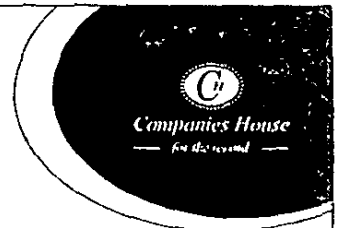


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100202/13

Particulars of a mortgage or charge

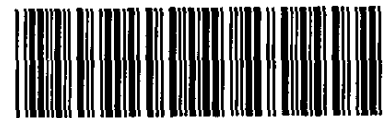


A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NO**
You cannot use this form
particulars of a charge
company To do this, ple
form MG01s

THURSDAY



LD4 05/05/2011 45
COMPANIES HOUSE

1 Company details

Company number 0 5 9 7 6 0 1 5

Company name in full JUMP TRADING INTERNATIONAL LIMITED (the "Mortgagor")

For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 2 0 1 1 0 4 2 0 1 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A SECURITY DEED (the "Deed") dated 20 April 2011 and made between (i) the Mortgagor, (ii)
ABN AMRO Clearing Sydney PTY LTD (the "Mortgagee") and (iii) ABN AMRO Clearing Sydney
Nominees PTY LTD (the "Nominee")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured The Secured Liabilities

DEFINITIONS

"Ancillary Agreement" means any agreement or arrangement entered
into by a Beneficiary in connection with the transactions and matters
contemplated by the Standard Client Agreement and includes any
document designated by the Mortgagor and the Mortgagee as an
Ancillary Agreement

"Beneficiary" means

- (a) the Mortgagee,
- (b) any other person which the Mortgagee designates is to be a
Beneficiary for the purposes of the Deed, or
- (c) any successor, substitute or assign of any of the above

Cont'd

Continuation page
Please use a continuation page if
you need to enter more details

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Cont'd</p> <p>"Guarantee" means an obligation or offer to provide funds (including by subscription or purchase) or otherwise be responsible in respect of an obligation or indebtedness, or the financial condition or insolvency, of another person. It includes a guarantee, indemnity, letter of credit or legally binding letter of comfort, or an obligation or offer to purchase an obligation or indebtedness of another person.</p> <p>"Liquidation" includes receivership or other appointment of a controller, deregistration, compromise, deed of arrangement, amalgamation, administration, reconstruction, winding up, dissolution, assignment for the benefit of creditors, arrangement or compromise with creditors, death or bankruptcy.</p> <p>"Secured Liabilities" means the payment and performance of all obligations, indebtedness or liabilities of the Mortgagor (whether alone or not) to or for the account of a Beneficiary (whether alone or not) for any reason whatever under or in connection with the Standard Client Agreement and any Ancillary Agreement, the transactions and matters contemplated by the Standard Client Agreement or any Ancillary Agreement or the Deed, whether present or future, actual or contingent and whether (in the case of payment obligations and indebtedness) denominated or payable in Australian Dollars or any other currency.</p> <p>It includes money by way of principal, interest, fees, costs, indemnity, Guarantee, charges, duties or expenses, or payment of liquidated or unliquidated damages under or in connection with the Standard Client Agreement and any Ancillary Agreement, the transactions and matters contemplated by the Standard Client Agreement or any Ancillary Agreement or the Deed, or as a result of a breach of or default under or in connection with, the Deed, the Standard Client Agreement or any Ancillary Document.</p> <p>It also includes money that the Mortgagor would have been liable to pay but for its Liquidation, or some other reason."</p> <p>"Standard Client Agreement" means the standard client agreement(s) between the Mortgagor and the Mortgagee to be entered into after the date of the Deed.</p>	

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if
you need to enter more details

Name ABN AMRO CLEARING SYDNEY PTY LTD

Address LEVEL 8, 50 BRIDGE STREET, SYDNEY, NEW SOUTH WALES

Postcode

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if
you need to enter more details

Short particulars

(A) With effect from the Charging Date, the Mortgagor has, by way of an equitable fixed charge, charged to the Mortgagee (for itself and as trustee for the Beneficiaries) all its assets and undertaking held on the Charging Date or acquired after the Charging Date, where they are held in connection with the Standard Client Agreement and the transactions and matters contemplated by the Standard Client Agreement, and whether held

(i) by the Mortgagee, the Nominee or any other Beneficiary for the benefit of the Mortgagor, or

(ii) directly by the Mortgagor,

including without limitation, any rights in respect of Marketable Securities, bank accounts or cash and any rights under warrants or exchange-traded or over-the-counter derivatives contracts including swaps, options, forwards, futures or similar financial products or transactions

(B) With effect from the Charging Date, the Mortgagor has, by way of a featherweight floating charge, charged to the Mortgagee (for itself and as trustee for the Beneficiaries) all its assets and undertaking held on the Charging Date or acquired after the Charging Date to the extent they are not charged by the Mortgagor to the Mortgagee under paragraph (A)

(C) Nothing in the Deed, including, without limitation, paragraphs (A) and (B), created any charge, mortgage or other Security Interest over any asset or undertaking of the Mortgagor on the date of execution of the Deed. Without limitation, each security created under paragraphs (A) and (B) only took effect from the Charging Date and only took effect over assets and undertaking held on the Charging Date or acquired after the Charging Date. The Mortgagor was free to dispose of its assets and undertaking prior to the Charging Date

(D) The charges created under paragraphs (A) and (B) did not charge any land acquired by the Mortgagor during the period commencing on the date of execution of the Deed and ending on the date being 12 months after the date of the Deed

Cont'd

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Cont'd

(E) Prospective liability

(i) Subject to paragraph (F) of these short particulars, for the purpose of the Australian Corporations Act 2001 the maximum prospective liability secured by the Deed is Australian Dollars \$100,000,000 00

(ii) In addition to sub-paragraph (i), above, the Deed also secures a prospective liability of an unspecified amount, being all other money which may become due or owing or payable to any Beneficiary under the Deed and, except for the purposes of s 282(3) of the Australian Corporations Act 2001, the Deed is not in any way limited to the amount in sub-paragraph (i), above

(iii) The nature of the prospective liability is advances, interest, fees, costs, indemnities and other amounts included in the definition of Secured Liabilities

(F) Increase in prospective liability

From time to time, the Mortgagee may lodge a notice under s 268(2) of the Australian Corporations Act 2001 on behalf of the Mortgagor specifying an increase in the maximum prospective liability secured by the Deed

(G) Limit

Despite any other provision of the Deed and the amount recoverable under the security created by the Deed, and referred to in paragraph (B) of these short particulars, is limited to the last Australian Dollars \$100,000 of the Secured Liabilities owing This limit does not in any way limit the total amount recoverable under the security created by the Deed

(H) Negative pledge

Except with the prior written consent of the Mortgagee or as expressly permitted in the Deed or the Standard Client Agreement, the Mortgagor shall not

(i) create or allow to exist any Security Interest over any Mortgaged Property, or

(ii) in any other way

(a) dispose of,

(b) create or allow any interest in, or

(c) part with possession of,

any Mortgaged Property, except subject to the Standard Client Agreement and the Deed, any disposal of or dealing with any Featherweight Charged Property

Cont'd

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Cont'd

DEFINITIONS

"Charging Date" means the date which is one week after the date of execution of the Deed

"Featherweight Charged Property" means all of the assets and undertaking of the Mortgagor charged under Clause 2 1(b) of the Deed as described in paragraph (B) of these short particulars

"Marketable Security" has the meaning given to securities in s 92(3) of the Australian Corporations Act 2001 but also includes

(a) an undertaking referred to in the exceptions in paragraph (a), (b) and (d) of the definition of debenture in the Australian Corporations Act 2001,

(b) a unit or other interest in a trust or partnership,

(c) a negotiable instrument, and

(d) a right or option in respect of a Marketable Security, whether issued or unissued, including any of the above

"Mortgaged Property" means the property charged under the Deed, but does not include the Featherweight Charged Property unless and until the floating charge has crystallised in accordance with the terms of the Deed

"Security Interest" includes any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind It includes

(a) anything which gives a creditor priority to other creditors with respect to any asset, and

(b) retention of title other than in the ordinary course of day-to-day trading and a deposit of money by way of security

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

None

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X

ANDREW FRANKLIN

X

BARRY PARKER

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name IAN CLEMENTS

Company name LEGAL DEPARTMENT

ABN AMRO BANK N V , UK BRANCH

Address 5 ALDERMANBURY SQUARE

Post town LONDON

County/Region

Postcode E C 2 V 7 H R

Country UNITED KINGDOM

DX

Telephone 0203 192 9360

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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

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.

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 or email 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5976015
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEED DATED 20 APRIL
2011 AND CREATED BY JUMP TRADING INTERNATIONAL
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO OR FOR THE ACCOUNT OF A
BENEFICIARY ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
5 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MAY 2011

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES