

MG01

Particulars of a mortgage or charge



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LASERFORM

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 re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

TUESDAY



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27/09/2011

281

COMPANIES HOUSE

For official use

1 Company details

Company number 5 1 2 3 9 7

Company name in full Jefferies Bache Limited (the "**Chargor**")

→ 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 / d1 d6 m0 m9 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 An English law debenture (the "**Debenture**") made between (1) the Chargor
and (2) JPMorgan Chase Bank, N A as trustee for the Secured Parties
(defined below) (the "**UK Security Trustee**")

4 Amount secured

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

Amount secured Please see Part 1 of the attached continuation
sheets, to be read in conjunction with Part 4,
which contains applicable definitions

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 JPMorgan Chase Bank, N A , Attn Christina Masroor

Address Loan and Agency Services Group, 1111 Fannin Street,
10th Floor, Houston

Postcode T X 7 7 0 0 2

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

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Please see Part 2 of the attached continuation sheets, to be read in conjunction with Part 4, which contains applicable definitions

Please see Part 3 of the attached continuation sheets, which contains a summary of certain covenants contained in the Debenture

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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 Mayer Brown International Ltd 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

Company name

Mayer Brown International LLP

Address 201 Bishopsgate

Post town London

County/Region

Postcode

E C 2 M 3 A F

Country

DX DX 556 London and City

Telephone +44 20 3130 3000



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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p data-bbox="304 385 1157 421">Part 1 - Definition of obligations secured</p> <p data-bbox="304 421 1157 571">The "Secured Obligations", defined in Clause 1 2 (<i>Definitions</i>) of the Debenture to mean the Obligations (as such term is defined in the Credit Agreement) from time to time incurred by the Chargor <u>to any Secured Party</u> under the Credit Documents</p> <p data-bbox="304 571 1157 616">(a) in whatever currency,</p> <p data-bbox="304 616 1157 705">(b) whether due, owing or incurred alone or jointly with others or as principal, surety or otherwise, and</p> <p data-bbox="304 705 1157 795">(c) including monies and liabilities purchased by or transferred to the relevant Secured Party,</p> <p data-bbox="304 795 1157 952">but excluding any money, obligation or liability which would cause the covenant set out in Clause 2 1 (<i>Covenant to pay</i>) of the Debenture or the security which would otherwise be constituted by the Debenture to be unlawful or prohibited by any applicable law or regulation</p> <p data-bbox="304 952 1157 1041">Please read this in conjunction with Part 4, which contains applicable definitions</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>Part 2 - Particulars of property</p> <p>1 Fixed charges</p> <p>Effective as of the Initial Funding Date (but not prior thereto) and as security for the payment and discharge of the Secured Obligations, in Clause 3 1 (<i>Fixed charges</i>) of the Debenture the Chargor with full title guarantee (subject to any Permitted Encumbrance) charges to the UK Security Trustee by way of first fixed charge</p> <p>(a) Equipment: all of its rights in any plant, machinery, vehicles, Equipment and other chattels (but excluding its stock in trade or work in progress),</p> <p>(b) Goodwill: all of its goodwill and uncalled capital from time to time and all of its rights to future calls in respect of capital,</p> <p>(c) Inventory: all of its right in any Inventory,</p> <p>(d) Receivables: all of its rights in respect of the Receivables,</p> <p>(e) Collections Accounts all of its rights in any credit balance of any Collections Account and the indebtedness represented by it,</p> <p>(f) Payment Accounts: all of its rights in any credit balances on any Payment Account and the indebtedness represented by it,</p> <p>(g) Other bank accounts: all of its rights in any credit balances on any other bank accounts (other than any Payroll Accounts) and the indebtedness represented by them,</p> <p>(h) Investments: all of its rights in any Investments (and all rights against any nominee or other trustee, fiduciary, custodian or clearing system with respect to any Investments),</p> <p>(i) Intellectual property rights: all of its rights in its Intellectual Property,</p> <p>(j) Licences: to the extent not prohibited under the terms applicable thereto, all licences, consents and other Authorisations held in connection with its business or the use of any Secured Assets and all of its rights in connection with them, and</p> <p>(k) Other documents: all of its rights in any agreements, reports, books, records and other documents from time to time relating to all or any part of the Secured Assets, other than those assigned by Clause 3 2 of the Debenture, including rights under standby (or other) letters of credit,</p> <p>provided that no fixed charge shall be granted (or required to be granted subject to Clause 5 3 (<i>Further assurance</i>) and Clause 5 4 (<i>Non-Assignable Rights</i>) of the Debenture) over the Excluded Assets</p> <p>2 Assignments</p> <p>Effective as of the Initial Funding Date (but not prior thereto) and as security for the payment and discharge of the Secured Obligations, in Clause 3 2 (<i>Assignments</i>) of the Debenture the Chargor with full title guarantee (subject to</p>	

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any Permitted Encumbrance) assigns absolutely to the UK Security Trustee

(a) **Insurance:** all of its rights in its Insurances and in any Insurance Proceeds, and

(b) **Assigned Documents:** all of its rights under the Assigned Documents,

provided that the Chargor shall not (and subject to Clause 5 3 (*Further assurance*) and Clause 5 4 (*Non-Assignable Rights*) of the Debenture shall not be required to) assign any Excluded Assets

For the avoidance of doubt, the Chargor will remain at all times liable in respect of all of its obligations under each of the Assigned Documents to the same extent as if the Security had not been created and neither the UK Security Trustee, any other Finance Party nor any Receiver will be under any obligation or liability to the Chargor or to any other person under or in respect of any Assigned Document

3 Floating charge

Effective as of the Initial Funding Date (but not prior thereto) and as security for the payment and discharge of the Secured Obligations, in Clause 3 3 (*Floating charge*) of the Debenture the Chargor with full title guarantee (subject to any Permitted Encumbrance) charges to the UK Security Trustee by way of first floating charge the whole of its undertaking and other assets (other than assets validly and effectively charged or assigned (whether at law or in equity) from time to time pursuant to Clauses 3 1 (*Fixed charges*) by way of fixed security and 3 2 (*Assignments*) of the Debenture by way of assignment, provided that a floating charge shall not be granted over any Excluded Assets Schedule B1, Paragraph 14 Insolvency Act 1986 shall apply to the floating charge contained in the Debenture

Part 3 - Covenants

1 In Clause 7 1 (*Negative pledge*) of the Debenture, the Chargor undertakes that it will not, at any time prior to the Discharge Date, create or permit to subsist any Security Interest over any Secured Asset other than a Permitted Encumbrance

2 In Clause 7 2 (*No disposals*) of the Debenture, the Chargor undertakes that it will not, at any time prior to the Discharge Date, dispose of (or agree to dispose of) any Secured Asset except in the case of

(a) disposals which are expressly permitted by the Credit Agreement or the Debenture, and

(b) assets which are the subject of the floating charge created by the Debenture, or subject to the security created by Clause 3 1 (*Fixed charges*) of the Debenture (other than Clause 3 1(e) (summarised in paragraph 1(e) of Part 2 of this form MG01)) which (in each case) may be disposed of in the ordinary course of its business

3 In Clause 9 1 (*No dealings with Receivables*) of the Debenture, the Chargor covenants that it shall not create a Security Interest (other than any Permitted Encumbrance), sell, assign, factor, discount, dispose, release, set off, exchange, compound, grant time or indulgence, subordinate its rights in respect of any of its Receivables to the rights of any other person in relation to debts owed to

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Short particulars

such person or otherwise deal over, of or with its Receivables (nor, in each such case, purport to do so) otherwise than as permitted under Clause 7.2 (No Disposals) of the Debenture, or by getting in and realising them in the ordinary and proper course of its business (and for this purpose the realisation of the Receivables by means of block discounting, factoring or the like shall not be regarded as dealing in the ordinary and proper course of its business)

4 In Clause 13 (Assigned Documents) of the Debenture, the Chargor covenants that it shall

(a) prior to the occurrence of a Trigger Event which is continuing, not waive any rights under nor amend, novate, repudiate, rescind any Assigned Document if to do so would materially adversely affect the ability to collect or enforce against the Assigned Documents,

(b) with effect from the occurrence of a Trigger Event and whilst the same is continuing, not waive any rights under nor amend, novate, repudiate, rescind or otherwise terminate or permit to be terminated any Assigned Document without the prior written consent of the UK Security Trustee, and

(c) diligently pursue any remedies available to it for any breach of, or in respect of any claim in relation to, any Assigned Document

5 In Clause 5.3 (Further assurance) of the Debenture, the Chargor covenants that it shall at the request of the UK Security Trustee and at its own expense promptly execute (in such form as the UK Security Trustee may reasonably require) any Instruments or other documents and otherwise do any acts and things which the UK Security Trustee may require to improve, preserve, perfect or protect the security created (or intended to be created) by the Debenture or the priority of it (acting reasonably prior to the occurrence of an Enforcement Event) or, following the occurrence of an Enforcement Event and whilst the same is continuing to facilitate the realisation or enforcement of it or to exercise any of the rights of the UK Security Trustee any other Finance Party or any Receiver in relation to the same, provided that nothing in Clause 5.3 (Further Assurance) of the Debenture shall entitle the UK Security Trustee to require the Chargor to grant any Security Interest over an Excluded Asset (unless any such Excluded Asset is no longer subject to the initial circumstances that prevented it from being subject to the Security or any other such similar prohibitions or circumstances) or to do any acts or things which, according to the terms of the Debenture, the Chargor is required to take following the occurrence of a specified event or circumstance prior to such event or circumstance occurring

Part 4 - Definitions

"Assigned Documents" means the Brokerage Contracts, the Exchange and Trading Platform Contracts and all Hedging Agreements

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

"Brokerage Contracts" means all agreements with any party for which or on behalf of which the Chargor provides broking, prime broking, clearing, dealing or execution services, regardless of trading venue, but excluding, for the avoidance

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>of doubt, the Professional Client Agreements</p> <p>"Collections Accounts" means any and all separate and denominated accounts as may be maintained by the Chargor with a bank in accordance with the provisions of Clause 9 2 (<i>Designated Bank Accounts</i>) of the Debenture being those accounts the account details of which are set out in Schedule 1, Part 1 (<i>Collections and Payment Accounts</i>) of the Debenture, or any account designated from time to time by the UK Security Trustee and the Chargor to which Receivables of the Chargor are to be paid or credited following the occurrence of a Trigger Event and whilst the same is continuing Part 1 of Schedule 1 (<i>Collections and Payment Accounts</i>) to the Debenture contains a list of certain accounts held by the Chargor with JPMorgan Chase Bank, N A , London Branch</p> <p>"Credit Agreement" means the credit agreement dated 26 August 2011 and made between amongst others (1) the Chargor as borrower and (2) JPMorgan Chase Bank, N A in various capacities including as UK Security Trustee</p> <p>"Credit Documents" has the meaning given to it in the Credit Agreement</p> <p>"Discharge Date" has the meaning given to it in Clause 20 1 (<i>Continuing security</i>) of the Debenture</p> <p>"Enforcement Event" means on or after the Initial Funding Date any of the following</p> <p>(a) the occurrence of an Event of Default (as defined in the Credit Agreement),</p> <p>(b) the UK Security Trustee or any Finance Party receiving a notice of intention to appoint an Administrator (as defined in the Debenture) in respect of the Chargor pursuant to the Insolvency Act 1986; or</p> <p>(c) an application being made pursuant to the Insolvency Act 1986 for an administration order to be made in respect of the Chargor or the taking of any steps in relation to the appointment of an Administrator of the Chargor</p> <p>"Equipment" means in relation to the Chargor, all of its now owned and hereafter acquired machinery, equipment, furniture, furnishings, fixtures and other tangible personal property of any kind, as well as all of its rights and interest with respect to such types of property leased by it (other than real property) under such leases together with all present and future additions and accessions thereto and replacements therefore, component and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto, wherever any of the foregoing is located (except in each case Inventory)</p> <p>"Exchange and Trading Platform Contracts" means all agreements executed on any multilateral system which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments or commodities in respect of the financial instruments or commodities admitted to trading under its rules and/or systems, whether or not regulated in any jurisdiction</p> <p>"Excluded Assets" means</p> <p>(a) all rights in and to the Non-Charged Accounts and all rights in and to shares, stocks, debentures, bonds and other securities or investments held in a</p>	

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Non-Charged Account,</p> <p>(b) all rights and obligations under the Master Netting Agreements (as defined in the Debenture),</p> <p>(c) all rights in and to transactions entered into pursuant to an ISDA Master Agreement save to the extent security is permitted to be taken under Section 7 of the ISDA Master Agreement, where the Chargor is the non-defaulting party,</p> <p>(d) any Equity Interest (as defined in the Credit Agreement) in a Subsidiary (as defined in the Credit Agreement) or Affiliate (as defined in the Credit Agreement) not required to be pledged pursuant to Section 5 13(a) of the Credit Agreement, and</p> <p>(e) all rights in and to any contract, document, instrument or agreement to which the Chargor is a party (a "Relevant Document") and for so long as the grant of a Security Interest therein or an assignment thereof in accordance with the Debenture shall (1) constitute or result in a breach of the terms and conditions, or termination, of (or result in a party having the right to terminate) such Relevant Document or constitute a default thereunder or (2) violate any applicable law or regulation (in each case to the extent of any such restriction), provided that, if a Relevant Document constitutes an Excluded Asset for the purposes of Clause 3 2 (Assignments) of the Debenture but the grant of a charge as contemplated under Clause 3 1 (Fixed charges) of the Debenture or, as applicable, Clause 3 3 (Floating charge) of the Debenture shall neither constitute or result in a breach of the terms and conditions, or termination, of (or result in a party having the right to terminate) such Relevant Document or default thereunder nor violate any applicable law or regulation, such Relevant Document shall not constitute an Excluded Asset for the purposes of Clause 3 1 (Fixed charges) of the Debenture or Clause 3 3 (Floating charge) of the Debenture (as the case may be) and the term "Excluded Assets" shall be construed accordingly</p> <p>"Finance Parties" means the Administrative Agent (as defined in the Credit Agreement), UK Security Trustee and the Lenders (as defined in the Debenture)</p> <p>"Hedging Agreements" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, <u>provided</u> that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Chargor shall be a Hedging Agreement</p> <p>"Initial Funding Date" has the meaning given to it in the Credit Agreement</p> <p>"Instrument" means any document (which term includes any form of writing) under which any obligation is evidenced or undertaken or any Security Interest (or right in any Security Interest) is granted or perfected or purported to be granted or perfected</p> <p>"Insurance" means any policy or contract of insurance and including, for the avoidance of doubt, any renewal of or replacement for any policy or contract of insurance and in relation to the Chargor, "its Insurances" means all Insurances in</p>	

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which it has any rights (including as loss payee or additional insured)

"Insurance Proceeds" means any monies which may from time to time be payable to or received by the Chargor (whether as an insured party, beneficiary or as loss payee) under any Insurance and the proceeds of all claims made by the Chargor under any Insurance

"Intellectual Property" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these (except for "intent to use" applications for trade mark or service mark registrations filed pursuant to section 1(b) of the United States Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under sections 1(c) and 1(d) of the said Act has been filed) anywhere in the world, "its Intellectual Property" means all Intellectual Property in which it has any rights

"Inventory" means all of the Chargor's now owned or hereafter acquired commodities inventory (including metals (silver, copper, and tin) and grain), goods and merchandise, wherever located, all raw materials, work-in-progress, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in its business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property and all documents of title or other documents representing them

"Investment" means any share, stock, debenture, bond or other security or investment (in each case together with any associated dividends, interests and other assets), its Investments" means all Investments (including where applicable, those listed in Schedule 2 (Specified Investments) to the Debenture) in which it has any rights Schedule 2 (Specified Investments) to the Debenture lists account with identification number 078910011 held with Jefferies Bache, LLC

"Master Netting Agreement" means each Futures and Options Association form master netting agreement and the schedules thereto entered into between the Chargor and a customer from time to time

"Non-Charged Account" means

- (a) any account at a bank, or a money market deposit account, in the name of the Chargor which holds the money or other assets of one or more of its clients, which the Chargor treats as client money or assets in accordance with the FSA's Client Money Rules in Client Assets sourcebook (CASS), and which is typically identified separately from any accounts used to hold money or other assets belonging to the firm,
- (b) accounts held with BNP Paribas Securities Services with account numbers 40708001, 40708010, 40708028 and 1040407080V,
- (c) an account held with Caisse Des Depots with account number 0000370992BEUR,
- (d) an account held with the French Registry for GHG Emissions maintained by

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Caisse Des Depots et Consignations with account number FR-121-1351-0,

(e) an account held with the Swiss Emissions Trading Registry with account number CH-100-838-0,

(f) accounts held with Clearstream Banking AG or Clearstream International S A with account numbers 8651, 68651 and 69081,

(g) an account held with Den Norske Bank with account number 13128397,

(h) an account held with the UK Emissions Trading Registry with account number GB-121-1047-0, and

(i) an account held with Deutsche Bundesbank with account number DEMARKSBCHLGB22XXXDAKV01CASCADE8651

"Payment Accounts" means the accounts used by the Chargor to operate its business (including the receipt of the proceeds of Receivables prior to a Trigger Event which is continuing) and details of which are set out in Schedule 1, Part 2 (Collection and Payment Accounts) of the Debenture or any other account opened and maintained by the Chargor after the date of the Debenture and which has been designated as such by the Chargor (but excluding any Collections Account, Non-Charged Account or Payroll Account)

Part 2 of Schedule 1 (Collection and Payment Accounts) to the Debenture contains a list of certain accounts held by the Chargor with JPMorgan Chase Bank, N A , London Branch, Barclays Bank Plc, Deutsche Bundesbank and Postbank

"Payroll Account" means any account used solely for payroll, payroll taxes or other employee wage and benefit payments,

"Permitted Encumbrance" means Liens (as defined in the Credit Agreement) permitted by Section 6 02 of the Credit Agreement and shall include Liens (as defined by the Credit Agreement) pursuant to the US Security Agreement (as defined in the Debenture)

"Professional Client Agreement" means each professional client agreement entered into between the Chargor and a customer from time to time in the Chargor's standard form as in use on the Effective Date (as defined in the Credit Agreement) or substantially in such form, provided that no variations thereto shall materially adversely affect the ability to collect or enforce a customer's "Outstandings" under and as defined in any Professional Client Agreement thereunder

"Receivables" means all book debts, both present and future, due or owing to the Chargor and all other monetary debts and claims, choses in action and other rights and benefits both present and future (including, in each such case, the proceeds thereof and all damages and dividends in relation thereto) due or owing to the Chargor and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens) including, without limitation, (i) "Outstandings" under and as defined in any Professional Client Agreement (subject to any set-off under Clause 5 (Set-off) of the relevant Master Netting Agreement (or any equivalent clause in a Master

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Short particulars	<p>Netting Agreement), including interest calculated pursuant to Clause 4.7 of such Master Netting Agreement (or any equivalent clause in a Master Netting Agreement)), (ii) amounts representing the credit line extended to customers of the Chargor to cover initial margin or variation margin requirements pursuant to the terms of any Professional Client Agreement, (iii) any other amount representing unpaid margin calls and (iv) amounts returned from any exchange or clearing house representing amounts equal to initial margin or variation margin posted to such exchange or clearing house by the Chargor, whether for its own account or on behalf of one of its customers</p> <p>"Receiver" means any receiver, receiver and manager or administrative receiver appointed under the Debenture by the UK Security Trustee over all or any of the Secured Assets whether solely, jointly, severally or jointly and severally with any other person and includes any substitute for any of them appointed from time to time</p> <p>"Secured Assets" means the Assigned Documents, the Investments and the other assets from time to time the subject of the Security "Secured Asset" means any of them and any reference to one or more of the Secured Assets includes all or any part of it or each of them</p> <p>"Secured Parties" means any person to which the Chargor may from time to time owe any monies or incur any obligations or other liabilities under the Credit Documents (as defined in the Credit Agreement) including the Administrative Agent (as defined in the Credit Agreement), the UK Security Trustee, the Lenders (as defined in the Credit Agreement) or their respective Affiliates (as defined in the Credit Agreement), any indemnified parties under the Credit Documents and any Receiver or delegate of a Receiver</p> <p>"Security" means the Security Interests constituted by or pursuant to the Debenture</p> <p>"Security Interest" 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>"Trigger Event" has the meaning given to that term in the Credit Agreement and which occurs on or after the Initial Funding Date</p> <p>Pursuant to Clause 1.3(b)(xvi) of the Debenture to the extent that the Debenture uses a defined term with respect to any category of Secured Assets that includes any Excluded Assets, such term shall be interpreted for all purposes of the Debenture to be reference solely to Secured Assets in that category which is not an Excluded Asset</p>	



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. 12**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH LAW DEBENTURE
DATED 16 SEPTEMBER 2011 AND CREATED BY JEFFERIES
BACHE LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ANY SECURED PARTY
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 27 SEPTEMBER 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 SEPTEMBER
2011**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DX