

MG01

Particulars of a mortgage or charge



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LASERFORM

223555 | 26

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

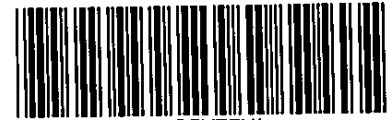
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



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

SATURDAY



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A1B7YZ7N

16/06/2012

#305

COMPANIES HOUSE

1

Company details

Company number ✓ 0 1 9 7 8 6 2 1

Company name in full ✓ Jefferies International Limited (the "Charging Company")

1 7 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

Date of creation of charge

Date of creation ✓ d1 d3 m0 m6 y2 y0 y1 y2

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 ✓

Pledge agreement dated 13 June 2012 (the "Agreement") 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

7 Pursuant to clause 2.1 (a) (*Creation of pledge*) of the Agreement, all
rights, title and interest of the Charging Company in and to the
Euroclear Securities are thereby pledged by the Charging Company
to Chargee to secure the payment or discharge of the Secured
Sums. "Secured Sums" is as defined in part I of the attached
continuation pages

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
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Continuation page

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

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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 ✓ 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 Agreement and must be read as part of those charges

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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

Part I - Definitions

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

"Client Account" has the meaning attributed to it in the Security Deed, as having the meaning attributed to it in the Rules.

"Client Collateral" is as defined in Part II below.

"Collateral" has the meaning attributed to it in the Security Deed, as having the meaning attributed to it in the Rules.

"CREST" has the meaning attributed to it in the Security Deed, as the computer-based system operated by EUI to enable title to units of stock to be evidenced and transferred without written instrument.

"Custodian" has the meaning attributed to it in the Security Deed, as 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.

"Default Notice" has the meaning attributed to it in the Security Deed, as having the meaning attributed to it in the Rules.

"EuroCCP System" has the meaning attributed to it in the Security Deed, as the clearing house operated by the Chargee and the services provided by it pursuant to the Rules.

"Euroclear" means Euroclear Bank SA/NV as operator of the Euroclear system.

"Euroclear Distributions" means all amounts received by the Charging Company in respect of Euroclear Entitlements, whether by way of dividend, interest, return of capital or otherwise.

"Euroclear Entitlements" means, in relation to any Euroclear Securities, the entitlements, whether to cash or securities, and all related rights of any kind, standing from time to time to the credit of a Euroclear Pledged Account which are referable to such Euroclear Securities and includes any Euroclear Distributions.

"Euroclear Pledged Accounts" means each Euroclear Pledged Cash Account and each Euroclear Pledged Securities Account.

"Euroclear Pledged Cash Account" means each Cash Account (as defined in the Operating Procedures of the Euroclear System, as amended from time to time) now or in the future maintained with Euroclear in the name of a Pledgee's Representative (designated by reference to the Chargee) and operated as a multi-pledgor account (in conjunction with a Euroclear

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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="328 371 1050 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="328 465 1358 499">Pledged Securities Account) subject to the Euroclear MPPA Terms and Conditions</p> <p data-bbox="328 533 1508 696">"Euroclear Pledged Securities Account" means each Securities Clearance Account (as defined in the Operating Procedures of the Euroclear System, as amended from time to time) now or in the future maintained with Euroclear in the name of a Pledgee's Representative (designated by reference to the Chargee) and operated as a multi-pledgor account subject to the Euroclear MPPA Terms and Conditions</p> <p data-bbox="328 730 1508 925">"Euroclear MPPA Terms and Conditions" means the Multi Pledgor Pledged Account Terms and Conditions (Pledgee's Representative Version) issued by Euroclear governing the pledging of accounts through the Euroclear system pursuant to Article 7 of the Royal Decree No 62 and any other Belgian laws to which the Euroclear Multi Pledgor Pledged Account Terms and Conditions are from time to time expressed to apply and as amended, supplemented, restated or replaced from time to time by Euroclear</p> <p data-bbox="328 958 1508 1088">"Euroclear Securities" means all securities now or in the future deposited with or transferred by or on behalf of the Charging Company to a Pledgee's Representative in Euroclear for the credit of a Euroclear Pledged Account, including all interests and rights in relation to such securities for the time being held in Euroclear</p> <p data-bbox="328 1122 1508 1317">"Euroclear System" means the clearance and settlement system for internationally traded securities operated under contract by Euroclear Bank, including all services offered by Euroclear Bank in respect of securities held or recorded in any account as set forth in the Terms and Conditions Governing Use of Euroclear or in the Operating Procedures of the Euroclear System as amended, supplemented, restated or replaced from time to time by Euroclear</p> <p data-bbox="328 1350 1508 1417">"Financial Collateral Law" means the law of 15 December 2004 on financial collateral arrangements, as amended from time to time</p> <p data-bbox="328 1451 1508 1518">"Participants" has the meaning attributed to it in the Security Deed, as the persons for the time being admitted by the Chargee as users of the Chargee's services pursuant to the Rules</p> <p data-bbox="328 1552 1508 1648">"Participant's Agreement" has the meaning attributed to it in the Security Deed, as 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 data-bbox="328 1682 1508 1778">"Participation Documents" has the meaning attributed to it in the Security Deed, as the Participant's Agreement, the Rules, the Agreement, the Security Deed and any other document now or in the future designated as such by the Chargee and the Charging Company</p> <p data-bbox="328 1812 1508 1975">"Pledgee's Representative" means, in relation to a Euroclear Pledged Account, the entity from time to time appointed by the Chargee to act as Pledgee's Representative under the Euroclear MPPA Terms and Conditions in relation to that Euroclear Pledged Account and, if two or more entities are acting as Pledgee's Representative in relation to separate Euroclear Pledge Accounts, includes each or any of them</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

"Royal Decree No. 62" means the Royal Decree No 62 of November 10, 1967 concerning the custody of fungible financial instruments and the settlement of transactions in respect of these instruments (as co-ordinated), as amended from time to time

"Rules" has the meaning attributed to it in the Security Deed, as 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 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, in each case whether recorded in the Chargee's books of account in a Client Account or other account of the Charging Company or otherwise

"Security Deed" means the security deed made on or about the date of the Agreement between the Charging Company and the Chargee

"Security Interest" has the meaning attributed to it in the Security Deed, as

- (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

Part II - Amount secured by the property mortgaged or charged

Pursuant to clause 11 (*Continuing Security*), the Agreement 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

Part III - Particulars of property mortgaged or charged

Pursuant to clause 2 1 (*Creation of Pledge*), the Charging Company and the Chargee acknowledged and agree that

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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="331 367 1053 396">Please give the short particulars of the property mortgaged or charged</p> <div data-bbox="422 461 1509 779"> <p>(a) <u>all rights, title and interest of the Charging Company in</u> and to the Euroclear Securities are hereby pledged by the Charging Company to Chargee to secure the payment or discharge of the <u>Secured Sums</u>, and</p> <p>(b) if and to the extent that the Charging Company has any right to pledge them pursuant to provisions of Belgian law or otherwise, all rights, title and interest of the Charging Company in <u>and to all money now or in the future standing to the credit of each Pledged Cash Account</u> are thereby pledged by the Charging Company to the Chargee to secure the payment or discharge of the Secured Sums</p> </div> <p data-bbox="327 808 1509 1196">Pursuant to clause 2 2 (<i>Creation of Pledge</i>), for the avoidance of doubt, clause 2 1(a) (<i>Creation of Pledge</i>) shall be construed as creating, in respect of Euroclear Securities standing to the credit of the Euroclear Pledged Securities Accounts, a first ranking commercial pledge (<i>gage commercial/handelspand</i>) under the law of 5 May 1872 and Article 7 of the Royal Decree No 62 and a financial collateral arrangement (<i>financieel zekerheidsvereenkomst/ contrat de garantie financière</i>) under Article 4 of the Financial Collateral Law, which pledge shall constitute a priority right to payment out of the assets pledged (<i>sûreté réelle/zakelijke zekerheid</i>) To that effect, the Pledgee's Representative for each Euroclear Pledged Account, acting as representative of the Chargee, has entered into or will duly enter into an agreement with Euroclear accepting the Euroclear MPPA Terms and Conditions Securities shall become subject to the pledge thereby created immediately upon being transferred to the Euroclear Pledged Securities Account in accordance with the Royal Decree No 62</p> <p data-bbox="327 1232 1509 1359">Pursuant to clause 2 3 (<i>Creation of Pledge</i>), the pledge created thereby shall apply to all cash and securities transferred to the Euroclear Pledged Accounts as Collateral pursuant to the Rules, whether in the Chargee's books 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="327 1395 1509 1588">Pursuant to clause 2 4 (<i>Creation of Pledge</i>), all money received or realised under the powers conferred by the Agreement 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="686 1624 1165 1653" style="text-align: center;">Part III - Covenants and Restrictions</p> <p data-bbox="327 1688 1509 1751">Pursuant to clause 8 1 (<i>Further Provisions</i>), the Charging Company shall not, without the prior written consent of the Chargee</p> <div data-bbox="422 1787 1509 1980"> <p>(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 Euroclear Securities, Euroclear Entitlements and any other assets pledged under the Pledged Agreement 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</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

operator of a Relevant System) to arise or subsist over any of them,

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

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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

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 *Hogem Howell International Ltd.* 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 **Andrew Taylor (F3AMT/2608535)**

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 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



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. 17**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE AGREEMENT 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 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

dx



Companies House
— for the record —



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