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www.gov.uk/companieshouse

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

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

X What this form is NOT for
You may not use this form to register a charge where there is no instrument. Use form MB08.

For further information, please refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If 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.**



A82RL5BE

A24 05/04/2019 #158

COMPANIES HOUSE

For official use

1

Company details

Company number	0	2	2	1	4	2	2	4
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Company name in full	Mitsubishi Corporation International (Europe) PLC
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2

→ **Filling 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	d ₁	d ₉	m ₀	m ₃	y ₂	y ₀	y ₁	y ₉
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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	SG Americas Securities, LLC
------	-----------------------------

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

4

Brief description

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.

Brief description

Not applicable

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".

Please limit the description to the available space.

5

Other charge or fixed security

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.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

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.

☐ Yes

☒ No

8

Trustee statement ①

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.

☐

① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X Mayer Brown International X
LLP

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 Daniela Dennaahy

Company name Mayer Brown International LLP

Address 201 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 A F

Country

DX DX 556 London and City

Telephone 020 3130 3000



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2214224

Charge code: 0221 4224 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th March 2019 and created by MITSUBISHI CORPORATION INTERNATIONAL (EUROPE) PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2019.

Dx

Given at Companies House, Cardiff on 12th April 2019



Companies House



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

THIS SECURITY DOCUMENT is made on

19th March 2019.

BETWEEN

- (1) SG Americas Securities, LLC ("SGAS"); and
- (2) MITSUBISHI CORPORATION INTERNATIONAL (EUROPE) PLC (Company number: 02214224) ("Customer")

WHEREAS:

- (A) SGAS has established the Account for and provided certain Services to Customer in connection with Transactions.
- (B) In consideration for the continued maintenance of the Account and provision of Services by SGAS, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SGAS and Customer have agreed to enter into this Security Document.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Security Document:

The "**Account**" means any account or accounts which SG will open and maintain, or has opened and maintained, for the Customer pursuant to the Agreement.

"**Agreement**" means the Futures Account Agreement dated May 24, 2009 between SGAS and Customer, together with any and all amendments, annexes, schedules, appendices, addendums or exhibits attached thereto.

"**Applicable Regulations**" means, collectively, all applicable laws, regulations, rules, orders, constitutions, by-laws, interpretations, customs and usages of the applicable markets, exchanges, execution facilities, clearing organizations, regulatory and self-regulatory organizations.

"**Cleared Derivative Transactions**" means all swaps, forwards, options or similar transactions that are (i) entered into by Customer in the over-the-counter market, or (ii) executed or traded by Customer on or subject to the rules or protocols of any multilateral or other trading facility, system or platform, including any communication network or auction facility, permitted under Applicable Regulations or any designated contract market, and, in the case of either (i) or (ii), subsequently submitted to and accepted for clearing at a clearing organization, including but not limited to, a derivatives clearing organization registered as such under the Commodity Exchange Act and carried in the Account; provided, however, that "**Cleared Derivatives Transactions**" shall not include

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Signed Mayer Brown
Mayer Brown International LLP

Date 4 April 2019

futures contracts and options on futures contracts executed on or subject to the rules of a U.S. designated contract market subject to regulation by the Commodity Futures Trading Commission (including derivatives transactions entered into over-the-counter and cleared as futures or options on futures contracts) or on a foreign board of trade subject to regulation in its home jurisdiction.

"Transactions" means transactions for the purchase and sale of commodity interests, including commodities, spot and forward contracts, commodity futures contracts, options on commodity futures contracts, security futures contracts, options on security futures contracts, foreign exchange contracts, swaps, security-based swaps, over-the-counter transactions executed through an exchange or other execution facility or cleared through a clearing organization, transactions in other financial instruments (including securities), Cleared Derivatives Transactions, and transactions involving the exchange of futures in connection with cash commodities, swaps, options or other financial or physical instruments.

2. Security Interest

- 2.1 Customer hereby grants to SGAS and its affiliates a first lien upon and a security interest in all Non-Financial Collateral now or hereafter held or controlled by or through SGAS or any of its affiliates or which is in transit to or from or allocated to or is otherwise in the custody of SGAS or any of its affiliates or which is carried in Customer's accounts with SGAS or any of its affiliates as security for the payment and performance of all obligations of Customer to SGAS or any of its affiliates. "Non-Financial Collateral" shall include any and all Transactions, property, warehouse and other receipts, securities, options on securities, security entitlements, futures, options on futures (including, but not limited to, exchange for physicals, exchange for swaps, options and other financial or physical instruments) commodity contracts, security futures and options, swaps, security based swaps, foreign exchange contracts or other financial assets or instruments (including over-the-counter contracts), and the proceeds of all of the foregoing, but, in each case, only to the extent that they do not constitute "financial collateral" (within the meaning of the UK Financial Collateral Arrangements (No. 2) Regulations 2003, as amended from time to time).
- 2.2 Nothing contained in this Security Document affects any provision of the Agreement, all of which remain in full force and effect.


3. Miscellaneous; Client Representations and Warranties

- 3.1 SGAS may amend this Security Document at any time by notifying Customer in writing, but failure to give such notice shall not delay the amendment being made effective. No provision of this Security Document shall be waived, altered, modified or amended unless agreed in writing by SGAS.
- 3.2 Nothing in this Security Document, express or implied, is intended to confer any rights on any third party and no individual or entity who is not a party to this Security Document shall have any rights under this Security Document.

- 3.3 If any provision of this Security Document becomes invalid, illegal or unenforceable or at any time becomes inconsistent with Applicable Regulations, such inconsistent, illegal, invalid or unenforceable provision shall be superseded or modified to conform to relevant law, rule or regulation, but in all other respects this Security Document shall continue in full force and effect.
- 3.4 Customer represents and warrants as follows: (i) Customer has full right, power, capacity and authority to enter into this Security Document and to perform its obligations pursuant to this Security Document including granting the security interest in Non-Financial Collateral, and that each person executing this Security Document, and giving instructions or orders on behalf of Customer, is authorized to do so; and (ii) this Security Document and the obligations hereunder are legal, valid and binding on Customer and enforceable against Customer in accordance with its terms.
4. **Governing Law, Jurisdiction and Waiver of Jury Trial**
- 4.1 THIS SECURITY DOCUMENT IS GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.
- 4.2 Customer agrees to the exclusive jurisdiction and hereby consents to the jurisdiction of, any state or federal court located within the Borough of Manhattan in New York City in connection with all legal proceedings arising directly, indirectly or otherwise in connection with this Security Document. Customer hereby waives all objections Customer may have to such jurisdiction and venue. Customer also agrees that any service of process mailed to Customer at any address specified to SGAS shall be deemed a proper service. Customer waives any right to trial by jury in any judicial proceeding brought by Customer or SGAS. Customer agrees to commence any litigation related to a dispute within the earlier of one year from the date that such dispute arises or the shortest applicable statute of limitations under Applicable Regulations.
- 4.3 Each of Customer and SGAS, to the fullest extent permitted by Applicable Regulation, irrevocably waives with respect to itself and its revenues and assets (irrespective of their use or intended use) all immunity on the grounds of sovereignty or similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance, or recovery of property, (iv) attachment of its assets (whether before or after judgment), and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any actions or proceedings in such courts, and irrevocably agrees that it will not claim any such immunity in any such actions or proceedings.


IN WITNESS WHEREOF, Customer has executed this Security Document on the date indicated below.

MITSUBISHI CORPORATION INTERNATIONAL (EUROPE) PLC

By: 

Name: *Y. Takahashi*

Title: *General Manager, Living Essential Div*


By: 

Name: *T. Kawanaka*

Title: *Department Manager,
Perolekam Trading Department*

Accepted and Agreed:

SG Americas Securities, LLC

By: 

Name: *Baron O'Neil*

Title: *Director*

Customer Type of Organization: _____

Customer Jurisdiction of Organization: _____

Customer Registered Office or Legal Address: _____
