

# MG01

## Particulars of a mortgage or charge



**iris**  
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  
particulars of a charge for a  
company. To do this, please  
use form MG01s

SATURDAY



A07 16/06/2012 #304  
COMPANIES HOUSE

1

### Company details

Company number 01978621

Company name in full Jefferies International Limited (the "Charging 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 13/06/2012

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 dated 13 June 2012 (the "Deed") between the Charging Company (as Participant)  
and European Central Counterparty Limited (the "Chargee")

Capitalised terms are defined in the continuation pages to this Form MG01

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### Amount secured

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

Amount secured

Pursuant to clause 2.1 (*Covenant To Pay Secured Sums*) of the  
Deed, all money and liabilities whatsoever now or in the future  
(whether before or after the service of a Default Notice) due, owing or  
incurred by the Charging Company to the Chargee (whether solely or  
jointly, or jointly and severally, with another or others, and whether as  
principal or surety, and whether actual or contingent, present or  
future), under or in connection with the Participation Documents and  
also including (whether before or after any judgment) all interest,  
costs and other charges whatsoever

See part II of the attached continuation pages for further details of the  
amount secured by the property mortgaged or charged

Capitalised terms are defined in the continuation pages to this Form  
MG01

### 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 European Central Counterparty Limited  
Address Broadgate West, 1 Snowden Street, London

Postcode E C 2 A 2 D 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 See part III of the attached continuation pages for the short particulars of all the property mortgaged or charged

Parts IV of the attached continuation pages refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Deed and must be read as part of those charges

# 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

### Part I - Definitions

In this Form MG01, references to clauses, sections and schedules are to clauses, sections and schedules to the Deed unless otherwise specified. In this Form MG01, the following expressions shall have the following meanings respectively set out below:

**"book entry Securities"** means Securities the title to which is evidenced by entries in a register or account maintained by or on behalf of an intermediary

**"Cash Contributions"** means all sums of money from time to time deposited or paid by the Charging Company with or to the Chargee by way of contribution to the Guarantee Fund or the Interoperating Margin Fund (pursuant to the Rules), including interest added to such sums (pursuant to the Rules) and including all money repayable pursuant to such deposits (or the debts represented thereby) or so much of such deposits as may be repayable to the Charging Company under the Rules

**"Cash Margin Amounts"** means all sums of money from time to time deposited or paid by the Charging Company with or to the Chargee in cash by way of Margin Amounts (pursuant to the Rules), including all interest added to such sums (pursuant to the Rules) and including all money repayable pursuant to such deposits (or the debts represented thereby) or so much of such deposits as may be repayable to the Charging Company under the Rules

**"Charged Account"** means each and any account at CREST, Clearstream, Euroclear and/or any other CSD now or in the future specified in writing by the Chargee for the purposes of clause 4 (*Accounts*)

**"Charged Property"** means the property, assets, rights, receivables and benefits of the Charging Company from time to time comprised in or subject to the Security Interests constituted by the Deed, including but not limited to the Cash Margin Amounts, the Cash Contributions and the Charged Securities and, unless the context otherwise requires, including the Securities or rights to Securities for the time being standing to the credit of the Charged Accounts, and references to the Charged Property include references to any part of it

**"Charged Securities"** means all Securities and all rights, money and property charged or mortgaged to the Chargee under clauses 3 1(b) to (h) (*Creation Of Security*) inclusive of the Deed

**"Clearing Contract"** has the meaning attributed to it in the Rules

**"Clearstream"** means Clearstream Banking, société anonyme, a public limited liability company (société anonyme) incorporated under the laws of Luxembourg, as operator of the Clearstream system

**"Client Account"** has the meaning attributed to it in the Rules

**"Client Collateral"** is as defined in Part III below

**"Collateral"** has the meaning attributed to it in the Rules

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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><b>"CREST"</b> means the computer-based system operated by EUI to enable title to units of stock to be evidenced and transferred without written instrument</p> <p><b>"CSD"</b> means CREST, Clearstream, Euroclear and any other of the national or international central securities depositories from time to time specified by the Chargee for the purposes of the Deed</p> <p><b>"Custodian"</b> means Citibank, N A , London Branch, as global custodian or custodian and its other branches and affiliates providing custody or similar services to the Chargee, and includes any of them acting as a sponsoring system-participant in CREST for the Chargee or as pledgee's representative and also includes any additional or substitute custodian which the Chargee may designate from time to time and any agent, nominee or sub-custodian acting for the Chargee or any such Custodian</p> <p><b>"Default Notice"</b> has the meaning attributed to it in the Rules</p> <p><b>"EUI"</b> means Euroclear UK &amp; Ireland Limited (formerly CRESTCo Limited)</p> <p><b>"EuroCCP System"</b> means the clearing house operated by the Chargee and the services provided by it pursuant to the Rules</p> <p><b>"Euroclear"</b> means Euroclear Bank SA/NV as operator of the Euroclear system</p> <p><b>"Financial Collateral Regulations"</b> means the Financial Collateral Arrangements (No 2) Regulations 2003 as amended</p> <p><b>"Guarantee Fund"</b> has the meaning attributed to it in the Rules</p> <p><b>"intermediary"</b> has the meaning attributed to it by regulation 3 of the Financial Collateral Regulations</p> <p><b>"Interoperating Margin Fund"</b> means the fund to which the Charging Company is or may be required to contribute under Section 6A, Rule 4, of the Rules</p> <p><b>"Margin Amounts"</b> has the meaning attributed to it in the Rules</p> <p><b>"Participants"</b> means the persons for the time being admitted by the Chargee as users of the Chargee's services pursuant to the Rules</p> <p><b>"Participant's Agreement"</b> means the agreement for the time being in force between the Chargee and the Charging Company relating to its participation in the EuroCCP System</p> <p><b>"Participation Documents"</b> means the Participant's Agreement, the Rules, the Pledge Agreements, the Deed and any other document now or in the future designated as such by the Chargee and the Charging Company</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

**"Pledge Agreements"** means the pledge agreements made or to be made between the Charging Company and the Chargee pursuant to clause 3 2(b) (*Creation Of Security*)

**"Relevant System"** has the meaning given to that term by the USRs and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the custody, deposit or transfer of Securities and/or the clearing or settlement of transactions in them, including without limitation any CSD

**"Rules"** means the rules and procedures established by the Chargee which are from time to time in force in relation to Participants in the EuroCCP System

**"Secured Sums"** means the obligations, money and liabilities which the Participant covenants in clause 2 (*Covenant To Pay Secured Sums*) to pay or discharge to the Chargee and references to the Secured Sums include references to any of them

**"Securities"** means

- (a) stocks, shares, debentures, loan stock, notes, bonds, warrants, investments, investment fund units, depositary receipts, government securities or other securities of any description, whether certificated or uncertificated and whether in registered or bearer form, and
- (b) any interest or right (whether legal or equitable) in relation to any of the above which are or might in future be held in a Relevant System or subject to the rules and practices of a Relevant System

**"Security Interest"** means

- (a) any mortgage, charge, pledge, assignment (whether or not expressed to be by way of security), hypothecation, lien, encumbrance or other priority or security interest whatsoever, howsoever created or arising,
- (b) any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or "flawed asset" arrangement or right of set-off,
- (c) any other agreement or arrangement whatsoever having the same or a similar commercial or economic effect as security, and
- (d) any agreement for any of the foregoing

**"USRs"** means the Uncertificated Securities Regulations 2001 and such other regulations made under Section 207 of the Companies Act 1989 as are applicable to EUI and/or the CREST system and are for the time being in force

Pursuant to clause 2 1 (*Principles Of Interpretation*) of Schedule 1 of the Deed, words and phrases defined and principles of interpretation provided for in the Rules and the Participant's Agreement shall, unless the context otherwise requires or unless otherwise redefined or provided for therein, have the same meaning and shall apply (as the case may be) in the Deed

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
Short particulars	<p data-bbox="328 365 1054 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="328 461 1509 629">Pursuant to clause 2 2 (<i>Principles Of Interpretation</i>) of Schedule 1 of the Deed, in the Deed, references to "<b>uncertificated</b>" have the meaning given to that expression by regulation 3(1) of the USRs and "<b>certificated</b>" means a unit of a security which is not uncertificated, and references to "<b>property</b>" includes any interest (legal or equitable) in personal property and any thing in action</p> <p data-bbox="328 656 1509 887">Pursuant to clause 2 3 (<i>Principles Of Interpretation</i>) of Schedule 1 of the Deed , any reference to the Deed or to the Participation Documents or any other document shall be construed as a reference to the Deed, the Participation Documents or such other document (including their respective Schedules) as the same may from time to time be amended, varied, supplemented, novated, replaced or restated and shall include any document which is supplemental to, or is expressed to be collateral to, or is entered into pursuant to or in accordance with the terms of, the Deed or (as the case may be) the Participation Documents or such other document</p> <p data-bbox="504 913 1342 947"><b>Part II - Amount secured by the property mortgaged or charged</b></p> <p data-bbox="328 981 1509 1171">Pursuant to clause 11 (<i>Continuing Security</i>), the Deed shall be a continuing security for the Chargee, notwithstanding any intermediate payments or settlements of accounts or other matters whatever and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien, pledge, or other rights exercisable by the Chargee against the Charging Company or any security, guarantee, indemnity and or negotiable instrument now or in the future held by the Chargee</p> <p data-bbox="568 1205 1278 1238"><b>Part III - Particulars of property mortgaged or charged</b></p> <p data-bbox="328 1272 1509 1373">Pursuant to clause 3 1 (<i>Creation Of Security</i>), the Charging Company with full title guarantee charged to the Chargee as continuing security for the payment or discharge of the Secured Sums</p> <div data-bbox="328 1406 1509 2011"> <p>(a) by way of fixed charge, <u>all its rights, title and interest in and to all Cash Margin Amounts and all Cash Contributions now or in the future provided by it to the Chargee pursuant to the Rules,</u></p> <p>(b) by way of mortgage, all its rights, title and interest in and to <u>all certificated Securities now or in the future deposited with or transferred (as Collateral or a contribution to the Guarantee Fund or the Interoperating Margin Fund) by or on behalf of the Charging Company to the Chargee or a Custodian acting on its behalf in relation to such Securities, including any uncertificated Charged Securities which become certificated for any reason and all proceeds of sale of any such Securities,</u></p> <p>(c) by way of mortgage, all its rights, title and interest in and to <u>all uncertificated Securities now or in the future deposited with or transferred (as Collateral or a contribution to the Guarantee Fund or the Interoperating Margin Fund) by or on behalf of the Charging Company to the membership account in CREST of the Chargee or a Custodian acting on its behalf in relation to such Securities, including all proceeds of sale of such Securities,</u></p> <p>(d) by way of mortgage, all its rights, title and interest in and to all book entry Securities (to</p> </div>

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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

the extent not mortgaged under paragraph (c) above) now or in the future provided by or on behalf of the Charging Company (as Collateral or a contribution to the Guarantee Fund or the Interoperating Margin Fund) and standing to the credit of an account in a Relevant System held in the name of the Chargee or a Custodian acting on its behalf in relation to such Securities or designated by reference to the Chargee or such Custodian, including all entitlements and debts represented by such credit entries, all rights relating to such accounts and all proceeds of sale of such Securities,

- (e) by way of mortgage, all its rights, title and interest in and to all Securities which may in the future be added to or substituted for the Securities mortgaged under paragraph (b), (c) or (d) above, including all proceeds of sale of such additional or substituted Securities,
- (f) by way of fixed charge, all rights and benefits and sums now or in the future accruing to the Charging Company or a Custodian as a result of any Securities mortgaged under paragraph (b) to (e) inclusive above being held in a Relevant System or by an intermediary, including any right to delivery of cash or Securities which arises in connection with (i) any Charged Securities being transferred to a Relevant System or intermediary or (ii) any interest in or to any Charged Securities being acquired while in a Relevant System or held through an intermediary,
- (g) by way of fixed charge, all rights, benefits, money or property of a capital nature now or in the future accruing or offered in respect of the Securities charged or mortgaged under paragraphs (b) to (f) inclusive above, including any bonus and any right or benefit arising from consolidation, conversion, exchange, option, preference, redemption, return of capital or in any other way,
- (h) by way of fixed charge, all rights, benefits, money or property of an income nature now or in the future accruing at any time in respect of the Securities charged or mortgaged under paragraphs (b) to (g) inclusive above, including any dividend, distribution or interest,
- (i) by way of floating charge
  - (1) all its right, title and interest in and to all Securities and other property deliverable and all money payable to the Charging Company by or on behalf of the Chargee (pursuant to the Participation Documents) to the extent that such Securities, property and money are not effectively charged by a fixed charge or mortgage contained in clause 3 1 (*Creation Of Security*), and
  - (2) without exception, all its right, title and interest in and to all Securities and other property deliverable and all money payable to the Charging Company by or on behalf of the Chargee (pursuant to the Participation Documents) in so far as they are for the time being situated in Scotland or otherwise governed by Scots law

Pursuant to clause 3 3 (*Creation Of Security*), the charges and mortgages contained in clause 3 1 (*Creation Of Security*) shall apply to all Charged Property provided by the Charging Company to the Chargee as Collateral pursuant to the Rules, whether in the Chargee's books

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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="328 365 1054 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="328 461 1516 528">of account it is recorded in a Client Account ("Client Collateral") or in any other account of the Charging Company or otherwise</p> <p data-bbox="328 555 1516 745">Pursuant to clause 3 4 (<i>Creation Of Security</i>), all money received or realised under the powers conferred by the Deed shall be applied for the purposes and in the manner determined by the Chargee in accordance with the Rules. If the Chargee maintains in its books of account one or more Client Accounts and one or more other accounts for the Charging Company, such money shall be allocated and applied by the Chargee in the proportions and subject to the restrictions on the use of Client Collateral applicable under the Rules and not otherwise</p> <p data-bbox="328 772 1516 873">Pursuant to clause 9 1 (<i>Collection Of Receivables</i>), all dividends, interest and other income derived from Charged Securities shall be credited to such cash account charged or pledged in favour of the Chargee as it may direct from time to time</p> <p data-bbox="328 900 1516 1126">Pursuant to clause 26 (<i>Lien</i>), without prejudice to the other rights of the Chargee under the Participation Documents and as a separate and independent stipulation, the Charging Company agrees that, if any Secured Sum is incurred as a result of the Charging Company failing to perform when due its payment or delivery obligations relating to a transaction for the sale or purchase of Securities, the Chargee shall have a specific lien over the Securities or sale proceeds arising out of that transaction until the discharge of such Secured Sum, subject only to the provisions of clause 3 4 (<i>Creation Of Security</i>)</p> <p data-bbox="328 1153 1516 1444">Pursuant to clause 27 1 (<i>Set-Off</i>), without prejudice to its other rights under the Participation Documents and as a separate and independent stipulation, the Charging Company agrees that any money from time to time deposited or paid by the Charging Company with or to the Chargee (including any Cash Margin Amount or Cash Contribution) and any payment obligation or the value of any delivery obligation owed by the Chargee to the Charging Company may, at any time without notice to the Charging Company, be applied and set off in or towards the discharge of the Secured Sums or such part of them as the Chargee may select, regardless of the place of payment, delivery and/or currency of the obligation, subject only to the provisions of clause 3 4 (<i>Creation Of Security</i>)</p> <p data-bbox="328 1471 1516 1639">Pursuant to clause 27 3 (<i>Set-Off</i>), the right of set-off conferred by clause 27 1 (<i>Set-Off</i>) shall not (in the absence of the security created by the Deed becoming immediately enforceable under clause 13 1(a) (<i>Enforceability</i>)) be exercisable by the Chargee against any payment obligation or the value of any delivery obligation owed by it to the Charging Company in respect of the settlement of a Clearing Contract under the Rules</p> <p data-bbox="687 1666 1166 1700" style="text-align: center;"><b>Part III - Covenants and Restrictions</b></p> <p data-bbox="328 1727 1516 1794">Pursuant to clause 10 (<i>Negative Pledge And Other Restrictions</i>), the Charging Company shall not, without the prior written consent of the Chargee</p> <p data-bbox="328 1821 1516 1989">(a) create, or agree or attempt to create, or permit to subsist, any Security Interest (including any security conferring power to convert a floating charge into a fixed charge) or any trust over any Charged Property, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Charging Company's business or, if applicable, a lien arising in favour of the operator of a Relevant System) to arise or</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

subsist over any Charged Property,

- (b) sell, transfer or otherwise dispose of any part of the Charged Property or any of its right, title or interest therein,
- (c) withdraw, or attempt to withdraw, any Charged Property from any account with the Custodian, except if and insofar as expressly permitted by the Chargee,
- (d) consent to any Charged Securities being consolidated, sub-divided or converted or any rights attaching to them being varied, or to any uncertificated Charged Securities being converted into certificated Charged Securities (or vice versa)

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## Particulars of a mortgage or charge

### 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 *Hayan Howell International Ltd.* 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 Andrew Taylor (F3AMT/2608527)

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 (20) 7296 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)



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

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

**COMPANY NO. 1978621  
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY DEED DATED 13 JUNE  
2012 AND CREATED BY JEFFERIES INTERNATIONAL LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO EUROPEAN CENTRAL COUNTERPARTY  
LIMITED ON ANY ACCOUNT WHATSOEVER 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  
16 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 JUNE 2012

df



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES