 - (ix) all rights under the Hedging Contracts

2 Floating Charge

2.1 Creation

Each Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Agent (as trustee for the Finance Parties) by way of floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed charges*) of the Debenture)

Note (1): the Facility Agreement provides that

1 Security

No Chargor shall create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 22.3 (*Negative pledge*) of the Facility Agreement, except as permitted by that clause

2 Disposal

No Chargor shall (nor shall any Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license,

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sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by clause 22 4 (*Disposals*) of the Facility Agreement

3 Further assurance

Each Chargor shall promptly do whatever the Security Agent requires

- (a) to perfect or protect the Charges or the priority of the Charges, or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction

4 Qualifying Floating Charge

- (a) The floating Charge created by each Chargor pursuant to clause 4 1 of the Debenture (*Creation*) is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act

- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Debenture and the Security Agent may appoint an Administrator of any Chargor pursuant to that paragraph

5 Ranking

The floating Charge created by each Chargor ranks

- (a) behind all the fixed Charges created by that Chargor, but
- (b) in priority to any other Security over the Charged Assets of that Chargor except for Security ranking in priority in accordance with paragraph (f) of schedule 2 (*Rights of Receivers*) of the Debenture and the floating charge created by the Chargors pursuant to the Original Debenture

6 Conversion by notice

The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the relevant Chargor specifying the relevant Charged Assets (either generally or specifically)

- (a) if the Security Agent reasonably considers it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) while an Enforcement Event is continuing

7 Automatic conversion

If

- (a) any Chargor takes any step to create any Security in breach of clause 5 1 (*Security*) of the Debenture over any of the Charged Assets not subject to a fixed Charge, or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

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Note (2): In this Form, except to the extent that the context requires otherwise:

"Accession Letter" means a document substantially in the form set out in schedule 7 (*Form of Accession Letter*) of the Facility Agreement or such other form as may be agreed by CIHL and the Agent.

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act

"Agent" means Barclays Bank PLC

"Ancillary Facility" means an ancillary facility made available by the Ancillary Lender in accordance with Clause 6 (*Ancillary Facilities*) of the Facility Agreement

"Ancillary Facility Document" means a document setting out the terms of an Ancillary Facility

"Ancillary Lender" means Barclays Bank PLC, which agrees to make available Ancillary Facilities in accordance with clause 6 (*Ancillary Facilities*) of the Facility Agreement

"Approved Hedging Broker" means either Calyon Financial SNC, Fortis Bank Global Clearing NV, Prudential Financial Derivatives LLC, Credit Agricole Cheuvreux International Ltd, Dresdner Kleinwort Wasserstein Securities Limited, GNI Touch, IG Markets Limited and Fimat International Banque SA (UK Branch) (FIMAT) or such other hedging broker as the Agent may from time to time approve in writing having been provided with evidence of that hedging broker being authorised by the FSA to conduct its hedging business

"Arranger" means The Royal Bank of Scotland plc and Barclays Capital as mandated lead arrangers (whether acting individually or together)

"Bank Accounts" of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts excluding, for the avoidance of doubt, Segregated Client Bank Accounts held by the Chargor.

"Borrowers" means the Company and CIHL

"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Debenture

"Clients" means clients of the Facility B Borrower who have agreed to the Client Terms and Conditions

"Client Terms and Conditions" means the terms and conditions of the Facility B Borrower which each Client must agree to before entering into transactions with the Facility B Borrower

"Dutch Chargor" means INCAP Gaming B V

"Enforcement Event" means the occurrence of an Event of Default

"Event of Default" means any event or circumstance specified as such in clause 23 (*Events of Default*) of the Facility Agreement

"Facility Agreement" means the facility agreement dated 15 March 2007 between the Borrowers, the Original Guarantors, the Arranger, the Original Lenders, the Agent and the Security Agent, as amended

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pursuant to amendment letters dated 28 June 2007, 28 September 2007, 31 October 2007, 30 November 2007, 14 December 2007 and 31 December 2007

"Facility B Borrower" means the Company

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between, as the case may be, the Arranger and CIHL, the Agent and CIHL or the Security Agent and CIHL setting out any of the fees referred to in clause 12 (*Fees*) of the Facility Agreement

"Finance Document" means the Facility Agreement, any Ancillary Facility Document, any Fee Letter, any Accession Letter, any Security Document and any other document designated as such by the Agent and CIHL

"Finance Party" means the Agent, the Ancillary Lender, the Security Agent, the Arranger or a Lender

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"FSA" means the UK Financial Services Authority

"Group" means CIHL and its Subsidiaries for the time being

"Group Shares" of a Chargor means

- (a) all present and future shares in any Subsidiary or any joint venture entity other than, in the case of the Company only, all present and future shares in IFX Markets, Inc, including the shares issued and outstanding described in schedule 4 (*Group Shares*) of the Debenture,
- (b) all rights relating to any of those shares referred to in paragraph (a) above which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person),
- (c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares referred to in paragraph (a) above,
- (d) all present and future dividends and distributions of any kind and any other sum received or receivable in respect of those shares referred to in paragraph (a) above,
- (e) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of those shares referred to in paragraph (a) above,
- (f) allotments, offers and rights accruing or offered in respect of those shares referred to in paragraph (a) above, and
- (g) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, those shares referred to in paragraph (a) above,

in each case now or in the future owned by it or (to the extent of its interests) in which it now or in the future has an interest

"Hedging Contract" means each hedging agreement entered into from time to time between CIHL and an Approved Hedging Broker, substantially in the form delivered in accordance with Part 1 of schedule 2 (*Conditions precedent*) of the Facility Agreement

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"Insolvency Act" means the Insolvency Act 1986

"Insurances" of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest

"Intellectual Property" of a Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same) including the intellectual property described at Note (4) below

"Lender" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 24 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

"Original Debenture" means the fixed and floating debenture dated 15 March 2007 between the Chargors and the Security Agent

"Original Guarantor" means the Borrowers and IPGL Limited

"Original Lender" means The Royal Bank of Scotland plc, Barclays Bank PLC and Lloyds TSB Bank plc

"Original Share Charge" means the share charge entered into on 15 March 2007 granted by the Dutch Chargor over its shares in the Company in favour of the Security Agent

"Party" means a party to the Facility Agreement

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Documents" means

- (a) the Debenture, the Original Debenture, the Share Charge, the Original Share Charge and the US Share Pledge, and
- (b) any other security document that may at any time be given as security for any of the liabilities pursuant to or in connection with any Finance Document (including those listed in paragraph 13 of Part II of schedule 2 (*Conditions precedent*) of the Facility Agreement)

"Segregated Client Bank Accounts" means all accounts held by such Chargor on behalf of any Client in the ordinary course of trading of such Chargor

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"**Share Charge**" means the share charge dated 31 December 2007 between the Dutch Chargor and the Security Agent in connection with the grant by the Dutch Chargor of a charge over its shares in CIHL in favour of the Security Agent

"**Subsidiary**" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, for the purpose of clause 21 (*Financial covenants*) of the Facility Agreement and in relation to financial statements of the Group and IPGL Limited, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

"**US Share Pledge**" means the share pledge dated 10 April 2007 entered into by the Company over its shares in IFX Markets Inc in favour of the Security Agent

Note (3): Group Shares

CITY INDEX (HOLDINGS) LIMITED

7,500,000 ordinary shares of £0 01 each in City Index Limited

32,058,289 ordinary shares of £0 05 each in IFX Group Limited

CITY INDEX LIMITED

1 ordinary share of £0 05 each in IFX Group Limited

Note (4): Intellectual Property

CITY INDEX LIMITED

Patents

TITLE	APPLICATION NO.	GRANT NO	JURISDICTIONS	STATUS
NONE				

Registered Designs

TITLE	APPLICATION NO.	GRANT NO	JURISDICTIONS	STATUS
NONE				

Trade Marks

MARK	NUMBER	CLASS(ES)	JURISDICTION	STATUS
BINEXX	2355599	Classes 36 and 41	United Kingdom	Current
binexx.com	2355600	Classes 36 and 41	United Kingdom	Current

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CITY INDEX	2261980	Classes 38 and 41	United Kingdom	Current
CI MARKETS	2262495	Classes 36, 38 and 41	United Kingdom	Current
BETOnline	2171699	Classes 36, 38 and 41	United Kingdom	Current
FINANCIAL SHARES BONDS % \$ FINANCIAL SPREADS	2183596	Class 41	United Kingdom	Current
lfx global markets at your fingertips	2359456A	Classes 09, 16 and 36	United Kingdom	Current
global markets at your fingertips	2359456B	Classes 09, 16 and 36	United Kingdom	Current
Trading Academy	2359456C	Classes 09, 16 and 36	United Kingdom	Current
miniCFDs CFDs made easy with finspreads	2365646	Classes 09, 16 and 36	United Kingdom	Current
betbinaries com binary betting powered by finspreads	2391771	Classes 09, 36 and 41	United Kingdom	Current
FINSREADS	2394976	Classes 09, 16, 36 and 41	United Kingdom	Current
finspreads global markets at your fingertips	2394977	Classes 09, 16, 36 and 41	United Kingdom	Current
GReeN CFD	2410620	Classes 09, 36 and 41	United Kingdom	Current
GReeN CFD	2410627	Classes 09, 36, 41	United Kingdom	Current
IFX ARGO	2424951	Classes 09, 16, 36	United Kingdom	Current

Licences and Sub-licences of Intellectual Property

LICENSOR	LICENSEE	DATE	SUBJECT MATTER
NONE			

Domain Names

DOMAIN NAME
actioncfds.com
bankofscotlandcfds.co.uk
barclaysstockbrokersadvisorycfds.co.uk
barclaysstockbrokerscfds-fsb.co.uk

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barclaysstockbrokerscfd-fst co uk
barclaysstockbrokerscfd.com
barclaysstockbrokerscfdtest co uk
barclaysstockbrokersfinancialspreads co uk
barclaysstockbrokersfinancialspreads.com
barclayswealthcfd co uk
bet-online co uk
binaryexchange co uk
binaryexchange.net
binaryfair.com
binaryindex co uk
binaryindex.info
binaryxchange co uk
binaryxchange.net
binexx co uk
binexx.net
binnex co uk
blueindexcfd co uk
blueindexcfdtest co uk
cfdsdirect co uk
charles-stanleyfs co uk
ciforex co uk
ciforex.com
cispain.com
citybinaries co uk
citybinaries.com
citybondtrader co uk
citybondtrader.com
cityindex.com
cityindex.de.com
cityindex.gb.net
cityindex.tv
cityindex.uk.com
cityindex.uk.net
cityindex.us.com
cityindex.web.com
cityindexadvisory co uk
cityindexadvisory.com
cityindexadvisorytest.com
cityindexadvisorytrading co uk
cityindexadvisorytrading.com
cityindexasia.com
cityindexasiatest.com
cityindexbinaries co uk
cityindexbinaries.com
cityindexdubai.com
cityindexeurope co uk

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cityindexeurope com
cityindexeurope net
cityindexfx co uk
cityindexfx com
cityindexglobal com
cityindexgroup com
cityindexindia com
cityindexpartners com
cityindexpartnerships co uk
cityindexpartnerships com
cityindexpartnershiptest com
cityindexspain com
cityindextest co uk
cityindextest2 co uk
cityindextradingadvisory co uk
cityindextradingadvisory com
cityprotrader com
cityspool co uk
cityspool com
comdirectcfds co uk
comdirectcfds com
comdirectspreadbet co uk
comdirectspreadbet com
comdirectspreads co uk
credocfds co uk
credocfds com
davydirectcfds com
drbarclaysadvisorycfds co uk
drbarclaysstockbrokerscfds co uk
drblueindexcfds co uk
drcityindex co uk
drcityindex com
drcityindexadvisory com
drcityindexasia com
drhalifaxcfds co uk
drhargreaveslansdowncfds co uk
drllcfds co uk
drwebcfds co uk
drselftradecfds co uk
drtwaterhousecfds co uk
dslderivatives co uk
dslderivatives com
fastrade-fs co uk
halifaxcfds co uk
halifaxcfds com
halifaxcfdstest co uk
hargreaveslansdowncfds co uk

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hargreaveslansdowncfd.com
hargreaveslansdowncfdtest.com
hargreaveslansdownspreads.co.uk
hargreaveslansdownspreads.com
hichenstrader.co.uk
hmarkettrading.co.uk
hoodlessbrennancfd.co.uk
hoodlessbrennancfd.com
idbderivatives.co.uk
iiadvisorycfd.com
iiicfdtest.com
iwebcfd.co.uk
iwebcfdtest.com
iwebpro.co.uk
iwebspreads.co.uk
iwebspreads.com
killikspreads.co.uk
killikspreads.com
lukecuritiescfd-sb.co.uk
merrion-capitalcfd.com
merrion-stockbrokerscfd.com
nasters.org
pritchardstockbrokerscfd.co.uk
redmaynebentleycfd.co.uk
selftradcfd-sb.co.uk
selftradcfd-sbtest.co.uk
selftradcfd.com
selftradcfdspreadbetting.co.uk
selftradcfdspreadbetting.com
selftradcfdtest.com
selftradespreads.co.uk
selftradespreads.com
sharewatchcfd.co.uk
sharewatchcfd.com
spoofme.co.uk
spreadbet.co.uk
tbdmarkets.co.uk
tbdmarkets.com
tdwaterhousecfdtest.com
thebulliondeskmarkets.co.uk
thebulliondeskmarkets.com
twowaytradcfd.co.uk
worldtraderchamp.co.uk
worldtraderchamp.com
worldtraderchamp.net
worldtraderchampionship.co.uk
worldtraderchampionship.com

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Other Intellectual Property

(i.e. copyright, unregistered trade mark and design rights)

NONE

Note (5): Real Estate

CITY INDEX (HOLDINGS) LIMITED

10-year lease of Third Floor and three basement store rooms, Moorgate Hall, London EC2 dated 9 January 2004 and made between (i) 143/171 Moorgate (No 1) Limited and 143/171 Moorgate (No 2) Limited as the Landlord and (ii) City Index Limited as Tenant

FILE COPY



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 FIXED AND FLOATING CHARGE DATED THE 31st DECEMBER 2007 AND CREATED BY CITY INDEX LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC AS SECURITY AGENT FOR THE BENEFIT OF THE FINANCE PARTIES OR ANY OTHER FINANCE PARTY 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 7th JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JANUARY 2008

L.C.
Cen



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES