

MG01

Particulars of a mortgage or charge



iris  
LASERFORM

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 in  
Scotland. To do this, please use  
form MG01s



LD2  
"L1FALIYR"  
14/08/2012  
COMPANIES HOUSE

#65  
UK

1 **Company details**

Company number 01550505

Company name in full Nomura International plc (the "Chargor")

52 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 09/08/2012

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 Deed (Assignment of Cash Account) (the "Security Deed") dated 9 August 2012 between  
Iberia, Líneas Aéreas de España, Sociedad Anónima Operadora Unipersonal (the "Secured  
Party") and the Chargor

4 **Amount secured**

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

Amount secured

4  
1/14  
All Secured Liabilities where "Secured Liabilities" is defined in the  
Security Deed as meaning all present and future obligations and  
liabilities (whether actual or contingent and whether owed jointly or  
severally or in any other capacity whatsoever) of the Chargor to the  
Secured Party under or in connection with any Finance Document  
(except for any obligation, which, if it were so included, would result  
in the Security Deed contravening section 678 or 679 of the  
Companies Act 2006) and including, without prejudice to the  
generality of the foregoing, the Chargor's actual and contingent  
obligation to pay any Interim Exchange Amount under, and as defined  
in, the ISDA Agreement

Please see Note (2) of the continuation pages for definitions.

**Continuation page**

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

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## 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 Iberia Lineas Aéreas de España Sociedad Anónima Operadora Unipersonal

Address Calle Velázquez nº 130, 28006 Madrid, Spain

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

**Please see continuation pages.**

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## 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

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 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

*Luklaters LLP*

X

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

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## 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 **Jemini Amrania**

Company name **Linklaters LLP**

Address **One Silk Street**

Please return  
via  
**CH London Courier**

Post town **London**

County/Region **London**

Postcode **E C 2 Y 8 H Q**

Country **UK**

DX **10 CDE**

Telephone **0207 456 3271**



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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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 | <div data-bbox="304 385 1157 430"><b>Nomura International plc (Company Number 01550505)</b></div> <div data-bbox="1157 385 1503 430"><b>Continuation page (1)</b></div> <div data-bbox="304 452 430 497"><b>Note (1):</b></div> <div data-bbox="304 519 1503 620">The Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, assigns absolutely to the Secured Party all its present and future right, title and interest in and to the Account</div> <div data-bbox="304 642 1503 721"><b>Please see Note (2) of the continuation pages for definitions and Note (3) of the continuation pages</b></div> |  |

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## Particulars of a mortgage or charge

|                   |  |  |
|-------------------|--|--|
| 6                 | <b>Short particulars of all the property mortgaged or charged</b>  |  |
|                   | Please give the short particulars of the property mortgaged or charged   |  |
| Short particulars | <div data-bbox="304 385 1519 430"> <b>Nomura International plc (Company Number 01550505)</b> <span style="float: right;"><b>Continuation page (2)</b></span> </div> <p><b>Note (2):</b> In this MG01 Form, except to the extent that the context otherwise requires</p> <p><b>"Account"</b> means the account in the name of the Chargor with the Account Bank and with IBAN number GB44 ABNA 4050 3040 2877 34 and BIC number ABNAGB2L and includes any other account which is a successor to the account on any renumbering or re-designation of accounts</p> <p><b>"Account Bank"</b> means Royal Bank of Scotland plc or any other financial institution as determined under Clause 7 2 (<i>Change of Account Bank</i>) of the Security Deed</p> <p><b>"Available Exchange Amount"</b> has the meaning given to it in the ISDA Agreement</p> <p><b>"Business Day"</b> has the meaning given to it in the ISDA Agreement</p> <p><b>"Calculation Agent"</b> has the meaning given to it in the ISDA Agreement</p> <p><b>"Finance Document"</b> means the Security Deed and the ISDA Agreement</p> <p><b>"Interim Exchange Amount"</b> means an amount in EUR, as determined by the Calculation Agent, equal to the Available Exchange Amount on the Business Day immediately preceding the Interim Exchange Date</p> <p><b>"Interim Exchange Date"</b> has the meaning given to it in the ISDA Agreement</p> <p><b>"ISDA Agreement"</b> means the "Agreement" as referred to in the confirmation between the Chargor and the Secured Party dated 7 August 2012, together with the transaction evidenced by that confirmation, as amended, restated and supplemented from time to time</p> <p><b>"Security"</b> means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> |  |

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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 | <div data-bbox="316 383 1153 427"><b>Nomura International plc (Company Number 01550505)</b></div> <div data-bbox="1220 383 1503 427"><b>Continuation page (3)</b></div> <div data-bbox="316 450 427 495"><b>Note (3).</b></div> <div data-bbox="316 517 699 562">The Security Deed provides that</div> <div data-bbox="316 584 1260 629">Except with the prior written consent of the Secured Party, the Chargor must not</div> <div data-bbox="316 651 1401 696">(a) create or permit to subsist any Security or any third party interest on or in the Account, or</div> <div data-bbox="316 696 933 741">(b) sell, transfer or otherwise dispose of the Account</div> <div data-bbox="316 763 1085 808"><b>Please see Note (2) of the continuation pages for definitions.</b></div> |  |



## **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. 52**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY DEED (ASSIGNMENT  
OF CASH ACCOUNT) DATED 9 AUGUST 2012 AND CREATED BY  
NOMURA INTERNATIONAL PLC FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO IBERIA  
LINEAS AEREAS DE ESPANA, SOCIEDAD ANONIMA  
OPERADORA, UNIPERSONAL 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 14 AUGUST 2012

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 AUGUST 2012**

