

MG01

Particulars of a mortgage or charge



100018/13

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 company. To do this, please use form MG01s

THURSDAY



LQFETIS7

LD3

01/04/2010

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COMPANIES HOUSE

1

Company details

Company number

0 1 9 7 8 6 2 1

Company name in full

Jefferies International Limited

(the "Chargor")

For official use

1 2

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

22 03 2010

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

A security deed dated 22 March 2010 (the "**Security Deed**") granted by the Chargor in favour of Deutsche Bank AG, London Branch and any transferee or successor (whether immediate or derivative) of Deutsche Bank AG, London Branch and any company with which it may amalgamate (the "**Chargee**")

4

Amount secured

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

Amount secured

For details of the amounts secured, please see the attached Section 4 MG01 continuation page (Amount secured) to this Form MG01 (this "Form")

Unless defined elsewhere on this Form, please see attached Section 6 MG01 continuation page (Short particulars of all property charged) of this Form for the defined terms which are used throughout this Form (including in such continuation pages)

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 Deutsche Bank AG, London Branch

Address Winchester House, 1 Great Winchester Street

London

Postcode E C 2 N 2 D 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

As continuing security for the payment or discharge of the Secured Amount, the Chargor with full title guarantee has charged to the Chargee by way of first fixed charge

- as
- (a) all sums and payments now and from time to time hereafter receivable by or for the account of the Chargor by reason or in respect of any transfer or debit of, or agreement to transfer or debit, stock from any Eligible Stock Account of or in the name of or otherwise referable to the Chargor in CREST or of any transfer by the Chargor of any of its right, title or interest to or in stock represented or to be represented by any credit balance for the time being on any such Eligible Stock Account in CREST, together with all rights and interests in such sums and payments,
- (b) all sums and payments from time to time hereafter receivable by or for the account of the Chargor by reason of or in respect of the closing out or liquidation of any unsettled contract relating to any Eligible Stock in CREST,
- (c) all right, title and interest of the Chargor to or in all money now or at any time hereafter standing to the credit of the Controlled Accounts, together with all rights relating or attaching thereto, including interest accruing thereon,
- (d) all right, (including property rights) title and interest of the Chargor to or in all securities now or at any time hereafter held in each Escrow Account, together with all rights relating or attached thereto

Please see the attached Section 6 MG01 continuation page (Short particulars of all the property mortgaged or charged) to this Form for further details

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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

AUTHORISED SIGNATORY

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 K Alo

Company name Deutsche Bank AG, London
Branch

Address Winchester House

1 Great Winchester Street

Post town London

County/Region

Postcode E C 2 N 2 D B

Country

DX

Telephone 0207 547 7318



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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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All debts, obligations and liabilities whatsoever whether existing on 22 March 2010 or from time to time thereafter arising (whether before or after the service of a Default Notice) due, owing or incurred by the Chargor 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) including (whether before or after any judgment) all interest, costs and other charges whatsoever and including, without limitation, any such debts, obligations and liabilities which arise in connection with</p> <ul style="list-style-type: none"> (a) the Facility Agreement and/or the Security Deed, or (b) the making of any Assured Payment and/or RTGS Payments by the Chargee for the account of the Chargor, or (c) any transfer of stock to the Chargor by means of CREST, whether the Chargor is acting for itself or on behalf of a system-beneficiary, or (d) any transfer by a system-beneficiary to the Chargor, as system-beneficiary, by means of CREST of the first system-beneficiary's interest in stock held by a relevant nominee where the relevant nominee will continue to hold the stock on behalf of the Chargor, or (e) any agreement to make a transfer of the kind specified in paragraphs (c) or (d) above, or (f) any issue of stock to the Chargor by means of CREST, whether the Chargor is acting for itself or on behalf of a system-beneficiary, <p>Whether such debts, obligations or liabilities are incurred by the Chargor on its own account or on behalf of a system-beneficiary (the "Secured Amount")</p> <p>Unless defined elsewhere on this Form MG01, please see attached Section 6 MG01 continuation page (Short Particulars of all property charged) of this form for the defined terms which are used throughout this Form MG01 (including in such continuation pages)</p>	

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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>by way of first floating charge</p> <p>(a) all Eligible Stock held by, or on behalf of or for the account of, the Chargor in CREST,</p> <p>(b) all and any property, property rights or interest of the Chargor in, or rights of the Chargor to, Eligible Stock in CREST, including (without limitation) interests of the kinds specified in Regulations 25(1)(a) and 25(2)(a) of the Regulations,</p> <p>(c) all and any sums or other benefits due or becoming due to the Chargor or its nominee by reason of its holding of or entitlement to Eligible Stock in CREST, including, without limitation, sums or benefits due or becoming due by way of repayment, bonus, allotment, dividend, interest, preference, redemption or conversion or accruing or offered in respect of Eligible Stock in CREST in which the Chargor has an interest,</p> <p>(d) all and any stock or rights (including property rights), title or interest of the Chargor in, or any sum or benefit deriving from, Eligible Stock which is no longer in an uncertificated form, whether by reason of the Chargor (or any person holding stock for or on behalf of the Chargor) having become a former system-member of CREST, or such Eligible Stock being converted into certificated form at the request of the Chargor, the Chargee or any Relevant Person or otherwise, and</p> <p>(e) all and any right, title and interest of the Chargor in any of the assets or property secured by way of the fixed charge described above,</p> <p>except in each case to the extent that such assets, property, stock, sums or benefits are effectively charged to the Chargee by way of fixed charge under the Security Deed Each floating charge created by the Security Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p>For the avoidance of doubt, the charges described above apply to all sums and payments and to all rights, title and interests of the Chargor referable to stock for which Assured Payment Obligations and/or RTGS Payment Obligations have been settled or are due to be settled by the Chargor under the facility made available pursuant to the Facility Agreement, even if such facility is utilised by the Chargor for a purpose which is not permitted by the Facility Agreement</p> <p>The charges contained in the Security Deed are made for securing further advances, and the charges, covenants and provisions contained in the Security Deed shall remain in force as continuing security to the Chargee notwithstanding any settlement of account or any other act, event or matter whatsoever, except only the execution by the Chargee of an absolute and unconditional release</p> <p>The Security Deed contains covenants for further assurance and a negative pledge</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	<p>Definitions</p> <p>"Assured Payment Agreement" means any agreement for the time being in force between EUI and each relevant Settlement Bank, which contains the terms and conditions governing the relationship between such Settlement Banks as a result of their admission to settlement bank status in respect of the Designated Currency specified therein,</p> <p>"Assured Payment Obligation" means an obligation of a Settlement Bank arising pursuant to the relevant Assured Payment Agreement or the relevant Settlement Bank Agreement and "Assured Payment" shall be construed accordingly,</p> <p>"Authorised CREST Sponsor" means the Chargee in its capacity as CREST Sponsor of the Chargor, or any person appointed by the Chargee as CREST Sponsor of the Chargor, pursuant to clause 15 2 (Power of attorney) of the Security Deed,</p> <p>"Charged Property" means the property, assets, rights, receivables and benefits of the Chargor which are for the time being comprised in or subject to the Security Interests constituted by the Security Deed, and references to the Charged Property include references to any part of it,</p> <p>"Controlled Accounts" means the accounts maintained by the Chargor with the Chargee for the time being designated for use in connection with the Facility Agreement or any one or more of them maintained by the Chargor with the Chargee or any one or more of them and includes (unless the context otherwise requires) any additional or substitute account maintained by the Chargor with the Chargee from time to time specified as being a "Controlled Account" for the purposes of the Security Deed or any other account which is not so designated but is referable to Debts and/or Assured Payments and/or RTGS Payments received by the Chargee for the account of the Chargor (in each case as re-numbered or redesignated from time to time),</p> <p>"CREST" means the computer-based system and procedures established by EUI to enable title to units of stock to be evidenced and transferred without a written instrument and to facilitate supplementary and incidental matters,</p> <p>"CREST Member" means a person who has been admitted by EUI as a system-member of CREST and (unless the context otherwise requires) includes a CREST sponsored member,</p> <p>"CREST Registrar" means a person who has been admitted by EUI as a system-participant to carry out the functions of a registrar and/or receiving agent,</p> <p>"CREST RTGS Payment Agreement" means an agreement between EUI and each Settlement Bank which governs the relationships of each Settlement Bank with other Settlement Banks and EUI as a result of its admission as a CREST Settlement Bank in the CREST relevant systems in respect of each RTGS Currency,</p> <p>"CREST Sponsor" means a system-participant permitted by EUI to send properly authenticated dematerialised instructions attributable to a CREST member and to receive properly authenticated dematerialised instructions on behalf of a CREST member,</p> <p>"Debts" means all sums and payments referred to in clause 3 1(a), (b) and (c) of the Security Deed,</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	<p>"Designated Currency" means a currency for the time being specified as such in the Facility Agreement,</p> <p>"Eligible Stock" means stock represented by entries on one or more Eligible Stock Accounts but excludes any stock held in an excluded stock account band/or any stock which is not beneficially owned by the Chargor,</p> <p>"Eligible Stock Account" means a stock account which is not an Excluded Stock Account,</p> <p>"Escrow Account" means an escrow account in CREST in the Chargor's name or otherwise referable to the Chargor (the operating procedures for which permit only the Chargee or its escrow agent to give instructions to EUI in respect of Charged Property held in such escrow account),</p> <p>"Escrow Agent" means the Chargee (or any person appointed by the Chargee to act) as escrow agent within CREST in relation to an Escrow Account,</p> <p>"EUI" means Euroclear UK & Ireland Limited (formerly CRESTCo Limited) incorporated in England and Wales under number 2878738 acting as Operator of CREST as a relevant system under the Regulations, whose registered office is at 33 Cannon Street, London EC4M 5SB,</p> <p>"Euro" or "euro" means the single currency of Participating Member States of the European Union,</p> <p>"Excluded Stock Account" means a stock account specified in the schedule attached to the Security Deed or any stock account from time to time maintained solely in respect of stock which is not beneficially owned by the Chargor,</p> <p>"Facility Agreement" means the Settlement Bank Facility Agreement(s) for the time being in force between the Chargee and the Chargor under which the Chargee agrees to act as Settlement Bank for the Chargor for the purposes set out in the facility letter(s) addressed by the Chargee to the Chargor together with the accompanying terms and conditions (including the schedules) and form of acceptance and any other documents or agreements referred to therein and as the same may be amended, varied, renewed, replaced or extended in accordance with its terms,</p> <p>"Regulations" means the Uncertificated Securities Regulations 1995 (SI 1995 No 3272), the Uncertificated Securities Regulations 2001, the Uncertificated Securities (Amendment) (Eligible Debt Securities) Regulations 2003 and such other regulations made under Section 207 of the Companies Act 1989 as are applicable to EUI and/or the CREST relevant system and are for the time being in force,</p> <p>"Pounds Sterling" means the lawful currency of the United Kingdom,</p> <p>"Receiver" means any administrative receiver, receiver and manager or receiver appointed by the Chargee under the Security Deed or the Chargee's statutory powers, and includes more than one such Receiver and any successor or replacement Receiver,</p>	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Relevant Persons" means the Authorised CREST Sponsor, the Escrow Agent, the Receiver, any accountant or other person appointed under clause 10 1 (Preferential Claims) of the Security Deed and any person appointed to act as substitute attorney or delegate under clause 15 2 (Power of attorney) of the Security Deed and (unless the context otherwise requires) includes each or any of them and "Relevant Person" shall be construed accordingly,</p> <p>"RTGS Currency" means either or both of Pounds Sterling or Euro,</p> <p>"RTGS Payment Obligation" means an obligation of the Chargee to pay an amount of Pounds Sterling or Euros to another Settlement Bank under the applicable CREST RTGS Payment Agreement or the CREST Settlement Bank Agreement or, as the context may require, a corresponding obligation by another Settlement Bank to pay Pounds Sterling or Euros in favour of the Chargee under the applicable CREST RTGS Payment Agreement and an agreement between that Settlement Bank and EUI in terms similar to the CREST Settlement Bank Agreement, and "RTGS Payment" shall be construed accordingly,</p> <p>"Security Interest" means</p> <ul style="list-style-type: none"> (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, <p>"Settlement Bank" means, in respect of any Designated Currency, a bank which has contracted with EUI and the other Settlement Banks to make and receive Assured Payments and/or RTGS Payments for the account of CREST Members and CREST Registrars and continues so to act, and</p> <p>"Settlement Bank Agreement" means the agreement(s) for the time being in force between a Settlement Bank and EUI which contains the terms and conditions governing the relationship between EUI and such Settlement Bank as a result of its admission to settlement bank status in respect of one or more Designated Currencies</p>	



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. 12

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEED DATED 22
MARCH 2010 AND CREATED BY JEFFERIES INTERNATIONAL
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO DEUTSCHE BANK AG 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 1 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 APRIL 2010

PO
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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES