

MR01

Particulars of a charge

391971/23

laserform



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www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on



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 where the
instrument. Use form MR08.

TUESDAY



A07 *A83YUTC3* #145
23/04/2019
COMPANIES HOUSE

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.**

1

Company details

Company number

0 5 4 6 2 8 6 7

Company name in full

CITADEL SECURITIES (EUROPE) LIMITED

For official use

4

→ **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

d0 d5 m0 m4 y2 y0 y1 y9

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.

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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 *Mayor Bruma International* X
LP

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 Dennahy

Company name Mayer Brown International LLP

Address 201 Bishopsgate

Post town London

County/Region

Postcode EC2M3AF

Country

DX DX 556 London and City

Telephone 020 3130 3004

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5462867

Charge code: 0546 2867 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th April 2019 and created by CITADEL SECURITIES (EUROPE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd April 2019.

Given at Companies House, Cardiff on 30th April 2019



Companies House



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

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 International LLP

Mayer Brown International LLP

Date 12 April 2019

THIS SECURITY DOCUMENT is made on 5 April 2019

BETWEEN

- (1) SG Americas Securities, LLC; and
- (2) CITADEL SECURITIES (EUROPE) LIMITED (Company number: 05462867) ("Customer")

WHEREAS:

- (A) SG 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 SG, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SG 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 Appendix 1 - Terms of Business (Version February 2015) dated June 24, 2015 between SG and Customer (the "**Terms**") together with the Acceptance Letter dated June 24, 2015 and the accompanying documents as listed therein, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"**Applicable Regulations**" means all applicable laws, regulations, rules and interpretations, including but not limited to those of: (a) any exchange, execution facility or market, whether regulated or unregulated, or organization on or through which the relevant Transactions are executed or cleared respectively, or the Services are performed by SG or their agents, and (b) any government authority, regulatory or self-regulatory organization.

"**Cleared Derivative Transactions**" means all swaps, forwards, options or similar transactions that are (a) entered into by Customer in the over-the-counter market, or (b) 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 (a) or (b), 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 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.

"Financial Instruments" means any securities, futures, Cleared Derivatives Transactions, or any similar contract which is ancillary to securities, futures (including but not limited to exchange for physicals or exchange for swaps, or other financial or physical instruments), commodities, foreign exchange, over-the-counter contracts, swaps, security-based swaps, transactions, other financial instruments or similar arrangements, or options on any of the foregoing.

"Non-Financial Collateral" means, collectively (a) all property, Financial Instruments and other assets provided by or through or on behalf of the Customer which are now or hereafter held or controlled by or through any SG Company or which are in transit to or from or allocated to or are otherwise in the custody of any SG Company or which are carried in any of the Customer's accounts with any SG Company, (b) all proceeds, products or distributions 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).

"Services" means, collectively, the following services, which SG may, at its discretion, provide the Customer pursuant to the Agreement: (a) execution of Transactions; (b) clearing, carrying, transmission and settlement of Financial Instruments and their related financing; (c) facilitation of deliveries of or with respect to Financial Instruments; and (d) such other services as may be agreed between the parties from time to time.

"SG" means, SG Americas Securities, LLC.

"SG Companies" or "SG Company", as the context requires, means:

1. Société Générale S.A., a société anonyme organized and existing under the laws of the Republic of France;
2. SG Americas Securities, LLC, a limited liability company organized and existing under the laws of the State of Delaware;
3. Societe Generale International Limited, a company organized and existing under the laws of England and Wales;
4. any entity controlled by Société Générale S.A. with which the Customer opens one or more Accounts and executes an Acceptance Letter or otherwise seeks to conduct clearing and/or execution and/or prime brokerage business pursuant to the terms of the Customer Agreement (as defined in the Terms), (where,

"control" of any entity means (direct or indirect) ownership of a majority of the voting power of the entity); and

5. the successors or assigns of any company referred to in the foregoing clauses (1) through (4) above, (whether by way of consolidation, amalgamation, merger, transfer of assets or other corporate reorganization).

"Transactions" means Financial Instruments or other transactions, whether evidenced in writing or otherwise.

2. Security Interest

- 2.1 In any jurisdictions in which Applicable Regulations do not permit or recognize margin or other collateral held by a recipient pursuant to a transfer of title, the Customer hereby grants to SG a valid and continuing first-priority fixed security interest in, lien on and right of set-off against Non-Financial Collateral, now or hereafter held or controlled by or through each SG Company (including, without limitation, SG if applicable) located in any such jurisdiction or which is in transit to or from or allocated to or is otherwise in the custody of each SG Company located in any such jurisdiction as security for the payment and performance when due of each and every payment and delivery obligation under the Agreement and every other agreement with SG and any agreement between the Customer and any SG Company.

- 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 Any amendment to this Security Document shall be agreed between the parties in writing, unless such amendment is required by Applicable Regulation, in which case it shall be effective upon written notification by SG to the Customer. No provision of this Security Document shall in any respect be waived, altered, modified or amended unless agreed in writing by SG.
- 3.2 If any provision of this Security Document becomes invalid or illegal or at any time becomes inconsistent with Applicable Regulations, such inconsistent, invalid or illegal provision shall be superseded or modified to conform to Applicable Regulations, but in all other respects this Security Document shall continue and remain in full force and effect.
- 3.3 Customer represents and warrants (as of the date stated on this Security Document and as of the date of each Transaction) that (i) it is duly authorized and empowered to enter into and accept this Security Document (including, but not limited to the grant of a security interest in any Non-Financial Collateral deposited by it); and (ii) this Security Document and each obligation hereunder are binding upon the Customer and enforceable in accordance with its terms and conditions

4. Governing Law, Jurisdiction and Waiver of Jury Trial

- 4.1 This Security Document, and all disputes between Customer and SG, shall be subject to the laws of New York, without regard to the principles of choice of law.
- 4.2 In connection with the resolution of disputes between Customer and SG, Customer agrees to commence all actions in, and Customer agrees to the exclusive jurisdiction of, the state and Federal courts sitting in New York and the borough of Manhattan.
- 4.3 If applicable, the Customer waives to the fullest extent permitted by Applicable Regulations all immunity on the grounds of sovereignty otherwise.
- 4.4 Where permitted by Applicable Regulations, the Customer waives trial by jury in any judicial proceeding brought by it or SG involving, directly or indirectly, any matter in any way arising out of, or relating to, this Security Document.

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

Agreed and Accepted:

CITADEL SECURITIES (EUROPE) LIMITED

By: _____

Name:

Title:

STEVE ATKINSON
Director

SG Americas Securities, LLC

By: _____

Name: *Brian O'Leary*

Title: *Director*

MFH