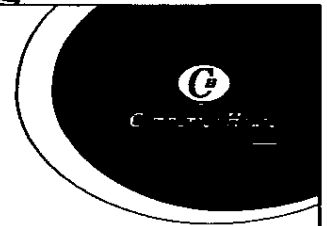


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MG01

Particulars of a mortgage or charge

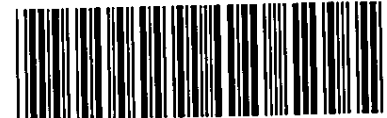


A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

☒ **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 NOT for**
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s.

WEDNESDAY



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COMPANIES HOUSE

1	Company details	For official use 6
Company number	0 0 9 6 6 6 0 4	→ Filing in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Tullet Prebon (Europe) Limited (the "Chargor").	
2	Date of creation of charge	
Date of creation	3 0 1 1 2 0 0 9	
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	Security Agreement given by Chargor in favour of the Bank (the "Security Agreement").	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	All present or future obligations or liabilities of any and all kinds of the Chargor to the Bank, whether due or to become due, secured or unsecured, absolute or contingent, and howsoever or whensoever acquired by the Bank under a Global Clearing and Custody Agreement, dated 30 November 2009 (the "Global Clearing and Custody Agreement"), including interest accruing thereon before or after the commencement of any insolvency, bankruptcy or reorganisation proceeding of the Chargor (whether or not such interest is an allowable claim in any proceeding and irrespective of the discharge or release of the Chargor in such proceeding) (all of which are referred to as the "Obligations").	Continuation page Please use a continuation page if you need to enter more details.

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.

Name	The Bank of New York Mellon (the "Bank").
Address	One Canada Square, London.
Postcode	E 1 4 5 A L
Name	
Address	
Postcode	

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

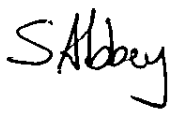
Under the Security Agreement, a security interest in and a lien upon all personal property and fixtures of the Chargor or in which the Chargor has an interest wherever located and whether now or hereafter existing or now owned or hereafter acquired and whether or not subject to the Uniform Commercial Code as in effect in the State of New York, including but not limited to any property specified in the Schedule, and also including all interest, dividends and other distributions thereon paid and payable in cash or in property, and all replacements and substitutions for, and all accessions and additions to, and all products and proceeds of, all of the foregoing (all of which are referred to as the "Collateral").

(See Continuation Sheet).

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

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: <ul style="list-style-type: none"> - 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	NIL.	
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 866). 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 870). 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. <div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between;"> Signature X </div> <div style="text-align: center;">  </div> <div style="display: flex; justify-content: space-between;"> SIMON ABBEY X </div> <div style="text-align: center;"> SENIOR COUNSEL (CHARGE) </div> </div> 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 Simon Abbey

Company name The Bank of New York Mellon

Address One Canada Square

Post town London

County/Region

Postcode E 1 4 5 A L

Country United Kingdom

DX

Telephone 0207 964 4813



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

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	<p>Property specifically included as "Collateral" for the purposes of the Security Agreement:</p> <p>All Accounts and any and all Securities and other property held in such Accounts, as these terms are defined in the Global Clearing and Custody Agreement between the Chargor and the Bank (as may be amended or supplemented from time to time), and any cash balances held in any cash account maintained by the Bank in connection therewith, but subject to such limitations as may be set forth in the Global Clearing and Custody Agreement.</p> <p>3. Definitions</p> <p>In this Form MG01, the following definitions shall have the following meanings:</p> <p>"Accounts" shall mean, collectively, the Clearing Account, the Proprietary Account and the Client Account;</p> <p>"Clearing Account" shall mean, collectively, the securities account(s) established and maintained in the name of Chargor from time to time for the purpose of clearing and settling transactions involving Securities and facilitating other transfers of Securities, and all subaccounts, internal accounts and cash accounts established and maintained by clearing agent by any of its domestic and foreign branches in connection therewith.</p> <p>"Client(s)" shall mean a customer(s) of the Chargor;</p> <p>"Client Account" shall mean, collectively, the account(s) in which the Client Assets are held under the Global Clearing and Custody Agreement;</p> <p>"Client Assets" shall mean Securities and cash legally or beneficially owned by Clients;</p> <p>"Proprietary Account" shall mean, collectively, the account(s) in which Proprietary Assets are held under the Global Clearing and Custody Agreement;</p> <p>"Proprietary Assets" shall mean Securities and cash that are not Client Assets; and</p> <p>"Securities" shall include, without limitation, any common stock and other equity securities, bonds, debentures and other debt securities, notes, mortgages or other obligations, and any instruments representing rights to receive, purchase or subscribe for the same, or representing any other rights or interests therein (whether represented by a certificate or held in a depository, with a sub-custodian or on the books of the issuer).</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 966604
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 30
NOVEMBER 2009 AND CREATED BY TULLETT PREBON
(EUROPE) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE BANK OF NEW
YORK MELLON 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
2 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 DECEMBER
2009



Companies House
— for the record —

P R O



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES