

MG01

Particulars of a mortgage or charge

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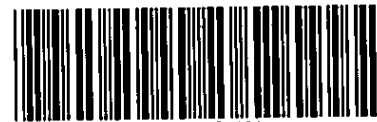
A fee is payable with this form.

We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.

☐ **What this form is NOT for**
You cannot use this form to
register particulars of a charge for a
company. To do this, please
use form MG01s.

FRIDAY



LD3 08/01/2010 257
COMPANIES HOUSE

1 Company details

Company number 0 0 9 6 6 6 0 4

Company name in full Tullett Prebon (Europe) Limited (the "**Company**")

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 *

2 Date of creation of charge

Date of creation 0 0 4 0 1 2 0 1 0

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description Security Deed (the "**Security Deed**") entered into between the Company and
National Westminster Bank PLC (the "**Bank**") dated 4 January 2010.

4 Amount secured

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

Amount secured 4
As defined in the Security Deed, "**Secured Amounts**"
means the obligations, moneys and liabilities which
the Company covenants in clause 2 (Covenant to pay
Secured Amounts) of the Security Deed to pay or
discharge to the Bank (whether or not appearing on
the Controlled Accounts), and references to the
Secured Amounts include references to any of them.

Terms used but not defined shall have the meaning
given to them in the Security Deed.

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 ☒ National Westminster Bank PLC

Address 135 Bishopsgate

London

Postcode E C 2 M 3 U R

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 continuation sheet attached.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

NIL

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X *Allen & Overy LLP* 07.01.10 **X**

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

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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 Daniel Maggs

Company name Allen & Overy LLP

Address One Bishops Square

London

Post town

County/Region

Postcode E 1 6 A D

Country UK

DX

Telephone 020 3088 3501



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included the original deed with this form.
- ☒ You have entered the date the charge was created.
- ☒ You have supplied the description of the instrument.
- ☒ You have given details of the amount secured by the mortgagee or chargee.
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ You have entered the short particulars of all the property mortgaged or charged.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Form MG01 Continuation Sheet (Page 1 of 2)

According to Clause 3 of the Security Deed:

As continuing security for the payment or discharge of the Secured Amounts, the Company with full title guarantee hereby charges to the Bank:

3.1 by way of first fixed charge:

- (a) all sums and payments now and from time to time hereafter receivable by or for the account of the Company by reason or in respect of any transfer or debit of, or agreement to transfer or debit, stock from any stock account of or in the name of or otherwise referable to the Company in CREST or of any transfer by the Company of any of its right, title or interest to or in stock represented or to be represented by any credit balance for the time being on any such stock account in CREST, together with all rights and interests in such sums and payments; and
- (b) all sums and payments from time to time hereafter receivable by or for the account of the Company by reason of or in respect of the closing out or liquidation of any unsettled contract relating to any stocks in CREST; and
- (c) all right, title and interest of the Company to or in all money now or at any time hereafter standing to the credit of the Controlled Accounts, together with all rights relating or attaching thereto, including interest accruing thereon; and
- (d) all right, (including property rights) title and interest of the Company to or in all securities now or at any time hereafter held in each Escrow Account, together with all rights relating or attached thereto; or any sum or benefit deriving from stock which is no longer in an uncertificated form (but which, when uncertificated, was held in CREST) whether by reason of the Company (or any person holding stock for or on behalf of the Company) having become a former system-member of CREST, or such stock being converted into certificated form at the request of the Company, the Bank or any Relevant Person or otherwise; and

3.2 by way of first floating charge:

- (a) all stock held by, or on behalf of or for the account of, the Company in CREST;
- (b) all and any property, property rights or interest of the Company in, or rights of the Company to, stock in CREST, including (without limitation) interests of the kinds specified in Regulations 25(1)(a) and 25(2)(a) of the Regulations;
- (c) all and any sums or other benefits due or becoming due to the Company or its nominee by reason of its holding of or entitlement to stock in CREST which at the time of the sums or benefits becoming due was eligible stock in CREST, including, without limitation, sums or benefits due or becoming due by way of repayment, bonus, allotment, dividend, interest, preference, redemption or conversion or accruing or offered in respect of stock in CREST in which the Company has an interest;

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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

Form MG01 Continuation Sheet (Page 2 of 2)

(d) all and any stock or rights (including property rights), title or interest of the Company in, or any sum or benefit deriving from, stock which is no longer in an uncertificated form (but which, when uncertificated, was held in CREST), whether by reason of the Company (or any person holding stock for or on behalf of the Company) having become a former system-member of CREST, or such stock being converted into certificated form at the request of the Company, the Bank or any Relevant Person or otherwise; and

(e) all and any right, title and interest of the Company in any of the assets or property described in Clause 3.1;

except in each case to the extent that such assets, property, stock, sums or benefits are effectively charged to the Bank by way of fixed charge under the Security Deed. Each floating charge created by the Security Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3.3 It is agreed and declared (for the avoidance of doubt) that the charges contained in Clauses 3.1 and 3.2 shall apply to all sums and payments and to all rights, title and interests of the Company referable to stock for which Assured Payment Obligations and/or RTGS Payment Obligations have been settled or are due to be settled by the Bank under the facility made available pursuant to the Facility Agreement, even if such facility is utilised by the Company for a purpose which is not permitted by the Facility Agreement.

According to Clause 5.1(a) of the Security Deed, except as otherwise expressly agreed in writing by the Bank, **the Company further covenants with the Bank not to create or permit to subsist any Security Interest (except those contained in the Security Deed) affecting any of the Charged Property.**

Terms used but not defined shall have the meaning given to them in the Security Deed.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 966604
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEED DATED 4
JANUARY 2010 AND CREATED BY TULLETT PREBON (EUROPE)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO NATIONAL WESTMINSTER
BANK PLC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 8 JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JANUARY
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES