

MG01

Particulars of a mortgage or charge

231342/13



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 created by a
company. To do this you must use
form MG01s

MONDAY



LD2

07/01/2013

#89

COMPANIES HOUSE

ase
/ uk

1 Company details

Company number ☒ 0 1 5 5 0 5 0 5

Company name in full ☒ Nomura International plc (the **Assignor**)

5 5 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 ☒ d 0 d 4 m 0 m 1 y 2 y 0 y 1 y 3

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 Pledge Agreement (the **Deed**) between the Assignor and Andorra, Banc
Agricol Reig SA (the **Secured Party**) dated 4 January 2013

4 Amount secured

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

Amount secured ☒ All present and future obligations or liabilities
(whether accrued or contingent) owing by the
Assignor in relation to any Reserve Balance Rebate
(as defined below) amount owing to the Secured
Party as determined under the Final Terms (as
defined below) (the **Secured Obligations**)

See Continuation Page

Continuation page

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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In this Form MG01</p> <p>Calculation Agent means Nomura International plc</p> <p>Cash Account means the cash account in the name of the Assignor opened in the books of the Custodian under the Custody Agreement</p> <p>CDS Business Day means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London</p> <p>CDS Spread means the prevailing offer-side spread (expressed in basis points) in respect of any single-name credit default swap on market standard terms linked to a Reference Entity with a scheduled termination date falling on the Scheduled Maturity Date, as determined by the Calculation Agent in its sole and absolute discretion (which following the Issue Date will be done on the basis of CDS Spread Quotations obtained as provided in the Final Terms)</p> <p>CDS Spread Quotation means the firm offer quotations which may be sought by the Calculation Agent on any CDS Business Day from at least three Market Dealers of the CDS Spread of one or more Reference Entities for the purposes of making determinations pursuant to Schedule B of the Final Terms (each a CDS Spread Quotation)</p> <p>Custodian means HSBC Bank plc, or any successor thereof, in its capacity as custodian of the Cash Account</p> <p>Custody Agreement means the custody agreement entered into between the Custodian and the Assignor dated 17 December 2012 as amended or restated from time to time, but only to the extent that it relates to the Cash Account</p> <p>Final Terms means the final terms dated 22 December 2011 relating to the issue by Nomura Bank International plc of Euro 6,250,000 leveraged financial basket credit linked notes with ISIN XS0723549159</p> <p>Issue Date means 22 December 2011</p> <p>Issuer means Nomura Bank International plc</p> <p>Market Dealers means a dealer (other than the Calculation Agent or the Issuer) in obligations of the type of CDS Spread transaction for which CDS Spread Quotations are to be obtained</p> <p>Nomura Reserve Account means an interest bearing reserve account opened by the Calculation Agent on or prior to the Issue Date at Nomura International plc</p> <p>Reference Entity(ies) means the Reference Entities specified in Schedule A to the Final Terms as at the Trade Date (being BNP Paribas, Commerzbank Aktiengesellschaft, Credit Agricole SA, Banco Bilbao Vizcaya Argentaria, S A and Societe Generale) and any successor(s) (determined pursuant to</p>	

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Particulars of a mortgage or charge

4	Amount secured	
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>the Final Terms)</p> <p>Reserve Account means the Nomura Reserve Account together with the Third Party Account</p> <p>Reserve Account Cash Provider means Andorra Banc Agricol Reig SA</p> <p>Reserve Balance means, on any day, the aggregate balances standing to the credit of the Nomura Reserve Account and the Third Party Account.</p> <p>Reserve Balance Rebate means the amount in Euro standing to the credit of the Reserve Account as of the date of the Reserve Balance Rebate Notice</p> <p>A Reserve Balance Rebate Event will be deemed to occur if, in the determination of the Calculation Agent, the CDS Spread of all the Reference Entities (excluding any for which a Credit Event Determination Date (determined pursuant to the Final Terms) has occurred) is less than the Reserve Balance Rebate Trigger for any 7 consecutive CDS Business Day period in respect of which the Calculation Agent has determined the CDS Spread of the Reference Entities in accordance with the provisions of the Final Terms</p> <p>Reserve Balance Rebate Notice means the notice given by the Calculation Agent following the occurrence of a Reserve Balance Rebate Event to the Issuer and the Reserve Account Cash Provider that a Reserve Balance Rebate Event has occurred, specifying the current Reserve Balance</p> <p>Reserve Balance Rebate Trigger means, in respect of</p> <ul style="list-style-type: none"> (a) the Reference Entity Banco Bilbao Vizcaya Argentaria, S A 475 basis points, and (b) any other Reference Entity 375 basis points <p>Scheduled Maturity Date means 20 December 2016</p> <p>Third Party Account means an interest bearing account opened by the Calculation Agent following the Issue Date with the HSBC Bank plc in the name of Nomura International plc following the Custody Agreement and the Deed being entered into</p>	

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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

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

Name ✓ Andorra Banc Agricol Reig SA

Address Manel Cerqueda I Escalor, 6

Andorra

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

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

Short particulars

The Assignor has, in the Deed, as security for the payment and discharge of the Secured Obligations charged by way of first fixed charge in favour of the Secured Party all of the rights, titles and interests it holds in respect of the Deposit (as defined below) and the Cash Account

The Assignor has, in the Deed, assigned absolutely with full title guarantee by way of security and subject to a proviso for re-assignment on redemption all the rights, titles and interests it holds, present and future under and to the Custody Agreement in favour of the Secured Party for the payment and discharge of the Secured Obligations

Except with the Secured Party's prior written consent, the Assignor shall not

(a) assign or dispose of its rights under the Cash Account or Custody Agreement, or

(b) create, grant or permit to exist (i) any security interest over the Cash Account or the Custody Agreement (other than any lien, charge or other encumbrance in favour of the Custodian or which may arise by operation of law or as a consequence of any floating charge which the Assignor may have given) or (ii) any restriction on the ability to transfer or realise, all or any part of the Deposit in the Cash Account other than pursuant to applicable law or regulation

(see Continuation Page)

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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

In this Form MG01:

Deposit means all monies in any currency together with all interest and other sums accruing thereon from time to time standing to the credit of the Cash Account and all rights of the Assignor in relation thereto

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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 Allen & Perry LLP (on behalf of the Assignor) 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 Lucy Bamber

Company name Allen & Overy LLP
(ICM # 15580999)

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX 73 LONDON/CITY

Telephone + 44 (0)20 3088 0000



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. 1550505
CHARGE NO. 55**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED 4
JANUARY 2013 AND CREATED BY NOMURA INTERNATIONAL
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO ANDORRA BANC AGRICOL REIG SA
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 7 JANUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JANUARY
2013

DX



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**