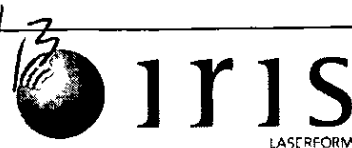


MG01

Particulars of a mortgage or charge

109139/13



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 for

You cannot use this form to register particulars of a mortgage or charge in Scotland. To do this, you must use form MG01s

TUESDAY

COMPANIES HOUSE



LD3

"L22KAOLT"

19/02/2013

#99

n, please
at
se gov uk

1

Company details

Company number

0 1 5 5 0 5 0 5

Company name in full

Nomura International plc

(the "Assignor")

58

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

d1 d2 m0 m2 y2 y0 y1 y3

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 deed of assignment dated 12 February 2013 (the "Deed") made by the Assignor in favour of LCH Clearent Limited in its capacity as the assignee and security trustee under the Deed (the "Security Trustee", which expression shall include any person for the time being appointed as a successor assignee and security trustee in accordance with the terms of the Deed)

4

Amount secured

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

Amount secured

The Assignor undertook to pay each of its Liabilities when due in accordance with its terms.

The Assignor, with full title guarantee and as security for the payment of all Liabilities, assigned absolutely to the Security Trustee all its present and future right, title and interest in and to each Relevant SwapClear Clearing Client Entitlement and each Relevant Account Balance. The Security Trustee shall hold the benefit of the Assignment on trust for the Secured Parties on the terms of the Deed.

Please see the section 6 continuation pages (Short particulars of all the property mortgaged or charged) for capitalised terms not otherwise defined in the body of this form MG01

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

Continuation page

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

Name	LCH Clearnet Limited							
Address	Aldgate House, 33 Aldgate High Street							
	London							
Postcode	E	C	3	N		1	E	A
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 the continuation pages
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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

- 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

None.

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 *Clifford Chance LLP*

X

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 Joe Khouri

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 5413



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

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

In the Deed the Assignor

1 with full title guarantee and as security for the payment of all Liabilities, assigned absolutely to the Security Trustee all its present and future right, title and interest in and to each Relevant SwapClear Clearing Client Entitlement and each Relevant Account Balance The Security Trustee holds the benefit of the Assignment on trust for the Secured Parties on the terms of the Deed.

2 agreed that it shall not create or permit to subsist any Security over any Assigned Assets except for the Assignment

3 gave notice of the Assignment to the Clearing House The Clearing House acknowledged receipt of such notice and undertook to the Security Trustee (on behalf of the Secured Parties) that it shall, following the occurrence of a Clearing Default, act in accordance with the LCH Rules and any other laws and regulations applicable to it in determining how the Assigned Assets are to be distributed The parties to the Deed acknowledged and agreed that the Clearing House (acting in such capacity and not in its capacity as Security Trustee) agreed to be a party to the Deed solely for the purposes of this undertaking and shall have no other obligation or liability save as expressly provided in this undertaking In particular, the parties to the Deed agreed that this undertaking given by the Clearing House shall be without prejudice to any protections afforded to it pursuant to the LCH Rules or any other laws and regulations applicable to it

4 agreed that, prior to a Discharge of Security, it shall provide margin in respect of any Associated LCH Transactions to the Clearing House on an Individual Segregated Account (as defined in the LCH Rules) basis or, as may be agreed between the Assignor and the relevant Client, an Omnibus Net Segregated Account (as defined in the LCH Rules) basis in accordance with the LCH Rules

5 undertook to the Security Trustee that it shall not, without the prior written consent of the Security Trustee (acting upon the instructions of the relevant Client) to such amendment, vote in favour of any amendment to Regulation 52B of the LCH Rules or the SwapClear DMP Annex (as defined in the LCH Rules) to the Default Rules of the Clearing House (to the extent any such vote is required) in either case the effect of which amendment would be to (a) amend the terms of the Assigned Assets under the Deed or under the SwapClear DMP Annex or (b) amend the terms on which the Assigned Assets may be dealt with following the occurrence of a Clearing Default, unless such amendment is of a formal, minor or technical nature or, in the reasonable opinion of the Security Trustee, is not materially prejudicial to the interests of any Secured Party

Definitions

"Assigned Assets" means the assets subject, or expressed to be subject, to the Assignment or any part of those assets.

"Assignment" means the assignment created or expressed to be created by the Deed.

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Associated LCH Transaction" means the SwapClear Contract, as defined in the LCH Rules, entered into between the Assignor and the Clearing House</p> <p>"Clearing Default" means the Assignor becoming a defaulter for the purposes of Rule 4 of the LCH Default Rules</p> <p>"Clearing House" means LCH Clearnet Limited in its capacity as the clearing house</p> <p>"Clearing ISDA Master Agreement" means each Clearing ISDA Master Agreement entered into between the Assignor and a Client pursuant to the relevant Client Clearing Agreement.</p> <p>"Client" means each client of the Assignor with whom, from time to time, in order to facilitate the clearing of certain transactions with the Clearing House, the Assignor has entered into Client Clearing Agreements</p> <p>"Client Clearing Agreement" means the agreement entered into by the Assignor with one of its Clients in order to facilitate the clearing of certain transactions with the Clearing House</p> <p>"Credit Support Annex" means each Credit Support Annex in respect of, and which forms part of, the relevant Clearing ISDA Master Agreement</p> <p>"Discharge of Security" means</p> <p>1. Final Redemption. Immediately upon there no longer being any Liabilities remaining in relation to a Client (or, if earlier, immediately upon it no longer being possible for an Enforcement Event to occur), the Security Trustee shall be deemed to have immediately released, reassigned or discharged (as appropriate) the Assigned Assets relating to such Client from the Assignment and therefore</p> <p>(i) the Assignor may retain for its own account, and</p> <p>(ii) the Security Trustee shall therefore promptly pay or transfer to the Assignor,</p> <p>any amounts or other assets received by such party from the Clearing House in respect of the relevant Assigned Assets. For the avoidance of doubt, it is acknowledged that the Assignor's rights under this Discharge of Security shall constitute an equity of redemption (and therefore a proprietary interest to the extent of such equity of redemption) in the Assigned Assets and any amounts or other assets the subject of such rights shall be returned by the Security Trustee to the Assignor</p> <p>2 Consolidation Section 93 of the LPA shall not apply to the Assignment</p> <p>"Enforcement Event" means the occurrence of a Clearing Default in relation to the</p>	

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>Assignor in accordance with the LCH Rules.</p> <p>"Insolvency Act" means the Insolvency Act, 1986.</p> <p>"LCH Rules" means the rules, regulations, procedures or agreements (including the LCH General Regulations and the LCH Default Rules), applicable to the Assignor and/or an Associated LCH Transaction, in each case as published by the Clearing House and as the same may be amended from time to time</p> <p>"Liabilities" means all present and future obligations, moneys, debts and liabilities due, owing or incurred by the Assignor to the Secured Parties under or in connection with the Transaction Documents</p> <p>"LPA" means the Law of Property Act 1925</p> <p>"Relevant Account Balance" means the Account Balance (as defined in the LCH Rules) relating to a Client and the relevant Associated LCH Transactions as calculated by the Clearing House in accordance with the LCH Rules following an Enforcement Event</p> <p>"Relevant SwapClear Clearing Client Entitlement" means the SwapClear Clearing Client Entitlement (as defined in the LCH Rules) relating to a Client and the relevant Associated LCH Transactions as calculated by the Clearing House in accordance with the LCH Rules following an Enforcement Event.</p> <p>"Secured Parties" means each Client from time to time</p> <p>"Security" 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> <p>"Swap Agreement" means the Clearing ISDA Master Agreement together with the related Credit Support Annex and the related Client Clearing Agreement</p> <p>"Transaction Documents" means the Deed and each Swap Agreement outstanding from time to time</p>	



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. 58**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 12
FEBRUARY 2013 AND CREATED BY NOMURA INTERNATIONAL
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO THE SECURED PARTIES 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
19 FEBRUARY 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 FEBRUARY
2013**



Companies House



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