



**VIA EMAIL TO: SECRETARY@CFTC.GOV**

28 February 2014

Ms. Melissa Jurgens  
Commodity Futures Trading Commission  
1155 21<sup>st</sup> Street NW  
Three Lafayette Centre  
Washington DC 20581

Dear Ms. Jurgens:

Pursuant to CFTC regulation §40.6(a), LCH.Clearnet Limited ("LCH.Clearnet"), a derivatives clearing organization registered with the Commodity Futures Trading Commission (the "CFTC"), hereby submits for self-certification several amendments to the LCH.Clearnet Rulebook. LCH.Clearnet proposes to implement the changes to its Rulebook on or after March 14, 2014.

#### **Part I: Explanation and Analysis**

The purpose of the amendments is to adapt the procedures in Procedures Section 4 and FCM Procedures as follows:

- 1) Remove reference to the Clearing House "assuming settlement...". LCH.Clearnet will no longer assume receipt of collateral delivered via triparty mechanisms for transactions where settlement occurs overnight. Therefore calculation of clearing member margin requirement will not include such collateral until settlement is confirmed as complete.
- 2) Include US domiciled custodian, BNY Mellon as a tri-party provider and make small associated changes to distinguish between bilateral and tri-party collateral arrangements.
- 3) Remove the section on Performance Bonds and associated forms. This type of collateral is no longer eligible at the Clearing House.
- 4) Update schedules in respect of collateral delivery and settlement deadlines.
- 5) Minor clarifying amendments and renumbering.



## **Part II: Amendments to the Rules and Regulations of LCH.Clearnet**

The rules and associated description of changes are provided in the Matrix attached as Exhibit A.

The changes are reflected in the blacklined version of the Procedures - Section 4 and the FCM Procedures, attached as Exhibit B and C respectively.

## **Part III: Certification by LCH.Clearnet**

LCH.Clearnet certifies to the CFTC, in accordance with CFTC Regulation §40.6, that the planned changes comply with the Commodity Exchange Act and the CFTC Regulations promulgated there under. LCH.Clearnet further certifies that, prior to submission of this material, in compliance with §39.21 of the Commission's regulations, LCH.Clearnet will post a notice of pending certification with the CFTC and a copy of the submission on the LCH.Clearnet website at [http://www.lchclearnet.com/rules\\_and\\_regulations/ltd/proposed\\_rules.asp](http://www.lchclearnet.com/rules_and_regulations/ltd/proposed_rules.asp)

## **Part IV: Compliance with Core Principles**

LCH.Clearnet will continue to comply with all Core Principles following the introduction of these proposed changes to the LCH.Clearnet Rulebook. LCH.Clearnet has concluded that its compliance with the Core Principles would not be adversely affected by these changes. The changes reflected herein will ensure continued compliance with the Core Principles and, in particular with Core Principle L.

## **Part V: Opposing Views**

There were no opposing views expressed to LCH.Clearnet by its governing board or committee members, members of LCH.Clearnet or market participants that were not incorporated in the changes.

## **Certification**

LCH.Clearnet Limited hereby certifies to the Commodity Futures Trading Commission, pursuant to the procedures set forth in Commission regulation §40.6, that the attached rule submission complies with the Commodity Exchange Act, as amended, and the regulations promulgated there under.



Should you have any questions regarding this submission please contact me at [julian.oliver@lchclearnet.com](mailto:julian.oliver@lchclearnet.com).

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Julian Oliver', written over the printed name.

Julian Oliver, Director Compliance and Public Affairs  
LCH.Clearnet Ltd

Cc: Jay Iyer, LCH.Clearnet  
Kenji Takaki, CFTC  
Shawn Durrani, CFTC

# **LCH.Clearnet Rule Submission**

## **Exhibit A**

Procedures (Section 4) Reference	FCM Procedures Reference	Explanation
	4.1.4	Amended to include reference to Triparty arrangements instructions.
<b>4.2.1</b>		Section is amended to include details of tri-party documentation with respect to the Deed of Charge and reference to ICSD is replaced by “tri-party provider” (BNY is not an ICSD).
<b>4.4</b>		The section heading is updated to make clear the section refers to securities delivered bilaterally.
<b>4.4.1</b>	4.3.1	Securities collateral instruction deadlines for same day settlement are updated. Operational hours have also been amended.
<b>4.4.2</b>	4.3.2	Securities collateral delivery deadlines table is amended.
	4.4 (new)	New section added with details of the Triparty service with Euroclear, Clearstream and BNY Mellon, including sub-paragraphs on general information, lodgement and increase instructions, decrease and closure instructions and description of process in event of Triparty deficits.
	4.4 – 4.83 (old)	Renumbered to 4.5 – 4.93
<b>4.8 – 4.15 (old)</b>		Performance Bonds sections deleted, since this type of collateral is no longer eligible at the Clearing House.
<b>4.16 – 4.17.9 (old)</b>		Renumbered to 4.8 – 4.99
<b>4.8 (new)</b>		Section heading amended to include BNY Mellon
<b>4.8.1 (new)</b>		Triparty agent specific information is added to the section and reference to triparty contingency forms in the appendices is included.
<b>4.8.2 (new)</b>		Last instruction deadline table for lodgement and increases has been updated with revised times and to include BNY Mellon. Paragraph stating that “The Clearing House will assume settlement...” for collateral transactions that settle the following business date has been removed.
<b>4.8.3 (new)</b>		Last instruction deadline table for decrease and closings has been updated with revised times and to include BNY Mellon. New paragraph added describing the process in event of Triparty deficits.
	Appendix 4A	FCM Client Account Lodgement Form amended – “Beneficial Owner Name (full name)” removed and Citibank (Global) account number added.
<b>Appendix 4A and 4B (old)</b>		Deleted since Performance Bonds are no longer eligible collateral at the Clearing House.
<b>Appendix 4A (new)</b>		(Old Appendix C) Client consent form
<b>Appendix 4B – 4D (new)</b>	Appendix 4K – 4M (new)	Euroclear contingency forms
<b>Appendix 4E – 4G (new)</b>	Appendix 4N – 4P (new)	Clearstream contingency forms
<b>Appendix 4J – 4N (old)</b>		Renumbered to 4K – 4O
<b>Appendix 4H – 4J (new)</b>	Appendix 4E – 4J (new)	BNY Mellon contingency forms

**LCH.Clearnet Rule Submission**

**Exhibit B**

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#### 4.1.8 Other Charges

The Clearing House will collect any other charges incurred as deemed necessary using PPS. Examples of such charges may include a Collateral Agent's overnight custody charge, transfer charges or any charges relating to the movement of non-cash Collateral. For a list of the Clearing House's Custody services fees, please refer to, <http://www.lchclearnet.com/fees/ltd/default.asp>

#### 4.1.9 Insurance

It is the Clearing Member's responsibility to have appropriate insurance for any Collateral in the form of a precious metal held with the Clearing House.

### 4.2 Documentation

#### 4.2.1 Deed of Charge

Clearing Members wishing to transfer non-cash Collateral to the Clearing House must first complete a Deed of Charge. This document establishes a fixed charge over the Clearing Member's interests pursuant to the custody relationship which arises upon specified non-cash Collateral being transferred into an account with the Clearing House by the Clearing Member. The document is required to be executed in accordance with the instructions which accompany it. The Deed of Charge covers non-cash Collateral that is transferred to the Clearing House via bilateral settlement, Precious Metals Settlement Agents or via triparty arrangements. [For triparty arrangements using US domiciled custodians an equivalent to the Deed of Charge is incorporated within the relevant triparty agreement documentation.](#) To operate triparty arrangements with the Clearing House an additional Collateral Services Agreement ([or equivalent](#)) must also be executed with the relevant [triparty provider](#) GSD.

The Deed of Charge is available from the Clearing House Risk Department and should be returned on completion to that Department.

#### 4.2.2 Segregation Rules

Where a Clearing Member transfers non-cash Collateral to cover both house and client accounts it must execute two separate Deeds of Charge. Forms relating to transfers and requests for the return of Collateral must indicate the particular account to which they relate. Any non-cash Collateral transferred to the Clearing House will be applied against the Clearing Member's (proprietary or client) margin liabilities as per the relevant documentation.

Non-cash Collateral transferred to the Clearing House in respect of a Clearing Member's client account will not be applied by the Clearing House to his liabilities on a Proprietary Account (see regulation 5(d)).

Non-cash Collateral transferred to the Clearing House in respect of a Clearing Member's Proprietary Account may be applied by the Clearing House towards the discharge of any sum whatsoever which is secured by the relevant Deed of Charge, save that no Collateral (other than House Excess) charged in respect of a Clearing Member's Proprietary Account shall be applied on or towards payment or satisfaction of any of the Clearing Member's liabilities to the Clearing House on any of the Clearing Member's client accounts.

#### 4.2.3 Client Collateral

to the relevant CSD/custodian. Clearing Members must ensure that the details are input correctly in order to avoid unmatched transactions.

It is the responsibility of the Clearing Member to input a cancellation request of any incorrectly input instruction and then subsequently input the correct details in a new instruction. Please note that it may not be possible to cancel an instruction, please see section 4.4.7 below for further details.

The Clearing House will update the status of the instruction in the CMS in relation to the status of the instruction at the CSD/Custodian. On settlement of the transaction the Clearing House will reflect the balance of the securities on the Clearing Member's account and take them into account for the purposes of calculating the Clearing Member's Current Collateral Value.

The Clearing House will notify Clearing Members of the relevant account details for matching. Clearing Members should refer to Appendix 4I to establish the correct place(s) of settlement for a particular security.

The Clearing House will not be liable for any losses to Clearing Members or third parties caused by non-settlement or by a delay in settlement as a result of the actions or omissions of a CSD/custodian or the Clearing Member (save for any liability which by law may not be excluded).

#### 4.4 **Settlement Procedures – Securities [provided on a bilateral basis](#)**

All transactions to transfer securities Collateral to or from the Clearing House will be executed free of payment.

##### 4.4.1 Instruction Deadlines

Clearing Members may input security instruction via the CMS at any time. Instructions will only be actioned by the Clearing House during operational hours.

The Collateral Team operational hours are: Monday – to Friday 08:00 – ~~23~~00hrs UK time.

Instruction deadlines for same day settlement:

CSD/custodian	Deadline for instructions ( <a href="#">UK time</a> )
Euroclear UK/IE (CREST)	14.00
Euroclear internal	<del>17.00</del> 16:30
Fedwire - Citi and BNYMellon	19:00

The Clearing House will input matching instructions to the relevant CSD/custodian for same day settlement when the instructions are received prior to the deadlines above.

##### 4.4.2 Deliveries to and from Local Markets

The Clearing House is bound by the settlement deadlines of the relevant CSD/custodian, Clearing Members should refer to the relevant CSD/custodian for these deadlines. Note that for transactions from local markets the settlement deadline may be earlier than the Clearing House hours of operation and should therefore be instructed

the day before the settlement date i.e. on S-1. Instructions to the Clearing House must be provided at least one hour before the market deadline for same day settlement.

For example:

Deliveries from Local Market	Custodian Deadline	Instruction Deadline to Clearing House <u>(UK time)</u>
Japan	<a href="#">02.4505.55</a>	<a href="#">16.3017.00</a> on S-1
Belgium	14.50	13.50 on S
Italy	15.00	14.00 on S

#### 4.4.3 Transfer of Securities to the Clearing House

Instructions for the transfer of securities to the Clearing House must be input via the CMS prior to the deadlines above for same day settlement. Settled transactions will be taken into account for the purposes of calculating the Clearing Member's Current Collateral Value following settlement.

Transfer instructions for future settlement dates will be instructed same day if received prior to the deadlines. Instructions received after the deadlines will be instructed the following day.

#### 4.4.4 Transfer of Securities from the Clearing House

##### 4.4.4.1 Release where Sufficient Collateral is Available

Instructions to transfer any Collateral comprised in the Clearing Member Current Collateral Balance in respect of a Clearing Member to that Clearing Member via the CMS prior to the deadlines above for same day settlement will be actioned (subject to Rule 4.1.2) on confirmation of those instructions by the Clearing House and, once transferred, the relevant Collateral will no longer be included when calculating the Clearing Member's Current Collateral Value .

##### 4.4.4.2 Release where Sufficient Collateral is Unavailable

Instructions to transfer any Collateral comprised in the Clearing Member Current Collateral Balance in respect of a Clearing Member to that Clearing Member must be input via the CMS before 09:30 UK time. The Clearing Member will then be requested for transfer additional cash Collateral. Following confirmation of receipt of the requested cash Collateral the settlement instruction will (subject to Rule 4.1.2) be sent to the CSD/custodian by the Clearing House, and the Collateral specified in those instructions will (subject to Rule 4.1.2) be transferred to that Clearing Member and, once transferred, will no longer be included when calculating the Clearing Member's Current Collateral Value.

#### 4.4.5 Substitutions

Substitution instructions may be input via the CMS, and will, subject to Rule 4.1.3 and to confirmation of those instructions by the Clearing House, be actioned on the same day if input prior to the deadlines above.

The regime applies to all securities issued on or after 1 January 1997.

**Clearing Members should consult their own tax advisers before lodging Collateral to the Clearing House or submitting any tax documentation.**

#### 4.5.3 Withholding tax – CSDs/Custodians

CSDs/custodians may offer a recovery service for overseas taxes on Government Bonds. The Clearing House will assist in the recovery process and remit to Clearing Members any recovery in withholding tax credited to the Clearing House's account by CSDs/custodians.

In certain cases the CSDs/custodian and Clearing House will withhold tax on a coupon if the correct documentation is not lodged with either CSDs/Custodian and the Clearing House at the time when a coupon is due.

#### 4.6 References

These procedures should be read in conjunction with the relevant user guides and/or manuals of the relevant CSD/custodian. Please also refer to each CSD/custodian for the relevant settlement deadlines in particular those for deliveries from local markets to Clearing House accounts.

#### 4.7 Contingency Arrangements

In the event of an outage of the CMS, Clearing Members will be able to send instructions by fax to the Clearing House.

Clearing Member will be notified of a CMS outage via Member Circular that will notify Clearing Members of the switch to contingency arrangements. Clearing member should then revert to the fax forms for securities found in the annex.

Normal service hours and deadlines will apply to faxed instructions.

Clearing Members will be notified via Member Circular when normal service resumes.

#### 4.8 Performance Bonds

~~Clearing Members must first consult LCH.Clearnet Limited Treasury Operations ("Treasury Operations") about which issuing bank(s) they intend to use for the provision of a performance bond(s). Treasury Operations will advise on whether the proposed arrangements (bank(s) and size of performance bond) are acceptable or not.~~

~~When the arrangements have been agreed, a standard form available from Treasury Operations (Appendix 4A) should be completed by the issuing bank and returned to Treasury Operations.~~

~~If a Clearing Member chooses to cover house and client liabilities using performance bonds, separate performance bonds must be provided for each account. Each performance bond must state the type of account it covers.~~

~~The Clearing House gives no undertaking that on the default of a Clearing Member it will not call and utilise a performance bond provided to it before utilising any other form of cover the Clearing House may hold.~~

The Clearing House only accepts Performance Bonds from a limited range of issuers and limits are applied to the total accepted from any single issuer,

#### **4.9 Lodgement Procedure**

By 16:30 hours the issuing bank delivers the performance bond to Treasury Operations.

If it is in an acceptable form, the performance bond will be entered into the Clearing Member's cover account.

If it is unacceptable, Treasury Operations will contact the issuing bank and the Clearing Member (beneficiary) to inform them that the performance bond has been rejected. The performance bond will not be entered into the Clearing Member's cover account in the banking system.

#### **4.10 Amendment Procedure**

Amendment letters (see Appendix 4B) must be delivered to Treasury Operations before 16:30 hours on any business day. They can be sent by fax to the following number: +44 (0)20 7375 3518 or scanned and emailed to teamcollateral@lchclearnet.com.

Issuing banks should submit amendment letters, in duplicate, on their headed paper. Originals must be forwarded to the Clearing House within two business days of the fax transmission. The Clearing House will sign and return one original.

#### **4.11 Increase in Value of Performance Bonds**

Any Clearing Member wishing to increase the value of a performance bond must first establish whether the increase is within limits and is acceptable to Treasury Operations. If it is, the relevant amendment letters have to be completed and submitted to Treasury Operations by the issuing bank. Upon receipt of these letters (completed to the satisfaction of the Clearing House) increases in the value of the Clearing Member's performance bond (s) will be put into effect.

#### **4.12 Decrease in Value of a Performance Bond**

If the proposed decrease in the value of a performance bond leaves the Clearing Member with sufficient cover for liabilities and the relevant amendment letters are in acceptable form, the decrease in value will become effective. If the proposed decrease leaves the Clearing Member with insufficient cover, the cover balance will be reduced accordingly and the overnight cover calculation will assume the smaller amount. The Clearing House will not sign the amendment letter until the next morning's margin call is complete.

#### **4.13 Amendment of Term**

An amendment to the term will become effective when the Clearing House signs the amendment letter.

#### **4.14 Release Procedure**

By 16:30 hours the issuing bank should contact Treasury Operations to arrange for the release of the performance bond.

~~Under normal circumstances, fourteen calendar days' notice will be required in order to release the performance bond. However, if the performance bond is not being used to cover margins, it may, at the sole discretion of the Clearing House, be released earlier.~~

~~The performance bond will be amended in the Clearing Member's cover account to expire in fourteen calendar days, or at an earlier date if the Clearing House so permits.~~

~~On expiry or cancellation, the performance bond is returned to the issuing bank by the Clearing House.~~

#### ~~4.15~~ **Expiry**

~~Overnight before the Termination Date of the performance bond its value will be deducted from the amount of cover available in the relevant Clearing Member's account.~~

#### ~~4.16~~ **4.8 Triparty Service with Euroclear, and Clearstream and BNY Mellon**

##### ~~4.16.14~~ **4.8.1 General Information**

In order to transfer securities at the Clearing House using an ~~an ICSD~~ Triparty arrangement, Clearing Members, the ~~relevant triparty agent~~ ICSD and the Clearing House must have completed and signed the relevant documentation. Please contact Treasury Operations on +44 (0)207 426 7237 for more information.

Clearing Members may execute a 'Triparty' trade denominated in Euro, Sterling or United States Dollars to cover initial margin requirements at the Clearing House. Triparty instructions must be provided to the Clearing House via the CMS.

Instructions for Euroclear Bank and Clearstream may be input for future settlement dates. Instructions with BNY Mellon must be for same day settlement.

The Clearing House supports triparty arrangements at BNY Mellon using their US domestic platform and only for US eligible securities.

Under the triparty arrangement beneficial ownership for all securities must belong to the clearing member.

In the event that Clearing Members are unable to make triparty instructions via the Collateral Management System (CMS), it will be possible to instruct using the relevant triparty contingency forms found in the appendices of this section.

The Clearing House recommends the Clearing Members prioritise Clearing House trades avoiding any calls for cash Collateral. Calls for cash Collateral in relation to deficits will be made on a separate buffer account within the Clearing House, this account will be set up for automatic repayment and will be interest bearing.

~~Clearing Members must use the relevant triparty forms found in the Appendices to this Section 4~~

**Note:** In these procedures, "S" refers to the settlement day, "S-1" to the working day before settlement day.

4.16.24.8.2 Lodgement and Increase Procedure

<u>Last instruction deadline to the Clearing House for (UK Time):</u>	<u>Last instruction deadline to the Clearing House for (London Time):</u>		
	Euroclear Bank	Clearstream	<a href="#">BNY Mellon</a>
Same day settlement	<del>16.00</del> <a href="#">16.30</a>	<del>15.00</del> <a href="#">16.30</a>	<a href="#">22.30</a>
Next day settlement	<del>16.00</del> <a href="#">16.30</a> (S-1)	<del>15.00</del> <a href="#">16.30</a> (S-1)	<a href="#">N/A</a>

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~~\*The Clearing House will assume settlement of the transaction and include the amount for the purpose of calculating the Clearing Member's Current Collateral Value for next day value only if the settlement instructions are matched by 17.30 (London time). The Clearing House will check that the transaction has been fulfilled by 08.00 on settlement date. Any shortfall will be called in cash via the PPS system and will not be returned the same day.~~

4.16.34.8.3 Decrease and Closing Procedure

<u>Last instruction deadline to the Clearing House for (UK Time):</u>	<u>Last instruction deadline to the Clearing House for (London Time):</u>		
	Euroclear Bank	Clearstream	<a href="#">BNY Mellon</a>
Same day settlement	<del>16.00</del> <a href="#">16.30</a>	<del>15.00</del> <a href="#">16.30</a>	<a href="#">22.30</a>
Next day settlement	<del>16.00</del> <a href="#">16.30</a> (S-1)	<del>15.00</del> <a href="#">16.30</a> (S-1)	<a href="#">N/A</a>

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Sufficient Collateral:

Where the Clearing Member has sufficient Collateral available the release or closure of the triparty transaction will be processed on the same day and the reduction will be taken into account for the purpose of calculating the Member's Current Collateral Value.

Insufficient Collateral:

Where the Clearing Member has insufficient Collateral to release the triparty transaction the Clearing Member's Current Collateral Value will be deemed to be decreased overnight. The following morning the Clearing House will only release the triparty transaction after 09.00 when any PPS cash calls have been confirmed.

Triparty deficits

In the event that the Clearing House determines that a shortfall exists under a triparty arrangement, whether because of a decrease in the value of securities furnished or otherwise, and such shortfall has not been made good by the inclusion of additional securities, the Clearing House shall be entitled to make one or more PPS cash calls in respect of such shortfall. Cash calls in relation to shortfalls will be called in accordance



[with section 3.2 of these procedures and held in a separate account. Such cash shall either be credited to the Clearing Member upon the Clearing Member making good the deficit pursuant to the triparty arrangement or retained as cover if the Clearing Member does not make good the deficit.](#)

#### 4.174.9 Precious Metals

##### 4.17.14.9.1 General information

Only Clearing Members who have been approved to clear LCH EnClear OTC Contracts in the Precious Metals Division and/or HKMEX Service Clearing Members are eligible to provide Precious Metals as Collateral to cover liabilities.

Clearing Members may lodge Precious Metals in unallocated form via a London Precious Metals Clearing Ltd (LPMCL) Clearing Member (referred to as Collateral Agents in this procedure) by transferring to the LCH.Clearnet Ltd Unallocated Precious Metals account:

- Barclays Bank plc (SWIFT BARCGB22PMD)
- a/c LCH Collateral Account
- a/c 32989

Once the Clearing House has converted it into allocated form, the Precious Metals can then be used as Collateral. The Clearing House Collateral Agent may allocate the Precious Metals to more than one vault and the value of the Precious Metals shall be determined by the Clearing House upon allocation.

In these procedures, "S" refers to settlement day, "S-1" to the business day prior to settlement day, "S+1" to the business day after the settlement day.

This service will not be operational on UK Bank Holidays.

Please refer Appendix 4M and 4N for information on Lodgement and Release forms.

##### 4.17.24.9.2 Lodgement Procedure

The Clearing Member should complete a separate Lodgement Form for each transfer of a precious metal to the Clearing House.

##### 4.17.34.9.3 Lodgement Form submitted on S

- (a) By 11:00 hours (London time) on S.

The Clearing Member must submit to the Clearing House a completed Lodgement Form (Appendix 4M) and ensure that a "pay" transfer instruction has been given to its Collateral Agent to credit the Clearing House's Unallocated Precious Metals account with its Collateral Agent.

Lodgement forms will not be accepted after 11:00 hours (London time) on S for lodgement that day.

- (b) By 16:00 hours.

**APPENDIX 4A**

**PERFORMANCE BOND FORM**

**From:** ..... **Date:** .....

**On behalf of:** .....

**Account:** .....

**To:** LCH.Clearnet Limited  
Aldgate House  
33 Aldgate High Street  
London EC3N 1EA

**Attention:** LCH.Clearnet Limited Treasury Operations

Dear Sirs

**PERFORMANCE BOND NO** .....

- ~~1. At the request of [.....] ("Clearing Member") and in consideration of LCH.Clearnet Limited ("the Clearing House") confirming or continuing the membership of the Clearing Member on such basis as the Clearing House may determine we hereby undertake to pay to the Clearing House on the Clearing House's written demand or demands from time to time without set-off or counterclaim or deduction such sum or sums (not exceeding in aggregate the amount and in the currency specified in the proviso below) as the Clearing House may certify in such demand as being any one or more of:~~
- ~~1.1 a sum owed to the Clearing House by the Clearing Member and unpaid and/or the amount of any loss, damage, expense or cost of whatsoever nature suffered or incurred by the Clearing House as a result of the failure by the Clearing Member to pay any amounts due to the Clearing House, or~~
  - ~~1.2 the Clearing House's estimate of the amount likely to become due following any default by the Clearing Member, or~~
  - ~~1.3 the balance finally established by the Clearing House as being due from the Clearing Member to the Clearing House and which is in excess of any principal amount already paid to the Clearing House by us together with (but without prejudice to our obligation to make prompt payment) interest at the Specified Rate from the date of receipt by us of demand until the date of payment.~~
- ~~2. Any demand or demands hereunder shall be in the form of the Schedule, as nearly as circumstances admit and amended as appropriate.~~

- ~~3 Any demand of the nature set out in paragraph 1.2 above must state that it is an estimate and incorporate an undertaking to repay to us the excess (if any) of the amount paid by us over the amount of the liability of the Clearing Member when finally established together with interest on such excess from receipt thereof by the Clearing House until repayment to us. Such interest shall be calculated at the consecutive monthly deposit rates offered by HSBC Bank plc for equivalent amounts throughout the period in question.~~
- ~~4 Any such demands as aforesaid shall be conclusive evidence as between the Clearing House and us of our liability to the Clearing House for the amount stated therein, PROVIDED ALWAYS that:-~~
- ~~4.1 Our maximum aggregate liability in respect of all demands hereunder shall not exceed [currency.....] [amount.....] exclusive of interest due in respect of late payment by us.~~
- ~~4.2 This undertaking shall remain in force until the Termination Date, which shall be the earlier of:~~
- ~~4.2.1 [.....]; or~~
- ~~4.2.2 14.00 hours in London immediately following the expiry of 14 clear days' notice (disregarding the day of service itself) by us to the Clearing House in writing to that effect. We agree that any such notice to the Clearing House, marked for the attention of LCH.Clearnet Limited Treasury Operations, will be delivered by us to the Clearing House during its normal business hours for the conduct of such business at the Clearing House's address stated above (or at such address notified to us by the Clearing House in writing).~~
- ~~4.3 After the Termination Date we shall not be liable except that in respect of a Clearing Member in relation to which a demand shall have been received by us (not being expressly described as a final demand pursuant to paragraph 1.3 above) prior to the Termination Date the Clearing House shall be entitled to make further demands (but not so as to cause our maximum aggregate liability hereunder to be exceeded) not later than 3 months from the Termination Date.~~
- ~~4.4 Any demand must be received by us during our normal business hours for the conduct of such business and at [.....]  
.....  
.....]  
(or such other address in London as we may from time to time notify you for the purpose and which you accept in writing) prior to the Termination Date or the expiry of the 3 month period mentioned in paragraph 3.3, where applicable.~~
- ~~5 For avoidance of doubt our liability hereunder shall not be affected by any time or indulgence given to or compounding with the Clearing Member or any illegality or invalidity in relation to the purported obligations to the Clearing House of the Clearing Member or by any changes from time to time in relation to any rules or regulations from time to time affecting the Clearing House's relations with the Clearing Member~~

~~or by any act matter or thing which but for this provision might have operated to exonerate us as a surety.~~

~~6 The expression "Specified Rate" shall mean:-~~

~~6.1 in relation to an amount expressed in Sterling, the Base Rate for the time being of HSBC Bank Plc, and~~

~~6.2 in relation to an amount expressed in another currency, the day to day Bid Rate quoted by HSBC Bank Plc at or about 11.00 hours in London for overnight deposits of such currency in the London Interbank Market.~~

~~7 This undertaking shall be governed by and construed in accordance with English Law. The International Standby Practices (ICC Publication ISP 98) apply except to the extent of any inconsistency with the terms of this letter.~~

Full Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signed: \_\_\_\_\_

~~\* Insert 14.00 hours in London on specific termination date, if required. If no date is stated, the guarantee will remain in force until determined at 14.00 hours in London immediately after the expiry of 14 clear days' notice by us to the Clearing House in writing to that effect in accordance with paragraph 4.2.2 above.~~

**SCHEDULE**

**[On Clearing House Notepaper]**

To: ~~— [NAME OF BANK]~~

~~— [ADDRESS PER PARA 4.4 OF BOND]~~

Dear Sirs

~~[NAME OF CLEARING MEMBER] (the “Clearing Member”)~~

~~PERFORMANCE BOND NO [.....]~~

~~1. We refer to your Performance Bond referenced above. Terms defined in the Performance Bond have the same meanings where used in this letter.~~

~~2. [WHERE DEMAND MADE UNDER PARAGRAPH 1.1 OF BOND]~~

~~We now demand payment of [currency/amount]. We certify that this represents a sum owing to the Clearing House by the Clearing Member which remains unpaid and/or the amount of any loss, damage, expense or cost of whatsoever nature suffered or incurred by the Clearing House as a result of the failure by the Clearing Member to pay any amounts due to the Clearing House.~~

~~AND/OR~~

~~[WHERE DEMAND MADE UNDER PARAGRAPH 1.2 OF BOND]~~

~~We now demand payment of [currency/amount]. This represents our estimate of the amount likely to become due following a default by the Clearing Member. We confirm that this amount represents an estimate and we undertake to repay to you the excess (if any) of the amount paid by you over the amount of the liability of the Clearing Member when finally established. Any such refund shall be paid together with interest in compliance with the terms of paragraph 3 of the Performance Bond.~~

~~AND/OR~~

~~[WHERE DEMAND MADE UNDER PARAGRAPH 1.3 OF BOND]~~

~~We now demand payment of [currency/amount]. We certify that this represents the balance finally established by the Clearing House as the amount due from the Clearing Member to the Clearing House which is in excess of any amount paid by you to the Clearing House pursuant to paragraph 1.2 of the Performance Bond.~~

~~3. Payment should be made to our account as follows:~~

~~Bank:~~

~~Address:~~

~~Clearing Code:~~

~~Account Number:~~

~~[Other details as appropriate]~~

Yours faithfully

For and on behalf of  
LCH Clearnet Limited

**APPENDIX 4B****GUARANTEE ("PERFORMANCE BOND") AMENDMENT FORM**

[Bank's Headed Paper]

Date:

To: LCH.Clearnet Limited  
Aldgate House  
33 Aldgate High Street  
London EC3N 1EA

Re: Guarantee No: [ \_\_\_\_\_ ]  
Date of Issue: [ \_\_\_\_\_ ]  
Amount: [ \_\_\_\_\_ ]  
On behalf of: [Insert the Clearing Member's Name]  
Account: [State "House" or "Client"]

In consideration of your continuing the membership of [ \_\_\_\_\_ ] (the "Clearing Member") on such basis as you may determine, we hereby agree to amendments to the terms of the above mentioned guarantee (the "Performance Bond") as set out in this letter.

\* ~~Our maximum aggregate liability in respect of all demands under the Performance Bond, previously stated in the Performance Bond as [ \_\_\_\_\_ ], shall be [increased] [decreased] to [ \_\_\_\_\_ ], exclusive of interest due in respect of late payment by us. The period of our undertaking under the Performance Bond previously stated in the Performance Bond to terminate on [ \_\_\_\_\_ ] shall be extended and such undertaking shall remain in force until [ \_\_\_\_\_ ] unless otherwise terminated by notice as provided in the Performance Bond.~~

\* ~~The period of our undertaking under the Performance Bond previously stated in the Performance Bond to remain in force until 14 days' notice by us shall terminate on the earlier of [ \_\_\_\_\_ ] or upon 14 days' notice by us as provided in the Performance Bond.~~

\* ~~The period of our undertaking under the Performance Bond previously stated in the Performance Bond to terminate on [ \_\_\_\_\_ ] shall continue until the expiry of 14 days' notice by us to you in writing to the effect that the Performance Bond shall expire upon the date specified in such notice.~~

~~The amendments agreed between us and set out in this letter shall come into effect upon the date of your signing and returning the attached copy letter to us. This letter amends, supplements and shall be construed as part of the Performance Bond. Subject to the amendments set out in this letter, the Performance Bond shall remain in full force and effect.~~

~~This letter shall be governed by and construed in accordance with English law.~~

~~(\*) One or more of these paragraphs to be included as applicable.~~

Signed: \_\_\_\_\_

**Guarantee ("Performance Bond") Amendment Form**

[Bank's Headed Paper]

Date:

To: LCH.Clearnet Limited  
 Aldgate House  
 33 Aldgate High Street  
 London EC3N 1EA

Re: Guarantee No: [ \_\_\_\_\_ ]  
 Date of Issue: [ \_\_\_\_\_ ]  
 Amount: [ \_\_\_\_\_ ]  
 On behalf of: [Insert the Clearing Member's Name]  
 Account: [State "House" or "Client"]

In consideration of your continuing the membership of [ \_\_\_\_\_ ] (the "Clearing Member") on such basis as you may determine, we hereby agree to amendments to the terms of the above mentioned guarantee (the "Performance Bond") as set out in this letter.

\* ~~Our maximum aggregate liability in respect of all demands under the Performance Bond, previously stated in the Performance Bond as [ \_\_\_\_\_ ], shall be [increased] [decreased] to [ \_\_\_\_\_ ], exclusive of interest due in respect of late payment by us.~~

\* ~~The period of our undertaking under the Performance Bond previously stated in the Performance Bond to terminate on [ \_\_\_\_\_ ] shall be extended and such undertaking shall remain in force until [ \_\_\_\_\_ ] unless otherwise terminated by notice as provided in the Performance Bond.~~

\* ~~The period of our undertaking under the Performance Bond previously stated in the Performance Bond to remain in force until 14 days' notice by us shall terminate on the earlier of [ \_\_\_\_\_ ] or upon 14 days notice by us as provided in the Performance Bond.~~

\* ~~The period of our undertaking under the Performance Bond previously stated in the Performance Bond to terminate on [ \_\_\_\_\_ ] shall continue until the expiry of 14 days' notice by us to you in writing to the effect that the Performance Bond shall expire upon the date specified in such notice. The amendments agreed between us and set out in this letter shall come into effect upon the date of your signing and returning the attached copy letter to us. This letter amends, supplements and shall be construed as part of the Performance Bond. Subject to the amendments set out in this letter, the Performance Bond shall remain in full force and effect.~~

~~This letter shall be governed by and construed in accordance with English law.~~

~~(\* ~~One or more of these paragraphs to be included as applicable.~~~~

Signed: \_\_\_\_\_



ON DUPLICATE

~~We have read the above letter and agree to its terms.~~

~~For and on behalf of LCH.Clearnet Limited~~

Signature: \_\_\_\_\_

Name/Position: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX 4AC**

**CLIENT CONSENT FORM**

Client Consent Form can be found at the following link:

[http://www.lchclearnet.com/Images/Client%20Consent%20Form\\_tcm6-60957.pdf](http://www.lchclearnet.com/Images/Client%20Consent%20Form_tcm6-60957.pdf)

**APPENDIX 4BDF**

**CONTINGENCY MEMBER TRIPARTY LODGEMENT FORM**



**MEMBER TRIPARTY LODGEMENT FORM**

**EUROCLEAR**

Version 1: July 2007

To LCH.Clearnet Limited ("the Clearing House")

LCH.Clearnet Limited Ref No: 00001ATS

From Clearing Member (full name) \_\_\_\_\_

House/Client\* Mnemonic \_\_\_\_\_ \*Please delete as appropriate

We are entitled to the entire beneficial interest in these securities.

We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system (in the United Kingdom or elsewhere) which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator and in particular we consent to the securities being held in the Euroclear clearance system subject to fungibility regime organised by the Belgian Royal Decree No.62 of 10 November 1967 promoting the circulation of securities as amended from time to time.

Execution Date	Currency	Nominal Amount	Collateral Giver Account Number	Collateral Taker Account Number

Signatories for and on behalf of  
The Clearing Member

1. \_\_\_\_\_  
(Signature) (Print Name) (Position)

2. \_\_\_\_\_  
(Signature) (Print Name) (Position)

Date: \_\_\_\_\_

**APPENDIX 4CEG**

**CONTINGENCY MEMBER TRIPARTY AMENDMENT FORM**



**MEMBER TRIPARTY AMENDMENT FORM**

**EUROCLEAR**

Version 1: May 2007

To LCH.Clearnet Limited ("the Clearing House")

From Clearing Member (full name) \_\_\_\_\_

House/Client\* Mnemonic \_\_\_\_\_ \*Please delete as appropriate

We are entitled to the entire beneficial interest in these securities.

We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system (in the United Kingdom or elsewhere) which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator and in particular we consent to the securities being held in the Euroclear clearance system subject to fungibility regime organised by the Belgian Royal Decree No.62 of 10 November 1967 promoting the circulation of securities as amended from time to time.

Execution Date	Lodgement Number	Increase/Decrease	Amount of Increase/Decrease	Currency	New Nominal Amount	Collateral Giver Account Number	Collateral Taker Account Number

Signatories for and on behalf of The Clearing Member

1. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

2. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

Date: \_\_\_\_\_

**APPENDIX 4DFH**

**CONTINGENCY MEMBER TRIPARTY CLOSING FORM**



**MEMBER TRIPARTY CLOSING FORM**

**EUROCLEAR**

Version 1: May 2007

To LCH.Clearnet Limited ("the Clearing House")

From Clearing Member (full name) \_\_\_\_\_

House/Client\* Mnemonic \_\_\_\_\_ \*Please delete as appropriate

Lodgement Number	Closing Date & Execution Date	Currency	Nominal Amount	Collateral Giver Account Number	Collateral Taker Account Number

Signatories for and on behalf of  
The Clearing Member

1. \_\_\_\_\_  
(Signature) (Print Name) (Position)

2. \_\_\_\_\_  
(Signature) (Print Name) (Position)

Date: \_\_\_\_\_

**APPENDIX 4EG**

**CONTINGENCY MEMBER TRIPARTY LODGEMENT FORM**



**MEMBER TRIPARTY LODGEMENT FORM**

**CLEARSTREAM**

Version 1: July 2007

To LCH.Clearnet Limited ("the Clearing House")

LCH.Clearnet Limited Ref No:

From Clearing Member (full name) \_\_\_\_\_

House/Client\* Mnemonic \_\_\_\_\_ \*Please delete as appropriate

We are entitled to the entire beneficial interest in these securities.

We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system (in the United Kingdom or elsewhere) which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator and in particular we consent to the securities being held in the Clearstream clearance system subject to the fungibility regime organised by the Luxembourg Law of 1 August 2001 on the circulation of securities and other financial instruments as amended from time to time.

Execution Date	Currency	Nominal Amount	Collateral Giver Account Number	Collateral Taker Account Number

Signatories for and on behalf of  
The Clearing Member

1. \_\_\_\_\_  
(Signature) (Print Name) (Position)

2. \_\_\_\_\_  
(Signature) (Print Name) (Position)

Date: \_\_\_\_\_

**APPENDIX 4FH**

**CONTINGENCY MEMBER TRIPARTY AMENDMENT FORM**



**MEMBER TRIPARTY AMENDMENT FORM**

**CLEARSTREAM**

Version 1: May 2007

To LCH.Clearnet Limited ("the Clearing House")

From Clearing Member (full name) \_\_\_\_\_

House/Client\* Mnemonic \_\_\_\_\_ \*Please delete as appropriate

We are entitled to the entire beneficial interest in these securities.

We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system (in the United Kingdom or elsewhere) which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator and in particular we consent to the securities being held in the Clearstream clearance system subject to the fungibility regime organised by the Luxembourg Law of 1 August 2001 on the circulation of securities and other financial instruments as amended from time to time.

Execution Date	Lodgement Number	Increase/Decrease	Amount of Increase/Decrease	Currency	New Nominal Amount	Collateral Giver Account Number	Collateral Taker Account Number

Signatories for and on behalf of  
The Clearing Member

1. \_\_\_\_\_  
(Signature) (Print Name) (Position)

2. \_\_\_\_\_  
(Signature) (Print Name) (Position)

Date: \_\_\_\_\_

**APPENDIX 4G**

**CONTINGENCY MEMBER TRIPARTY CLOSING FORM**



**MEMBER TRIPARTY CLOSING FORM**

**CLEARSTREAM**

Version 1: May 2007

To LCH.Clearnet Limited ("the Clearing House")

From Clearing Member (full name) \_\_\_\_\_

House/Client\* Mnemonic \_\_\_\_\_ \*Please delete as appropriate

Lodgement Number	Closing Date & Execution Date	Currency	Nominal Amount	Collateral Giver Account Number	Collateral Taker Account Number

Signatories for and on behalf of  
The Clearing Member

1. \_\_\_\_\_  
(Signature) (Print Name) (Position)

2. \_\_\_\_\_  
(Signature) (Print Name) (Position)

Date: \_\_\_\_\_

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**APPENDIX 4H**

**CONTINGENCY MEMBER TRIPARTY LODGEMENT FORM**



**MEMBER TRIPARTY LODGEMENT FORM**

**BNY Mellon US domestic platform (GSCX)**

Version 1: Mar 2014

To LCH.Clearnet Limited ("the Clearing House")

LCH.Clearnet Limited Ref No:

From Clearing Member (full name) \_\_\_\_\_

House/Client\* \_\_\_\_\_ Mnemonic \_\_\_\_\_ \*Please delete as appropriate

We are entitled to the entire beneficial interest in these securities.

We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator.

<u>Execution Date</u>	<u>Currency (USD only)</u>	<u>Amount</u>	<u>Collateral Giver Account Number</u>	<u>Collateral Taker Account Number</u>

Signatories for and on behalf of  
The Clearing Member

1. \_\_\_\_\_  
(Signature) (Print Name) (Position)

2. \_\_\_\_\_  
(Signature) (Print Name) (Position)

Date: \_\_\_\_\_

**APPENDIX 4I**

**CONTINGENCY MEMBER TRIPARTY AMENDMENT FORM**



**MEMBER TRIPARTY AMENDMENT FORM**

**BNY Mellon US domestic platform (GSCX)**

Version 1: Mar 2014

To LCH.Clearnet Limited ("the Clearing House")

From Clearing Member (full name) \_\_\_\_\_

House/Client\* \_\_\_\_\_ Mnemonic \_\_\_\_\_ \*Please delete as appropriate

We are entitled to the entire beneficial interest in these securities.

We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator.

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<u>Execution Date</u>	<u>CMS Reference</u>	<u>Increase/Decrease</u>	<u>Currency</u>	<u>New Amount</u>	<u>Collateral Giver Account Number</u>	<u>Collateral Taker Account Number</u>

Signatories for and on behalf of The Clearing Member

1. \_\_\_\_\_  
 (Signature) (Print Name) (Position)


2. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

Date: \_\_\_\_\_



**APPENDIX 4KJ**

**CONTINGENCY COLLATERAL LODGEMENT FORM**



**CONTINGENCY COLLATERAL LODGEMENT FORM**

Version 1: December 2011

To: LCH.Clearnet Limited (the "Clearing House")                      LCH.Clearnet Limited Ref No:

From: Clearing Member (full name).....

**House/Client/Buffer\***                      Mnemonic: .....                      \*Please delete as appropriate

We are/A client is\* entitled to the entire beneficial interest in these securities. (If a client is entitled to the entire beneficial interest, a Client Consent Form must be completed by the client and submitted to the Clearing House.)

\*Please delete as appropriate


Beneficial Owner Name (full name) \_\_\_\_\_

We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system (in the United Kingdom or elsewhere) which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator and in particular we consent to the securities being held in the Euroclear clearance system subject to the fungibility regime organised by the Belgian Royal Decree No. 62 of 10 November 1967 promoting the circulation of securities as amended from time to time.

Security Code Number	Settlement Date	Trade Date	Amount/Nominal Value	Description of Security		
Delivery from: Depository/Agent (for US Securities, Broker Code):						
Account Holder:						
Account Number:						
Beneficial Owner Italian Tax ID:						
Delivery to:						
<b>BONY (US Owners)</b>	<b>BONY (Non-US Owners)</b>	<b>Citibank (US Owners)</b>	<b>Citibank (Non-US Owners)</b>	<b>Euroclear Bank (Global)</b>	<b>Euroclear Bank (Italian)</b>	<b>Euroclear UK &amp; Ireland (Crestco)</b>
<b>735136</b>	<b>735137</b>	<b>090401</b>	<b>090372</b>	<b>91205</b>	<b>91737</b>	<b>5165</b>
Signatories for and on behalf of the Clearing Member:						
		1.	(Signature)	(Print Name)	(Position)	
		2.	(Signature)	(Print Name)	(Position)	
Date:						

**APPENDIX 4LK**

**CONTINGENCY COLLATERAL RELEASE FORM**

 LCH.CLEARNET				
<b>CONTINGENCY COLLATERAL RELEASE FORM</b>				
Version 1: February 2011				
To: LCH.Clearnet Limited (the "Clearing House")				
From: Clearing Member (full name).....				
<b>House/Client Account</b> Mnemonic: ..... *Please delete as appropriate				
We hereby request you to release the securities described below.				
Security Code Number (e.g.: ISIN)	Delivery Date	Trade Date	Amount/Nominal Value(Issue - Coupon - Maturity)	Description of Security
(The Clearing House Ref No: ..... (from lodgement form)				
Delivery to: Depository/Agent US Securities, Broker Code Account Holder: Account Number				
Signatories for and on behalf of the Clearing Member:				
1. (Signature) (Print Name) (Position)				
2. (Signature) (Print Name) (Position)				
Date:				
To: THE ABOVE-NAMED CLEARING MEMBER The release of the above-mentioned securities is agreed.				
For and on behalf of LCH.Clearnet Limited Date Time				
(Authorised Signatory)				

Registered in England No. 25932 Registered Office: Aldgate House, 33 Aldgate High Street, London EC3N 1EA  
 Recognised as a Clearing House under the Financial Services and Markets Act 2000.


LCH.CLEARNET LIMITED COPY

**APPENDIX 4ML****LCH.CLEARNET ACCOUNTS FOR DELIVERY OF MARGIN COLLATERAL EXCLUDING FCM CLIENT**


	Margin Collateral						
	Bank of New York		Citibank		Euroclear Bank		Euroclear UK & Ireland
	735136	735137	090401	090372	91205	91737	5165
Australia					X		
Austria					X		
Belgium					X		
Canada					X		
Denmark					X		
EUR Agencies					X		
Finland					X		
France					X		
Germany					X		
Italy						X	
Japan					X		
Luxembourg					X		
Netherlands					X		
Norway					X		
Spain					X		
Sweden					X		
United Kingdom							X
United States	X	X	X	X			
US Agencies	X	X	X	X			

**APPENDIX 4NM**

**PRECIOUS METAL COLLATERAL LODGEMENT FORM**

	<p><b>Precious Metal Collateral Lodgement Form</b></p> <p style="text-align: right;">Version 11: April 2011</p> <p>LCH.Clearnet Limited Ref No: _____</p> <p>To: LCH.Clearnet Limited (the "Clearing House")</p> <p>From Clearing Member (full name): _____</p> <p>_____</p> <p><b>House/Client Account*</b>                      <b>Mnemonic:</b> _____ <small>*Please delete as appropriate</small></p> <p><b>We are</b> entitled to the entire beneficial interest in the Precious Metal described below and wish to provide it by way of security for the arrangements described in this Lodgment Form</p> <p>We acknowledge that (i) the Precious Metals may be held by the Clearing House in an unallocated account and/or through an allocated account via vault of the Clearing House held with or through an institution ("<b>LPMCL Precious Metals Agent</b>") which is a member of London Precious Metals Clearing Limited ("<b>LPMCL</b>"), (ii) the Precious Metals may be held subject to the terms of AURUM (the electronic matching and settlement system operated by LPMCL), (iii) the Clearing House has no responsibility for the performance of, or any default on the part of, any such LPMCL Precious Metals Agent, LPMCL or any associated custodian, system or operator and (iv) we consent to the Precious Metals being held in or through an unallocated and/or allocated account on the terms just described.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 5px;"> <thead> <tr> <th style="width: 30%;">Description of Precious Metal</th> <th style="width: 20%;">Weight Oz (round 400oz lots, minimum 10,000oz)</th> <th style="width: 20%;">Lodgement date</th> <th style="width: 30%;">Member Ref</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 5px;"> <thead> <tr> <th style="width: 25%;">AURUM Client name</th> <th style="width: 25%;">AURUM Client ID</th> <th style="width: 25%;">AURUM Client Account Ref</th> <th style="width: 25%;">AURUM members Clearer ID</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 5px;"> <thead> <tr> <th colspan="2" style="text-align: center;">AURUM account details</th> </tr> </thead> <tbody> <tr> <td style="width: 25%;">Clearing House Account No</td> <td>To Barclays Bank plc (SWIFT BARCGB22PMD) a/c LCH Collateral Account a/c 32989</td> </tr> </tbody> </table> <p>Signatories for and on behalf of the Clearing Member:</p> <p>1. _____ (Signature)                      (Print Name)                      (Position)</p> <p>2. _____ (Signature)                      (Print Name)                      (Position)</p> <p>Date: _____</p>	Description of Precious Metal	Weight Oz (round 400oz lots, minimum 10,000oz)	Lodgement date	Member Ref					AURUM Client name	AURUM Client ID	AURUM Client Account Ref	AURUM members Clearer ID					AURUM account details		Clearing House Account No	To Barclays Bank plc (SWIFT BARCGB22PMD) a/c LCH Collateral Account a/c 32989
Description of Precious Metal	Weight Oz (round 400oz lots, minimum 10,000oz)	Lodgement date	Member Ref																		
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<p><b>To: THE ABOVE-NAMED CLEARING MEMBER</b></p> <p>We accept the Precious Metal as "Charged Property" transferred to us under the Charge over Precious Metals which you have executed in our favour and, where necessary or appropriate for these purposes, the Precious Metal shall be included in the Schedule to the Form of Charge over Precious Metals as Charged Property in order to complete the collateral arrangements.</p> <p>For and on behalf of LCH Clearnet Limited                      Date: _____                      Time: _____</p> <p>(Authorised Signatory): _____</p> <p>25932 Registered Office: Aldgate House, 33 Aldgate High Street, London EC3N 1EA</p>																					

**APPENDIX 4ON**

	<p><b>Precious Metal Collateral Release Form</b></p> <p>Version 11: April 2011</p> <p>LCH.Clearnet Limited Ref No: _____</p>								
<p>To: LCH.Clearnet Limited (the "Clearing House")</p> <p>From Clearing Member (full name): _____</p>									
<p><b>House/Client Account*</b></p>	<p><b>Mnemonic:</b> _____ <small>*Please delete as appropriate</small></p>								
<p><b>We hereby request you to delete the Precious Metal described below from The Schedule of the Charge over Precious Metals which we have executed in your favour.</b></p>									
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<p><b>To: THE ABOVE-NAMED CLEARING MEMBER</b></p> <p>The deletion of the above-mentioned Precious Metal from The Schedule of the Charge over Precious Metals which you have executed in our favour is agreed.</p> <p>For and on behalf of LCH Clearnet Limited      Date: _____      Time: _____</p> <p>(Authorised Signatory): _____</p> <p>Registered in England No. 25932 Registered Office: Aldgate House, 33 Aldgate High Street, London EC3N 1EA Recognised as a Clearing House under the Financial Services and Markets Act 2000.      LCH.CLEARNET LIMITED COPY</p>									



**LCH.Clearnet Rule Submission**

**Exhibit C**

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FCM Client which has been passed to it by an FCM Clearing Member, before utilizing any other form of Collateral the Clearing House may hold.

#### 4.1.3 Additional General Information

The Clearing House is, at its sole discretion, entitled to determine what will be acceptable to it as Collateral and to determine when a security will cease to be acceptable as Collateral.

If any instrument or security, lodged in accordance with any of the following procedures, is in any way found to be unacceptable, it will immediately be given a zero value in the FCM Clearing Member's cover account with the Clearing House. Replacement Collateral may be required immediately from the FCM Clearing Member.

#### 4.1.4 Instructions

The Clearing House accepts instructions to lodge, release and transfer cash and securities via the Collateral Management system “CMS” and the triparty arrangements described in FCM regulation 4.8 (Triparty Service with Euroclear, Clearstream and BNY Mellon). Instructions for other types of Collateral must be sent via fax using the appropriate form in the annex. The lodgement/release forms must be sent in by fax and email to:

- Email to: collateral.ops.uk@lchclearnet.com
- Fax: + 44 (0)20 7375 3518
- Treasury Operations can be contacted on +44 (0)207 426 7593

Originals of faxed instructions need to be sent into the Clearing House within fourteen days for contingency purposes.

The Clearing House is entitled to act upon Collateral Management system instructions and faxed instructions or communications appearing to have been issued by, on behalf of, or have come from, an FCM Clearing Member. These will be accepted by the Clearing House as genuine, even if, for example, they are later found:

- to be inaccurate, whether in whole or in part; or
- not to have been given by the FCM Clearing Member or an FCM Client or with the authority of the Clearing Member or FCM Client.

The Clearing House will only accept delivery of securities in accordance with these FCM Procedures, and will not sell, purchase or encash securities for FCM Clearing Members, except in so far as it is acting under its Default Rules and related provisions of the FCM Rulebook or in relation to Exchange Rules.

The Clearing House reserves the right to require an FCM Clearing Member to execute revised versions of the Form of Charge and Client Consent documentation whenever the Clearing House, at its sole discretion, considers that it would be appropriate.

The Clearing House will not be liable for any losses of FCM Clearing Members or third parties caused by non-settlement or a delay in settlement as a result of the actions or omissions of a CSD/custodian or the FCM Clearing Member (save for any liability which by law may not be excluded).

#### 4.3.1 Instruction deadlines

FCM Clearing Members may input security instructions via the Collateral Management system at any time. Instructions will only be auctioned by the Clearing House during operational hours.

The Collateral Team operational hours are: Monday — to Friday, 08:00 to ~~23~~00hrs UK time.

Instruction deadlines for same day settlement:

CSD/custodian	Deadline for instructions (UK Time)
Euroclear UK/IE (CREST)	14.00
Euroclear internal	<del>16:30</del> 17.00
Citi and BoNY Mellon	19:00

The Clearing House will input matching instructions to the relevant CSD/custodian for same day settlement when the instructions are received prior to the deadlines above.

#### 4.3.2 Deliveries to and from local markets

The Clearing House is bound by the settlement deadlines of the relevant CSD/custodian, FCM Clearing Members should refer to the relevant CSD/custodian for these deadlines. Note that for transactions from local markets the settlement deadline may be earlier than the Clearing House hours of operation and should therefore be instructed the day before settlement date (*i.e.*, on S-1). Instructions to the Clearing House must be provided at least one hour before the market deadline for same day settlement.

For example:

Deliveries from local market	Custodian deadline (UK time)	Instruction deadline to Clearing House (UK time)
Japan	<del>02.45</del> 05.55	<del>16.30</del> 17.00 on S-1
Belgium	14.50	13.50 on S
Italy	15.00	14.00 on S

#### **4.4 Triparty Service with Euroclear, Clearstream and BNY Mellon**

##### **4.4.1 General Information**

In order to transfer securities at the Clearing House using a Triparty arrangement, FCM Clearing Members, the relevant triparty agent and the Clearing House must have completed and signed the relevant documentation. Please contact Treasury Operations on +44 (0)207 426 7237 for more information.

Under a triparty arrangement, the amount which an FCM Clearing Member may commit to deliver eligible securities for (to cover initial margin requirements at the Clearing House) may be denominated in Euro, Sterling or United States Dollars. Triparty instructions should be provided to the Clearing House via the Collateral Management System. In the event that FCM Clearing Members are unable to make triparty instructions via the Collateral Managements System, it will be possible to use the relevant triparty contingency forms found in the appendices to this section.

All securities furnished by an FCM Clearing Member to the Clearing House pursuant to a triparty arrangement must be the sole legal and beneficial property of the FCM Clearing Member or furnished for the purposes of these FCM regulations with the legal and beneficial owners unconditional consent and with the authority granted to the FCM Clearing Member to re-pledge such property to the Clearing House.

Instructions to Euroclear Bank and Clearstream may be input for future settlement dates. Instructions to BNY Mellon must be for same day settlement.

FCM Clearing Members may only use BNY Mellon as triparty agent for FCM Client business. The Clearing House supports triparty arrangements at BNY Mellon using their US domestic platform and only for US eligible securities.

Each initial delivery of securities to the Clearing House pursuant to a triparty arrangement must be for value of at least one million GBP, EUR or USD.

**Note:** In these procedures, "S" refers to the settlement day, "S-1" to the working day before settlement day.

##### **4.4.2 Lodgement and Increase Procedure**

<u>Last instruction deadline to the Clearing House for (UK Time):</u>			
	<u>Euroclear Bank</u>	<u>Clearstream</u>	<u>BNY Mellon</u>
<u>Same day settlement</u>	<u>16.30</u>	<u>16.30</u>	<u>22.30</u>
<u>Next day settlement</u>	<u>16.30 (S-1)</u>	<u>16.30 (S-1)</u>	<u>N/A</u>

##### **4.4.3 Decrease and Closing Procedure**

<u>Last instruction deadline to the Clearing House for (UK Time):</u>			
	<u>Euroclear</u>	<u>Clearstream</u>	<u>BNY Mellon</u>

	<u>Bank</u>		
<u>Same day settlement</u>	<u>16.30</u>	<u>16.30</u>	<u>22.30</u>
<u>Next day settlement</u>	<u>16.30 (S-1)</u>	<u>16.30 (S-1)</u>	<u>N/A</u>

The FCM Clearing Member may request that the Clearing House release some or all securities under a triparty arrangement back to the FCM Clearing Member, provided that the Clearing House is satisfied that it otherwise has sufficient collateral from the FCM Clearing Member to maintain its required Current Collateral Value. Such release may be processed as described as below depending on whether the FCM Clearing Member has sufficient collateral, and will be taken into account in determining the FCM Clearing Member's Current Collateral Value thereafter.

Sufficient Collateral:

Where the Clearing House determines that the FCM Clearing Member has sufficient collateral available, the Clearing House will issue on the same day under triparty arrangement to release the relevant securities back to the FCM Clearing Member..

Insufficient Collateral:

Where the FCM Clearing Member has insufficient Collateral to release the triparty transaction the Clearing Member's Current Collateral Value will be deemed to be decreased overnight. The following morning the Clearing House will only release the triparty transaction after 09.00 when any PPS cash calls have been confirmed.

Triparty deficits

In the event that the Clearing House determines that a shortfall exists under a triparty arrangement, whether because of a decrease in the value of securities furnished or otherwise, and such shortfall has not been made good by the inclusion of additional securities, the Clearing House shall be entitled to make one or more PPS cash calls in respect of such shortfall. Cash calls in relation to shortfalls will be called in accordance with section 3.2 of these procedures and held in a separate account. Such cash shall either be credited to the FCM Clearing Member upon the FCM Clearing Member making good the deficit pursuant to the triparty arrangement or retained as cover if the FCM Clearing Member does not make good the deficit.


#### **4.44.5 Withholding Taxes**

##### **4.4.44.5.1 US Withholding Taxes**

US income tax laws impose a withholding tax on payments of US source interest, including original issue discount, to a foreign person unless an exemption or reduced rate applies. Interest is US source income, if the debtor is a US corporation. Interest on debt obligations issued after July 18 1984 is generally exempt from US withholding tax. In addition, a foreign person who is a resident of a country with which the US has an income tax treaty may be entitled to a reduced withholding tax rate or an exemption from the US withholding tax.

In order to reduce or eliminate US withholding tax, the correct tax documentation must have been provided in respect of each owner. To this end, FCM Clearing

**APPENDIX 4A**  
**FCM Client Account Lodgment Form**

	<p><b>CONTINGENCY FCM - CLIENT LODGMENT FORM</b></p> <p>Version 1: December 2011</p>																
<p>To: LCH.Clearnet Limited ("the Clearing House")</p> <p align="right">LCH.Clearnet Limited Ref No: _____</p>																	
<p>From: Clearing Member (full name): _____</p>																	
<p>Client Account _____ Mnemonic: _____</p>																	
<p><b>Beneficial Owner Name (full name):</b> _____</p>																	
<p>We hereby transfer the securities described below to the Clearing House under the terms of FCM Regulations 9(l) and 9(m) of the FCM Regulations.</p> <p>We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system (in the United Kingdom or elsewhere) which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator. We hereby confirm that the securities detailed below are customer funds subject to segregation pursuant to the U.S. Commodity Exchange Act and the regulations of the Commodity Futures Trading Commission promulgated thereunder.</p>																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Security Code Number</th> <th style="width:15%;">Settlement Date</th> <th style="width:15%;">Trade Date</th> <th style="width:20%;">Amount/Nominal Value</th> <th style="width:30%;">Description of Security</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Security Code Number	Settlement Date	Trade Date	Amount/Nominal Value	Description of Security											
Security Code Number	Settlement Date	Trade Date	Amount/Nominal Value	Description of Security													
<p>Delivery from: Depository/Agent _____</p> <p>US Securities, Broker Code _____</p> <p>Account Holder: _____</p> <p>Account Number: _____</p> <p>Beneficial Owner Italian Tax ID: _____</p> <p>Delivery to: _____</p>																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:12.5%;">BONY (US Owners)</th> <th style="width:12.5%;">BONY (Non-US Owners)</th> <th style="width:12.5%;">BONY (Global)</th> <th style="width:12.5%;">Citibank (US Owners)</th> <th style="width:12.5%;">Citibank (Non-US Owners)</th> <th style="width:12.5%;">Citibank (Global)</th> <th style="width:12.5%;">Euroclear (EUR Securities)</th> <th style="width:12.5%;">Euroclear (Italian)</th> </tr> </thead> <tbody> <tr> <td align="center">735138</td> <td align="center">735139</td> <td align="center">874067</td> <td align="center">206203</td> <td align="center">207887</td> <td align="center"><u>613085309</u> .FBC</td> <td align="center">15211</td> <td align="center">25910</td> </tr> </tbody> </table>		BONY (US Owners)	BONY (Non-US Owners)	BONY (Global)	Citibank (US Owners)	Citibank (Non-US Owners)	Citibank (Global)	Euroclear (EUR Securities)	Euroclear (Italian)	735138	735139	874067	206203	207887	<u>613085309</u> .FBC	15211	25910
BONY (US Owners)	BONY (Non-US Owners)	BONY (Global)	Citibank (US Owners)	Citibank (Non-US Owners)	Citibank (Global)	Euroclear (EUR Securities)	Euroclear (Italian)										
735138	735139	874067	206203	207887	<u>613085309</u> .FBC	15211	25910										
<p>Signatories for and on behalf of The Clearing Member:</p> <p>1. _____ (Signature) _____ (Print Name) _____ (Position)</p> <p>2. _____ (Signature) _____ (Print Name) _____ (Position)</p>																	

Date: \_\_\_\_\_

**APPENDIX 4E**  
**Contingency Member Triparty Lodgement Form**



**FCM HOUSE TRIPARTY LODGEMENT FORM**

**BNY Mellon US domestic platform (GCSXGSCX)**

Version 1: Mar 2014

To LCH.Clearnet Limited ("the Clearing House")

LCH.Clearnet Limited Ref No:

From Clearing Member (full name) \_\_\_\_\_

House \_\_\_\_\_ Mnemonic \_\_\_\_\_

We are entitled to the entire beneficial interest in these securities.

We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator.

We hereby confirm that the securities detailed below are NOT customer funds subject to segregation requirements pursuant to the US Commodity Exchange Act and the regulations of the Commodity Futures Trading Commission promulgated thereunder.

<u>Execution Date</u>	<u>Currency (USD only)</u>	<u>Amount</u>	<u>Collateral Giver Account Number</u>	<u>Collateral Taker Account Number</u>

Signatories for and on behalf of  
The Clearing Member

1. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

2. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

Date: \_\_\_\_\_



**APPENDIX 4F**

**Contingency Member Triparty Amendment Form**



**FCM HOUSE TRIPARTY AMENDMENT FORM**

**BNY Mellon US domestic platform (GGSXGSCX)**

Version 1: Mar 2014

To LCH.Clearnet Limited ("the Clearing House")

From Clearing Member (full name) \_\_\_\_\_

House \_\_\_\_\_ Mnemonic \_\_\_\_\_

We are entitled to the entire beneficial interest in these securities.

We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator.

We hereby confirm that the securities detailed below are NOT customer funds subject to segregation requirements pursuant to the US Commodity Exchange Act and the regulations of the Commodity Futures Trading Commission promulgated thereunder.

<u>Execution Date</u>	<u>CMS Reference</u>	<u>Increase/Decrease</u>	<u>Currency</u>	<u>New Amount</u>	<u>Collateral Giver Account Number</u>	<u>Collateral Taker Account Number</u>

Signatories for and on behalf of The Clearing Member

1. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

2. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

Date: \_\_\_\_\_

**APPENDIX 4G**

**Contingency Member Triparty Closing Form**



**FCM HOUSE TRIPARTY CLOSING FORM**

**BNY Mellon US domestic platform (GGSXGSCX)**

Version 1: Mar 2014

To LCH.Clearnet Limited ("the Clearing House")

From Clearing Member (full name) \_\_\_\_\_

House \_\_\_\_\_ Mnemonic \_\_\_\_\_

<u>CMS Reference</u>	<u>Closing Date &amp; Execution Date</u>	<u>Currency</u>	<u>Amount</u>	<u>Collateral Giver Account Number</u>	<u>Collateral Taker Account Number</u>

Signatories for and on behalf of The Clearing Member

1. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

2. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

Date: \_\_\_\_\_

**APPENDIX 4H**  
**Contingency Member Triparty Lodgement Form**



**FCM CLIENT TRIPARTY LODGEMENT FORM**

**BNY Mellon US domestic platform (GCSXGSCX)**

Version 1: Mar 2014

To LCH.Clearnet Limited ("the Clearing House")

LCH.Clearnet Limited Ref No:

From Clearing Member (full name) \_\_\_\_\_

Client \_\_\_\_\_ Mnemonic \_\_\_\_\_

We hereby transfer the securities described below to the Clearing House under the terms of FCM Regulations 9(l) and 9(m) of the FCM Regulations.

We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator.

We hereby confirm that the securities detailed below are customer funds subject to segregation pursuant to the U.S. Commodity Exchange Act and the regulations of the Commodity Futures Trading Commission promulgated thereunder.

<u>Execution Date</u>	<u>Currency (USD only)</u>	<u>Amount</u>	<u>Collateral Giver Account Number</u>	<u>Collateral Taker Account Number</u>

Signatories for and on behalf of The Clearing Member

1. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

2. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

Date: \_\_\_\_\_

**APPENDIX 4I**

**Contingency Member Triparty Amendment Form**



**FCM CLIENT TRIPARTY AMENDMENT FORM**

**BNY Mellon US domestic platform (GGSXGSCX)**

Version 1: Mar 2014

To LCH.Clearnet Limited ("the Clearing House")

From Clearing Member (full name) \_\_\_\_\_

Client Mnemonic \_\_\_\_\_

We hereby transfer the securities described below to the Clearing House under the terms of FCM Regulations 9(l) and 9(m) of the FCM Regulations.

We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator.

We hereby confirm that the securities detailed below are customer funds subject to segregation pursuant to the U.S. Commodity Exchange Act and the regulations of the Commodity Futures Trading Commission promulgated thereunder.

<u>Execution Date</u>	<u>CMS Reference</u>	<u>Increase/ Decrease</u>	<u>Currency</u>	<u>New Amount</u>	<u>Collateral Giver Account Number</u>	<u>Collateral Taker Account Number</u>

Signatories for and on behalf of  
The Clearing Member

1. \_\_\_\_\_  
(Signature) (Print Name) (Position)

2. \_\_\_\_\_  
(Signature) (Print Name) (Position)

Date: \_\_\_\_\_



**APPENDIX 4K**

**Contingency Member Triparty Lodgement Form**



**FCM HOUSE TRIPARTY LODGEMENT FORM**

**EUROCLEAR**

Version 1: Mar 2014

To LCH.Clearnet Limited ("the Clearing House")

LCH.Clearnet Limited Ref No:

From Clearing Member (full name)

House Mnemonic

We are entitled to the entire beneficial interest in these securities.

We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator and in particular we consent to the securities being held in the Euroclear clearance system subject to fungibility regime organised by the Belgian Royal Decree No.62 of 10 November 1967 promoting the circulation of securities as amended from time to time.

We hereby confirm that the securities detailed below are NOT customer funds subject to segregation requirements pursuant to the US Commodity Exchange Act and the regulations of the Commodity Futures Trading Commission promulgated thereunder.

<u>Execution Date</u>	<u>Currency</u>	<u>Nominal Amount</u>	<u>Collateral Giver Account Number</u>	<u>Collateral Taker Account Number</u>

Signatories for and on behalf of  
The Clearing Member

1. \_\_\_\_\_  
(Signature) (Print Name) (Position)

2. \_\_\_\_\_  
(Signature) (Print Name) (Position)

Date: \_\_\_\_\_

**APPENDIX 4L**

**Contingency Member Triparty Amendment Form**



**FCM HOUSETRIPARTY AMENDMENT FORM**

**EUROCLEAR**

Version 1: Mar 2014

To LCH.Clearnet Limited ("the Clearing House")

From Clearing Member (full name) \_\_\_\_\_

House \_\_\_\_\_ Mnemonic \_\_\_\_\_

We are entitled to the entire beneficial interest in these securities.

We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system -which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator and in particular we consent to the securities being held in the Euroclear clearance system subject to fungibility regime organised by the Belgian Royal Decree No.62 of 10 November 1967 promoting the circulation of securities as amended from time to time.

We hereby confirm that the securities detailed below are NOT customer funds subject to segregation requirements pursuant to the US Commodity Exchange Act and the regulations of the Commodity Futures Trading Commission promulgated thereunder.

<u>Execution Date</u>	<u>CMS Reference</u>	<u>Increase/Decrease</u>	<u>Amount of Increase/Decrease</u>	<u>Currency</u>	<u>New Nominal Amount</u>	<u>Collateral Giver Account Number</u>	<u>Collateral Taker Account Number</u>

Signatories for and on behalf of The Clearing Member

1. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

2. \_\_\_\_\_  
 (Signature) (Print Name) (Position)



Date: \_\_\_\_\_

**APPENDIX 4M**  
**Contingency Member Triparty Closing Form**



**FCM HOUSE TRIPARTY CLOSING FORM**

**EUROCLEAR**

Version 1: Mar 2014

To LCH.Clearnet Limited ("the Clearing House")

From Clearing Member (full name) \_\_\_\_\_

House \_\_\_\_\_ Mnemonic \_\_\_\_\_

<b>CMS Reference</b>	<b>Closing Date &amp; Execution Date</b>	<b>Currency</b>	<b>Nominal Amount</b>	<b>Collateral Giver Account Number</b>	<b>Collateral Taker Account Number</b>

Signatories for and on behalf of The Clearing Member

1. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

2. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

Date: \_\_\_\_\_

**APPENDIX 4N**  
**Contingency Member Triparty Lodgement Form**



**FCM HOUSE TRIPARTY LODGEMENT FORM**

**CLEARSTREAM**

Version 1: Mar 2014

To LCH.Clearnet Limited ("the Clearing House")

LCH.Clearnet Limited Ref No:

From Clearing Member (full name) \_\_\_\_\_

House Mnemonic \_\_\_\_\_

We are entitled to the entire beneficial interest in these securities.

We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system -which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator and in particular we consent to the securities being held in the Clearstream clearance system subject to the fungibility regime organised by the Luxembourg Law of 1 August 2001 on the circulation of securities and other financial instruments as amended from time to time.

We hereby confirm that the securities detailed below are NOT customer funds subject to segregation requirements pursuant to the US Commodity Exchange Act and the regulations of the Commodity Futures Trading Commission promulgated thereunder.

Formatted: English (U.S.)

<u>Execution Date</u>	<u>Currency</u>	<u>Nominal Amount</u>	<u>Collateral Giver Account Number</u>	<u>Collateral Taker Account Number</u>

Signatories for and on behalf of The Clearing Member

1. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

2. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

*Date:* .....

**APPENDIX 40**

**Contingency Member Triparty Amendment Form**



**FCM HOUSE TRIPARTY AMENDMENT FORM**

**CLEARSTREAM**

Version 1: Mar 2014

To LCH.Clearnet Limited ("the Clearing House")

From Clearing Member (full name) \_\_\_\_\_

House \_\_\_\_\_ Mnemonic \_\_\_\_\_

We are entitled to the entire beneficial interest in these securities.

We acknowledge that these securities may be held by any custodian in any depository, securities clearing or settlement system -which may for the time being be customarily used in connection with securities of similar kinds on a fungible basis and subject to the rules of the relative system and the terms and conditions of its operator, and the Clearing House has no responsibility for the performance of any such custodian, system or operator and in particular we consent to the securities being held in the Clearstream clearance system subject to the fungibility regime organised by the Luxembourg Law of 1 August 2001 on the circulation of securities and other financial instruments as amended from time to time.

We hereby confirm that the securities detailed below are NOT customer funds subject to segregation requirements pursuant to the US Commodity Exchange Act and the regulations of the Commodity Futures Trading Commission promulgated thereunder.

<u>Execution Date</u>	<u>CMS Reference</u>	<u>Increase/Decrease</u>	<u>Amount of Increase/Decrease</u>	<u>Currency</u>	<u>New Nominal Amount</u>	<u>Collateral Giver Account Number</u>	<u>Collateral Taker Account Number</u>

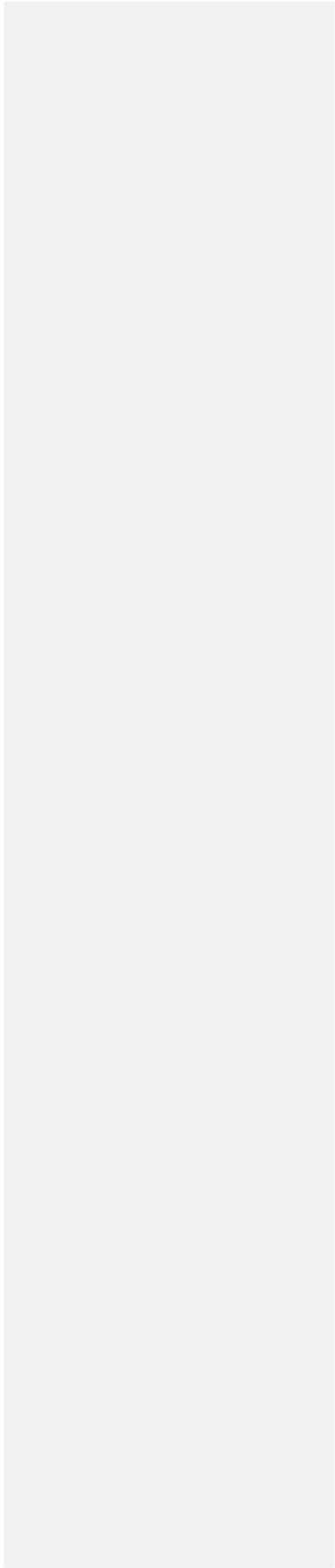
Signatories for and on behalf of The Clearing Member

1. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

2. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

I

Date: \_\_\_\_\_



**APPENDIX 4P**  
**Contingency Member Triparty Closing Form**



**FCM HOUSE TRIPARTY CLOSING FORM**

**CLEARSTREAM**

Version 1: Mar 2014

To LCH.Clearnet Limited ("the Clearing House")

From Clearing Member (full name) \_\_\_\_\_

House \_\_\_\_\_ Mnemonic \_\_\_\_\_

<u>CMS Reference</u>	<u>Closing Date &amp; Execution Date</u>	<u>Currency</u>	<u>Nominal Amount</u>	<u>Collateral Giver Account Number</u>	<u>Collateral Taker Account Number</u>

Signatories for and on behalf of The Clearing Member

1. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

2. \_\_\_\_\_  
 (Signature) (Print Name) (Position)

Date: \_\_\_\_\_

Formatted: Title

|

