

MG01

Particulars of a mortgage or charge



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 register
particulars of a charge on a
company. To do this, use
form MG01s

THURSDAY



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15/04/2010

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COMPANIES HOUSE

se
uk

1

Company details

Company number

6 1 6 9 5 5 8

Company name in full

European Central Counterparty Limited

(the "Company")

→ Filing 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

09 04 2010

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

Participant's Agreement (the "Participant's Agreement") entered into by
the Company with The Depository Trust Company ("DTC") pursuant to Rule 2,
Section 1, of the By-Laws and Rules of DTC (the "DTC Rules"), under which
the Company agreed, amongst other things, to be bound by all provisions
of the DTC Rules

4

Amount secured

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

Amount secured

To secure the obligations of the Company (as a
Participant under the DTC Rules) to DTC and, if DTC
exercises its rights of repledge or rehypothecation
under the DTC Rules, to enable DTC to secure loans
made to DTC by its Lenders

Continuation page

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

MG01**Particulars of a mortgage or charge****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	The Depository Trust Company	
Address	55 Water Street, New York	
	New York 10041-0099 USA	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Name		
Address		
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

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	<p>By entering into the Participant's Agreement, the Company has agreed as a Participant of DTC to abide by the DTC Rules and to be bound by all provisions of the DTC Rules, including the provisions prescribing the rights and remedies which DTC will have with respect to Securities held by or for DTC for the Company's account, and has also agreed that DTC will have all the rights and remedies contemplated by the DTC Rules To the extent relevant to this form MG01, the DTC Rules provide that</p> <p>Rule 4, Section 1(f):</p> <p>To secure the obligations of Participants to DTC, DTC, acting as agent and attorney-in-fact for its Participants, may (i) Pledge the entire right, title and interest of any Participant in and to some or all of its shares of Preferred Stock, together with all distributions thereon, proceeds thereof and replacements or substitutions therefor (a "Preferred Stock Security Interest"), as collateral security for the obligations of DTC to its Lenders under any credit facility maintained by DTC for the purpose of funding the end-of-day settlement of transactions processed through the facilities of DTC (an "End-of-Day Credit Facility") or (ii) sell some or all of the shares of Preferred Stock of any Participant to other Participants (who shall be obligated to purchase such shares pro rata to their Required Preferred Stock Investments at the time of such purchase), and apply the proceeds of such sale to the obligations of such Participant to the Corporation</p> <p>PLEASE ALSO SEE ATTACHED CONTINUATION PAGES</p>	

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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

Not applicable

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 866).

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 870). 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 *Lowells LLP*

X

On behalf of the Chargor

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 Ref F3/GBY/Y1535 00018

Company name Lovells LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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	<p>Continuation Page 1 to Section 6 (European Central Counterparty Limited - registered number: 6169558)</p> <p>Rule 4(A), Section 1: In furtherance of the rights of DTC pursuant to the DTC Rules and the Procedures and for the purpose of securing loans made to DTC, subject only to such terms and conditions as may be provided in the DTC Rules, DTC shall have full power and authority to pledge, repledge, hypothecate, transfer, create a security interest in, or assign (any such act being referred to as a "Pledge" for purposes of Rule 4 (A)) any or all of the following property or the proceeds thereof (a) cash deposits to the Participants Fund (any such cash deposits being referred to as "Cash" for purposes of Rule 4(A)), and all securities, repurchase agreements or deposits in which such Cash is invested, (b) Net Additions, including any Security Entitlements of Participants in Net Additions, and (c) Preferred Stock. Such loans shall be on terms and conditions deemed necessary or advisable by DTC (including collateralization thereof), in its sole discretion, and may be in amounts greater, and extend for periods of time longer, than the obligations, if any, of any Participant to DTC secured by the Pledge (by book entry or otherwise) of such property. No Participant shall have any right, claim or action against any secured Lender (or any collateral agent of such secured Lender) for the return, or otherwise in respect, of any such collateral Pledged by DTC to such secured Lender (or its collateral agent), so long as any loans made by such Lender to DTC or other obligations, secured by such collateral, are unpaid and outstanding.</p> <p>Rule 4(A), Section 2: Any of the property specified in items (a) through (c) of Section 1 of Rule 4(A) or the proceeds thereof which constitute Securities (or an interest therein) which (a) if certificated, are in the custody of DTC or its custodian bank and in bearer form or endorsed in blank by an appropriate person or registered in the name of DTC, its custodian bank or the nominee of either, or (b) if uncertificated, are registered in the name of DTC, its custodian bank or the nominee of either and (c) in either case, are credited to an Account of a Participant on the books of DTC, may be Pledged to DTC by the Participant and may be re-Pledged or transferred by DTC to its Lenders, or to its Participants as provided in Section 2 of Rule 9(B), by book entry on the books of DTC as provided herein. When the property is so Pledged or re-Pledged, DTC shall make appropriate entries to reflect the transfer of a security interest in the subject property from the Participant to DTC and from DTC to the Lender or to a Participant, as the case may be.</p> <p>PLEASE SEE NEXT CONTINUATION PAGE</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

Continuation Page 2 to Section 6 (European Central Counterparty Limited - registered number: 6169558)

Rule 9(B), Section 2:

In the manner and for the purposes set forth in the DTC Rules and the Procedures, and subject to applicable law, (i) DTC shall hold the entire interest in, and shall have the authority of a holder of Securities to act, in its sole discretion, with respect to any Securities Delivered Versus Payment, which are the subject of an Incomplete Transaction, to issue or transfer the entire interest in such Securities, including the authority to sell, Pledge or otherwise dispose of such Securities, (ii) DTC shall hold a security interest in any Securities Pledged or Released Versus Payment, which are the subject of an Incomplete Transaction, to Pledge for value or Release for value a security interest in such Securities, and shall have the authority of a secured party to sell, Pledge or otherwise dispose of such Securities, and (iii) DTC, acting as agent and attorney-in-fact for its Participants, shall have the authority to Pledge or sell on their behalf any of their shares of Preferred Stock If a Participant fails to pay the amount of a negative balance in its Settlement Account, as finally determined by DTC on a Business Day, at the time and in the manner provided in the DTC Rules and as specified in the Procedures, or if DTC determines that, in light of the financial or operating condition of a Participant, it is in the best interests of DTC, other Participants or Pledgees not to complete certain transactions with respect to the Participant, although it does not cease to act therefor, or DTC terminates or suspends some or all of the transactions of a Participant in the MMI Programme with respect to some or all MMI Securities subject of those transactions, during the Business Day, DTC may, with respect to any such Participant (a "Defaulting Participant"), in such order and in such amounts as DTC shall determine, in its sole discretion

(a) Pledge any or all Net Additions and Preferred Stock of the Defaulting Participant to secure a loan to DTC, or

(b) sell any or all Net Additions and Preferred Stock of the Defaulting Participant in the manner specified in Section 4 of Rule 9(B)

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Short particulars

Continuation Page 3 to Section 6 (European Central Counterparty Limited
- registered number: 6169558)

Definitions

In this form MG01 the following defined terms have the following meanings and, unless otherwise stated, a reference to a Rule is to a Rule of the DTC Rules

"Account" means a Securities Account or a Settlement Account, as the context may require Any reference in the DTC Rules to the Account (or the Securities Account or Settlement Account) of a Participant or Pledgee shall be deemed to be a reference to the appropriate Account or Accounts of the Participant or Pledgee if the Participant or Pledgee has more than one such Account Any reference in the DTC Rules to the Account or the Securities Account or Settlement Account) of DTC shall be deemed to be a reference to the appropriate Account or Accounts of DTC if DTC has more than one such Account,

"Business Day" means any day on which DTC is open for business,

"Certificated Security" has the meaning given to the term "certificated security" in Section 8-102 of the NYUCC,

"Deliverer" as used with respect to a Delivery of a Security means the Person which Delivers the Security,

"Delivery"

(1) means the issuance of a Security,

(2) as used with respect to a Certificated Security, has the meaning in Section 8-301(a) of the NYUCC,

(3) as used with respect to an Uncertificated Security, has the meaning in Section 8-301(b) of the NYUCC, and

(4) as used with respect to a Security held in the form of a Security Entitlement on the books of DTC, means debiting the Security from an Account (as defined in the DTC Rules) of the Deliverer and crediting the Security to an Account of the Receiver

A Delivery may be a Delivery Versus Payment or a Free Delivery (as defined in the DTC Rules) or both collectively as the context may require,

"Delivery Versus Payment" means a Delivery against a settlement debit to the Account of the Receiver, as provided in Rule 9(A) and Rule 9(B) and as specified in the Procedures,

PLEASE SEE NEXT CONTINUATION PAGE

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Short particulars	<p>Continuation Page 4 to Section 6 (European Central Counterparty Limited - registered number: 6169558)</p> <p>"Deposited Security" means an Eligible Security credited to the Account of a Participant by Deposit (as defined in the DTC Rules) or Delivery. A Deposited Security shall cease to be such if it becomes a Pledged Security or is Withdrawn.</p> <p>"Eligible Security" means a Security described in the first paragraph of Section 1 of Rule 5,</p> <p>"Free Release" means a Release free of any payment by the Pledgor through the facilities of DTC, as provided in Rule 2 and Rule 9(B) and as specified in the Procedures,</p> <p>"Incomplete Transaction":</p> <p>(1) as used with respect to a Delivery, means a Delivery Versus Payment of Securities from a Deliverer to a Receiver where, pursuant to Rule 9(B) the Securities have been (A) credited to the Account of DTC, (B) have not yet been credited to the Account of the Receiver, except provisionally in the manner specified in the Procedures, and (C) have not been Delivered, Pledged or Withdrawn by the Receiver,</p> <p>(2) as used with respect to a Pledge, means a Pledge Versus Payment of Securities from a Pledgor to a Pledgee where, pursuant to Rule 9(B) the Securities have been (A) credited to the Account of DTC, (B) have not yet been credited to the Account of the Pledgee, except provisionally in the manner specified in the Procedures, and (C) have not been Delivered, Released or Withdrawn by the Pledgee, and</p> <p>3) as used with respect to a Release, means a Release Versus Payment of Securities from a Pledgee to a Pledgor where, pursuant to Rule 9(B) the Securities have been (A) credited to the Account of DTC, (B) have not yet been credited to the Account of the Pledgor, except provisionally in the manner specified in the Procedures, and (C) have not been Delivered, Pledged or Withdrawn by the Pledgor</p> <p>"Lender" means a bank which has extended credit to DTC for purposes authorised by the DTC Rules,</p> <p>"MMI Program" means the Program for transactions in MMI Securities, as provided in Rule 9(C) and as specified in the Procedures,</p> <p>"MMI Security" means an Eligible Security described in the second paragraph of Section 1 of Rule 5,</p> <p>PLEASE SEE NEXT CONTINUATION PAGE</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 5 to Section 6 (European Central Counterparty Limited - registered number: 6169558)

"Net Addition Securities" (sometimes referred to as "Net Additions") of a Participant on any Business Day means (i) Securities subject of Deliveries Versus Payment to the Participant, (ii) Securities credited to the Account of the Participant (such as Deposits of Eligible Securities and Free Deliveries of Securities) and designated as Net Addition Securities by the Participant in the manner specified in the Procedures and (iii) Minimum Amount Securities (as defined in the DTC Rules) designated as Net Addition Securities by the Participant in the manner specified in the Procedures. Net Addition Securities shall cease to be such if (x) they become Pledged or Segregated Securities, (y) they are Delivered or Withdrawn by the Participant or (z) they are designated as Minimum Amount Securities (as defined in the DTC Rules) by the Participant in the manner specified in the Procedures,

"NYUCC" means the Uniform Commercial Code of New York, as amended from time to time,

"Participant" means a person approved as a Participant by DTC pursuant to Section 1 of Rule 2,

"Participants Fund" means the fund created pursuant to Section 1 of Rule 4,

"Pledge":

- (1) for the purposes of Rule 4(A), has the meaning specified in Rule 4 (A), and
- (2) for all purposes under the DTC Rules, means creating a security interest in a Certificated or Uncertificated Security, a Securities Account or a Securities Entitlement in accordance with the NYUCC

A Pledge may be a Free Pledge (as defined in the DTC Rules) or a Pledge Versus Payment (as defined in the DTC Rules), as the context may require

"Pledged Security" as used with respect to a Participant means a Deposited Security which is the Subject of (i) Free Pledge to a Pledgee in connection with a loan made by the Pledgee (on its own behalf or on behalf of a third party) to the Participant outside the facilities of DTC pursuant to an agreement between the Participant, as Pledgor, and the Pledgee or (ii) a Pledge Versus Payment to a Pledgee in connection with a loan made by the Pledgee (on its own behalf or on behalf of a third party) to the Participant through the facilities of DTC pursuant to an agreement between the Participant, as Pledgor, and the Pledgee. Pledge Securities shall cease to be such if they are Released, Delivered or Withdrawn by the Pledgee,

PLEASE SEE NEXT CONTINUATION PAGE

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Continuation Page 6 to Section 6 (European Central Counterparty Limited - registered number: 6169558)</p> <p>"Pledgee" means DTC or a person approved as a Pledgee which has entered into an agreement with DTC pursuant to Section 3 of Rule 2, including a Participant which is so approved,</p> <p>"Pledge Versus Payment" means a Pledge against a settlement debit to the Account of the Pledgee, as provided in Section 3 of Rule 2, including a Participant which is so approved,</p> <p>"Pledgor" means DTC or a Participant which Pledges Deposited Securities through the facilities of DTC,</p> <p>"Preferred Stock" means the Series A Preferred Stock of DTC,</p> <p>"Procedures" means the Procedures, service guides, and regulations of DTC adopted pursuant to Rule 27, as amended from time to time,</p> <p>"Receiver" as used with respect to the Delivery of a Security, means the Person which receives the Security,</p> <p>"Release" means the release of a Security from a Pledge A "Release" may be a Free Release or a Release Versus Payment as the context may require,</p> <p>"Release Versus Payment" means Release against a settlement debit to the Account of the Pledgor as provided in Rule 2 and Rule 9(B) and as specified in the Procedures,</p> <p>"Required Preferred Stock Investments" of a Participant means the amount of Preferred Stock the Participant is required to own pursuant to Section 2 of Rule 4, expressed in dollars by multiplying (i) the number of shares of Preferred Stock the Participant is required to own by (ii) the Preferred Stock Par Value (as defined in the DTC Rules),</p> <p>"Rule" means one of the DTC Rules, as amended from time to time,</p> <p>"Security" has the meaning given to the term "financial asset" in Section 8-102 of the NYUCC Any item credited to an Account (by the act of being credited to the Account) shall be deemed a Security under the DTC Rules and shall be treated as a financial asset under Article 8 of the NYUCC A Security may be an Eligible Security, a Deposited Security, a Pledged Security, a Segregated Security or an MMI Security or some or all of them collectively, as the context may require The term "Security" shall not include Preferred Stock The term "Securities" should be construed accordingly,</p> <p>PLEASE SEE NEXT CONTINUATION PAGE</p>

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Short particulars	<p>Continuation Page 7 to Section 6 (European Central Counterparty Limited - registered number: 6169558)</p> <p>"Security Entitlement" has the meaning given to the term "security entitlement" in Section 8-102 of the NYUCC. The interest of a Participant or Pledgee in a Security credited to its Account is a Security Entitlement,</p> <p>"Segregated Account" means an Account to which Deposited Securities may be Delivered by a Participant for purposes of segregation in the manner specified in the Procedures,</p> <p>"Segregated Security" means a Deposited Security credited to a Segregated Account,</p> <p>"Settlement Account"</p> <p>(1) as used with respect to a Participant or Pledgee, means an Account maintained by DTC for the Participant or Pledgee to which money transactions of the Participant or Pledgee effected through the facilities of DTC are debited and credited in the manner specified in the procedures, and</p> <p>(2) as used with respect to DTC means a internal account of DTC to which money transactions are debited and credited to DTC</p> <p>A Settlement Account is not a securities account for the purposes of Section 8-501 of the NYUCC</p> <p>"Uncertificated Security" has the meaning given to the term "uncertificated security" in Section 8-102 of the NYUCC,</p> <p>"Withdrawal" as used with respect to a Security held in the form of a Security Entitlement of a Participant or Pledgee on the books of DTC, means (1) debiting the Security from an Account of a Participant or Pledgee and (11) Delivering the Security to a Participant or Pledgee (or its designee) outside the facilities of DTC</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6169558
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PARTICIPANT'S AGREEMENT
DATED 9 APRIL 2010 AND CREATED BY EUROPEAN CENTRAL
COUNTERPARTY LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO THE
DEPOSITORY TRUST COMPANY 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 15 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2010



Companies House
— for the record —

DX/05



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES