

194381 / £ 13

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge

SATURDAY



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09/03/2013

#38

COMPANIES HOUSE

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

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1	Company details	59 For official use
Company number	0 1 5 5 0 5 0 5	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	NOMURA INTERNATIONAL PLC (the "Buyer")	
2	Date of creation of charge	
Date of creation	d0 d4 m0 m3 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	Security Document dated 4 March 2013 between the Buyer and the Seller (the "Security Document").	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if you need to enter more details
Amount secured	The net payment obligations of the Buyer to the Seller under paragraph 6(e) of the Agreement falling due following the occurrence of a Declared Default (the "Secured Liabilities") Continued on continuation page	

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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	ANDORRA BANC AGRICOL REIG S A (the "Seller")	
Address	Calle Manuel Cerqueda i Escaler 6 AD700 Escaldes Engordany, Andorra	
Postcode	A D 7 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	Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>1 GRANT OF SECURITY</p> <p>The Buyer as security for the Secured Liabilities has</p> <p>(a) charged by way of first fixed charge all of its rights, title and interest in and to the Custodian Held Collateral, and</p> <p>95 (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,</p> <p>in favour of the Seller.</p> <p>2 FURTHER ASSURANCE</p> <p>The Buyer has agreed that it shall, at the Seller's expense, take whatever action the Seller or any receiver appointed under the Security Document may reasonably 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.</p> <p>3. NEGATIVE PLEDGE</p> <p>The Buyer has agreed that it shall 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> <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>Continued on continuation page</p>	

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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 <ul style="list-style-type: none">- 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 <div>X Ashurst LLP X</div> 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/OATTIN/N348 00501/27711151

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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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(c) withdraw or attempt to withdraw the whole or any part of the Custodian Held Collateral,
except as permitted by the Security Document or the Custodian Held Amount Side Letter
Agreement or with the prior consent of the Seller

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4	Amount secured	Please give us details of the amount secured by the mortgage or charge
Amount secured	NOTE	<p>In this form MG01</p> <p>"Additional Collateral Account" means, together, the Cash Account and the Custody Account,</p> <p>"Agreement" means the ISDA Master Agreement together with the Credit Support Annex and the Confirmations for each Covered Transaction thereunder which supplements, forms part of, and is subject to such ISDA Master Agreement (each as amended, supplemented or novated from time to time),</p> <p>"Cash Account" means (a) the cash accounts in the name of the Buyer opened in the books of the Custodian pursuant to the Custody Agreement or (b) any cash account in the name of the Buyer opened in the books of the Custodian pursuant to the Custody Agreement from time to time but excluding any Overseas Cash Accounts (as defined in the Custody Agreement),</p> <p>"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,</p> <p>"Confirmation" means any confirmation entered into pursuant to the ISDA Master Agreement in respect of a Covered Transaction,</p> <p>"Covered Transaction" means each credit derivative transaction entered into between the Buyer and the Seller in accordance with the ISDA Master Agreement and (a) is identified as a "Covered Transaction" for the purposes of the Credit Support Annex in the Confirmation for such transaction and (b) specifies in the Confirmation for such transaction that the Credit Support Annex shall apply in relation to such transaction but excluding any transaction (which is expressed to be a Covered Transaction in the related Confirmation) in respect of which a Termination Date has occurred (as defined in the Confirmation relating to such Covered Transaction),</p> <p>"Credit Support Annex" means an ISDA Credit Support Annex dated 4 July 2012 entered into by the Buyer and the Seller pursuant to the ISDA Master Agreement with respect to the Covered Transactions only,</p> <p>"Custodian Held Amount Side Letter Agreement" means the letter agreement between the Buyer and the Seller dated on or around 4 March 2013 as the same may be amended and/or restated in writing from time to time,</p> <p>"Custodian Held Collateral" means Eligible Collateral delivered (and not withdrawn) by the Buyer to the Additional Collateral Account in accordance with the Custodian Held Amount Side Letter,</p> <p>"Custody Account" means the custody account in the name of the Buyer opened in the books of the Custodian pursuant to the Custody Agreement,</p> <p>"Custody Agreement" means the custody agreement dated 25 February 2013 between the Buyer and the Custodian,</p> <p>"Custodian" means HSBC Bank plc or any successor thereof,</p> <p>"Declared Default" means the occurrence of both of the following events (a) an Event of Default (as defined in the Agreement) 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 when due any amount payable under paragraph 6(e) of the Agreement,</p>

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Defaulting Party" means the party in relation to which an Event of Default occurs,</p> <p>"Eligible Cash" means cash denominated in euro or any other currency from time to time of any member of the "G7" group of countries as may be agreed by the Custodian and the Buyer from time to time,</p> <p>"Eligible Collateral" means Eligible Cash and Eligible Securities,</p> <p>"Eligible Securities" means any securities which meet the criteria as specified in Annex 1 to the Custodian Held Amount Side Letter Agreement, and</p> <p>"ISDA Master Agreement" means the master agreement (Multi-Currency – Cross Border) published by ISDA dated as of 6 April 2009 and entered into between the Buyer and the Seller (as supplemented, amended or novated 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. 59**

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

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MARCH 2013



Companies House



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