

MG01

Particulars of a mortgage or charge



141905 / 13

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

THURSDAY



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03/11/2011

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COMPANIES HOUSE

1

Company details

Company number

0 1 5 5 0 5 0 5

Company name in full

NOMURA INTERNATIONAL PLC (the "Buyer")

5 0

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

d2 d1 m1 m0 y2 y0 y1 y1

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 DOCUMENT dated 21 October 2011 between the Buyer and the Seller in relation to the Repurchase Transaction (the "Security Document")

4

Amount secured

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

Amount secured

The net payment obligations of the Buyer to the Seller in respect of the Repurchase Transaction and falling due following the occurrence of a Declared Default after giving effect to paragraph 10 (*Events of Default*) of the GMRA (the "Secured Liabilities")

Continued on continuation page

Continuation page

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

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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 BANCO POPOLARE SOCIETÀ COOPERATIVA (the "Seller")

Address Piazza Nogara 2

Verona (Verona)

Postcode 3 7 1 2 1

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

1 The Buyer as security for the Secured Liabilities has

(a) Charged by way of first fixed charge all of its rights, title and interest in and to the Independent Amount Collateral, and

(b) Assigned by way of security with full title guarantee all of its rights, title and interest, present or future, in and to the Additional Collateral Account

Continued on continuation page

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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 N/A

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 Ashurst LLP X

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

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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 AAG/KVUPPA/N348.00410/22114029

Company name Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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

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Amount secured

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

Amount secured

NOTE

In this form MG01

"Additional Collateral Account" means, together, the Cash Account and the Custody Account,

"Cash Account" means the cash account in the name of the Buyer opened in the books of the Custodian relating to the Repurchase Transaction,

"Charged Property" means all assets of the Buyer (present or future and of whatever nature) for the time being the subject of the security created by the Security Document,

"Confirmation" means the confirmation of the Repurchase Transaction dated 19 October 2011,

"Custody Account" means the custody account in the name of the Buyer opened in the books of the Custodian relating to the Repurchase Transaction,

"Custody Agreement" means the custody agreement dated 21 October 2011 between the Buyer and HSBC Bank plc relating to the Repurchase Transaction,

"Custodian" means HSBC Bank plc,

"Declared Default" means the occurrence of both of the following events (a) an Event of Default as in respect of which the Buyer is the Defaulting Party (after expiry of any applicable grace or remedy period) and (b) the failure by the Buyer to pay an amount payable under paragraph 10(c) of the Repurchase Agreement,

"Defaulting Party" means the party in relation to which an Event of Default occurs,

"Eligible Independent Amount Securities" means certain asset backed securities as specified in the Confirmation,

"Event of Default" means any of the events set out in paragraph 10 of the Repurchase Agreement,

"GMRA" means the Global Master Repurchase Agreement dated 10 October 2011 between the Buyer and the Seller, as the same may be amended in writing from time to time,

"Global Master Repurchase Agreement" means a TBMA/ISMA Global Master Repurchase Agreement (2000 Version),

"Independent Amount Cash" means cash denominated in Euros,

"Independent Amount Collateral" means (i) Independent Amount Cash delivered by the Buyer to the Cash Account and/or (ii) Eligible Independent Amount Securities delivered by the Buyer to the Custody Account in accordance with the terms of the Confirmation,

"Receiver" means a receiver appointed under the Security Document,

"Repurchase Agreement" means the GMRA as supplemented by the Confirmation of the same date, and

"Repurchase Transaction" means the repurchase transaction in relation to certain asset backed securities entered into between the Buyer and the Seller on 19 October 2011 pursuant to the Repurchase Agreement

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 NEGATIVE PLEDGE AND FURTHER ASSURANCE</p> <p>2 1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</p> <p>The Buyer has agreed that it shall not</p> <ul style="list-style-type: none"> (a) create or agree to create or permit to subsist any assignment by way of security, charge, right of set-off, security trust, encumbrance, any other security interest or any other agreement or arrangement having the commercial effect of conferring security over all or any part of the Charged Property, (b) sell, transfer, assign, factor or otherwise deal with or dispose of all or any part of the Charged Property or the right to receive or to be paid the same, or agree or attempt to do so, or (c) withdraw or attempt to withdraw the whole or any part of the Independent Amount Collateral, <p>except as permitted by the Security Document, the Repurchase Agreement, the Custody Agreement or with the prior consent of the Seller</p> <p>2 2 FURTHER ASSURANCE</p> <p>The Buyer has agreed that it shall, at the Seller's expense, take whatever action the Seller or a Receiver may require for perfecting or protecting the security intended to be created by the Security Document, or for facilitating or effecting the realisation of any Charged Property or the exercise of any right, power or discretion exercisable by the Seller or any Receiver in respect of any Charged Property This includes (but is not limited to), registration of the security at Companies House, the execution and delivery of any transfer, conveyance, assignment or assurance of any asset, the giving of any notice, order or direction and the making of any registration, which in any such case, the Seller or such Receiver may think expedient</p>	



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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1550505
CHARGE NO. 50

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DOCUMENT DATED 21
OCTOBER 2011 AND CREATED BY NOMURA INTERNATIONAL
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO BANCO POPOLARE SOCIETA
COOPERATIVA 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
3 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 NOVEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES