

# MG01

## Particulars of a mortgage or charge



**A fee is payable with this form.**

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

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

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

WEDNESDAY



\*AQZYNIKM\*

A44

24/03/2010

COMPANIES HOUSE

31

For official use

### 1 Company details

Company number: 0 1 9 7 8 6 2 1  
Company name in full: Jefferies International Limited (the "Charging Company")

→ **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 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: Security financial collateral agreement (the "Collateral Agreement") dated 10 March 2010 between  
Citibank International plc, Athens Branch ("CIP") and the Charging Company

### 4 Amount secured

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

Amount secured: Pursuant to clause 3.1 (*Security Interest*) of the Collateral  
Agreement, the security created by the Collateral Agreement is  
created as security for the proper payment and discharge of any and  
all of the Secured Obligations

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

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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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Citibank International Plc, Athens Branch	
Address	Othonos 8, Athens	
	Greece	
Postcode	1 0 5 5 7	
Name		
Address		
Postcode		

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

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>Pursuant to clause 3 1 (<i>Security Interest</i>) of the Collateral Agreement, as security for the proper payment and discharge of any and all Secured Obligations the Charging Company pledged in favour of CIP (a) any Securities credited from time to time in the Client Securities Account and upon their book entry, notwithstanding any change in the respective account numbers and (b) any cash credited from time to time in the Client Cash Account, notwithstanding any change in the respective account numbers and CIP accepted such Collateral</p> <p>Part III of the attached continuation pages refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Collateral Agreement and must be read as part of those charges</p> <p>Capitalised terms are defined in the continuation pages to this form MG01</p>	

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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 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

*Lonello LLP.*

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 **AndrewTaylor**

Company name **(F3AMT/TSMCD/2239812)**

**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](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)**

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Please give the short particulars of the property mortgaged or charged

Short particulars

MG01 STANDARD CONTINUATION PAGES - GREEK PLEDGE

#### Part I - Definitions

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

**"Agreement"** means the direct custodial services agreement and country schedules specified in schedule A to the Collateral Agreement.

**"Bank"** means Citibank, N A acting through its offices located in the City of London or as otherwise specified in writing to the Charging Company.

**"Clearance System"** means Cedel S A, the Euro-clear System, the First Chicago Clearing Centre, the Depository 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.

**"Client Cash Account"** means the cash account held by the Charging Company with CIP specified in part IV, and being maintained for the purposes of the transactions contemplated in the Agreement.

**"Client Securities Account"** means the Securities held from time to time in the securities account specified in part V maintained with the System also specified in part V below, and being maintained for the purposes of the transactions contemplated in the Agreement.

**"Collateral"** means any securities and monies kept from time to time in whichever of the Client Securities Account and/or Client Cash Account is applicable. Pursuant to clause 3.2 (*Security Interest*) of the Collateral Agreement, the Parties agreed that the Collateral includes, inter alia, dividends, interest, coupons and to every renewal thereof.

**"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 security deed between the Charging Company and CIP, which is a supplement to the Agreement.

**"Event of Default"** means the Charging Company (i) fails to reimburse CIP 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.

**"Parties"** means CIP and the Charging Company.

**"Secured Obligations"** is as defined in part II below.

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**"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)

**"System"** is as specified in part V below

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#### Part II - Amount secured by the mortgage or charge

✓  
10 Pursuant to clause 2 (*The Secured Obligations*), the Collateral shall secure any and all of the Charging Company's obligations towards CIP under the Agreement and/or the Deed and any annex thereto, present and future, whether matured or not, conditional or definitive including, without limitation, any contractual and default interest, any expenses, taxes and other charges and any amount owed by the Charging Company to CIP or any other Custodian and all other obligations secured by the Deed (the "**Secured Obligations**"), as the Secured Obligations may be modified from time to time in accordance with the Agreement and/or the Deed and any annex thereto and/or the relevant applicable laws

Pursuant to clause 5.5 (*Miscellaneous*), if for any reason the Secured Obligations do not constitute valid and enforceable obligations of the Charging Company, the Collateral shall secure under the same terms any and all such claims of CIP against the Charging Company on grounds of unjust enrichment or any other cause

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#### Part III - Covenants and Restrictions

Pursuant to clause 4 1 (*Remedies*), upon the occurrence of an Event of Default, or in case one or more of the Secured Obligations should become due and payable, CIP may enforce the Collateral and shall be entitled to exercise its rights under the Collateral Agreement, under clauses 4 2 to 4 6

Pursuant to clause 4 2 (*Remedies*), CIP may, without any approval of or prior notice to the Charging Company being required, proceed with the realisation and sale of any Securities booked to the Client Securities Account at the prevailing market price at the time of the sale, conducting such sale in a commercially reasonable manner, and apply the proceeds towards payment of the Secured Obligations

Pursuant to clause 4 3 (*Remedies*), CIP may, without any approval of or prior notice to the Charging Company being required, apply any balance of the Client Cash Account to pay the Secured Obligations

Pursuant to clause 4 4 (*Remedies*), if the Securities are denominated in a currency other than that in which the Secured Obligations are denominated, CIP shall be entitled to convert accordingly the currency of the cash and/or the cash of the proceeds of the Securities into that of the Secured Obligations, at the exchange rates as determined (in a commercially reasonable manner) by the Custodian on the day of the enforcement of the Collateral

Pursuant to clause 4 5 (*Remedies*), the enforcement over the Collateral and the respective exercising by CIP of its rights under the terms of the Collateral Agreement shall not be prejudiced by the commencement or continuation of – voluntary or involuntary - winding-up or liquidation proceedings, reorganisation measures or bankruptcy regarding either the Charging Company or CIP, under the provisions of the applicable Greek Laws and indicatively but without limitation, under the provisions of Law 3588/2007, or any similar legislation in force from time to time

Pursuant to clause 5 6 (*Miscellaneous*), the constitution of the Collateral does not stop CIP from demanding or enforcing, at any time and through legal proceedings or otherwise, payment of its claims secured by the Collateral



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**Part IV - Client Cash Account**

Client Cash Account number 0411151018

CIP's Office 8 Othonos Str , Athens, Greece

**Part V -Client Securities Account**

Client Securities Account number 411151

System HELEX - BOGS

CIP's Office 8 Othonos Str , Athens, Greece

**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. 11**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY FINANCIAL  
COLLATERAL AGREEMENT DATED 10 MARCH 2010 AND  
CREATED BY JEFFERIES INTERNATIONAL LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO CITIBANK INTERNATIONAL PLC OR ANY  
OTHER 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  
JBL*



*Companies House*  
— for the record —



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