

# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

CHWP000

Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of Company

A fee of £10 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

		2
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3766757

Name of company

\*BNY CLEARING SERVICES INTERNATIONAL LIMITED (the "company")

Date of creation of the charge

22<sup>nd</sup> February 2001

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

A Supplement dated 22<sup>nd</sup> Feb 2001 (the "Supplement") to a Main  
Clearing Agreement, Such Supplement being between the company,  
Citibank, N.A (the "Bank") and Citibank International Plc ("CIP").

Amount secured by the mortgage or charge

As set out in the attached Schedule

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

Citibank, N.A

Citibank International Plc

336 The Strand

London

Postcode

WC2R 1HB

Presentor's name address and  
reference (if any) :Citibank, N.A  
336 The Strand  
London  
WC2R 1HB

Time critical reference

For official Use  
Mortgage Section

Post room

LD4  
COMPANIES HOUSE0463  
02/03/01

As set out in the attached Schedule.

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

Date

1<sup>st</sup> March 2001

On behalf of [company/mortgagee/chargee]†

Vice President

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

## **SCHEDULE TO FORM 395 FOR SUPPLEMENT**

### **DEFINITIONS**

#### **"CREST"**

means the settlement system operated by CRESTCo. Limited;

#### **"CREST settlement arrangements"**

includes the settlement bank facility and terms and conditions, the sponsor services facility and terms and conditions and the security deed to secure the liabilities of a CREST member or sponsored member as applicable to the Company;

#### **"Service"**

means CIP acting as general clearing member in relation to the London Stock Exchange central counterparty service for SETS.

### **AMOUNT SECURED BY THE SUPPLEMENT**

By clause 7(1) of the Supplement, the Company secured payment of all of its obligations, actual or contingent, present or future, for payment or delivery (including interest, costs, charges and other expenses), now or at any time hereafter becoming due or owing to CIP and/or the Bank pursuant to or in connection with:

- (a) a master clearing agreement between the Company and the Bank;
- (b) a tri-partite agreement between the Company, CIP and the London Clearing House;
- (c) the Supplement;
- (d) the CREST settlement arrangements made between the Company, CIP or the Bank;
- (e) the rules of CREST, the London Stock Exchange and the London Clearing House in connection with the Service;
- (f) the Bank's or CIP's obligation to the London Clearing House in connection with the Service;
- (g) any transactions effected by the Company from time to time pursuant to the Service.

### **PROPERTY CHARGED**

By clause 7(1) of the Supplement, Company granted a security interest by way of first priority fixed right of security over:

- (a) all rights it has or may now or in the future have against CIP in respect of transactions cleared or to be cleared by CIP for the Company;
- (b) all rights it has or may have now or in future in respect of certain cash accounts of the Company with the Bank;

- (c) all right it has or may have now or in the future in respect of or in connection with securities credited to certain clearing accounts of the Company with the Bank;
- (d) all margin or rights it or the Bank or CIP have or may have now or in the future in respect of margin held or owed by the London Clearing House for or to CIP or the Bank in respect of transactions for or matching transactions for the Company's account; and
- (e)
  - (i) all sums and payments now and from time to time receivable by or for the account of the Company by reason or in respect of any transfer or debit of, or agreement to transfer or debit, securities from any account of or in the name of, or otherwise referable to the Company in CREST or of any transfer by the Company of any of its right, title or interest to or in securities represented to be represented by any credit balance for the time being of any such securities account in CREST, together with all rights and interests in such securities, sums and payments;
  - (ii) all sums and payments from time to time receivable by or for the account of the Company by reason of or in respect of the closing out or liquidation of any unsettled contract relating to any securities in CREST; and
  - (iii) all right, title and interest of the Company to or in all money now or at any time standing to the credit of any accounts of the Company with the Bank designated for use in connection with CREST settlement arrangements, together with all rights relating or attaching thereto, including interest accruing thereon.

CIP or the Bank may prohibit the Company from withdrawing cash or securities from certain cash and clearing accounts of the Company (or from substituting securities in the clearing accounts) with the Bank to the extent that there are outstanding secured obligations.

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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. 03766757

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENT TO A MAIN CLEARING AGREEMENT DATED THE 22nd FEBRUARY 2001 AND CREATED BY BNY CLEARING SERVICES INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CITIBANK INTERNATIONAL Plc AND/OR CITIBANK, N.A PURSUANT TO OR IN CONNECTION WITH (A) A MASTER CLEARING AGREEMENT BETWEEN THE COMPANY AND THE BANK (B) A TRI-PARTITE AGREEMENT BETWEEN THE COMPANY, CIP AND THE LONDON CLEARING HOUSE (C) THE SUPPLEMENT (D) THE CREST SETTLEMENT ARRANGEMENTS MADE BETWEEN THE COMPANY, CIP OR THE BANK (E) THE RULES OF CREST, THE LONDON STOCK EXCHANGE AND THE LONDON CLEARING HOUSE IN CONNECTION WITH THE SERVICE (F) THE BANK'S OR CIP'S OBLIGATIONS TO THE LONDON CLEARING HOUSE IN CONNECTION WITH THE SERVICE (G) ANY TRANSACTIONS EFFECTED BY THE COMPANY FROM TIME TO TIME PURSUANT TO THE SERVICE (ALL TERMS AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd MARCH 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th MARCH 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —