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In accordance with
Section 860 of the
Companies Act 2006

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 for a Scottish company. To do this, please use form MG01s

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COMPANIES HOUSE

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 *

1**Company details**

Company number

0 6 1 6 9 5 5 8

Company name in full

European Central Counterparty Limited (the "Company")

2**Date of creation of charge**

Date of creation

2 5 0 3 2 0 1 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

Security Deed dated 25 March 2011 (the "**Security Deed**") created by the Company as chargor (the "**Chargor**") in favour of U S Bank Trustees Limited acting as security agent for the Finance Parties (the "**Security Agent**"), which expression includes its successors in title, permitted assigns and permitted transferees)

4**Amount secured**

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

Amount secured

As defined in the Security Deed, "**Liabilities**" of the Chargor means all present and future moneys, debts and liabilities, and all other present and future obligations, due, owing or incurred by any Obligor to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

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 U S Bank Trustees Limited

Address 5, Canada Square

London

Postcode E 1 4 5 A 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 Please see attached continuation pages

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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 Nil

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 Linklaters 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 Sumona Bose

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country United Kingdom

DX 10 LONDON/CHANCERY

Telephone 020 7456 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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<div data-bbox="309 405 691 434">European Central Counterparty Limited</div> <div data-bbox="932 405 1182 434">CONTINUATION PAGE 1</div> <div data-bbox="309 539 531 573"> <p>1 Mortgage</p> <p>The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of the Chargor or any other Obligor), charged in favour of the Security Agent (as trustee for the Finance Parties) by way of mortgage</p> </div> <div data-bbox="309 701 1503 763"> <p>1.1 all its present and future right, title and interest in or to all Collateral Assets and Dividends, and</p> </div> <div data-bbox="309 784 1503 875"> <p>1.2 all its present and future right, title and interest in or to any other securities or assets of any kind now or in the future held in, or pursuant to, the Collateral Securities Account or the Custody Agreement</p> </div> <div data-bbox="309 931 798 965"> <p>2 Assignment by way of security</p> <p>The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of the Chargor or any other Obligor), assigned in favour of the Security Agent (as trustee for the Finance Parties)</p> </div> <div data-bbox="309 1093 1503 1187"> <p>2.1 all its present and future right, title and interest in or to the Collateral Accounts and all amounts (including interest) now or in the future standing to the credit of or accrued or accruing on the Collateral Accounts, and</p> </div> <div data-bbox="309 1205 1503 1328"> <p>2.2 all present and future right, title and interest under or by virtue of the Custody Agreement with respect to the Collateral Assets including all monies payable to the Chargor, and any claims, awards or judgments in favour of the Chargor, under or by virtue of the Custody Agreement with respect to the Collateral Assets</p> </div> <div data-bbox="309 1429 426 1460"> <p>Note (1):</p> <p>In this Form, except to the extent that the context requires otherwise</p> <p>"Collateral Accounts" means the Collateral Cash Account or the Collateral Securities Account</p> <p>"Collateral Assets" means</p> <p>(a) all present and future securities or other assets or instruments (including any equity or debt instruments and any warrants, options, repurchase agreements or other rights or agreements to subscribe for, purchase or otherwise acquire any such securities or other assets or instruments) held by the Custodian in or pursuant to the Collateral Securities Account or held by the Custodian (pursuant to the Custody Agreement), and</p> </div>	

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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

European Central Counterparty Limited

CONTINUATION PAGE 2

(b) all rights relating to any of the securities described in paragraph (a) above which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing, transfer or settlement house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), in each case now or in the future owned by the Chargor or (to the extent of the Chargor's interest) in which it now or in the future has an interest

"Collateral Cash Account" means the cash accounts with the account numbers specified in the Security Deed designated "European Central Counterparty Limited Re U S Bank Trustees Limited" held in the name of the Chargor with the Custodian under the Custody Agreement

"Collateral Securities Account" means the client account with the account number specified in the Security Deed designated "European Central Counterparty Limited Re U S Bank Trustees Limited" held in the name of the Chargor with the Custodian under the Custody Agreement

"Custody Agreement" means the global custodial services agreement dated 25 March 2011 between the Custodian and the Chargor

"Custodian" means Citibank N A , London Branch

"Deed of Priority" has the meaning given to it in the Facility Agreement

"Dividends" means all present and future

(a) dividends and distributions of any kind, interest and other income of any kind, and any other sum (whether in the nature of interest, income, principal, capital or otherwise) received or receivable in respect of any of the Collateral Assets or any Dividends,

(b) rights, securities, money or other assets accruing, issued, paid or offered by way of redemption, bonus, option, conversion, exchange, substitution, consolidation, subdivisions, preference, warrant, purchase or otherwise in respect of any of the Collateral Assets or any Dividends,

(c) allotments, offers and rights accruing, issued, paid or offered in respect of any of the Collateral Assets or any Dividends, and

(d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, any of the Collateral Assets or any Dividends

"Facility Agent" means Banc of America Securities Limited

"Facility Agreement" means the facility agreement dated 25 March 2011 between, among others, the Chargor as borrower, the Lenders named in that agreement, Banc of America Securities Limited as Facility Agent and the Security Agent

"Fee Letter" has the meaning given to it in the Facility Agreement

"Finance Documents" means the the Facility Agreement, any Fee Letter, any Security Document, the Deed of Priority and any other document designated as such by the Facility Agent and the Chargor

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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	<div>European Central Counterparty Limited</div> <div>CONTINUATION PAGE 3</div> <p>"Finance Party" means the Finance Parties under the Facility Agreement</p> <p>"Obligor" means the the Chargor or The Depository Trust & Clearing Corporation</p> <p>"Security document" has the meaning given to it in the Facility Agreement</p>	

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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>European Central Counterparty Limited CONTINUATION PAGE 4</p> <p>Note (2):</p> <p>The Security Deed provides that</p> <p>1 Security</p> <p>The Chargor shall not create or permit to subsist any Security over any Charged Asset nor do anything else prohibited by Clause 25 3 (<i>Negative pledge</i>) of the Facility Agreement, except as permitted by that Clause, the Charges or the Custodian Lien</p> <p>2 Disposal</p> <p>The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer, assign or otherwise dispose of any Charged Asset except for a disposal which is permitted by the exceptions referred to in paragraph 10 (Collateral Accounts) of Part I of Schedule 8 (Borrowing Base) of the Facility Agreement</p> <p>3 Further assurance</p> <p>The Chargor shall promptly do whatever the Security Agent may require at any time while an Enforcement Event is continuing and at all other times as the Security Agent may reasonably require</p> <p>(a) to perfect or protect the Charges or the priority of the Charges, or</p> <p>(b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Receiver or Delegate,</p> <p>including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction</p> <p>For the purpose of this Note (2)</p> <p>"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets</p> <p>"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Deed</p> <p>"Citi Security Deed" means the security deed dated 4 March 2008 executed by the Chargor in favour of Citibank, N A and all ancillary or supplemental documents and country schedules then or subsequently executed pursuant to that security deed</p> <p>"Collateral" has the meaning given to it in the Facility Agreement</p>	

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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>European Central Counterparty Limited</p> <p>CONTINUATION PAGE 5</p> <p>"Custodian Lien" means (i) any Security or Quasi-Security under the Custody Agreement in favour of the Custodian in respect of liabilities owed by the Chargor to the Custodian and (ii) the Security and Quasi-Security under the Citi Security Deed in respect of liabilities owed by the Chargor to Citibank, N A , and its affiliates</p> <p>"Delegate" means a delegate or sub-delegate appointed under Clause 10.2 (<i>Delegation</i>) of the Security Deed</p> <p>"Enforcement Event" means</p> <p>(a) an Event of Default, or</p> <p>(b) a failure to provide additional Collateral or prepay Loans, in each case, at the time or in the manner required under paragraph 9 (Collateral Shortfall) of Part I of Schedule 8 (Borrowing Base) of the Facility Agreement</p> <p>"Event of Default" has the meaning given to it in the Facility Agreement</p> <p>"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver</p> <p>"Loan" has the meaning given to it in the Facility Agreement</p> <p>"Quasi-Security" has the meaning given to it in the Facility Agreement</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect</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. 17**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEED DATED 25
MARCH 2011 AND CREATED BY EUROPEAN CENTRAL
COUNTERPARTY LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM ANY OBLIGOR TO ANY FINANCE
PARTY ON ANY ACCOUNT WHATSOEVER 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 1
APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 APRIL 2011

L.C



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES