

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the Web
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☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☐ What this form is NO
You may not use this form to
register a charge where
instrument Use form N

TUESDAY



LD2
"L34FA7UA"
25/03/2014
COMPANIES HOUSE #7

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number ☒ 5 1 2 3 9 7

Company name in full Jefferies Bache Limited

For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date ☒ 0 5 0 3 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

☒ Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Eurex Clearing Aktiengesellschaft

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

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Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X



X

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

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Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
Andrew Coe

Company name
Jefferies Bache Limited

Address
Vintners Place

68 Upper Thames Street

Post town

County/Region
London

Postcode
E C 4 V 3 B J

Country

DX

Telephone
020 7029 8796



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 512397

Charge code. 0051 2397 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th March 2014 and created by JEFFERIES BACHE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th March 2014.

P

Given at Companies House, Cardiff on 27th March 2014



Companies House



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

Pledge Agreement
relating to
the pledge of Eligible Margin Assets in the form of
Securities
and supplementing
the Clearing Agreement pursuant to Appendix 1 of the
Clearing Conditions for Eurex Clearing AG

between

Jefferies Bache Limited

as Clearing Member

THIS IS A TRUE AND
CERTIFIED COPY

and

Eurex Clearing AG, Frankfurt/Main

AM
ANDREW LOE
SOLEUTOR
24/3/14

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



This agreement (the "Agreement") is dated 5 March 2014 and entered into

BETWEEN

- (1) Jefferies Bache Limited

(legal name)

☐ acting through / ☒ having its (☒ registered) office at

Vintners Place, 68 Upper Thames Street, London EC4V 3BJ

as Clearing Member (the "Clearing Member"), and

- (2) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered office at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("Eurex Clearing AG")

The Clearing Member and Eurex Clearing AG are hereinafter also referred to as the "Parties" and each of them as a "Party".

WHEREAS

- (A) On 29 November 2013 the Parties entered into a Clearing Agreement in the form appended to the Clearing Conditions (as defined in Number 1 below) as Appendix 1 (the "Existing Clearing Agreement")
- (B) The pledges granted by the Clearing Member to Eurex Clearing AG in the Existing Clearing Agreement in order to provide Margin for purposes of the Elementary Clearing Model Provisions and, if the Existing Clearing Agreement also qualifies as a Net Omnibus Clearing Agreement, Net Omnibus Margin for purposes of the Net Omnibus Clearing Model Provisions have not been registered in United Kingdom [insert jurisdiction of the Clearing Member] As of 3 February 2014 the Clearing Conditions require the Clearing Member (i) to grant a pledge to Eurex Clearing AG over all Securities which are at present or will in the future be credited to its Pledged Securities Account, Elementary Omnibus Pledged Securities Account and/or Net Omnibus Pledged Securities Account, as applicable, and (ii) to arrange for the due filing and registration of these pledges with any relevant competent authority or register Accordingly, to allow for their registration in United Kingdom [insert jurisdiction of the Clearing Member], the Clearing Member intends to grant new pledges over Eligible Margin Assets in the form of Securities that are eligible for registration and to register these pledges in United Kingdom [insert jurisdiction of the Clearing Member]
- (C) The Parties intend to supplement the Existing Clearing Agreement as further set out herein

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



NOW THEREFORE, the Parties agree as follows

1 Clearing Conditions; Definitions

The Parties agree that this Agreement forms an integral part of the Clearing Conditions for Eurex Clearing AG as amended from time to time and as referred to in the Existing Clearing Agreement pursuant to Recital (A) (the "Clearing Conditions")

Unless the context requires otherwise, capitalised terms used in this Agreement but not defined herein shall have the same meaning given to them in the Clearing Conditions

2 Supplements to the Existing Clearing Agreement

The Existing Clearing Agreement shall be supplemented by the following provisions

2.1 Pledge with respect to Own Transactions and Elementary Omnibus Transactions

In case the Value Based Allocation is the Applicable Allocation Method, the following applies

In order to provide Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or will in the future be deposited in the pledged securities account (such account as separately identified for such purpose between Eurex Clearing AG and the Clearing Member) maintained exclusively for Eurex Clearing AG by the Clearing Member or maintained by Eurex Clearing AG with a securities depository bank which is recognised by Eurex Clearing AG or at a Custodian or Central Securities Depository ("CSD"), in case of a pledged securities account of the Clearing Member or Eurex Clearing AG with Clearstream Banking S A Clause 2.3 shall apply For the purpose of such pledge, the Clearing Member hereby assigns its rights to claim these securities from such CSD to Eurex Clearing AG As regards the pledge of Swiss intermediated securities an additional control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG will be concluded The Clearing Member shall promptly notify the CSD of the conclusion of this agreement to pledge securities

The Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieversprechen*) to Eurex Clearing AG that it is the owner of the pledged securities and that such securities are not subject to any prior or equal claims of third parties (other than Eurex Clearing AG) The Clearing Member shall not, for the duration of such pledge, permit any such claims to arise without the prior consent of Eurex Clearing AG

Upon maturity of the pledge (*Pfandreife*), Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may appropriate such securities in whole or in part The appropriation right expires upon it being exercised by Eurex Clearing AG or upon sale of the pledged securities

Chapter I Part 2 Number 6.6.3 of the Clearing Conditions shall remain unaffected

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



In case the Asset Based Allocation is the Applicable Allocation Method, the following applies

In order to provide Elementary Proprietary Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or will in the future be deposited in the pledged securities account (such account as separately identified for such purpose between Eurex Clearing AG and the Clearing Member as the Pledged Securities Account) maintained exclusively for Eurex Clearing AG by the Clearing Member or maintained by Eurex Clearing AG with a securities depository bank which is recognised by Eurex Clearing AG or at a Custodian or CSD, in case of a pledged securities account of the Clearing Member or Eurex Clearing AG with Clearstream Banking S A Clause 2 3 shall apply

In order to provide Elementary Omnibus Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or will in the future be deposited in the pledged securities account (such account as separately identified for such purpose between Eurex Clearing AG and the Clearing Member as the Elementary Omnibus Pledged Securities Account) maintained exclusively for Eurex Clearing AG by the Clearing Member or maintained by Eurex Clearing AG with a securities depository bank which is recognised by Eurex Clearing AG or at a Custodian or CSD, in case of a pledged securities account of the Clearing Member or Eurex Clearing AG with Clearstream Banking S A Clause 2 3 shall apply

For the purpose of such pledges, the Clearing Member hereby assigns its rights to claim these securities from such CSD to Eurex Clearing AG As regards the pledge of Swiss intermediated securities an additional control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG will be concluded The Clearing Member shall promptly notify the CSD of the conclusion of this agreement to pledge securities

The Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that it is the owner of the pledged securities and that such securities are not subject to any prior or equal claims of third parties (other than Eurex Clearing AG) The Clearing Member shall not, for the duration of such pledge, permit any such claims to arise without the prior consent of Eurex Clearing AG

Upon maturity of the pledge (*Pfandreife*), Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may appropriate such securities in whole or in part The appropriation right expires upon it being exercised by Eurex Clearing AG or upon sale of the pledged securities

Chapter I Part 2 Number 6 6 3 of the Clearing Conditions shall remain unaffected

2.2 Pledge with respect to Net Omnibus Transactions

This Clause 2 2 only applies if the Existing Clearing Agreement also qualifies as a Net Omnibus Clearing Agreement

In order to provide Net Omnibus Margin in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or will in the future be deposited in the pledged securities account (such account as separately identified between Eurex Clearing AG and the Clearing Member as the Net Omnibus Pledged Securities Account) maintained exclusively for Eurex Clearing AG by the Clearing Member with a CSD for such purpose, in case of a pledged securities account of the Clearing Member with Clearstream Banking S A Clause 2 3 shall apply

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



For the purpose of such pledge, the Clearing Member hereby assigns its rights to claim these securities from such CSD to Eurex Clearing AG. As regards the pledge of Swiss intermediated securities an additional control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG will be concluded. The Clearing Member shall promptly notify the CSD of the conclusion of this agreement to pledge securities.

The Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieversprechen*) to Eurex Clearing AG that it is the owner of the pledged securities and that such securities are not subject to any prior or equal claims of third parties (other than Eurex Clearing AG). The Clearing Member shall not, for the duration of such pledge, permit any such claims to arise without the prior consent of Eurex Clearing AG.

Upon maturity of the pledge (*Pfandreife*), Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon sale of the pledged securities.

Chapter I Part 4 Number 6 6 3 of the Clearing Conditions shall remain unaffected.

2.3 Provision of Margin and Net Omnibus Margin deposited in a pledged securities account with Clearstream Banking S A

In case a pledged securities account is opened with Clearstream Banking S A as CSD in order to provide Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 or Net Omnibus Margin in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions, the pledge for the benefit of Eurex Clearing AG over all securities which are at present or will in the future be deposited in the pledged securities account will be created by concluding a separate pledge agreement governed by Luxembourg law. The Clearing Member hereby undertakes to issue all relevant notices to Clearstream Banking S A for the perfection of the pledge.

Chapter I Part 2 Number 6 6 3 and Chapter I Part 4 Number 6 6 3 of the Clearing Conditions shall remain unaffected.

2.4 Security Purpose (*Sicherungszweck*)

2.4.1 The pledges of the Securities pursuant to Clause 2.1 shall secure the relevant Secured Claims pursuant to Chapter I Part 2 Number 6.5 of the Clearing Conditions.

2.4.2 The pledges of the Securities pursuant to Clause 2.2 shall be subject to the security purpose set out in Chapter I Part 4 Number 6.6.2 of the Clearing Conditions.

2.5 References

The Parties further agree that

2.5.1 references in the Clearing Conditions to Margin, Elementary Proprietary Margin and Elementary Omnibus Margin, respectively, that relate to Eligible Margin Assets in the form of Securities for purposes of the Elementary Clearing Model Provisions shall include the relevant pledges granted pursuant to Clause 2.1 above and any pledges granted in accordance with Clause 2.3 above in order to provide Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 of the Clearing Conditions, and

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



2.5.2 references in the Clearing Conditions to Net Omnibus Margin that relates to Eligible Margin Assets in the form of Securities for purposes of the Net Omnibus Clearing Model Provisions shall include the pledges granted pursuant to Clause 2.2 above and any pledges granted in accordance with Clause 2.3 above in order to provide Net Omnibus Margin in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions

2.6 Registration

The Clearing Member will arrange for the due filing and registration with any relevant competent authority or register of any security interest granted or to be granted pursuant to or in accordance with Clause 2.1 and/or Clause 2.2 and will evidence the due filing and registration of such security interest to Eurex Clearing AG

2.7 Existing Pledges

The validity of the pledges pursuant to Clause 2.1 and/or Clause 2.2 shall be independent from the validity and enforceability of any pledges already granted over such Eligible Margin Assets pursuant to the Existing Clearing Agreement

3 Representations

3.1 The Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieversprechen*) to Eurex Clearing AG that at the time it enters into this Agreement

- 3.1.1 it has the power to enter into, deliver and perform this Agreement and any other documentation relating to this Agreement to which it is a party and has taken all necessary action to authorise such execution, delivery and performance,
- 3.1.2 its entry into, delivery and performance of this Agreement and any other documentation relating to this Agreement to which it is a party do not conflict with any law or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any agreement or instrument by which it is bound or which affects any of its assets,
- 3.1.3 it has all governmental and other consents that are required to have been obtained by it with respect to its entry into and performance of this Agreement and are in full force and effect and all conditions of any such consents have been complied with,
- 3.1.4 no order has been made or applied for or resolution passed for the suspension of payments or dissolution, termination of existence, liquidation, winding-up, bankruptcy, insolvency, judicial management or curatorship, in each case, with respect to it,

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



- 3 1 5 no moratorium in respect of all or any debts or a composition or an arrangement with creditors or any similar proceeding or arrangement by which its assets are submitted to the control of its creditors is ordered, declared or applied for, in each case, with respect to it,
- 3 1 6 no liquidator, trustee, administrator, receiver or similar officer has been appointed in respect of it or in respect of all or a substantial part of its assets,
- 3 1 7 it is able to pay its debts as and when they fall due, will not become unable to pay its debts as a consequence of entering into this Agreement, and
- 3 1 8 no event has occurred or circumstance arisen with respect to it which, had the Parties already entered into this Agreement, might (whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement) constitute a Termination Event or Insolvency Termination Event with respect to the Clearing Member

4 Amendments

- 4 0 1 The Parties agree that, in the event of any amendment of the Existing Clearing Agreement (including pursuant to Clause 12 of the Existing Clearing Agreement) or the Clearing Conditions that relates to the pledges granted in the Existing Clearing Agreement, such amendment shall automatically result in an amendment of the corresponding provisions of this Agreement on the pledges granted herein. For the avoidance of doubt, the exercise by the Clearing Member of its objection right pursuant to Number 17 2 3 of the General Clearing Provisions in relation to any such provision of the Existing Clearing Agreement or the Clearing Conditions shall also extend to the automatic amendment of the corresponding provisions of this Agreement pursuant to the preceding sentence
- 4 0 2 In addition, this Agreement may be amended at any time by written agreement between Eurex Clearing AG and the Clearing Member by executing an amended and restated version of this Agreement

5 Governing Law; Jurisdiction, Place of Performance; Severability Clause


Clauses 14 (*Governing Law, Jurisdiction, Place of Performance*) and 15 (*Severability Clause*) of the Existing Clearing Agreement, as may be amended from time to time pursuant to Number 17 2 of the General Clearing Provisions, shall apply *mutatis mutandis* to this Agreement


**Pledge Agreement relating to the pledge of
Eligible Margin Assets and supplementing
Clearing Agreement**




**SIGNATURES
to the Agreement**


Jefferies Bache Limited
(as Clearing Member)

Name 
Function **MARC BAILEY
President
Jefferies Bache Limited**

Name 
Function **Michael Coomber
Director**

Eurex Clearing Aktiengesellschaft
(Eurex Clearing AG)

Name 
Function **SWAR HATHI
EXECUTIVE DIRECTOR**

Name 
Function **G. JENKINS
Head of markets
Services London.**