

MG01

Particulars of a mortgage or charge

100657-13



**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**  
You cannot use this form to register  
particulars of a charge in  
Scotland or the Republic of  
Ireland. To do this, please use  
form MG01s

WEDNESDAY



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\*A1ZOW8LL\*

09/01/2013

COMPANIES HOUSE

#322

**1 Company details**

Company number 01550505  
Company name in full Nomura International plc  
(the "Company")

5611  
→ **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 31 12 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 ("**Deed**") dated 31 December 2012 between (1) the Company and  
(2) Banco Santander, S.A. ("**Secured Party**")

**4 Amount secured**

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

Amount secured Any net payment obligations of the Company to the  
Secured Party falling due pursuant to paragraph 10  
(c) of the Global Master Repurchase Agreement dated  
18 February 2010 between the Company and the  
Secured Party (as the same may be amended and/or  
restated in writing from time to time) ("**Repurchase  
Agreement**"), after giving effect to paragraph 10  
(**Events of Default**) of the Repurchase Agreement  
following the occurrence of a Declared Default  
("**Secured Liabilities**").

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Banco Santander, S A.		
Address	Paseo de Pereda 9-12		
	Santander, Spain		
Postcode	3 9 0 0 0		
Name			
Address			
Postcode			

### 6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	Please see continuation page		

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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

DLA PIPER UK LLP

X

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

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111

**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	<p><b>1. COVENANT TO PERFORM</b></p> <p>The Company as primary obligor covenanted with the Secured Party that it will pay and perform the Secured Liabilities as and when they fall due</p>	
	<p><b>2. GRANT OF SECURITY</b></p> <p>The Company, as security for the Secured Liabilities</p> <p>a) assigned absolutely 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, and</p> <p>b) charged by way of first fixed charge all of its rights, title and interest in and to the Custodian Held Collateral,</p> <p>in favour of the Secured Party</p>	
	<p><b>3. CONTINUING SECURITY</b></p> <p>3 1 The security created by the Deed is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing</p> <p>3 2 The security created by the Deed is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Secured Party may now or after the date of the Deed hold for any of the Secured Liabilities, and this security may be enforced against the Company without first having recourse to any other rights of the Secured Party</p>	
	<p><b>4. FURTHER ASSURANCE</b></p> <p>The Company shall, at the Secured Party's expense, take whatever action the Secured Party or a Receiver may reasonably require for perfecting or protecting the security intended to be created by the Deed, or for facilitating or effecting the realisation of any Charged Property Without limiting the foregoing, the Company agreed to promptly give notice in writing to the Custodian of the assignment of all of its rights, title and interest, present and future, in and to the Additional Collateral Account in favour of the Secured Party in such form as agreed between the parties</p>	
	<p><b>5. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</b></p> <p>The Company will not</p> <p>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 (except as arising under the Custody Agreement or any clearing system or settlement system),</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	<p>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</p> <p>c) withdraw or attempt to withdraw the whole or any part of the Custodian Held Collateral,</p> <p>except as permitted by the Deed or the Custodian Held Amount Letter Agreement or with the prior consent of the Secured Party</p> <p><b>6. ENFORCEMENT POWERS</b></p> <p>For the purpose of all rights and powers implied or granted by statute only, the Secured Liabilities are deemed to have fallen due on the date of the Deed. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by the Deed shall be immediately exercisable at any time after the Effective Time</p> <p><b>7. PROTECTION OF THIRD PARTIES</b></p> <p>7.1 No purchaser from, or other person dealing with, the Secured Party or any Receiver (or their agents) shall be obliged or concerned to enquire whether</p> <p>a) the right of the Secured Party or any Receiver to exercise any of the powers conferred by the Deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power, or</p> <p>b) any of the Secured Liabilities remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters</p> <p>7.2 The receipt of the Secured Party or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Secured Party or any Receiver</p> <p><b>8. RELEASE</b></p> <p>The security created by the Deed shall be automatically released</p> <p>a) following the occurrence of an Event of Default under paragraph 10 of the Repurchase Agreement in respect of the Secured Party,</p> <p>b) to the extent that the Company is entitled to withdraw amounts from the Additional Collateral Account pursuant to the Custodian Held Amount Letter Agreement,</p> <p>c) to allow the Company to withdraw any distribution, interest, income or other monies paid on or derived from the Charged Property,</p> <p>d) following the satisfaction of the Company's obligations in respect of the</p>	

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="327 349 1042 383">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="563 450 794 483">Transaction, and/or</p> <p data-bbox="419 517 1509 607">e) following the termination of the Repurchase Transactions (as defined in the Repurchase Agreement) and the satisfaction in full of all of the Secured Liabilities</p> <p data-bbox="419 645 1509 869">Following the security created by the Deed being released and discharged or liable to be released and discharged as set out above, the Secured Party shall, at the Company's expense, take such action as the Company may reasonably require to evidence or give effect to such release and discharge, including (without limitation) 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 filing, which in any case, the Company may think expedient</p> <p data-bbox="327 902 612 936"><b>9. DEFINITIONS</b></p> <p data-bbox="419 969 1509 1037"><b>"Additional Collateral Account"</b> means, together, the Cash Account and the Custody Account,</p> <p data-bbox="419 1070 1302 1104"><b>"Affiliate"</b> has the meaning given to such term in the Custody Agreement,</p> <p data-bbox="419 1137 1509 1305"><b>"Cash Account"</b> means (a) the cash accounts in the name of the Company opened in the books of the Custodian with account numbers 73763605, 73763613 and 73763621 or (b) any cash account in the name of the Company opened in the books of the Custodian pursuant to the Custody Agreement from time to time but excludes Overseas Cash Accounts,</p> <p data-bbox="419 1339 1509 1406"><b>"Charged Property"</b> means all assets of the Company (present or future and of whatever nature) for the time being the subject of the security created by the Deed,</p> <p data-bbox="419 1440 1509 1507"><b>"Confirmation"</b> means the confirmation entered into pursuant to the Repurchase Agreement in respect of the Transaction,</p> <p data-bbox="419 1541 975 1574"><b>"Counterparty"</b> means Banco Santander, S A</p> <p data-bbox="419 1608 863 1641"><b>"Custodian"</b> means HSBC Bank plc,</p> <p data-bbox="419 1675 1509 1765"><b>"Custodian Held Amount Letter Agreement"</b> means the letter agreement between the Company and the Secured Party dated on or about the date of the Deed as the same may be amended and/or restated in writing from time to time,</p> <p data-bbox="419 1798 1509 1888"><b>"Custodian Held Collateral"</b> means Eligible Collateral delivered (and not withdrawn) by the Company to the Additional Collateral Account in accordance with the Custodian Held Amount Letter Agreement,</p> <p data-bbox="419 1921 1509 2000"><b>"Custody Account"</b> means the custody account in the name of the Company opened in the books of the Custodian with account number 785203,</p> <p data-bbox="419 2033 1509 2067"><b>"Custody Agreement"</b> means the custody terms and conditions between the Company and</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

the Custodian dated on or about the date of the Deed as the same may be amended and/or restated in writing from time to time,

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

**"Effective Time"** means the time a Declared Default occurs,

**"Eligible Cash"** means cash denominated in EUR, US Dollars or GBP,

**"Eligible Collateral"** means Eligible Cash and Eligible Securities,

**"Eligible Securities"** means (a) any Equivalent Securities in respect of the Transaction, where **"Equivalent Securities"** in respect of the Transaction has the meaning given to it in the Confirmation or (b) any securities which are issued by the Counterparty (**"Counterparty Securities"**),

**"Overseas Cash Account"** means any cash account in the Company's name (including a cash account with any Affiliate of the Custodian) other than cash accounts set up with a branch of the Custodian,

**"Receiver"** means a receiver appointed under the Deed, and

**"Transaction"** means the repurchase transaction entered into by the Company and the Counterparty on 27 December 2012 pursuant to the Repurchase Agreement





## **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. 56**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY DEED DATED 31  
DECEMBER 2012 AND CREATED BY NOMURA  
INTERNATIONAL PLC FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO BANCO SANTANDER,  
S.A. 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 9 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JANUARY  
2013



**Companies House**



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