

**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 S company. To do this, please use form MG01s

THURSDAY



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26/08/2010

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COMPANIES HOUSE

**1****Company details**

Company number

0 1 9 7 8 6 2 1

Company name in full

Jeffenes International Limited (the "Charging Company")

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

d 2 d 0 m 0 m 8 y 2 y 0 y 1 y 0

**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

Account pledge agreement (the "Pledge Agreement") dated 20 August 2010 between Citibank N A, London branch, ("CNA") 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 2.2.2 (*Purpose of the Pledge*) of the Pledge Agreement, the pledge over the Pledged Assets (the "Pledge") shall serve as security for CNA for the complete satisfaction of any and all Secured Obligations. To the extent the relevant Central Securities Depository asserts a priority pledge, the Pledge shall constitute a second priority pledge (*nachgehendes Pfandrecht*). CNA shall be entitled to notify the relevant Central Securities Depository of this second priority pledge. The Pledge shall serve as a continuing security in respect of all present or future Secured Obligations, notwithstanding (i) any increase of the amount of the Secured Obligations, (ii) any intermediate payment or discharge of any but not all Secured Obligations, (iii) any change, amendment, or supplement whatsoever in the Agreement or Deed. The Pledge shall be cumulative, in addition to and independent of every other security which CNA under or in connection with the Agreement or Deed may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law.

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

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Citibank N A
Address	Citigroup Centre, Canada Square, Canary Wharf London, England
Postcode	E 1 4 5 L B
Name	
Address	
Postcode	

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

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

Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Pursuant to clause 2 2 1 (<i>Object of Pledge</i>) of the Pledge Agreement, as of the date of the Account Pledge, the Charging Company agrees to pledge and thereby pledges to and for the benefit of CNA all of its existing and future rights, claims, titles, benefits and interest in and in relation to <u>any current or future Account, including, without limitation, all shares, debt instruments, investment fund units, certificates, derivatives and other securities, whether certified or not, which are held by the CNA for the Charging Company now or in future in any current or future Account (collectively the "Pledged Securities"), and all moneys payable in respect of the Pledged Securities and all other ancillary rights, benefits and proceeds in respect of or derived from the Pledged Securities, whether present or future, including but not limited to liquidation proceeds, dividends, interest payments, redemption payments, subscription rights, bonus shares, preference rights, options, substitution, conversion or other rights (the "Pledged Rights", together with the Pledged Securities the "Pledged Assets")</u></p> <p>Pursuant to clause 2 1 (<i>Establishment of Accounts</i>), CNA is the owner of the settlement account GB102394 at SIX SIS AG, Brandschenkestrasse 47, P O Box 1758, CH-8021 Zurich, Switzerland opened or to be opened by the CNA in its own name for the purpose of settlement of transactions entered into by the CNA's clients including the Charging Company in relation to Swiss Securities Business. In addition, CNA may in its sole discretion and upon prior written notice to the Charging Company designate any other account it holds in its own name with a central securities depository in Switzerland (all such central securities depositories collectively with the central securities depository specified below the "<b>Central Securities Depositories</b>") to be a settlement account in terms of the Pledge Agreement (all such accounts collectively with the settlement account specified above the "<b>Accounts</b>")</p> <p>Part II 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 Pledge 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>

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

# MG01

## 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

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X *Hogan Howell International LLP* X

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

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Andrew Taylor (F3/AMT/2311020)**

Company name **Hogan Lovells International LLP**

Address **Atlantic House**

**Holborn Viaduct**

Post town **London**

County/Region

Postcode 

E	C	1	A	2	F	G
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Country

DX **57 London Chancery Lane**

Telephone **+44 (20) 7296 2000**



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

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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 have the following meaning respectively set out below:

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

**"CNA"** means Citibank N A a national banking association organised in the United States of America acting through its London Branch, whose principal place of business is at Citigroup Centre, Canada Square, Canary Wharf, London, England E14 5LB

**"DEBA"** means the Federal Debt Enforcement and Bankruptcy Act

**"Deed"** means a security deed dated 10 March 2010 entered into by the Parties as a supplement to the Agreement with the intention of creating first priority senior rights in favour of CNA over the Collateral (as defined in the Deed)

**"Event of Default"** means the Charging Company (i) fails to perform any Secured Obligation when due 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

**"Irrevocable Commitments"** is as defined in the Deed

**"Party"** means any party to the Pledge Agreement

**"Secured Obligations"** means all obligations owing to CNA 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 CNA in respect of Irrevocable Commitments, (ii) all other present and future obligations of the Charging Company to repay CNA 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 CNA in the Agreement

**"Swiss Securities Business"** means CNA acts as custodian for the Charging Company under the Agreement in respect of securities for which the central securities depository is located in Switzerland

#### Part II - Covenants and Restrictions

Pursuant to clause 4.1 (*Remedies*), if an Event of Default occurs, CNA shall, subject to any priority right of pledge or set-off of the relevant Central Securities Depository, have the right but not the obligation

- 1 to freely dispose of the Pledged Assets and give to the relevant Central Securities Depository respective instructions without any restrictions,

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Short particulars

- 2 to realize the Pledge by forced sale pursuant to the DEBA,
- 3 to realize the Pledge without regard to the formalities provided in the DEBA (*Private Verwertung*) or contract and acquire the Pledged Assets in its own name and on its own account (*Selbsteintritt*), or
- 4 to set off the Pledged Assets against the Secured Obligations to the extent legally permitted

Notwithstanding the foregoing and the provision of article 41 DEBA, CNA is at liberty to institute or pursue the ordinary procedure for recovery of debt without having first realized the Pledged Assets or instituted proceedings for the realization of the Pledge (*Ausschluss des beneficium excussionis realis*)

Pursuant to clause 2 3 (*Disposal of Pledged Assets*), the Pledge shall not affect the Charging Company's right to dispose of the Pledged Securities in any of the Accounts in accordance with the terms of the Agreement as long as no Event of Default (as defined in clause 4 1 (*Remedies*)) has occurred Following the occurrence of an Event of Default, CNA shall be entitled, but not obliged, to initiate any acts it deems appropriate to maintain or safeguard the Pledged Assets including to freeze the relevant Account and to refuse to release any



## **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. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ACCOUNT PLEDGE AGREEMENT  
DATED 20 AUGUST 2010 AND CREATED BY JEFFERIES  
INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO CITIBANK N.A.  
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 26 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 SEPTEMBER  
2010

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES