



**Registration of a Charge**

Company name: **TULLETT PREBON (SECURITIES) LIMITED**

Company number: **02670499**



X90KQXS3

Received for Electronic Filing: **11/03/2020**

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**Details of Charge**

Date of creation: **05/03/2020**

Charge code: **0267 0499 0013**

Persons entitled: **SG AMERICAS SECURITIES, LLC**

Brief description: **NOT APPLICABLE.**

**Contains fixed charge(s).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KAREN BRODY, COUNSEL SOCIETE GENERALE**



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

Company number: 2670499

Charge code: 0267 0499 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th March 2020 and created by TULLETT PREBON (SECURITIES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th March 2020 .

Given at Companies House, Cardiff on 12th March 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

THIS SECURITY DOCUMENT is made on MARCH 5, 2020

BETWEEN

- (1) SG AMERICAS SECURITIES, LLC ("SGAS"); and
- (2) TULLET PREBON (SECURITIES) LTD ("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 MAR 5 20 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 futures contracts and options on futures contracts executed on or subject to the rules of a

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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.

TULLET PIERSON (SECURITIES) LTD

By: \_\_\_\_\_

Name: *MARK ALLEN*

Title: *COO INSTITUTIONAL SERVICES*

Accepted and Agreed:

SG AMERICAS SECURITIES, LLC

By: \_\_\_\_\_

Name: *LAURENCE THOMPSON*

Title: *KYC TL*

Customer Type of Organization: \_\_\_\_\_

Customer Jurisdiction of Organization: \_\_\_\_\_

Customer Registered Office or Legal Address: \_\_\_\_\_