

MG01

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LASERFORM

# 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  
particulars of a charge for  
company. To do this, please  
form MG01s

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11/07/2011

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COMPANIES HOUSE

1

## Company details

Company number

0 0 5 1 2 3 9 7

Company name in full

Jefferies Bache Limited (previously named Bache  
Commodities Limited) (the "Chargor")

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 \*

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## Date of creation of charge

Date of creation

d0 d1 m0 m7 y2 y0 y1 y1

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

A US security agreement between the Chargor and Prudential Financial, Inc (the  
"Collateral Agent") dated 1 July 2011 (the "US Security Agreement")

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## Amount secured

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

Amount secured

All Obligations owed by the Chargor (the "Secured  
Liabilities")

For definitions of capitalised terms please see MG01  
continuation sheet (Short particulars of all property mortgaged  
or charged)

### 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 Prudential Financial, Inc

Address 751 Broad Street, Newark, NJ 07102-3777, USA

Postcode

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 MG01 continuation sheet (Short particulars of all property mortgaged or charged)

# MG01

## Particulars of a mortgage or charge

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### 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

None

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### 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)

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### Signature

Please sign the form here

Signature

Signature

X *Simms & Simms LLP*

X

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

# MG01

## Particulars of a mortgage or charge

### 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 Richard Fawcett

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode EC2Y 9SS

Country

DX DX Box No 12 Chancery Lane London

Telephone 020 7628 2020

### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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>1      <b><u>Creation of Security</u></b></p> <p>Pursuant to the US Security Agreement the Chargor grants to the Collateral Agent a security interest in and continuing lien on all of the Chargor's right, title and interest in, to and under all personal property of the Chargor including, but not limited to the Collateral, in each case whether now owned or existing or hereafter acquired or arising and wherever located, but excluding the Excluded Assets, the BCL Excluded Property and any asset to the extent that it would fall within the scope of items (a) – (h) of section 2.2 of the US Security Agreement, being the Restricted Scope</p> <p>2      <b><u>Definitions</u></b></p> <p>In this Form MG01</p> <p><b>"Affiliate"</b> means, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with, such person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For purposes of this definition, the term <b>"control"</b> (including the correlative meanings of the terms <b>"controlled by"</b> and <b>"under common control with"</b>), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such person, whether through the ownership of voting securities, or by Contract or otherwise. Notwithstanding the foregoing, "Affiliate" shall not include the Transferred Entities when referencing Prudential Financial, Inc. and its Affiliates unless otherwise explicitly provided in the Stock and Asset Purchase Agreement</p> <p><b>"Assigned Agreements"</b> shall mean all agreements and contracts to which the Chargor is a party as of the date of the US Security Agreement, or to which the Chargor becomes a party after the date thereof, including, without limitation, each contract or other arrangement to which the Chargor is a party (other than the Loan Documents) for which breach, nonperformance, cancellation or failure to renew could reasonably be expected to have a Material Adverse Effect (as defined in the Credit Agreement), as each such agreement may be amended, supplemented or otherwise modified from time to time</p> <p><b>"Bankruptcy Code"</b> shall mean Title 11 of the United States Code entitled "Bankruptcy", as now and hereafter in effect, or any successor statute</p> <p><b>"BCL Excluded Property"</b> shall mean (a) the LAB Account, (b) any "Nominated Account" of the Chargor maintained in connection with ICE Clear for settlement of transactions on ICE Futures Europe exchange and any credit balance of any account of the Chargor maintained in connection with LCH Clearnet's Protected Payment System, in each case to the extent that a security interest in such account would be in breach of applicable rules and regulations of the relevant exchange or clearing house, and (c) the membership authorisation of the Chargor in relation to NYSE LIFFE</p> <p><b>"Charged Property"</b> means all of the assets of the Chargor which from time to time are, or are expressed to be, subject to the Security created or expressed to be created in favour of the Collateral Agent pursuant to the Security 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

#### "Collateral" means

- (a) Accounts (as defined in Article 9 of the UCC),
- (b) Chattel Paper (as defined in Article 9 of the UCC),
- (c) Documents (as defined in Article 9 of the UCC),
- (d) General Intangibles,
- (e) Goods (as defined in Article 9 of the UCC),
- (f) Instruments (as defined in Article 9 of the UCC),
- (g) all insurance policies covering any or all of the Collateral (regardless of whether the Collateral Agent is the loss payee thereof) and (ii) any key man life insurance policies,
- (h) Intellectual Property,
- (i) all Investment Related Property
- (j) all "letter-of-credit right" as defined in Article 9 of the UCC,
- (k) Money (as defined in the UCC),
- (l) Receivables and Receivable Records,
- (m) Commercial Tort Claims (as defined in Article 9 of the UCC),
- (n) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations (as defined in Article 9 of the UCC) relating to any of the foregoing, and
- (o) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing

**"Collateral Records"** shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon

**"Collateral Support"** shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property

**"Commodities Business"** means the financial and commodity derivatives trading activities carried out by the Transferred Entities

**"Contract"** means any written or oral contract, lease, sublease, deed, indenture, note, bond, instrument, mortgage, evidence of indebtedness, license, agreement or legally binding commitment, undertaking or arrangement, including any trade confirmation pursuant to any of the foregoing

**"Copyright Licenses"** shall mean any and all agreements providing for the granting of any right in or to Copyrights (whether the Chargor is licensee or licensor thereunder)

**"Copyrights"** shall mean all United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and

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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>databases, and all Mask Works (as defined under 17 U S C 901 of the U S Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing (i) all registrations and applications therefor, (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit</p> <p><b>"Credit Agreement"</b> means the revolving credit facility agreement dated 1 July 2011 between the Chargor as borrower, the Lender, as lender and Jefferies Group, Inc , as guarantor</p> <p><b>"Documents"</b> means all data, books of account, financial and accounting records, trading records, customer records, customer account information, Transferred Employees' Records, files, documents, reports, customer and counterparty lists, Contracts, marketing materials, material customer and counterparty correspondence, Regulatory Documents, regulatory correspondence and other similar materials (both current and historical, and both printed and electronic)</p> <p><b>"Employees"</b> means all of the employees of the Transferred Entities and all employees of Jefferies Group, Inc or its Affiliates whose services are primarily in respect of the Commodities Business</p> <p><b>"Excluded Assets"</b> means certain assets of Prudential Financial, Inc and its Affiliates as identified in the Credit Agreement and Stock and Asset Purchase Agreement, none of which, for the avoidance of doubt, represent assets of the Chargor at the date of creation of the Security</p> <p><b>"General Intangibles"</b> is as defined in Article 9 of the UCC, and includes without limitation "payment intangibles" and all interest rate or currency protection or hedging arrangements, all tax refunds, all licenses, permits, concessions and authorizations, all Assigned Agreements and all Intellectual Property)</p> <p><b>"Governmental Authorizations"</b> means all licenses, permits, certificates, registrations, memberships, exemptions, consents, variances, Orders, franchises, qualifications, ratifications, waivers, clearances and other authorizations and approvals issued or granted by or under the authority of or obtained from any Government Entity or Self-Regulatory Organization</p> <p><b>"Government Entity"</b> means any international, federal, state, provincial, territorial, municipal, local or foreign legislative body, court, administrative body, regulatory body, other governmental or quasi-governmental entity with competent jurisdiction (including any agency, branch, department, board, commission or tribunal) or any arbitrator</p> <p><b>"Guarantor"</b> means Jefferies Group, Inc</p> <p><b>"Intellectual Property"</b> shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark</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>Licenses, the Trade Secrets, and the Trade Secret Licenses</p> <p><b>"Investment Accounts"</b> shall mean any collateral account nominated in accordance with section 4.2 of the US Security Agreement, Securities Accounts (as defined in Article 8 of the UCC), Commodities Accounts and Deposit Accounts (each as defined in Article 9 of the UCC)</p> <p><b>"Investment Related Property"</b> means (i) all "investment property" (as such term is defined in Article 9 of the UCC) and (ii) all of the following (regardless of whether classified as investment property under the UCC) all Pledged Equity Interests, Pledged Debt, the Investment Accounts and certificates of deposit,</p> <p><b>"LAB Account"</b> means the specified securities portfolio account in the name of the Chargor opened and maintained with BNP Paribas Security Services.</p> <p><b>"Lanham Act"</b> means the United States Lanham Act, 15 U.S.C. § 1051</p> <p><b>"Lender"</b> means Prudential Financial, Inc. or the lender from time to time under the Credit Agreement</p> <p><b>"Lien"</b> means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities</p> <p><b>"Loan Documents"</b> means the Credit Agreement, the UK Security Agreement, the US Security Agreement and all other instruments, documents and agreements delivered by or on behalf of any party to the Credit Agreement, the US Security Agreement, or any other Loan Document in order to grant to, or perfect in favor and for the benefit of the Collateral Agent, a Lien on any real, personal or mixed property of such party as security for the obligations of any borrower under the Credit Agreement, and any report, certificate, financial statement or other document delivered or furnished pursuant to or in connection with the foregoing, and any amendment, waiver, supplement or other modification hereof or thereof</p> <p><b>"Material Adverse Effect"</b> means a material adverse effect on and/or material adverse developments with respect to (a) the business, operations, properties, assets, condition (financial or otherwise) of the Guarantor and its subsidiaries taken as a whole, (b) the ability of the Guarantor or the Chargor to fully and timely perform its Obligations, (c) the legality, validity, binding effect or enforceability against the Guarantor, any subsidiary of the Guarantor, or the Chargor of a material provision of a Loan Document to which it is a party, or (d) the material rights, remedies and benefits available to, or conferred upon, the Lender under any Loan Document</p> <p><b>"Non-Governmental Authorizations"</b> means all licenses, permits, certificates, registrations, qualifications, confirmation, clearance, exemptions, consents,</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>variances, orders, franchises, and other authorizations and approvals other than Governmental Authorizations</p> <p><b>"Obligations"</b> means, with respect to the Chargor, the aggregate amount of principal and interest on the revolving loans made to the Chargor and all other fees payable by, and obligations and liabilities of, the Chargor (including, without limitation, fees and interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the revolving loans and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Chargor, whether or not a claim for postfiling or post-petition interest is allowed in such proceeding) to the Collateral Agent, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, any other Loan Document, or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Collateral Agent that are required to be paid by the Chargor pursuant to the terms of any of the foregoing agreements)</p> <p><b>"Order"</b> means any order, writ, injunction, judgment, decree, ruling, formal directive, formal assessment or arbitration award of any Government Entity or Self-Regulatory Organization (in each case, whether preliminary or final)</p> <p><b>"Patent Licenses"</b> shall mean all agreements providing for the granting of any right in or to Patents (whether the Chargor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 of the US Security Agreement</p> <p><b>"Patents"</b> shall mean all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to (i) each patent and patent application referred to in Schedule 1 of the US Security Agreement, (ii) all reissues, divisions, continuations, continuations-inpart, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit</p> <p><b>"Pledged Debt"</b> shall mean all indebtedness owed to the Chargor, the instruments evidencing such indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness</p> <p><b>"Pledged Equity Interests"</b> shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests.</p>	

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## Particulars of a mortgage or charge

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Short particulars	<p><b>"Pledged LLC Interests"</b> shall mean all interests in any limited liability company and the certificates, if any, representing such limited liability company interests and any interest of the Chargor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests</p> <p><b>"Pledged Partnership Interests"</b> shall mean all interests in any general partnership, limited partnership, limited liability partnership or other partnership and the certificates, if any, representing such partnership interests and any interest of the Chargor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests</p> <p><b>"Pledged Stock"</b> shall mean all shares of capital stock owned by the Chargor, and the certificates, if any, representing such shares and any interest of the Chargor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares</p> <p><b>"Pledged Trust Interests"</b> shall mean all interests in a Delaware business trust or other trust and the certificates, if any, representing such trust interests and any interest of the Chargor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests</p> <p><b>"Proceeds"</b> shall mean (i) all "proceeds" as defined in Article 9 of the UCC, (ii) payments or distributions made with respect to any Investment Related Property and (iii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary</p> <p><b>"Receivables"</b> shall mean all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument (each as defined in Article 9 of the UCC), General Intangibles or Investment Related Property, together with all of Chargor's rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Receivables Records</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

**"Receivables Records"** shall mean (i) all original copies of all documents, instruments or other writings or electronic records or other Records evidencing the Receivables, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices, and other papers relating to Receivables, including, without limitation, all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of Chargor or any computer bureau or agent from time to time acting for Chargor or otherwise, (iii) all evidences of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including, without limitation, lien search reports, from filing or other registration officers, (iv) all credit information, reports and memoranda relating thereto and (v) all other written or nonwritten forms of information related in any way to the foregoing or any Receivable

**"Record"** shall have the meaning specified in Article 9 of the UCC

**"Regulatory Documents"** means, with respect to any person, all material forms, reports, registration statements, schedules and other documents, together with any amendments thereto, filed, or required to be filed, by such person with a Government Entity or Self-Regulatory Organization pursuant to applicable laws of the relevant jurisdiction

**"Restricted Scope"** means

- a) any lease, license, contract, property rights or agreement to which the Chargor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Chargor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above,
- b) any equity, partnership or membership interests (or warrants, options or other rights entitling the holder to purchase any such interest) in the Transferred Entities,
- c) any asset (including vehicles) covered by a certificate of title or ownership, whether now owned or hereafter acquired, to the extent that a security interest therein can not be perfected by the filing of UCC financing

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="325 383 1043 409">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="504 479 1281 506">statements in the jurisdiction of organisation of the Chargor,</p> <ul style="list-style-type: none"> <li data-bbox="411 544 1509 633">d) any letter of credit rights to the extent the Chargor is required by applicable law to apply the proceeds of a drawing of such letter of credit for a specified purpose,</li> <li data-bbox="411 669 1509 822">e) any stock, general or limited partnership interest, limited liability membership interest or trust interest, if, and to the extent that, and for so long as doing so would violate any applicable law or regulation, any organic restriction, any shareholder agreement or any other contractual restriction binding on the holder of or relating to such interests,</li> <li data-bbox="411 857 1509 1010">f) any assets that are subject to any Security (including any agreement to give any Security) permitted under clauses (b) through (e) of Section 8 02 of the Credit Agreement, to the extent that, and for so long as, granting a security interest therein would violate any contractual restriction relating to such assets,</li> <li data-bbox="411 1046 1509 1292">g) any "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an amendment to allege use or a statement of use under sections 1(c) or 1(d) of the Lanham Act has been filed and accepted, to the extent that, and solely during the period for which, any assignment of or grant of a security interest in such "intent to use" application prior to such filing and acceptance would violate the Lanham Act or cause any abandonment or invalidation of such registration, and</li> <li data-bbox="411 1328 1509 1449">h) all segregated Deposit Accounts and Securities Accounts (as each is defined in article 9 of the UCC) established for the purpose of complying with Section 4d(2) of the Commodity Exchange Act and CFTC Rule 1 20, and all cash and Securities Entitlements from time to time held therein</li> </ul> <p data-bbox="419 1487 1509 1576"><b>"Security"</b> means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p data-bbox="419 1615 1509 1736"><b>"Self-Regulatory Organization"</b> means any securities exchange, futures exchange, contract market, registered futures association, securities clearinghouse, derivatives clearinghouse, registered national securities association, corporation or similar self-regulatory body or organization</p> <p data-bbox="419 1774 1509 1863"><b>"Stock and Asset Purchase Agreement"</b> means the stock and asset purchase agreement between Prudential Financial, Inc and Jefferies Group, Inc dated 6 April 2011</p> <p data-bbox="419 1901 1509 1955"><b>"Supporting Obligations"</b> means all "supporting obligations" as defined in Article 9 of the UCC</p> <p data-bbox="419 1993 1509 2020"><b>"Trademark Licenses"</b> shall mean any and all agreements providing for the</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>granting of any right in or to Trademarks (whether the Chargor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 of the US Security Agreement</p> <p><b>"Trademarks"</b> shall mean all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in schedule 1 of the US Security Agreement, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit</p> <p><b>"Trade Secret Licenses"</b> shall mean any and all agreements providing for the granting of any right in or to Trade Secrets (whether the Chargor is licensee or licensor thereunder)</p> <p><b>"Trade Secrets"</b> shall mean all trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit</p> <p><b>"Transferred Employee"</b> means each Employee who accepts Jefferies Group, Inc 's offer of employment, together with the Employees of the Transferred Entities as of the closing date of the Stock and Asset Purchase Agreement</p> <p><b>"Transferred Employees' Records"</b> means those files related to the Transferred Employees, <u>provided</u> that Transferred Employees' Records shall not include any files the transfer of which would be prohibited by law</p> <p><b>"Transferred Entities"</b> means Prudential Bache Commodities, LLC, Prudential Bache Securities, LLC, Prudential Bache Asset Management, Inc , P-B Finance, Ltd , PB Financial Services, Inc , PFDS Holdings, LLC, the Chargor, and Bache Commodities (Hong Kong) Ltd</p> <p><b>"UCC"</b> means the United States Uniform Commercial Code as in effect in the State of the USA where the applicable property is located</p> <p><b>"UK Security Agreement"</b> means the UK security agreement dated 01 July 2011 and made under English law between the Chargor and the Collateral Agent</p>

# MG01 - continuation page

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



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

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

**COMPANY NO. 512397  
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN US SECURITY AGREEMENT  
DATED 1 JULY 2011 AND CREATED BY JEFFERIES BACHE  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY FOMERLY KNOWN AS BACHE  
COMMODITIES LIMITED TO PRUDENTIAL FINANCIAL, INC  
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 11 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JULY 2011

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES