

MG01

Particulars of a mortgage or charge



**A fee is payable with this form**

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

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

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

FRIDAY



LD5 18/01/2013 #5

COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use 20
Company number	0 1 9 2 9 3 3 3	→ <b>Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Barclays Capital Securities Limited (the " <b>Chargor</b> ")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d1 d0 m0 m1 y2 y0 y1 y3	
<b>3</b>	<b>Description</b>	
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	The Deed of Charge (the " <b>Deed of Charge</b> ") dated 10 January 2013 between the Chargor and Jane Street Financial Limited (the " <b>Chargee</b> ")	
<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Amount secured	Please see attached continuation page.	

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## 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 Jane Street Financial Limited

Address 10 Chiswell Street

London

Postcode E C 1 Y 4 U Q

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Continuation page

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

Short particulars Please see attached continuation page

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## 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 Nil

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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 Luklaters 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 Rhys Bortignon

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country England

DX DX10 LONDON/CITY

Telephone 020 7456 2000



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

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



### Important information

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



### How to pay

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

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



### Where to send

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

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

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

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](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)

**Amount secured**

Continuation page (1)

Barclays Capital Securities Limited

01929333

**1 LIABILITIES**

The "Liabilities", which are defined in the Deed of Charge as meaning all present and future obligations and liabilities incurred by the Chargor to the Chargee, under the Transaction Documents (as amended from time to time), and together with the amount of all reasonable costs and expenses (including reasonable legal fees) properly incurred by the Chargee in relation to the enforcement of its rights under this Deed of Charge and the Transaction Documents (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Deed of Charge or the Transaction Documents), either (a) as determined by the Chargee (acting in a commercially reasonable manner) in all cases other than in the insolvency or bankruptcy of the Chargee or (b) as determined by the Chargor (acting in a commercially reasonable manner) on the insolvency or bankruptcy of the Chargee

## **Short particulars of all the property mortgaged or charged**

Continuation page (1)

Barclays Capital Securities Limited

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### **1 CHARGE**

The Chargor, with full title guarantee and as continuing security for the performance of all Liabilities

- (a) charges by way of first fixed charge in favour of the Chargee
  - (i) all present and future right, title and interest of the Chargor to the securities credited to the Segregated Account(s), together with all rights relating to any of those securities which are deposited with or registered in the name of, any depository, custodian, nominee, clearing house or system, investment manager, intermediary or other similar person or their nominee, in each case whether or not on a payable basis (including any rights against any such person) and all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those securities,
  - (ii) all amounts of cash (including interest) now or in the future standing to the credit of or accrued or accruing on the Segregated Account(s), and
  - (iii) all present and future right, title and interest of the Chargor to the Segregated Account(s), and
- (b) charges by way of a first floating charge in favour of the Chargee the assets set out in paragraphs (i) to (iii) of paragraph (a) above, to the extent not effectively charged pursuant to paragraph (a) above

### **2 ASSIGNMENT**

The Chargor, with full title guarantee and as continuing security for the performance of all Liabilities, assigns absolutely to the Chargee all its rights against the Custodian under the Custody Agreement and the Account Control Agreement and all its present and future right, title and interest in and to the Custody Agreement and the Account Control Agreement (including all monies payable and all assets to be delivered to the Chargor, and any claims, awards or judgments in favour of the Chargor) solely to the extent that these relate to the Segregated Account(s) and (a) the securities from time to time held or credited to the Segregated Account(s) (but not, for the avoidance of doubt, insofar as any rights, title and interest relate to any other securities or securities accounts) and (b) the monies from time to time standing to the credit of the Segregated Account(s) (but not, for the avoidance of doubt, insofar as such rights, title and interest relate to any other cash accounts)

**Note (1):** In this Form, except to the extent that the context requires otherwise

Any reference in the Deed of Charge to

- (a) “**assets**” includes present and future properties, revenues and rights of every description,

**Short particulars of all the property mortgaged or charged**

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- (b) any agreement or instrument is a reference to that agreement or instrument as amended, modified, novated, supplemented, extended, restated or replaced from time to time,
- (c) "including" (and any derivatives thereof) is not intended to be limiting and is deemed to be followed by the term "without limitation",
- (d) "**Segregated Account(s)**" includes any redesignation and/or replacement thereof

"**Account Control Agreement**" means the triparty account control agreement dated 10 January 2013 and made between the Chargor, the Chargee and the Custodian

"**Cash**" means the money and currency of any jurisdiction which the Custodian accepts for deposit in a Segregated Account

"**Clearing System**" means Clearstream (Luxembourg), Euroclear, Crest, the Federal Reserve Bank of New York, The Depository Trust and Clearing Corporation or any other clearing agency or securities depository with which the Custodian or a Sub-custodian maintains accounts to hold Securities and Cash pursuant to the Account Control Agreement

"**Custodian**" means Bank of New York Mellon, acting through its London office

"**Custody Agreement**" means the custody agreement dated 11 January 2007 and made between the Chargor and the Custodian

"**Eligible Collateral**" means Cash and the types of Securities designated as Eligible Collateral in Annex 5 to the Account Control Agreement and as amended from time to time by agreement between the Chargee and the Chargor

"**Segregated Account(s)**" means, at the request of the Chargor, one or more segregated Securities accounts and Cash custody accounts that the Custodian has agreed to open in its books and records in the name of the Chargor to which Posted Collateral shall be transferred by the Chargor in accordance with the Account Control Agreement,

"**Posted Collateral**" means, on any day, Eligible Collateral transferred, credited, deposited or held in the Segregated Account(s)

"**Securities**" means all debt and equity securities and other instruments and intangible assets (including instruments representing the right to receive, purchase or subscribe to the foregoing or representing other rights or interests in the foregoing) as may be agreed upon from time to time by the Custodian and the Chargor and the Chargee and which shall from time to time be delivered to or received by the Custodian and/or any Sub-custodian for deposit in the Segregated Account(s)

"**Sub-custodian**" means a bank or financial institution appointed by the Custodian to act as a sub-custodian from time to time, excluding a Clearing System

**Short particulars of all the property mortgaged or charged**

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**"Transaction Documents"** means the documents set out in Schedule 5 (*Transaction Documents*), including any exhibits, schedules, annexes or amendments thereto, and any other agreement or document agreed to be a Transaction Document by the Chargor and the Chargee from time to time

**Note (2):**

The Transaction Documents specified in Schedule 5 (*Transaction Documents*) to the Deed of Charge are as follows

- (a) the Prime Brokerage Agreement dated 30 December 2011 and made between the Chargor and the Chargee,
- (b) the 2002 ISDA Master Agreement dated as of 10 February 2012, the schedule and annexes thereto and any confirmation thereunder, in each case made between the Chargor and the Chargee,
- (c) the Global Netting Agreement dated 5 September 2012 and made between the Chargor and the Chargee



**Short particulars of all the property mortgaged or charged**

Continuation page (4)

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**Note (3):** The Deed of Charge provides that

- 1 **Security:** The Chargor shall not create or permit to subsist any Security over any Secured Asset except as set out in Clause 7 6 (*No Security*) of the Deed of Charge
- 2 **Disposal:** The Chargor shall not settle any transaction to sell, transfer or otherwise dispose of, or deal with, any Secured Asset except as contemplated by the Custody Agreement or the Account Control Agreement or required by Clause 4 4 (*Further assurance*) of the Deed of Charge
- 3 **No prejudice to security:** The Chargor shall not do, or omit to be done, or cause or permit to be done, or omitted to be done, anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Chargee of the Transaction Security

For the purposes of this Note (3)

**"Account Control Agreement"** means the triparty account control agreement dated 10 January 2013 and made between the Chargor, the Chargee and the Custodian

**"Custodian"** means Bank of New York Mellon, acting through its London office

**"Custody Agreement"** means the custody agreement dated 11 January 2007 and made between the Chargor and the Custodian

**"Secured Assets"** means the assets from time to time subject, or expressed to be subject, to the Transaction Security or any part of those assets

**"Security"** 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

**"Transaction Security"** means all or any of the Security created or expressed to be created by or pursuant to this Deed of Charge



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

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

**COMPANY NO. 1929333  
CHARGE NO. 20**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 10  
JANUARY 2013 AND CREATED BY BARCLAYS CAPITAL  
SECURITIES LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO JANE STREET  
FINANCIAL LIMITED 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 18 JANUARY  
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JANUARY  
2013

*hl*



**Companies House**



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