

MG01

Particulars of a mortgage or charge



218447/13.

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 Scottish
company. To do this, please use
form MG01s

WEDNESDAY



A44

AQZYQIKP

24/03/2010

COMPANIES HOUSE

28

1 Company details

Company number 0 1 9 7 8 6 2 1

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

→ **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 d1 d0 m0 m3 y2 y0 y1 y0

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 Deed dated 10 March 2010 (the "Deed") between the Charging Company and Citibank N A (the
"Bank") for itself and on behalf of each Custodian, as defined in Part VI of the continuation pages to
this form MG01

4 Amount secured

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

Amount secured Pursuant to clause 4.1 (*Security Interests*) of the Deed, the security
created by the Deed is created as continuing security for the proper
payment and discharge in full of the Secured Obligations

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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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 **T** Citibank, N A for itself and on behalf of each Custodian

Address Citigroup Centre, Canary Wharf, London

Postcode E 1 4 5 L B

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

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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

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 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

Howells LLP

X

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

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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

Company name (F3AMT/TSMCD/2240401)
Lovells 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,
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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6 Short particulars of all the property mortgaged or charged

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Short particulars

MG01 STANDARD CONTINUATION PAGES FOR NILE DEED

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 MG01, the following expressions have the following meaning respectively set out below:

"Account" means any cash account or any securities custody account as defined or otherwise described in the Agreement. Clause 2(A) of the Agreement states that the Charging Company authorises any Custodian to establish on the terms of the Agreement, (i) a custody account or accounts (the **"Custody Account"**) in the name of the Charging Company, for the deposit of any Securities, Precious Metals and other property (apart from cash) from time to time received by the Custodian for the account of the Charging Company, and (ii) a deposit account or accounts (the **"Client Deposit Account"**) in the name of the Charging Company, for the deposit of funds in any currency from time to time received by the Custodian for the account of the Charging Company, whether by way of deposit or arising out of or in connection with any Securities, Precious Metals or other property in the Custody Account.

"Agreement" means the direct custodial services agreement dated 24 December 1992 as amended or supplemented from time to time.

"Business Day" means, in relation to a Custodian, a day on which that Custodian and the relevant securities settlement system in the jurisdiction of that Custodian are open for business.

"Clearing System" means Cedel, S A, the Euro-clear System, the First Chicago Clearing Centre, the Depositary Trust Company and such other clearing agency, settlement system or depository as may from time to time be used in connection with transactions relating to securities, and any depository or clearing agency for any of the foregoing.

"Collateral" means (i) cash held in any Account with any Custodian, (ii) Securities or other assets held in any Account by any Custodian, and (iii) rights in respect of transactions in Securities in connection with services provided by any Custodian.

"Custodian" means each branch or affiliate of the Bank from time to time selected and appointed by the Charging Company and identified in part VI below as custodian or clearing agent.

"Deed" means the Deed and any schedule to the Deed as amended and supplemented from time to time.

"Event of Default" means the Charging Company (i) fails to reimburse the Custodian in respect of any Secured Obligations, or (ii) is dissolved or becomes the subject of formal insolvency proceedings in any jurisdiction, or any step is taken against the Charging Company to initiate insolvency proceedings in any jurisdiction.

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Short particulars

"Irrevocable Commitments" has the meaning given to such term in clause 2 of the Deed, which states, in carrying out instructions of the Charging Company to clear and/or settle transactions under the Agreement the Custodian may incur irrevocable commitments to pay for or deliver Securities

"Precious Metals" means gold, silver, platinum or such other metals as the parties hereto may from time to time agree, in bars, coins or other units and in form and weight that is customary for commercial transactions in such metals to be settled in London or New York (or, where the Charging Company and Custodian agree that delivery should take place in some other commercial centre, that commercial centre) and includes such metals whether allocated or unallocated, and any certificates, receipts, warrants or other instruments (whether in registered or unregistered form) representing rights to receive, purchase or subscribe for any of the foregoing or evidencing or representing any other rights or interest therein

"Secured Obligations" is as defined in part II below

"Securities" means bonds, debentures, notes, stocks, shares, units or other securities and all moneys, rights or property which may at any time accrue or be offered (whether by way of bonus, redemption, preference, option or otherwise) in respect of any of the foregoing or evidencing or representing any other rights or interests therein (including, without limitation, any of the foregoing not constituted, evidenced or represented by a certificate or other document but an entry in the books or other permanent records of the issuer, a trustee or other fiduciary thereof, or a Clearance System)

Part II - Amount Secured by the mortgage or charge

All obligations owing to any Custodian by the Charging Company in connection with services under the Agreement, whether present or future, actual or contingent, (and whether incurred by the Charging Company alone or jointly, and whether as principal or surety or in some other capacity), including but not limited to

(i) all obligations of the Charging Company to reimburse a Custodian in respect of Irrevocable Commitments,

(ii) all other present and future obligations of the Charging Company to repay a Custodian including, but not limited to, daylight and overnight overdraft lines and reversals of provisional credits, and

(iii) all obligations of the Charging Company under the indemnity provided to the Custodian in the Agreement,

(together the **"Secured Obligations"**)

The local security provisions of part IV below apply

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Part III - Particulars of property mortgaged or charged

Pursuant to clause 4 1 (*Security Interest*), as continuing security for the proper payment and discharge in full of the Secured Obligations, the Charging Company grants a first fixed security interest (or an equivalent interest under the governing law of the Agreement) to each Custodian over all rights the Charging Company has or may have now or in the future in respect of the Collateral

Pursuant to clause 4 3 (*Security Interest*), the security interest created by the Deed is created in favour of each Custodian and the Bank as agent for each Custodian

Pursuant to clause 4 4 (*Security Interest*), each Custodian and the Bank have the benefit of all the Collateral whether held by it or another Custodian appointed in another jurisdiction under the Agreement

Pursuant to clause 4 5 (*Security Interest*), each Custodian and the Bank expressly reserves any statutory security interest available to each of them under applicable law

The local security provisions set out in schedule 1 to the Deed, as set out in part IV below also apply

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Particulars of a mortgage or charge

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Part IV - Local Terms

In the event of any inconsistency between the terms of the Deed and this part IV, the terms of this part IV will prevail

1 INTRODUCTION AND INTERPRETATION

1 1 The local security provisions in Paragraph 2 of this schedule apply to Accounts maintained in the relevant jurisdiction(s) and supplement the terms of the Deed by the Parties pursuant to the Agreement. In the event of any inconsistency between the terms of the Deed and the terms of this schedule the terms of this schedule will prevail

1 2 Terms not otherwise defined shall have the meaning given to them in the main body of the Deed. A reference to a Paragraph is to a paragraph of this schedule. A reference to a Clause is to a clause of the Deed

2 LOCAL SECURITY PROVISIONS

Subject to Paragraph 2 6 below in relation to Portugal, insofar as is necessary to give effect to the provisions of this Paragraph, all terms defined elsewhere in the Deed but used in this Paragraph 2 shall be governed by and construed for that purpose in accordance with the system of law governing the relevant Accounts

2 1 **Germany** The following provisions only apply to Accounts opened and maintained in Germany

2 1 1 The Charging Company hereby grants to the Custodian a first priority pledge over all present and future credit balance of each of its present and future cash Accounts including all interest payable thereon, together with all ancillary rights and claims associated with such cash Accounts as well as Securities and equivalent values (Wertpapiere und entsprechende Werte) including interest-coupons, fixed interest-coupons and profit participation-coupons (Zins-, Renten- und Gewinnanteilscheine) and talons (Erneuerungsscheine) as well as warrants (Bezugsrechte) and bonus coupons (Berichtigungsscheine) which are credited to the securities custody Accounts presently and in the future (together, the "Pledge") to secure the Secured Obligations

The Charging Company pledges all rights and claims, including but not limited thereto its right to demand delivery and possession (Lieferungs- und Herausgabeansprüche), in connection with and relating to any Securities credited to the securities custody Account which are located abroad (im Ausland ruhende Wertpapiere)

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The Custodian accepts such Pledge

2 1 2 The Custodian is entitled to enforce the Pledge and realise the Collateral if the Secured Obligations are not performed when due To the extent that, but for this provision, § 1277 of the German Civil Code would apply, the Custodian is entitled to enforce the Pledge without obtaining an enforceable judgement or other instrument (ohne vollstreckbaren Titel) In all other cases the Custodian shall notify the Charging Company in writing of the intention to enforce its Pledge and to realise the Collateral (Verwertung der Pfandgegenstände) with a period of notice of no less than 5 (five) Business Days The Custodian shall be entitled without observing the aforementioned notice period to freely sell the Collateral having a market or exchange price at their current price by itself or through third parties and shall have the right to appropriate all or any part of such Collateral, upon realisation (§ 1259 of the German Civil Code)

2 1 3 At any time when the total value of the aggregate security granted by the Charging Company to secure the Secured Obligations which can be expected to be realised in the event of an enforcement of the aggregate security granted by the Charging Company to secure the Secured Obligations (realisierbarer Wert) exceeds 110% of the Secured Obligations (the "Limit") not only temporarily, the Custodian shall on demand of the Charging Company release such part of the aggregate security granted by the Charging Company to secure the Secured Obligations (Sicherheitenfreigabe) as the Charging Company may in its reasonable discretion determine so as to reduce the realisable value of the aggregate security granted by the Charging Company to secure the Secured Obligations to the Limit

2 1 4 This Paragraph 2 1 shall be governed and construed in accordance with German law

2 2 **Italy** The following provisions only apply to Accounts opened and maintained in Italy

2 2 1 The Charging Company hereby creates the following charges in favour of the Custodian as security for the payment and discharge of all of the Secured Obligations (a) a pledge (pegno) over all of the Accounts, pursuant to Articles 2800 et seqq of the Italian Civil Code and the relevant provisions of Italian Legislative Decree No 170 dated 21 May 2004 implementing Directive 2002/47/EC on financial collateral arrangements ("Decree 170") and in compliance with any formalities from time to time required under Italian applicable laws and regulations, notice is hereby given to the Custodian of the pledge (pegno) over all of the Accounts created hereunder, and (b) a charge on Securities from time to time deposited in the Accounts (vincolo sull'insieme degli strumenti finanziari registrati sul conto) pursuant to Article 34(2) of Italian Legislative Decree No 213 dated 24 June 1998 ("Decree 213"), Article 35 of the Bank of Italy - Consob Joint Regulation on central depository systems dated 22 February 2008 ("Bank of Italy/Consob Regulation") the relevant provisions of Decree 170 and in compliance with any formalities from time to time required under Italian applicable laws and regulations

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Short particulars	<p>2 2 2 In the case of the Securities held and recorded in the Accounts, it is understood and agreed that the Custodian shall (a) take any necessary action and steps required, under Article 35 of Bank of Italy/Consob Regulation and any other relevant provisions, to ensure that the Accounts constitutes an account intended to create a charge on the Securities registered in it (conto destinato a consentire la costituzione di vincoli sull'insieme degli strumenti finanziari in esso registrati), for the purposes of Article 35 of Bank of Italy/Consob Regulation, (b) act consistently with the instructions given by the Client under Article 35 of Bank of Italy/Consob Regulation with reference to the conservation of the full value of the charge and the exercise of the rights attached to the Securities, operate the Accounts in accordance with the instructions given from time to time by the Charging Company, or on its behalf, provided that the Custodian shall no longer follow the instructions given by the Charging Company, or on its behalf, upon the occurrence of an Event of Default which has not been waived by the Custodian</p> <p>2 2 3 This Paragraph 2 2 shall be governed and construed in accordance with Italian law</p> <p>2 3 Poland The following provisions only apply to Accounts opened and maintained in Poland</p> <p>2 3 1 The Charging Company hereby undertakes and agrees to grant the Custodian an irrevocable power of attorney with full power to exercise all or any of the rights, powers and privileges attaching to the Collateral in such manner and on such terms as the Custodian shall in its absolute and unfettered discretion see fit in order to protect the interests of and enforce the rights granted to it in respect of the Secured Obligations</p> <p>2 3 2 In addition to the representations, warranties and undertakings of the Charging Company contained in the Agreement, the Charging Company hereby represents, warrants and undertakes to the Custodian as follows (a) it does not have any place of operations in Poland, and (b) it shall notify the Custodian as soon as practicable of any intention to establish a place of operations in Poland</p> <p>2 3 3 The representations, warranties and undertakings contained in the Agreement and in Paragraph 2 3 2 above are repeated by the Charging Company on each day that a transaction is entered into</p> <p>2 3 4 This Paragraph 2 3 shall be governed and construed in accordance with Polish law</p> <p>2 4 Czech Republic The following provisions shall apply to Accounts opened and maintained in the Czech Republic</p>

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Short particulars	<p>2 4 1 Definitions</p> <p>For the purpose of this Paragraph 2 4</p> <p>"Account Agreements" means [please specify parties, date and the number of the Czech Cash Account opened and maintained pursuant to the Agreement],</p> <p>"Account Receivables" means all receivables due or owing to the Client as holder of each of the Czech Cash Accounts and corresponding to the obligations of the Account Bank, in accordance with the terms of the Account Agreements, to pay out to the Client any amount required by the Client from the funds standing to the credit of such Czech Cash Accounts, to make on behalf of the Client payments to third parties specified by the Client from the funds standing to the credit of such Czech Cash Accounts and any other obligations which the Account Bank as a bank maintaining the Czech Cash Accounts is obliged to perform on the basis of the Account Agreements, as well as any obligations of the Account Bank to return an unjust enrichment (or any other amounts to be returned on the basis of a similar concept) and to compensate for damage arising in connection with the Account Agreements, in particular obligations resulting from the termination (by repudiation or otherwise), cancellation, invalidity, ineffectiveness or unenforceability of any of the Account Agreements and obligations resulting from a breach of any of the Account Agreements (whether current or future, conditional or unconditional, due or undue) For the avoidance of any doubt, the receivable due or owing to the Client as holder of each Czech Cash Account and corresponding to the obligation of the Account Bank, in accordance with the terms of the relevant Account Agreement, to pay out to the Client any amount required by the Client (or to make on behalf of the Client payments to third parties specified by the Client) from the funds standing to the credit of such Czech Cash Account and any other payment obligations which the Account Bank as a bank maintaining the Czech Cash Accounts is obliged to perform on the basis of the relevant Account Agreement, is one receivable (with its appurtenances, if any) existing as of the date of this Agreement and continuing during the term of this Agreement, the amount of which may fluctuate from time to time,</p> <p>"Account Bank" means Citibank Prague [please specify the name and registered seat of the bank maintaining the Czech Cash Accounts if the accounts are maintained by another Bank],</p> <p>"Citibank Prague" means Citibank Europe plc, company established and existing under the Irish law, registered seat at Dublin, North Wall Quay 1, Ireland, registered in the Register of Companies in the Republic of Ireland, under the number 132781, conducting its business in the Czech Republic through Citibank Europe plc, organizační složka, registered seat at Prague 6, Vokovice, Evropská 423/178, Postal Code 166 40, Reg No 28198131, registered in the Commercial Register with the Municipal Court in Prague, Section A, Insert 59288,</p> <p>"Czech Cash Account" means [please include account number, currency of the account, and the Bank maintaining the account],</p>	

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"Czech Securities Account" means [please specify numbers of the relevant accounts in the Czech Securities Centre and/or SKD and/or the account in the internal evidence of Citibank Prague opened for the Client and relating to the omnibus account of Citibank Prague in the SKD],

"Secured Receivables" means

(a) all present and future payment receivables of Citibank Prague owing from the Client, whether actual or contingent, under or in connection with the Agreement and/or this Deed, including but not limited to all receivables of Citibank Prague (i) for reimbursement in respect of the Irrevocable Commitments, and (ii) for repayment of daylight and overnight overdraft lines and reversals of provisional credit, and

(b) any payment receivables of Citibank Prague owing from the Client for the return of an unjust enrichment and for compensation for damage arising in connection with any of the receivables referred to in (a) above, in particular the receivables resulting from the termination (by repudiation or otherwise), cancellation, invalidity, ineffectiveness or unenforceability of any of the obligations under the Agreement and the receivables resulting from a breach of any of the obligations under the Agreement

The maximum total amount of receivables referred to in paragraphs (a) and (b) above shall not exceed in any currency the amount of [] (in words []) These receivables (unless already existing) shall arise during the period of [] years from the date of this Deed

2 4 2 In order to secure the Secured Receivables, the Client hereby pledges in favour of Citibank Prague (a) the Account Receivables, (b) certificated Securities from time to time held by Citibank Prague in safe-keeping and/or custody pursuant to this Agreement and all its rights and receivables relating to such Securities, (c) Securities from time to time credited to the Czech Securities Account, and (d) to the extent not pledged pursuant to paragraph (c) of this Paragraph 2 4 2, all its rights and receivables relating to the Securities from time to time credited to the Czech Securities Account (including rights and receivables in and in relation to the Czech Securities Account)

2 4 3 [Given that Citibank Prague and the Account Bank maintaining the Czech Cash Accounts is the same entity, Citibank Prague and the Client agree and confirm that Citibank Prague is notified of the pledge over the Czech Cash Accounts by execution of this Deed and that such notification is sufficient for the pledge to become effective towards the Account Bank Include only if Citibank Prague maintains the Czech Cash Accounts]

2 4 4 Citibank Prague agrees that until the occurrence of an Event of Default the Client is entitled to use the proceeds of the Account Receivables in accordance with the Agreement and the relevant Account Agreement, and to give relevant instructions to Citibank Prague to such effect

2 4 5 This Paragraph 2 4 shall be governed and construed in accordance with Czech law

2 4 6 Notwithstanding Clause 12 the Deed (except for Paragraph 2 4) shall be governed by English law

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Short particulars	<p>2 5 Australia The following provisions only apply to Accounts opened and maintained in Australia</p> <p>2 5 1 Recital (B) is amended to read as follows</p> <p>In consideration for the Custodians continuing to provide direct custodial services to the Charging Company under the Agreement, it is the intention of the parties to create first priority security rights in favour of the Custodians over the Collateral (as defined below) in each jurisdiction where services are provided</p> <p>2 5 2 Negative Pledge</p> <p>The Charging Company must not create, attempt to create or permit to exist any security interest in relation to the Collateral (whether ranking ahead of, equally with or after the security interests created under, the Deed)</p> <p>2 5 3 Prospective Liability</p> <p>For the purposes of fixing priorities between the Deed and any subsequent charge registered under the Australian Corporations Act and for no other purposes, the Deed secures a prospective liability (being the liability to pay the Secured Obligations and to indemnify the Custodians, any receiver appointed in relation to the Charging Company and any attorney appointed in relation to the Charging Company) up to a maximum amount of AUD 10, 000, 000 The Custodian may from time to time lodge a notice under the Australian Corporations Act on behalf of the client specifying an increase in the maximum amount of the prospective liability and from the date of date of lodgement of the notice, the amount specified in this clause is varied to the amount specified in that notice</p> <p>2 5 4 Floating Charge and Crystallisation</p> <p>To the extent that the Deed is held to be a floating charge under with the law in force in any State or Territory of Australia, the Deed will cease to operate as a floating charge and will operate as a fixed charge automatically and immediately</p> <p>(a) in relation to all Collateral, if</p> <p>(i) any event in Clause 7(i) or Clause 7(ii) occurs, or</p> <p>(ii) the Deed is enforced, and</p> <p>(b) in relation to part of the Collateral, if</p> <p>(i) the Charging Company creates or takes any step towards creating any security interest over that part of the Collateral in breach of Paragraph 2 5 2 (Negative Pledge) above, or</p> <p>(ii) any step is taken to levy or enforce any distress or other execution on or against that part of the Collateral or to enforce any security interest relating to that part of the Collateral,</p>

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(iii) in relation to any proceeds of any debt or other money included in the Collateral that may be or become payable for any reason to the Charging Company, if the Bank (acting as agent for each Custodian) gives notice to the Charging Company that the floating charge constituted by the Deed is to crystallise in relation to those proceeds, or

(iv) a notice which affects that part of the Collateral is issued, signed or given under Subdivision 260-A of Schedule 1 of the Taxation Administration Act 1953(Cth) by or on behalf of the Commissioner of Taxation or the Deputy Commissioner of Taxation or under any similar legislation

2 6 Portugal The following provisions only apply to Accounts opened and maintained in Portugal

Portuguese Further Assurance

2 6 1 The Charging Company hereby undertakes, if and when requested in writing by Citibank, N A , London Branch ("Citi"), to enter into a Supplemental Portuguese Security Deed (the "Supplemental Portuguese Security Deed ") substantially in the form set forth in schedule 2 to the Deed and, without prejudice to Paragraph 2 6 2 (Portuguese Security Interest and Power of Attorney), to take all necessary steps to give effect to it under Portuguese law, in this latter case forthwith upon receipt of written notice by Citi

Portuguese Security Interest and Power of Attorney

2 6 2 Without prejudice to Clause 9 (Power of Attorney) of the Deed, and for the performance of obligations set forth in Clause 6 (Further Assurances) and Paragraph 2 6 1 (Portuguese Further Assurance) the Charging Company irrevocably appoints Citibank International PLC ("CIP") as its attorney to, at any time deemed convenient by CIP at its absolute discretion, carry out all actions required or adequate to execute and perfect the Supplemental Portuguese Security Deed, as well as to carry out all actions required or adequate to enforce the Supplemental Portuguese Security Deed according to its terms and conditions, including, but limited to, those set forth in the Power of Attorney set out in schedule 3 to the Deed CIP will notify the Charging Company of its requirement that the Charging Company execute the Supplemental Portuguese Security Deed and if by close of business (London time) on the second Business Day following the date of such notice, the Charging Company has not delivered to CIP a duly executed Supplemental Portuguese Security Deed then CIP may immediately execute the Supplemental Portuguese Security Deed in the Charging Company's name and on its behalf pursuant to the power of attorney granted by this Paragraph 2 6 2 and set out in schedule 3 to the Deed

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Short particulars

Portuguese Stamp Duty

2 6 3 In relation to the Supplemental Portuguese Security Deed, attached as schedule 2 to the Deed, the Charging Company agrees to indemnify CIP in respect of any obligation to pay stamp duty, which may arise in connection with or by virtue of CIP having been granted the security interests set forth in the Supplemental Portuguese Deed and/or having entered into the Supplemental Portuguese Deed

(i) CIP shall keep the Charging Company fully and promptly informed of all notices, inquiries and correspondence (written or oral) which CIP receives from any taxing or other governmental (local or central), state or municipal authority in Portugal ("Tax Authority") in respect of any such obligation to pay stamp duty as is mentioned in Paragraph 2 6 3

(ii) If CIP receives any document from a Tax Authority asserting a liability for the Charging Company under Paragraph 2 6 3 (a "Demand"), CIP will give notice in writing to the Charging Company of the Demand (including reasonably sufficient details of the Demand) as soon as reasonably practicable and must take such action as the Charging Company may reasonably request (at the Charging Company's cost) to enable the Charging Company to avoid, dispute, resist, appeal, compromise or defend the Demand or any matter relating to the Demand

(iii) CIP will act in any matter relating to a Demand only upon receipt of the Charging Company's written directions and at the Charging Company's cost

(iv) This Paragraph 2 6 3 (Portuguese Stamp Duty) shall cease to apply, save as regards any liability of the Charging Company to meet any costs of CIP, upon the Migration Date (as defined below) if the Supplemental Portuguese Deed has not been executed at such date
Portuguese Account Migration

2 6 4 CIP may (acting by itself or an agent) by notice in writing to the Charging Company (a "Migration Notice") transfer or delegate the provision of services in relation to the Portuguese Securities Business to (x) its head office ("CIP London") (y) Citi or (z) an affiliate or some combination thereof It is hereby agreed that the effect of a Migration Notice shall be, with effect from the effective date specified in the Migration Notice (the "Migration Date"),

2 6 5 Citi shall provide a cash Account (the "New Cash Account") for the Charging Company in place of the Portuguese Cash Account (as defined in the Power of Attorney set out in schedule 3 to the Deed) in respect of the Portuguese Securities Business,

2 6 6 CIP London shall provide a securities custody Account (the "New Custody Account"), which may be an existing securities custody Account used with reference to other product areas, for the Charging Company in place of the Portuguese Custody Account (as defined in the Power of Attorney set out in schedule 3 to the Deed) in respect of the Portuguese Securities Business,

2 6 7 The Charging Company authorises Citi and CIP London to open the New Cash Account and, if relevant, the New Custody Account respectively and to continue services provided under the Agreement in respect of Portuguese Securities Business through the New Cash Account and the New Custody Account,

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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

2 6 8 The New Cash Account shall constitute a cash "Account" for the purposes of the Agreement and the Deed, and shall be subject to the terms of such agreements,

2 6 9 The New Custody Account, if not an account which is a securities custody Account before the Migration Date, shall constitute a securities custody "Account" as defined in the Deed, and the provisions of the Deed shall apply to the New Custody Account and the Securities therein credited, and

2 6 10 the lien under the terms of the Deed and the security interests and rights of set-off created by the Deed shall take effect in respect of the Securities held in the New Custody Account and in respect of the sums held to the credit of the New Cash Account, and the obligations which are secured by such arrangements shall include any Secured Obligations outstanding on the Migration Date

Ownership of Purchased Securities

2 6 11 Clause 3 of the Deed (Ownership of Purchased Securities) shall be governed by English law

Governing law

2 6 12 Notwithstanding Clause 12 the Deed shall be governed by English law

2 7 **Hong Kong** The following provisions only apply to Accounts opened and maintained in Hong Kong

2 7 1 Recital (C) shall be replaced with the following

"Where more than one Custodian provides services to the Charging Company, it is the intention of the Parties that the security interest granted by the Charging Company is a security interest

(i) in favour of the Bank and each and every Custodian, and

(ii) over all rights the Charging Company has or may have now or in the future

in respect of all or any part of the Collateral, irrespective of

(a) the jurisdiction or jurisdictions in which the Collateral or any part thereof may be located, and

(b) the identity of the Custodian or Custodians holding the Collateral or any part thereof "

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>2 7 2 In Clause 4 4 the words "have the benefit of" shall be replaced by the words "shall be secured by"</p> <p>2 7 3 In Clause 7 (Remedies), paragraph (x) shall be deleted and replaced by the following "(x) apply any part of the Collateral referred to in paragraph (i) of the definition thereof in or towards discharge of the Secured Obligations"</p> <p>2 8 Canada The following provisions only apply to Accounts opened and maintained in Canada</p> <p>2 8 1 In Recital (C) the words "has the benefit of all available Collateral" shall be replaced by the words "be secured by all existing and after-acquired Collateral"</p> <p>2 8 2 For the avoidance of doubt the term "Custodian" includes Citibank Canada and Citibank, N A , Canada Branch as applicable (the "Canadian Custodian") and the Canadian Custodian is a Party to the Deed</p> <p>2 8 3 In Clause 4 1 the word "the" immediately before the word "Collateral" shall be replaced with "all existing and after acquired Collateral"</p> <p>2 8 4 The following shall be added to Clause 11 "Notwithstanding any other existing or future agreement between the Bank, the Charging Company and the Canadian Custodian relating to any Account opened and maintained in Canada, the parties hereby irrevocably select the Province of Ontario as the "securities intermediary's jurisdiction" for purposes of applicable securities transfer legislation "</p> <p>2 9 Switzerland The following provisions only apply to Accounts opened and maintained in Switzerland</p> <p>2 9 1 In addition to the representations, warranties and undertakings of the Charging Company contained in the Agreement, the Charging Company hereby represents, warrants and undertakes to the Custodian as follows (a) it does not have any place of operations in Switzerland, and (b) it shall notify the Custodian as soon as practicable of any intention to establish a place of operations in Switzerland</p> <p>2 9 2 The representations, warranties and undertakings contained in the Agreement and in Paragraph 2 9 1 above are repeated by the Charging Company on each day that a transaction is entered into</p> <p>2 9 3 This Paragraph 2 9 shall be governed and construed in accordance with Swiss law</p>	

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 V - Covenants and Restrictions

Clause 7 (*Remedies*) provides that if the Charging Company

- (i) fails to reimburse any Custodian in respect of any Secured Obligation, or
- (ii) is dissolved or becomes the subject of formal insolvency proceedings in any jurisdiction, or any step is taken against the Charging Company to initiate insolvency proceedings in any jurisdiction,

any Custodian or the Bank may, without notice to the Charging Company except as required by law and at any time

- (x) appropriate and apply all or any part of the Collateral against Secured Obligations,
- (y) sell all or any part of the Collateral, and
- (z) exercise in respect of the Collateral all the rights and remedies of a secured party on default under any applicable law

Part VI - Custodians

- 1 Australia Citibank Pty Ltd
- 2 Austria Citibank N A
- 3 Belgium Citibank International PLC
- 4 France Citibank International PLC
- 5 Greece Citibank International PLC
- 6 Italy Citibank N A
- 7 Japan Citibank N A
- 8 Netherlands Citibank International PLC
- 9 Portugal Citibank International PLC
- 10 Switzerland Citibank N A



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. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED DATED 10 MARCH 2010 AND
CREATED BY JEFFERIES INTERNATIONAL LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CITIBANK, N.A. FOR ITSELF AND ON BEHALF OF
EACH CUSTODIAN 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 24 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 MARCH 2010

DX
JEL



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES