



Registration of a Charge

Company Name: **JANE STREET EUROPE LIMITED**

Company Number: **05903707**



XD1UGGBG

Received for filing in Electronic Format on the: **26/04/2024**

Details of Charge

Date of creation: **24/04/2024**

Charge code: **0590 3707 0010**

Persons entitled: **COMPUTERSHARE TRUST COMPANY, N.A.**

Brief description:

Contains fixed charge(s).

Authentication of Form

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

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: **SKADDEN, ARPS, SLATE, MEAGHER & FLOM (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5903707

Charge code: 0590 3707 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th April 2024 and created by JANE STREET EUROPE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th April 2024 .

Given at Companies House, Cardiff on 30th April 2024

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**

REAFFIRMATION AGREEMENT

This REAFFIRMATION AGREEMENT (this “Agreement”), dated as of April 24, 2024, is made by and among JSGC HOLDING, LLC, a Delaware limited liability company (“JSGC”), JANE STREET GROUP, LLC, a Delaware limited liability company (“Jane Street”), each of the other entities identified on the signature pages hereto as a “Pledgor” (collectively with Jane Street, the “Pledgors”, and the Pledgors together with JSGC, collectively, the “Grantors”), and COMPUTERSHARE TRUST COMPANY, N.A., in its capacity as collateral agent for the benefit of the Secured Parties (as defined in the Pledge Agreement referred to below) and (in such capacity, together with its successors in such capacity, the “Notes Collateral Agent”).

WHEREAS, reference is made to that certain Indenture dated as of November 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), among Jane Street, as Issuer, JSG Finance, Inc., as Co-Issuer (and together with Jane Street, the “Issuers”), the Guarantors (as defined therein) from time to time party thereto, the Notes Collateral Agent and Computershare Trust Company, N.A., as Trustee; each capitalized term used but not defined herein shall have the meaning assigned thereto in the Indenture.

WHEREAS, as a condition to the obligations of the Initial Purchasers to purchase the Notes (as defined in the Indenture) under the Indenture, (i) each of the Pledgors and the Notes Collateral Agent previously entered into that certain Pledge Agreement, dated as of November 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge Agreement”), whereby each Pledgor pledged and granted to the Notes Collateral Agent a security interest in all of such Pledgor’s right, title and interest in, to and under the Pledged Collateral (as defined in the Pledge Agreement) (the “Pledgor Pledged Collateral”) and (ii) JSGC and the Notes Collateral Agent previously entered into that certain Collateral Agreement, dated as of November 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”, and together with the Pledge Agreement, each, a “Security Agreement”), whereby JSGC pledged and granted to the Notes Collateral Agent a security interest in all of JSGC’s right, title and interest in, to and under the Collateral (as defined in the Collateral Agreement) (the “JSGC Collateral”), in each case, as security for the payment or performance in full of the Secured Obligations (as defined in the Pledge Agreement).

WHEREAS, in accordance with Section 2.01 of the Indenture, the Issuers are issuing \$1,400,000,000 aggregate principal amount of Senior Secured Notes due 2031 (the “Additional Notes”); and in connection therewith, the Grantors, the Co-Issuer and the Notes Collateral Agent are entering into that certain Officer’s Certificate (as defined in the Indenture) establishing the terms of the Additional Notes establishing the terms.

WHEREAS, the Grantors and the Notes Collateral Agent are entering into this Agreement in order to confirm the inclusion of the holders of the Additional Notes as Secured Parties and the Additional Notes as Secured Obligations in accordance with the terms hereof and the terms of each Security Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Each Grantor hereby confirms its respective pledges, grants of security interests and other obligations, as applicable, under and subject to the terms of each Security Agreement to which it is a party and agrees that such pledges, grants of security interests and other obligations, and the terms of each Security Agreement to which it is a party, are not impaired or adversely affected in any manner whatsoever and shall continue to be in full force and effect and the Additional Notes and the holders thereof shall be entitled to all of the benefits of such Security Agreements.

Section 2. In furtherance of the foregoing:

2.01 Each Pledgor does hereby (i) reaffirm its grant of security interest in the Pledgor Pledged Collateral pursuant to the Pledge Agreement and (ii) pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties (as defined in the Pledge Agreement), including, in any event, the holders of the Additional Notes, as security for the payment or performance, as the case may be, in full of the Secured Obligations (as defined in the Pledge Agreement), including, in any event, the Additional Notes, a continuing security interest in all of such Pledgor's right, title and interest in, to and under the Pledgor Pledged Collateral, including, in any event, the Equity Interests (as such term is defined in the Pledge Agreement) issued by each entity under the heading "Issuer" on Schedule I hereto listed opposite the name of such Pledgor on Schedule I hereto. Each Pledgor hereby irrevocably authorizes (without implying any obligation on the part of the Notes Collateral Agent) the Notes Collateral Agent for the benefit of the Secured Parties (as defined in the Pledge Agreement), at any time and from time to time to file in any relevant jurisdiction any financing statements (including fixture filings) and continuation statements with respect to the Pledgor Pledged Collateral or any part thereof and amendments thereto that describe the collateral covered thereby in any manner that is necessary or advisable to ensure the perfection of the security interest in the Collateral granted under this Agreement, including in the manner set forth on Exhibit A to this Agreement.

2.02 JSGC does hereby (i) reaffirm its grant of security interest in the JSGC Collateral pursuant to the Collateral Agreement and (ii) pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties (as defined in the Pledge Agreement), including, in any event, the holders of the Additional Notes, as security for the payment or performance, as the case may be, in full of the Secured Obligations (as defined in the Pledge Agreement), including, in any event, the Additional Notes, a continuing security interest in all of JSGC's right, title and interest in, to and under the JSGC Collateral. JSGC hereby irrevocably authorizes (without implying any obligation on the part of the Notes Collateral Agent) the Notes Collateral Agent for the benefit of the Secured Parties (as defined in the Pledge Agreement), at any time and from time to time to file in any relevant jurisdiction any financing statements (including fixture filings) and continuation statements with respect to the JSGC Collateral or any part thereof and amendments thereto that describe the collateral covered thereby in any manner that is necessary or advisable to ensure the perfection of the security interest in the Collateral granted under this Agreement including indicating the Collateral as "all assets, whether now owned or hereafter acquired" of JSGC or words of similar effect.

2.03 For the avoidance of doubt, the security interests granted herein are duplicative of the security interest granted in the Pledge Agreement and the Collateral Agreement, do not affect the validity, scope or existence of the security interest created pursuant to the Pledge Agreement or the security interest created pursuant to the Collateral Agreement and shall not be junior to the lien granted pursuant to the Pledge Agreement or the lien granted pursuant to the Collateral Agreement or any accession agreement with respect to the Intercreditor Agreement, and the Indenture Obligations (as such term is defined in the Indenture) shall be secured on a pari passu basis with the other First Lien Obligations (as such term is defined in the Intercreditor Agreement). The Company hereby represents that, without limiting the foregoing authorization and grant, after giving effect to this Agreement, the execution, delivery, performance or effectiveness of this Agreement does not require that any new filings be made or other action taken to continue the effectiveness of the security interest, pledge and grant created pursuant to the Pledge Agreement or security interest, pledge and grant created pursuant to the Collateral Agreement to perfect or to maintain the perfection of the liens of the Collateral Agent for the benefit of the Secured Parties (as such term is defined in the Pledge Agreement, including without limitation, as amended by this Agreement), including the holders of the Indenture Obligations (as defined in the Indenture) under Pledge Agreement or the Collateral Agreement. The security interests granted herein shall be governed by the terms, covenants and conditions set forth in the Pledge Agreement and the Collateral Agreement, as applicable.

Section 3. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall be deemed to constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Notes Collateral Agent and a counterpart hereof shall have been executed on behalf of the Notes Collateral Agent, and thereafter shall be binding upon each Grantor and the Notes Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of each Grantor, the Notes Collateral Agent and the other Secured Parties (as defined in the Pledge Agreement) and their respective successors and assigns, except that the Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Agreement and the Indenture. This Agreement shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall

be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

Section 4. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

Section 5. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Notes Collateral Agent or any Secured Party may otherwise have to bring any action or proceeding relating to this Agreement against the Grantor or its respective properties in the courts of any jurisdiction.

Section 6. Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in Section 5 hereof. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 7. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 13.02 of the Indenture. Nothing in the Indenture Documents will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 8. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER INDENTURE DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.

Section 9. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.


Section 10. Notwithstanding anything herein to the contrary, the Notes Collateral Agent shall be afforded all of the rights, powers, privileges, protections, benefits, immunities and indemnities of the Notes Collateral Agent set forth in the Indenture as if such rights, powers, privileges, protections, benefits, immunities and indemnities were specifically set forth herein. Each Grantor hereby acknowledges the appointment of the Notes Collateral Agent pursuant to the Indenture. The rights, privileges, protections, benefits and immunities given to the Notes Collateral Agent, including its right to be indemnified, are extended to, and shall be enforceable by, the Notes Collateral Agent, and each agent, custodian and other persons employed by the Notes Collateral Agent in accordance herewith to act hereunder.

[This space intentionally left blank; signature page immediately follows.]


IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed as of the date first written above.

GRANTORS:


JANE STREET GROUP, LLC, as a Pledgor

By: 
Name: James Dieterich
Title: Managing Director


JSG FINANCE, INC., as a Pledgor

By: 
Name: James Dieterich
Title: Director

JANE STREET GLOBAL TRADING, LLC, as a
Pledgor

By: 
Name: James Dieterich
Title: Authorized Signatory


JSGC LIMITED, as a Pledgor

By: 
Name: James Dieterich
Title: Authorized Signatory

JANE STREET ASIA LIMITED, as a Pledgor

By: 
Name: Jeffrey Delaney Nanney
Title: Director

JANE STREET ASIA TRADING LIMITED, as a
Pledgor

By: 
Name: Jeffrey Delaney Nanney
Title: Director


For and on behalf of JANE STREET EUROPE
LIMITED, as a Pledgor

By: 
Name: John Mackenzie
Title: Director

For and on behalf of JANE STREET
INTERNATIONAL TRADING LTD, as a Pledgor

By: 
Name: John Mackenzie
Title: Director

JANE STREET ASIA CAPITAL LTD, as a Pledgor

By: 
Name: William Simpson
Title: Director

JSGC HOLDING, LLC, as a Grantor

By: 

Name: James Dieterich

Title: Managing Director

JANE STREET ENERGY TRADING, LLC, as a
Pledgor

By: 

Name: James Dieterich

Title: Authorized Signatory

JSCT HOLDINGS, LLC, as a Pledgor

By: 

Name: James Dieterich

Title: Authorized Signatory

JSCT, LLC, as a Pledgor

By: 

Name: James Dieterich

Title: Authorized Signatory

Acknowledged and agreed:

COMPUTERSHARE TRUST COMPANY,
N.A., as Notes Collateral Agent

By: 

Name:

Title:

Scott Little
Vice President

[REAFFIRMATION AGREEMENT]

Schedule I
Pledged Equity Interests

Record Owner	Issuer	Number of Certificate	No. Shares/Interest	Percent Pledged
Jane Street Group, LLC	Jane Street Capital, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	Jane Street Energy Trading, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JS Data Center, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JSES Holding, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JSPE Limited	N/A	One Ordinary Share	100%
Jane Street Europe Limited	JSI Investments Private Limited	1	3,729,999 Ordinary Shares	100%
		3	7,500,000 Ordinary Shares	
		4	60,000,000 Ordinary Shares	
		5	41,270,000 Ordinary Shares	
		6	42,500,000 Ordinary Shares	
		7	102,000,000 Ordinary Shares	
Jane Street Group, LLC	Jane Street Execution Services, LLC	N/A	Membership Interests	99%
Jane Street Group, LLC	Jane Street Global Trading, LLC	N/A	Membership Interests	100%

Record Owner	Issuer	Number of Certificate	No. Shares/Interest	Percent Pledged
Jane Street Group, LLC	JSOH, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JSGC Holding, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	Jane Street Asset Management, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JSCT Holdings, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	Jane Street Financial Limited	4	22,000,000 Ordinary Shares	100%
		5	5,000,000 Ordinary Shares	
		6	25,000,000 Ordinary Shares	
Jane Street Group, LLC	Jane Street Europe Limited	9	238,000,000 Ordinary Shares	100%
		10	2,846,446 Ordinary Shares	
Jane Street Group, LLC	Jane Street International Trading Ltd	14	1,000,000 Ordinary Shares	100%
Jane Street Group, LLC	Jane Street Netherlands B.V.	N/A ¹	43,000,001 Ordinary Shares	100%
Jane Street Group, LLC	Jane Street Asia Limited	11	2,079,550,000 Ordinary Shares	100%
		12	1,564,000,000 Ordinary Shares	

¹ Stock certificate not to be delivered to Notes Collateral Agent as Jane Street Netherlands B.V. is an Immaterial Subsidiary.

Record Owner	Issuer	Number of Certificate	No. Shares/Interest	Percent Pledged
Jane Street Group, LLC	Jane Street Asia Capital Ltd	N/A	1,000,000 Ordinary Shares	100%
Jane Street Group, LLC	Jane Street Australia Pty Ltd.	1 ²	1 Ordinary Share	100%
		2 ³	1,000,000 Ordinary Shares	
Jane Street Group, LLC	Jane Street South Africa Proprietary Limited	N/A ⁴	1,000 Ordinary Shares	100%
JSCT Holdings, LLC	Jane Street Korea, LLC	N/A	1,050,000 Units	100%
Jane Street Asia Limited	Jane Street Asia Trading Limited	1	One Ordinary Share	100%
		2	1,499,999 Ordinary Shares	
		3	50,000,000 Ordinary Shares	
		4	1,564,000,000 Ordinary Shares	
JSCT Holdings, LLC	JSCT Cayman	N/A	100 ordinary Shares	100%
JSCT Holdings, LLC	JSCT, LLC	N/A	Membership Interests	100%
JSCT Holdings,	JSCT Japan GK	N/A	Ordinary Shares	100%

² Stock certificate not to be delivered to Notes Collateral Agent as Jane Street Australia Pty Ltd. is an Immaterial Subsidiary.

³ Stock certificate not to be delivered to Notes Collateral Agent as Jane Street Australia Pty Ltd. is an Immaterial Subsidiary.

⁴ Stock certificates not to be delivered to Notes Collateral Agent as Jane Street South Africa Proprietary Limited is an Immaterial Subsidiary.

Record Owner	Issuer	Number of Certificate	No. Shares/Interest	Percent Pledged
LLC				
JSCT Holdings, LLC	JSCT Hong Kong Limited	1	One Ordinary Share	100%
		2	78,441,000 Ordinary Shares	
		3	78,433,000 Ordinary Shares	
JSCT Holdings, LLC	JSCT Europe Limited	1	1 Ordinary Share	100%
		2	999 Ordinary Shares	
		4	1,000 Ordinary Shares	
Jane Street Group, LLC	JSG Finance, Inc.	1	100 Common Stock	100%
Jane Street Group, LLC	Jane Street Mortgage Trading, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JS Investment Fund III, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	Jane Street Derivatives Dealer, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	Jane Street Energy Operations, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JSCO Holdings, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JSCM Holdings, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	Jane Street Energy Marketing, LLC	N/A	Membership Interests	100%

Record Owner	Issuer	Number of Certificate	No. Shares/Interest	Percent Pledged
JSGC Holding, LLC	JSGC Limited	N/A	One Ordinary share	100%
Jane Street Group, LLC	Jane Street Singapore Pte Limited	3	999,999 Ordinary Shares	100%
		5	2,000,000 Ordinary Shares	
		6	1,000,001 Ordinary Shares	
		7	400,000,000 Ordinary Shares	

Exhibit A

Annex A to the Financing Statement

See attached.

Annex A
To UCC Financing Statement

Debtor: [Debtor name]¹
[Debtor address]

Secured Party: Computershare Trust Company, N.A.
1505 Energy Park Drive
St. Paul, MN 55108
United States

This financing statement covers all of Debtor's right, title and interest in, to and under (a)(i) the shares of capital stock, membership interests and other Equity Interests issued by each Wholly Owned Restricted Subsidiary owned by the Debtor, including, in any event, the Equity Interests issued by each entity under the heading "Issuer" on Schedule I hereto listed opposite the name of the Debtor on Schedule I hereto, (ii) any other Equity Interests of any Wholly Owned Restricted Subsidiary obtained in the future by the Debtor and (iii) the certificates or other instruments representing all such Equity Interests (if any) together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank; (b) all other property that may be delivered to and held by the Notes Collateral Agent (or, so long as the First Lien Intercreditor Agreement is outstanding, the Applicable Collateral Agent (as defined in the First Lien Intercreditor Agreement) on behalf of the Notes Collateral Agent in compliance with the First Lien Intercreditor Agreement); (c) all payments of principal or interest, dividends, warrants, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of and all other Proceeds received in respect of, the securities and other property referred to in clauses (a) and (b) above; (d) all rights and privileges of the Debtor with respect to the securities and other property referred to in clauses (a), (b) and (c) above; and (e) all Proceeds of any of the foregoing to the extent such Proceeds would constitute property referred to in clauses (a) through (d) above.

The following terms shall have the following meanings for purposes of this Annex A:

"Notes Collateral Agent" means Computershare Trust Company, N.A., as collateral agent, including any successor thereto.

"Issuer" means Jane Street Group, LLC and any successor thereof.

"Closing Date" means November 9, 2021.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

¹ To be updated for each Debtor.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person.

“First Lien Intercreditor Agreement” means the First-Lien Intercreditor Agreement, dated as of November 9, 2021, among the Issuer, the other grantors party thereto, Morgan Stanley Senior Funding, Inc., as credit agreement collateral agent for the credit agreement secured parties, Morgan Stanley Senior Funding, Inc., as the administrative agent for the credit agreement secured parties, Computershare Trust Company, N.A., as the initial additional first-lien collateral agent, Computershare Trust Company, N.A., as the initial additional authorized representative and each additional authorized representative and collateral agent party thereto from time to time (as amended, restated, amended and restated, refinanced, supplemented or otherwise modified from time to time).

“Governmental Authority” means the government of the United States of America or any other nation, or any political subdivision thereof, whether state or local, and any agency, authority, self-regulatory organization (including FINRA and any comparable foreign equivalent thereof), instrumentality, regulatory body or any subdivision thereof (including the SEC and any comparable foreign equivalent thereof), court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Indenture” means the Indenture, dated as of November 9, 2021, among the Issuer, the guarantors party thereto, Computershare Trust Company, N.A., as trustee, and the Notes Collateral Agent (as amended, restated, amended and restated, refinanced, supplemented or otherwise modified from time to time).

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Person” means any natural person, corporation, business trust, joint venture, trust, association, company (whether limited in liability or otherwise), partnership (whether limited in liability or otherwise) or Governmental Authority, or any other entity, in any case, whether acting in a personal, fiduciary or other capacity.

“Pledge Agreement” means the Pledge Agreement dated as of November 9, 2021 among Issuer, each other party thereto and the Notes Collateral Agent, as may be supplemented, amended, restated, amended and restated or otherwise modified from time to time.

“Regulatory Supervising Organization” means any of (a) the SEC, (b) the Financial Industry Regulatory Authority, (c) the Commodity Futures Trading Commission, (d) the U.K. Financial Services Authority, (e) the Hong Kong Securities and Futures Commission and (f) any other U.S. or foreign governmental or self-regulatory organization, exchange, clearing house or financial regulatory authority of which any Subsidiary is a member or to whose rules it is subject.

“Requirements of Law” means, with respect to any Person, any statutes, laws (common, statutory or otherwise), treaties, rules, regulations (including any official interpretations thereof), orders, decrees, writs, injunctions or determinations of any arbitrator or court or other Governmental Authority or Regulatory Supervising Organization, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Restricted Subsidiary” means any Subsidiary other than an Unrestricted Subsidiary.

“SEC” means the Securities and Exchange Commission, or any successor agency thereto.

“subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held by the parent and one or more subsidiaries of the parent, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Subsidiary” means, unless otherwise specified, any subsidiary of the Issuer.

“Unrestricted Subsidiary” means any Subsidiary designated by the Issuer as an Unrestricted Subsidiary pursuant to the Indenture.

“Wholly Owned Restricted Subsidiary” means any Restricted Subsidiary that is a Wholly Owned Subsidiary.

“Wholly Owned Subsidiary” means, with respect to any Person at any date, a subsidiary of such Person of which securities or other ownership interests representing 100% of the Equity Interests (other than (a) directors’ qualifying shares and (b) nominal shares issued to foreign nationals pursuant to applicable Requirements of Law) are, as of such date, owned, controlled or held by such Person or one or more Wholly Owned Subsidiaries of such Person or by such Person and one or more Wholly Owned Subsidiaries of such Person.

The term “Proceeds” shall have the meaning specified in Article 9 of the New York UCC.

Schedule I

To Annex A to UCC Financing Statement

Grantor	Issuer	Number of Certificate	Number and Class of Equity Interests	Percentage of Equity Interests Pledged
Jane Street Group, LLC	Jane Street Capital, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	Jane Street Energy Trading, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JS Data Center, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JSES Holding, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JSPE Limited	N/A	One Ordinary Share	100%
Jane Street Europe Limited	JSI Investments Private Limited	1	3,729,999 Ordinary Shares	100%
		3	7,500,000 Ordinary Shares	
		4	60,000,000 Ordinary Shares	
		5	41,270,000 Ordinary Shares	
		6	42,500,000 Ordinary Shares	
		7	102,000,000 Ordinary Shares	
Jane Street Group, LLC	Jane Street Execution Services, LLC	N/A	Membership Interests	99%
Jane Street Group, LLC	Jane Street Global Trading, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JSOH, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JSGC Holding, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	Jane Street Asset Management, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JSCT Holdings, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	Jane Street Financial Limited	4	22,000,000 Ordinary Shares	100%
		5	5,000,000 Ordinary Shares	

Grantor	Issuer	Number of Certificate	Number and Class of Equity Interests	Percentage of Equity Interests Pledged
		6	25,000,000 Ordinary Shares	
Jane Street Group, LLC	Jane Street Europe Limited	9	238,000,000 Ordinary Shares	100%
		10	2,846,446 Ordinary Shares	
Jane Street Group, LLC	Jane Street International Trading Ltd	14	1,000,000 Ordinary Shares	100%
Jane Street Group, LLC	Jane Street Netherlands B.V.	N/A ³	43,000,001 Ordinary Shares	100%
Jane Street Group, LLC	Jane Street Asia Limited	11	2,079,550,000 Ordinary Shares	100%
		12	1,564,000,000 Ordinary Shares	
Jane Street Group, LLC	Jane Street Asia Capital Ltd	N/A	1,000,000 Ordinary Shares	100%
Jane Street Group, LLC	Jane Street Australia Pty Ltd.	1 ⁴	1 Ordinary Share	100%
		2 ⁵	1,000,000 Ordinary Shares	
Jane Street Group, LLC	Jane Street South Africa Proprietary Limited	N/A ⁶	1,000 Ordinary Shares	100%
JSCT Holdings, LLC	Jane Street Korea, LLC	N/A	1,050,000 Units	100%
Jane Street Asia Limited	Jane Street Asia Trading Limited	1	One Ordinary Share	100%
		2	1,499,999 Ordinary Shares	
		3	50,000,000 Ordinary Shares	
		4	1,564,000,000 Ordinary Shares	
JSCT Holdings, LLC	JSCT Cayman	N/A	100 ordinary Shares	100%

³ Stock certificate not to be delivered to Notes Collateral Agent as Jane Street Netherlands B.V. is an Immaterial Subsidiary.

⁴ Stock certificate not to be delivered to Notes Collateral Agent as Jane Street Australia Pty Ltd. is an Immaterial Subsidiary.

⁵ Stock certificate not to be delivered to Notes Collateral Agent as Jane Street Australia Pty Ltd. is an Immaterial Subsidiary.

⁶ Stock certificates not to be delivered to Notes Collateral Agent as Jane Street South Africa Proprietary Limited is an Immaterial Subsidiary.

Grantor	Issuer	Number of Certificate	Number and Class of Equity Interests	Percentage of Equity Interests Pledged
JSCT Holdings, LLC	JSCT, LLC	N/A	Membership Interests	100%
JSCT Holdings, LLC	JSCT Japan GK	N/A	Ordinary Shares	100%
JSCT Holdings, LLC	JSCT Hong Kong Limited	1	One Ordinary Share	100%
		2	78,441,000 Ordinary Shares	
		3	78,433,000 Ordinary Shares	
JSCT Holdings, LLC	JSCT Europe Limited	1	1 Ordinary Share	100%
		2	999 Ordinary Shares	
		4	1,000 Ordinary Shares	
Jane Street Group, LLC	JSG Finance, Inc.	1	100 Common Stock	100%
Jane Street Group, LLC	Jane Street Mortgage Trading, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JS Investment Fund III, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	Jane Street Derivatives Dealer, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	Jane Street Energy Operations, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JSCO Holdings, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	JSCM Holdings, LLC	N/A	Membership Interests	100%
Jane Street Group, LLC	Jane Street Energy Marketing, LLC	N/A	Membership Interests	100%
JSGC Holding, LLC	JSGC Limited	N/A	One Ordinary share	100%
Jane Street Group, LLC	Jane Street Singapore Pte Limited	3	999,999 Ordinary Shares	100%
		5	2,000,000 Ordinary Shares	
		6	1,000,001 Ordinary Shares	
		7	400,000,000 Ordinary Shares	

