

# MR01

## Particulars of a charge



Companies House

000036/13-00

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge when the charge is  
instrument Use form

THURSDAY



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\*A4J0SD82\*

29/10/2015

#471

COMPANIES HOUSE

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the charge.  
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record. **Do not send the original**

### 1 Company details

Company number 0 1 9 7 8 6 2 1

Company name in full JEFFERIES INTERNATIONAL LIMITED ✓

210

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 Charge creation date

Charge creation date 21 10 2015 ✓

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name EUROCLEAR BANK SA/NV ✓  
1 Boulevard du Roi Albert II, 1210 Brussels, Belgium

Name

Name


Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

## Particulars of a charge

<b>4</b>	<b>Brief description</b>	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p> <p>N/A</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
<b>5</b>	<b>Other charge or fixed security</b>	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
<b>6</b>	<b>Floating charge</b>	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
<b>7</b>	<b>Negative Pledge</b>	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
<b>8</b>	<b>Trustee statement <sup>①</sup></b>	
	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge</p> <p><input type="checkbox"/></p>	<p><sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)</p>
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p>	
	This form must be signed by a person with an interest in the charge	

# MR01

## Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



### 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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### 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 filed on paper.

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)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 1978621

Charge code: 0197 8621 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2015 and created by JEFFERIES INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th October 2015.

9

Given at Companies House, Cardiff on 4th November 2015



**Companies House**



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

I certify this copy is true  
to the original document.

*Karst Goent, Solicitor*

*26-10-2015*

**SUPPLEMENT TO COLLATERAL AGREEMENT  
GOVERNING SECURED GC ACCESS SECURITIES BORROWINGS  
BY PARTICIPANTS IN THE EUROCLEAR SYSTEM (1990 edition)  
(the "GC Access Supplement")**

EUROCLEAR BANK SA/NV  
RPM/RPR (Brussels) 0429 875.591  
1 Boulevard du Roi Albert II  
B-1210 Brussels, Belgium

**SUPPLEMENT TO COLLATERAL AGREEMENT  
GOVERNING SECURED GC ACCESS SECURITIES BORROWINGS  
BY PARTICIPANTS IN THE EUROCLEAR SYSTEM  
(the "GC Access Supplement")**

AGREEMENT between Jefferies International Limited, a company established under the laws of England and Wales (the "Borrower") and Euroclear Bank.

WHEREAS the parties hereto are parties to a Collateral Agreement Governing Secured Borrowings by Participants in the Euroclear System dated June 10, 1993 (the "Collateral Agreement") for the purpose of securing the Borrowings of the Pledgor in relation to its use of the Euroclear System;

WHEREAS the Borrower will enter into GC Access Securities Borrowings under the Supplementary Terms and Conditions governing the GC Access service (the "GC Access Supplementary Terms and Conditions") from time to time. Pursuant to the GC Access Supplementary Terms and Conditions, the Borrower has agreed to grant additional security interests to Euroclear Bank in accordance with the terms and conditions hereof;

WHEREAS the security interests created pursuant to this GC Access Supplement come in addition to and do not replace the security interests created pursuant to the Collateral Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

**1. Definitions**

(a) Section 1 of the Collateral Agreement is amended by editing and including the following defined terms thereto in alphabetical order:

*"Collateral Act" means the Belgian Act of 15 December 2004 on financial collateral arrangements, as amended from time to time.*

*"Collateral Value of the GC Access Collateral" at any time means the collateral value of the GC Access Collateral as determined by Euroclear Bank at such time in accordance with procedures in effect from time to time.*

7

*"Euroclear Pledged Securities Account" means the Securities Clearance Account opened in the name of Euroclear Bank for the purposes of this GC Access Supplement.*

*"GC Access Cash Account" means Cash Account opened in the name of Euroclear Bank, which is associated with the Euroclear Pledged Securities Account.*

*"GC Access Cash Collateral" means all of the Borrower's right, title, and interest in and to amounts of cash received or to be received with respect to or in exchange for any GC Access Collateral Securities.*

*"GC Access Collateral" means (i) the GC Access Collateral Securities, (ii) the GC Access Cash Collateral, and (iii) all other collateral which the Borrower has agreed or may at any time in the future agree with Euroclear Bank shall constitute GC Access Collateral or secure the obligations secured by the GC Access Security Interests.*

*"GC Access Collateral Securities" means all securities which are now or at any time in the future shall be standing to the credit of the Euroclear Pledged Securities Account, including all Securities in Transit and all amounts of cash, securities and other property or counter value received or to be received with respect to or in exchange for any Securities in Transit.*

*"GC Access Eligible Securities" means the securities that are eligible as GC Access Collateral Securities as determined by Euroclear Bank in accordance with the GC Access Supplementary Terms and Conditions. .*

*"GC Access Loan Securities" means securities loaned by the GC Access Borrower from time to time pursuant to the GC Access Supplementary Terms and Conditions.*

*"GC Access Required Lending Value" at any time means the amount determined by Euroclear Bank, in accordance with Section 4(b) of the General Conditions, to be the Borrower's usage of credit for GC Access Securities Borrowings at that time, minus any amount Euroclear Bank may advise from time to time shall be subtracted from the GC Access Required Lending Value.*

*"GC Access Security Interests" means the security interests granted pursuant to Sub-section 2.2.*

*"GC Access Supplementary Terms and Conditions" means the Supplementary Terms and Conditions governing the GC Access service, as amended or supplemented from time to time.*

(b) The definition of "Securities in Transit" is hereby replaced by the following definition:

*"Securities in Transit" means the amount of all securities which (i) although not credited to a Pledged Securities Account or the Euroclear Pledged Securities Account, are deemed to be held by the holder of such Pledged Securities or the Euroclear Pledged Securities Account, as the case may be, pursuant to the Terms and Conditions, or (ii) have been debited from any Pledged Securities Account or the Euroclear Pledged Securities Account pending receipt of proceeds which are, or are intended, to be credited to a Pledged Cash Account or Pledged Securities Account or to the GC Access Cash Account or the Euroclear Pledged Securities Account, as the case may be.*

(c) Capitalized terms not otherwise defined herein will have the meanings assigned to them in the Collateral Agreement.

## **2. The Security Interests**

(a) The heading "2.1 The General Security Interests" is inserted before the existing paragraphs of Section 2 of the Collateral Agreement.

(b) The following Sub-section is hereby inserted at the end of Section 2 of the Collateral Agreement:

### **"2.2 The GC Access Security Interest**

*(a) In order to secure the prompt and complete payment when due of all GC Access Securities Borrowings and other obligations, in whatever form, that relate to or result from the Borrower's use of Euroclear System including from the Borrower's use of the GC Access service, now outstanding or which may be outstanding at any time in the future, of the Borrower to Euroclear Bank in accordance with their terms and to secure the performance of all obligations of the Borrower hereunder, the Borrower hereby grants to Euroclear Bank a security interest in the GC Access Collateral, whether now existing or hereafter arising or acquired, and all of the Borrower's right, title and interest in and to the GC Access Collateral, as well as (i) all amounts of cash, securities and other property or countervalue received or to be received with respect to or in exchange for any and all of the then existing GC Access Collateral and which are, or are intended, to be credited to the GC Access Cash Account or the Euroclear Pledged Securities Account, and (ii) to the extent not covered by the foregoing, all proceeds, product, offspring, rents, or profits of any or all of the foregoing (whether acquired before or after the commencement of any bankruptcy*



7

or liquidation proceeding by or in respect of the Borrower) which are, or are intended, to be credited to the GC Access Cash Account or the Euroclear Pledged Securities Account.

(b) To the extent it refers to GC Access Collateral Securities, Section 2.2(a) shall be construed as creating a first ranking pledge (pand van eerste rang / gage de premier rang) for the benefit of Euroclear Bank under the Collateral Act and the Belgian coordinated royal decree No. 62 relating to the deposit of fungible securities and the settlement of securities transactions, as amended from time to time, which shall constitute a priority right to payment out of the assets pledged (zakelijke zekerheid / sûreté réelle). To the extent it refers to GC Access Cash Collateral, Section 2.2(a) shall be construed as creating a transfer of title security interest (eigendomsoverdracht ten titel van zekerheid / transfert de propriété à titre de garantie) for the benefit of Euroclear Bank under the Collateral Act, which shall constitute a priority right to payment out of the assets transferred (zakelijke zekerheid / sûreté réelle).

(c) In order to perfect the pledge on the GC Access Collateral Securities created pursuant to Section 2.2(a), the Borrower shall transfer Eligible Securities to the Euroclear Pledged Securities Account.

(d) The GC Access Security Interests shall be a continuing security, shall remain in force until it is expressly released in accordance with this GC Access Supplement and shall in particular not be discharged by reason of the circumstance that there are at any time no secured obligations currently owing from the Borrower to Euroclear Bank.

(e) The GC Access Security Interests shall be in addition to, and does not in any way affect, the security interests granted by the Borrower to Euroclear Bank under Section 2.1(a) of the Collateral Agreement. In particular, the Borrower acknowledges that the granting of the GC Access Security Interests under this GC Access Supplement does not limit in any way Euroclear Bank's right to request collateral from the Borrower under the Collateral Agreement, also in relation to GC Access Securities Borrowings."

### **3. Maintenance of Sufficient Collateral**

Section 3(a) of the Collateral Agreement is hereby replaced by the following paragraph:

"(a) The Borrower covenants and agrees that it shall at all times assure that (i) the Collateral Value of the Collateral at a particular time is at least equal to the Required Lending Value and (ii) the Collateral

Value of the GC Access Collateral at a particular time is at least equal to the GC Access Required Lending Value. Without limiting the rights of Euroclear Bank under the General Conditions or any other agreement, if at any time Euroclear Bank notifies the Borrower that the Collateral Value of the Collateral is less than the Required Lending Value or that the Collateral Value of the GC Access Collateral is less than the GC Access Required Lending Value, the Borrower shall immediately either (i) repay Overdrafts, Securities Borrowings or GC Access Securities Borrowings, as the case may be, (ii) cause to be credited to a Pledged Cash Account, a Pledged Securities Account or the Euroclear Pledged Securities Account, as the case may be, in accordance with the Operating Procedures, additional cash or securities as Collateral or additional GC Access Eligible Securities as GC Access Collateral, or (iii) make available other Collateral or GC Access Collateral satisfactory to Euroclear Bank, in each case in an amount sufficient to make the aggregate Collateral Value at least equal to the Required Lending Value or the GC Access Required Lending Value as the case may be."

#### **4. Representations, Warranties and Covenants**

(a) Section 4(a) of the Collateral Agreement is hereby amended and supplemented (i) by adding "or the GC Access Collateral" after "Collateral" in the first and third lines and (ii) by adding at the end of the paragraph: "The Borrower will not at any time provide as GC Access Collateral any securities, or rights with respect thereto, which are credited to (or otherwise identified as belonging to) a customer on the Borrower's books or records."

(b) Section 4(b) of the Collateral Agreement is hereby amended and supplemented by adding "or GC Access Collateral" at the end of the paragraph.

(c) Section 4(c) of the Collateral Agreement is hereby replaced by the following:

"(c) The Borrower has not incurred and will not create, incur, or permit to exist any Lien other than the Security Interests and the GC Access Security Interests on any of the Collateral or GC Access Collateral."

#### **5. Protection of Collateral**

Section 5 of the Collateral Agreement is hereby amended and supplemented (i) by adding "or GC Access Security Interests" after "Security Interest" in the fourth and last lines of Section 5(a) and in the third and last line of Section 5(b), and (i) by adding "or the GC Access

7.

*Collateral*" after *"the Collateral"* in the fifth line of Section 5(a) and in the second (twice), third and last lines of Section 5(b).

## **6. Remedies**

(a) The introductory paragraph of Section 7(a) of the Collateral Agreement is hereby amended and supplemented (i) by adding "*or GC Access Securities Borrowing*" after "*any Securities Borrowing*" in the second line and (ii) by adding "*or GC Access Collateral without the need for a prior court authorization and*" after "*the Collateral*" in the fifth line.

(c) Section 7(a)(i) of the Collateral Agreement is hereby amended and supplemented by adding "*or GC Access Cash Collateral*" after "*Cash Collateral*".

(d) Section 7(a)(ii) of the Collateral Agreement is hereby amended and supplemented by adding "*or GC Access Collateral*" after "*Collateral*" in the first and second lines.

(e) Section 7(a)(iii) of the Collateral Agreement is hereby amended and supplemented (i) by adding "*or GC Access Collateral*" after "*Collateral*" in the third and fifth lines and (ii) by adding "*or GC Access Collateral Securities*" after "*Securities Collateral*" in the seventh line.

(f) The last paragraph of Section 7(a) of the Collateral Agreement is hereby amended and supplemented (i) by adding "*or GC Access Collateral*" after "*Collateral*" in the second, third, sixth and seventh lines and (ii) by adding "*or GC Access Cash Collateral*" after "*Cash Collateral*" in the second line.

(g) Section 7(b) of the Collateral Agreement is hereby amended and supplemented (i) by adding "*or GC Access Collateral*" after "*Collateral*" in the second line and (ii) by adding "*or the Euroclear Pledged Securities Account*" after "*Pledged Securities Account*" in the fifth and seventh lines.

## **7. Application of Proceeds and No Discharge**

(a) The current text of Section 8 of the Collateral Agreement becomes hereby Section 8(a) and is amended and supplemented (i) by adding "*GC Access Collateral*" after "*Collateral*" in the first sentence of the first paragraph; (ii) by adding "*including from the Borrower's use of the GC Access service*" after "*the Euroclear System*" in the second line of the third paragraph, (iii) by adding "*or GC Access Collateral*" after "*Collateral*" in the first line of the last paragraph, and (iv) by adding "*or*"

GC Access Cash Collateral" after "Cash Collateral" in the fourth line of the last paragraph.

(b) A new Section 8(b) of the Collateral Agreement is hereby added as follows:

*"(b) Euroclear Bank may at any time without discharging or in any way affecting the Security Interests or the GC Access Security Interests (a) grant the Borrower any time or indulgence, (b) concur in any moratorium of the secured obligations, (c) amend the terms and conditions of the secured obligations, (d) abstain from taking or perfecting any other security interest and discharge any other security interest, (e) abstain from exercising any right or recourse or from proving or claiming any debt and waive any right or recourse, and (f) apply any payment received from the Borrower or for its account towards any obligations of the Borrower."*

## **8. Expenses**

Section 9 of the Collateral Agreement is hereby amended and supplemented (i) by adding "or GC Access Collateral" after "Collateral" in the fourth line twice, and (ii) by adding "or GC Access Security Interests" after "Security Interests" in the seventh line.

## **9. Rights of Borrower in Collateral**

Section 10 of the Collateral Agreement is hereby replaced by the following paragraph:

*"Unless an Event of Default shall have occurred and be continuing and subject to the terms of this Collateral Agreement, the rights of the Borrower with respect to Cash Collateral, Securities Collateral, Pledged Recovery Rights, GC Access Cash Collateral and GC Access Collateral Securities shall be as provided by the Terms and Conditions, the Supplementary Terms and Conditions and the GC Access Supplementary Terms and Conditions."*

## **10. Right of Euroclear Bank to use the GC Access Collateral Securities**

A new Section 10bis "Right of Euroclear Bank to use the GC Access Collateral Securities" is inserted in the Collateral Agreement as follows:

*"The Borrower hereby authorizes Euroclear Bank to use the GC Access Collateral Securities in whatsoever manner as provided for in Article 11 of the Collateral Act. Euroclear Bank is in particular authorized*

7

to onward pledge the GC Access Collateral Securities to any lender having lent the GC Access Loan Securities borrowed by the Borrower in accordance with the GC Access Supplementary Terms and Conditions."

## **11. Termination and Release of Collateral**

The current text of Section 11 of the Collateral Agreement becomes hereby Section 11(a) and a new Section 11(b) is hereby inserted as follows:

*"(b) The Borrower may, at any time when the GC Access Required Lending Value is zero, notify Euroclear Bank of its intention to terminate the GC Access Security Interests, and the GC Access Security Interests shall terminate upon (a) the receipt by Euroclear Bank of such a notice and (b) the payment by the Borrower of all its obligations pursuant to this Collateral Agreement and the General Conditions in relation to the GC Access service. After giving such a notice, the Borrower shall not make any further GC Access Securities Borrowings if they would cause the GC Access Required Lending Value to exceed zero. Upon any such termination of the GC Access Security Interests, Euroclear Bank will return the GC Access Collateral to the Borrower and will, at the Borrower's expense, execute and deliver to the Borrower such documents as the Borrower shall reasonably request to evidence such termination."*

## **12. Successors and Assigns**

Section 13 of the Collateral Agreement is hereby replaced by the following paragraph:

*"This Collateral Agreement is for the benefit of Euroclear Bank and its successors and assigns. The Borrower hereby authorizes Euroclear Bank to assign and transfer any or all of its rights against and/or any or all of its obligations towards the Borrower at any time, without having to obtain any further consent from the Borrower. This Collateral Agreement shall be binding on the Borrower and its successors. The Borrower shall not have the right to assign its rights or obligations hereunder."*

## **13. Jurisdiction**

(a) The heading of Section 15 of the Collateral Agreement is replaced by "Governing Law, Jurisdiction and Headings".

(b) The first sentence of the first paragraph of the Collateral Agreement becomes Section 15(a).

(c) The second sentence of the first paragraph of the Collateral Agreement becomes Section 15(c).

(d) A new paragraph is inserted after the new Section 15(a):

*"(b) The Borrower submits to the non-exclusive jurisdiction of the competent courts of Brussels for the purposes of any dispute arising hereunder."*

#### **14. Records**

Section 16 of the Collateral Agreement is hereby amended and supplemented by adding "*or GC Access Collateral*" after "*Collateral*" in the fourth line.

#### **15. Representations and Warranties**

As modified hereby, the Borrower reaffirms as of the date hereof its representations and warranties and covenants made in Section 4 of the Collateral Agreement.

#### **16. Governing laws**

This GC Access Supplement shall be governed by and construed in accordance with the laws of Belgium.

#### **17. Effect**

This GC Access Supplement constitutes a supplement to and modification of the Collateral Agreement. Except as amended and supplemented hereby, the provisions of the Collateral Agreement shall remain in full force and effect.

7

IN WITNESS THEREOF, the parties hereto have caused this to be signed and dated below by the requisite number of their duly authorized representatives.

Date of signature: 21 October 2015

JEFFERIES INTERNATIONAL LIMITED

By: Michael French  
Name: MICHAEL FRENCH  
Title: HEAD OF INTL TREASURY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Corporate Seal (if required)

EUROCLEAR BANK SA/NV

By: Sébastien Schroeyens  
Name: Sébastien Schroeyens  
Title: Director

By: Ive Cryns  
Name: Ive Cryns  
Title: Director