

MG01

Particulars of a mortgage or charge



223254/13

A fee is payable with this form.
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

SATURDAY



AXY9KVHA
A05 02/07/2011 286
COMPANIES HOUSE

1 Company details

Company number 0 0 0 2 5 9 3 2
Company name in full LCH Clearnet Limited (the "Collateral Giver")

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d 2 d 0 m 0 m 6 y 2 y 0 y 1 y 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Pledge agreement dated 20 June 2011 (the "**Agreement**") between the Collateral Giver and
European Central Counterparty Limited (the "**Collateral Receiver**")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured Pursuant to clause 2 (*Creation of the pledge*) of the Agreement, all
the Collateral was pledged by the Collateral Giver to, and in favour of,
the Collateral Receiver as continuing first ranking security for the due
and full payment and discharge of the Secured Liabilities

See Part II of the attached continuation pages for further details of
the amount secured by the property mortgaged or charged

Capitalised terms are defined in the continuation pages to this Form
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Continuation page
Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name European Central Counterparty Limited
Address Broadgate West, 1 Snowden Street, London

Postcode E C 2 A 2 D Q

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars See Part III of the attached continuation pages for the short particulars of all the property mortgaged or charged

Part IV of the attached continuation pages refers to covenants by, and restrictions on, the Collateral Giver which protect and further define the charges created by the Agreement and must be read as part of those charges

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Hogon Lovells International LLP*

X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Geoffrey Yeowart (F3/GBBY/2444406)**

Company name **Hogan Lovells International LLP**

Address **Atlantic House**

Holborn Viaduct

Post town **London**

County/Region

Postcode **E C 1 A 2 F G**

Country **UK**

DX **57 London Chancery Lane**

Telephone **+44 20 7296 2000**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Part I - Definitions

In this Form MG01, references to clauses, sections and schedules are to clauses, sections, and schedules to the Agreement unless otherwise specified. In this Form MG01, the following expressions shall have the following meaning respectively set out below:

"Account Bank" means Clearstream Banking, *société anonyme*, a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg, having its registered office at 42, avenue J-F Kennedy, L-1855 Luxembourg and registered with the Luxembourg trade and companies register under number B 9248

"Book-Entry Securities" means Eligible Assets and Equivalent Eligible Assets standing now and in the future to the credit of the Collateral Account

"Cash Claims" means Eligible Assets and Equivalent Eligible Assets in the form of any cash amounts that are credited or to be credited, from time to time, to the Collateral Account in addition to or in substitution of initially credited cash amounts or Book-Entry Securities, including but not limited to any income from cash dividends, interest or other payments accruing or paid in respect of cash amounts or Book-Entry Securities

"CMSAs" means an Account Bank collateral management service agreement for Collateral Receivers and an Account Bank collateral management service agreement for Collateral Givers, as supplemented by an Account Bank autoassign supplement, both in versions dated November 2010 between the Collateral Giver, the Collateral Receiver and the Account Bank

"Collateral" means the Book-Entry Securities and the Cash Claims

"Collateral Account" means the book-entry securities and cash account opened in the name of the Collateral Giver with the Account Bank, into which the Collateral is deposited or credited and details of which are shown in Schedule 1 of the Agreement (as set out in Part V of these continuation pages)

"Collateral Act 2005" means the Luxembourg act dated 5 August 2005 relating to financial collateral arrangements, as amended

"Collateral Receiver's Default" means the Collateral Receiver is declared by the Collateral Giver to be subject to a Default Event

"Collateral Requirement" means

- (i) prior to the occurrence of a Collateral Receiver's Default, the amount of collateral required to be delivered by the Collateral Giver to the Collateral Receiver in accordance with clause 8 of the Link Agreement, as such Collateral Requirement is notified by the Collateral Receiver to the Collateral Giver in accordance with clause 8.6 of the Link Agreement, and
- (ii) upon the occurrence of a Collateral Receiver's Default, an amount of collateral required

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>to be delivered by the Collateral Giver to the Collateral Receiver equal to the amount of Secured Liabilities outstanding as of that date as contemplated in the definition of Secured Liabilities herein, as the amount of such Secured Liabilities is notified by the Collateral Giver to the Collateral Receiver and to the Account Bank</p> <p>"Collateral Value" has the meaning ascribed to that term in the CMSAs</p> <p>"Default Event" has the meaning ascribed to that term in the Link Agreement</p> <p>"Eligible Assets" has the meaning ascribed to that term in the CMSAs and reflects the agreement between the Collateral Giver and Collateral Receiver as to those assets (including cash) which are eligible to meet collateral requirements under the Link Agreement</p> <p>"Equivalent Eligible Assets" has the meaning ascribed to that term in the CMSAs</p> <p>"Link Agreement" means the Master Clearing Link Agreement dated 23 October 2009</p> <p>"Luxembourg" means the Grand Duchy of Luxembourg</p> <p>"Pledge" means the security interest (<i>gage</i>) over the Collateral, now and in the future, to the credit of the Collateral Account, created and constituted by, and in accordance with, the Agreement. The Pledge which is documented by the Agreement (<i>contrat de gage</i>) constitutes a financial collateral arrangement (<i>contrat de garantie financière</i>) within the meaning of the Collateral Act 2005 (which has implemented Directive 2002/47/EC of 6 January 2002 on financial collateral arrangements). It is the intention of the parties that the Agreement constitutes a security financial collateral arrangement in all relevant jurisdictions where Directive 2002/47/EC of 6 January 2002 on financial collateral arrangements has been transposed</p> <p>"Secured Liabilities" means those present and future obligations or liabilities of the Collateral Giver under or in connection with contracts arising between the Collateral Giver and the Collateral Receiver under the Link Agreement, provided that, where either the Collateral Giver or the Collateral Receiver is subject to a Default Event and becomes subject to the default rules of the other party in accordance with the Link Agreement so that the rights and obligations between the parties under such contracts are closed out and terminated and replaced by a single net monetary amount due from party to the other, the Secured Liabilities (if any) of the Collateral Giver to the Collateral Receiver shall be the net amount (if any) determined to be due and payable by the Collateral Giver to the Collateral Receiver under the applicable default rules</p> <p>"Security Period" means the period starting on the date of the Agreement and ending on the earlier of (i) the date upon which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Link Agreement has terminated, and (ii) the date on which the Pledge is released in accordance with clause 12 (b) or (c) (<i>Application of Proceeds and Release of the Pledge</i>) of the Agreement</p> <p>"Source Accounts" has the meaning ascribed to that term in the CMSAs</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Part II- Amount secured by the property mortgaged or charged

Pursuant to clause 5(a) (*Collateral Value and Collateral Requirement*) of the Agreement, the Collateral Giver shall ensure that the Source Accounts contain at all relevant times sufficient Eligible Assets or Equivalent Eligible Assets

Pursuant to clause 5(b) (*Collateral Value and Collateral Requirement*) of the Agreement, the Collateral Giver shall ensure that at all times the Collateral Value is at least equal to the Collateral Requirement

Pursuant to clause 5(c) (*Collateral Value and Collateral Requirement*) of the Agreement, in the event that the Collateral Value is lower than the Collateral Requirement, the Collateral Giver shall credit, or shall procure that the Account Bank credit on behalf of the Collateral Giver sufficient Eligible Assets or Equivalent Eligible Assets to the Collateral Account to cover the Collateral Requirement

Pursuant to clause 5(d) (*Collateral Value and Collateral Requirement*) of the Agreement, in the event that the Collateral Value is higher than the Collateral Requirement, the excess Collateral may be debited from the Collateral Account at either the Collateral Giver's or the Account Bank's (on behalf of the Collateral Giver) request provided that at any time a Default Event occurs in relation to the Collateral Giver, no such transfer shall be made

Pursuant to clause 8(a) (*Preservation of the Pledge*) of the Agreement, the Pledge shall be a continuing security and shall not be considered as satisfied or discharged or prejudiced or waived or released by any intermediate payment, satisfaction or settlement of any part of the Secured Liabilities and shall remain in full force and effect during the Security Period

Pursuant to clause 8(b) (*Preservation of the Pledge*) of the Agreement, the Pledge shall be cumulative, in addition to and independent of every other security which the Collateral Receiver may at any time hold as security for the Secured Liabilities or any rights, powers and remedies provided by law and shall not operate so as in any way to prejudice or affect or be prejudiced or affected by any security interest or other right or remedy which the Collateral Receiver may now or at any time in the future have in respect of the Secured Liabilities

Part III - Particulars of property mortgaged or charged

Pursuant to clause 2 (*Creation of the Pledge*) of the Agreement, as continuing first ranking security for the due and full payment and discharge of the Secured Liabilities, the Collateral Giver agreed to pledge and thereby pledged all the Collateral to, and in favour of, the Collateral Receiver, who accepted the Pledge

Pursuant to clause 6 (*Substitution*) of the Agreement, the Collateral Giver may, at any time during the Security Period, credit any further or other Eligible Assets or Equivalent Eligible Assets to the Collateral Account in substitution for or in addition to the Book-Entry Securities and Cash Claims Any Eligible Assets or Equivalent Eligible Assets substituted for the Book-Entry Securities or Cash Claims pursuant to clause 6 shall immediately become part of the Collateral for all purposes of the Agreement and become subject to the terms of the Agreement

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Part IV - Covenants and restrictions

Pursuant to clause 9 2 (*Negative Pledge*) of the Agreement, the Collateral Giver covenanted that until the Pledge shall be released by the Collateral Receiver, it shall not

- (b) create or permit to subsist any security over its interest in the Collateral,
- (c) sell, transfer or otherwise dispose of any of the Collateral on terms whereby it is or may be leased to or re-acquired by a third party,
- (d) sell, transfer or otherwise dispose of any of the Collateral on recourse terms, and / or
- (e) enter into any other preferential arrangement having a similar effect

Pursuant to clause 10 (*Liability to perform and further assurances*) of the Agreement, the Collateral Giver shall at its own expense promptly and duly execute and do all such assurances, acts and things as the Collateral Receiver may reasonably require as being necessary for perfecting, protecting or enforcing all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Collateral Receiver under the Agreement in relation to the Collateral Account for facilitating the enforcement of any such rights or any part thereof and in the exercise of all powers, authorities and discretions vested in the Collateral Receiver To that effect, the Collateral Giver shall in particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Collateral Receiver may reasonably think expedient, including giving of matching instruction to the Account Bank where appropriate

Part V - Schedule 1 to the Agreement

Details of the Collateral Account

The Collateral Giver	LCH Clearnet Limited
The Collateral Receiver	European Central Counterparty Limited
The Account Bank	Clearstream Banking, <i>société anonyme</i> 42, avenue J-F- Kennedy L-1855 Luxembourg



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 25932
CHARGE NO. 27

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED 20
JUNE 2011 AND CREATED BY LCH.CLEARNET LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO EUROPEAN CENTRAL COUNTERPARTY
LIMITED UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 2 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JULY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES