

# MG01

## Particulars of a mortgage or charge

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28/03/2013

#292

COMPANIES HOUSE

www.companieshouse.gov.uk

THURSDAY

### 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 particulars of a charge for a Scottish company. To do this, please use form MG01s

<b>1</b>	<b>Company details</b>		60 <small>for official use</small>
Company number	1	5 5 0 5 0 5	<b>→ Filling in this form</b> 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 "COMPANY")		
<b>2</b>	<b>Date of creation of charge</b>		
Date of creation	d 0 d 8	m 0 m 3	y 2 y 0 y 1 y 3
<b>3</b>	<b>Description</b>		
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	CREST SECURITY DEED DATED 8TH MARCH 2013 (THE "SECURITY DEED") BETWEEN THE COMPANY, NOMURA NOMINEES LIMITED (COMPANY NUMBER 2256491) (THE "CREST MEMBER") AND BARCLAYS BANK PLC		
<b>4</b>	<b>Amount secured</b>		
	Please give us details of the amount secured by the mortgage or charge		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Amount secured	AS SET OUT IN PART 2 OF THE ATTACHED SCHEDULE		

# MG01

## Particulars of a mortgage or charge

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### 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

BARCLAYS BANK PLC

Address

1 CHURCHILL PLACE

LONDON

Postcode

E 1 4 5 H P

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

AS SET OUT IN PART 3 AND PART 4 OF THE ATTACHED SCHEDULE

THE ATTACHED SCHEDULE ALSO CONTAINS DEFINITIONS (SEE PART 1 OF THE ATTACHED SCHEDULE) WHICH ALSO MUST BE INCLUDED IN THE SHORT PARTICULARS TO FURTHER DEFINE THE CHARGES

#### SCHEDULE TO FORM MG01 FOR CREST SECURITY DEED

##### PART 1 DEFINITIONS

In this Form MG01 and Schedule, the following expressions have the following meanings

"Assured Payment Obligation" means an obligation of a Settlement Bank arising pursuant to the relevant Assured Payment Agreement or the relevant Settlement Bank Agreement and "Assured Payment" shall be construed accordingly,

"Assured Payment Agreement" means any agreement for the time being in force between EUI and each relevant Settlement Bank, which contains the terms and conditions governing the relationship between such Settlement Banks as a result of their admission to settlement bank status in respect of the Designated Currency specified therein,

"Authorised CREST Sponsor" means the Bank in its capacity as CREST Sponsor of the Company, or any person appointed by the Bank as CREST Sponsor of the Company, pursuant to clause 15.2 of the Security Deed,

"Bank" includes any transferee or successor (whether immediate or derivative) of the Bank and any company with which it may amalgamate,

"Charged Property" means the property, assets, rights, receivables and benefits of the Company which are for the time being comprised in or subject to the Security Interests constituted by the Security Deed, and references to the Charged Property include references to any part of it,

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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>"Controlled Accounts" means the accounts specified in Schedule 1 of the Security Deed maintained by the Company or the CREST Member with the Bank or any one or more of them and includes (unless the context otherwise requires) any additional or substitute account maintained by the Company or the CREST Member with the Bank from time to time specified as being a "Controlled Account" for the purposes of the Security Deed or any other account which is not so designated but is referable to Debts and/or Assured Payments and/or RTGS Payments received by the Bank for the account of the Company or the CREST Member (in each case as re-numbered or redesignated from time to time),</p> <p>"CREST" means the computer-based system and procedures established by EUI to enable title to units of stock to be evidenced and transferred without a written instrument and to facilitate supplementary and incidental matters,</p> <p>CREST Manual" means the document entitled "CREST Reference Manual" relating to the operation of CREST issued by EUI,</p> <p>"CREST Member" means a person who has been admitted by EUI as a system member of CREST and (unless the context otherwise requires) includes a CREST sponsored member,</p> <p>"CREST Registrar" means a person who has been admitted by EUI as a system participant to carry out the functions of a registrar and/or receiving agent,</p> <p>"CREST relevant system" means the relevant system of which EUI has been approved under the Regulations as Operator,</p> <p>"CREST Rules" means rules within the meaning of the Regulations and/or the Financial Services and Markets Act 2000 made by EUI in relation to CREST,</p> <p>"Debts" means all sums and payments referred to in clause 3 1(a), (b) and (c) of the Security Deed,</p> <p>"Default Notice" means a notice served by the Bank under clause 7 of the Security Deed declaring all or any part of the Secured Amounts to be immediately due and payable,</p> <p>"Designated Currency" means a currency for the time being specified as such in the Facility Agreement,</p> <p>"eligible stock" means stock (which is not excluded stock) represented by entries on one or more eligible stock accounts,</p> <p>"eligible stock account" means a stock account which is not an excluded stock account,</p> <p>"Escrow Account" means an escrow account in CREST in the Company's name or otherwise referable to the Company (the operating procedures for which permit only the Bank or its escrow agent to give instructions to EUI in respect of Charged Property held in such escrow account),</p> <p>"Escrow Agent" means the Bank (or any person appointed by the Bank to act) as escrow agent within CREST in relation to an Escrow Account,</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>"EUI" means Euroclear UK &amp; Ireland Limited incorporated in England and Wales under number 2878738 acting as operator of CREST as a relevant system under the UK Regulations whose registered office is at 33 Cannon Street, London EC4M 5SB,</p> <p>"Euro" or "euro" means the single currency of Participating Member States of the European Union,</p> <p>"excluded stock" means stock which, or any category of which, the Bank has expressly agreed in writing shall be excluded from the charges contained in the Security Deed,</p> <p>"excluded stock accounts" means the stock accounts specified in Schedule 2 of the Security Deed maintained by the Company with CREST or any one or more of them and includes (unless the context otherwise requires) any additional or substitute account maintained by the Company with CREST which the Company and the Bank may from time to time agree in writing shall be treated as an "excluded stock account" for the purposes of the Security Deed (in each case as re-numbered or redesignated from time to time),</p> <p>"Existing Security Deeds" means all security deeds (and, if applicable, supplemental security deeds) created by the Company or the CREST Member in favour of the Bank prior to the date of the Security Deed in order to secure the liabilities of the Company or the CREST Member as a member or sponsored member of CREST to the Bank as a Settlement Bank,</p> <p>"Facility Agreement" means the Settlement Bank Facility Agreement(s) for the time being in force between the Bank, the Company and the CREST Member under which the Bank agrees to act as Settlement Bank for the Company for the purposes set out in the facility letter(s) addressed by the Bank to the Company and the CREST Member together with the accompanying terms and conditions (including the schedules) and form of acceptance and any other documents or agreements referred to therein and as the same may be amended, varied, renewed, replaced or extended in accordance with its terms,</p> <p>"investments" has the meaning from time to time ascribed to it by Part II of Schedule 2 to the Financial Services and Markets Act 2000,</p> <p>"Receiver" means any Receiver appointed by the Bank under the Security Deed or the Bank's statutory powers, and includes more than one such Receiver and any successor or replacement Receiver,</p> <p>"Relevant Persons" means the Authorised CREST Sponsor, the Escrow Agent, the Receiver, any accountant or other person appointed under clause 10 1 (Preferential Claims) and any person appointed to act as substitute attorney or delegate under clause 15 2 of the Security Deed and (unless the context otherwise requires) includes each or any of them and "Relevant Person" shall be construed accordingly,</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="368 405 1034 432">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="368 472 1110 499">"RTGS Currency" means either or both of Pounds Sterling or Euro,</p> <p data-bbox="368 539 1460 759">"RTGS Payment Obligation" means an obligation of the Bank to pay an amount of Pounds Sterling or Euros to another Settlement Bank under the applicable CREST RTGS Payment Agreement or the relevant CREST Settlement Bank Agreement or, as the context may require, a corresponding obligation by another Settlement Bank to pay Pounds Sterling or Euros in favour of the Bank under the CREST RTGS Payment Agreement and an agreement between that Settlement Bank and EUI in terms similar to the Settlement Bank Agreement, and "RTGS Payment" shall be construed accordingly,</p> <p data-bbox="368 799 1445 891">"Secured Amounts" means the obligations, money and liabilities which the Company covenants in clause 2 of the Security Deed to pay or discharge to the Bank (whether or not appearing on the Controlled Accounts), and references to the Secured Amounts include references to any of them,</p> <p data-bbox="368 931 651 958">"Security Interest" means</p> <p data-bbox="368 999 1460 1090">(a) any mortgage, charge, pledge, assignment (whether or not expressed to be by way of security), hypothecation, lien, encumbrance or other priority or security interest whatsoever, howsoever created or arising,</p> <p data-bbox="368 1131 1410 1189">(b) any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or "flawed asset" arrangement or right of set-off,</p> <p data-bbox="368 1229 1430 1288">(c) any other agreement or arrangement whatsoever having the same or a similar commercial or economic effect as security, and</p> <p data-bbox="368 1328 842 1355">(d) any agreement for any of the foregoing,</p> <p data-bbox="368 1395 1430 1487">"Settlement Bank" means, in respect of any Designated Currency, a bank which has contracted with EUI and the other Settlement Banks to make and receive Assured Payments and/or RTGS Payments for the account of CREST Members and CREST Registrars and continues so to act,</p> <p data-bbox="368 1527 1430 1648">"Settlement Bank Agreement" means the agreement(s) for the time being in force between a Settlement Bank and EUI which contains the terms and conditions governing the relationship between EUI and such Settlement Bank as a result of its admission to settlement bank status in respect of one or more Designated Currencies,</p> <p data-bbox="368 1688 1460 1877">"stock" means shares, stocks, debentures, debenture stock, UK government securities and (without limitation) any other securities and investments of any description or any of them (including, without limitation, all and any uncertificated units of any securities (as defined in the Regulations)) and shall include units (whether in uncertificated or certificated form) of, and interests in, any of them but, for the purpose of clause 3.2 of the Security Deed, the expression "stock" shall not include any excluded stock, and</p> <p data-bbox="368 1917 1460 1973">"stock account" means a stock account maintained within the CREST relevant system in relation to each class of security held by a CREST Member as described in the CREST Manual</p>

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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	<p style="text-align: center;"><b>PART 2</b></p> <p style="text-align: center;"><b>AMOUNT SECURED BY THE SECURITY DEED</b></p> <p>By clause 2 1 and clause 3 4 of the Security Deed the Company covenanted with the Bank that it will duly and punctually pay or discharge to the Bank all debts, obligations and liabilities whatsoever at the date of the Security Deed and from time to time thereafter (whether before or after the service of a Default Notice) due, owing or incurred by the Company to the Bank (whether solely or jointly, or jointly and severally, with another or others, and whether as principal or surety and whether actual or contingent, present or future) including (whether before or after any judgment) all interest, costs and other charges whatsoever and including, without limitation, any such debts, obligations and liabilities which arise in connection with</p> <ul style="list-style-type: none"> <li>(a) the Facility Agreement and/or the Security Deed, or</li> <li>(b) the making of any Assured Payment and/or RTGS Payments by the Bank for the account of the Company, or</li> <li>(c) any transfer of stock to the Company by means of CREST, or</li> <li>(d) any transfer of stock to the Company by means of CREST, whether the Company is acting for itself or on behalf of a system-beneficiary, or</li> <li>(e) any transfer by a system-beneficiary to the Company, as system-beneficiary, by means of CREST of the first system-beneficiary's interest in stock held by a relevant nominee where the relevant nominee will continue to hold the stock on behalf of the Company, or</li> <li>(f) any agreement to make a transfer of the kind specified in paragraphs (d) or (e) above, or</li> <li>(g) any issue of stock to the Company by means of CREST, whether the Company is acting for itself or on behalf of a system-beneficiary,</li> </ul> <p>whether such debts, obligations or liabilities are incurred by the Company on its own account or on behalf of a system-beneficiary</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 style="text-align: center;"><b>Part 3</b> <b>PROPERTY CHARGED</b></p> <p>By clause 3 of the Security Deed as continuing security for the payment or discharge of the Secured Amounts the Company with full title guarantee charged to the Bank</p> <p>by way of first fixed charge</p> <p>(a) all sums and payments at the date of the Security Deed and from time to time thereafter receivable by or for the account of the Company by reason or in respect of any transfer or debit of, or agreement to transfer or debit, stock from any eligible stock account of or in the name of or otherwise referable to the Company in CREST or of any transfer by the Company of any of its right, title or interest to or in stock represented or to be represented by any credit balance for the time being on any such stock account in CREST, together with all rights and interests in such sums and payments, and</p> <p>(b) all sums and payments from time to time after the date of the Security Deed receivable by or for the account of the Company by reason of or in respect of the closing out or liquidation of any unsettled contract relating to any stocks in CREST, and</p> <p>(c) all right, title and interest of the Company to or in all money at the date of the Security Deed or at any time thereafter standing to the credit of the Controlled Accounts, together with all rights relating or attaching thereto, including interest accruing thereon, and,</p> <p>(d) all right, (including property rights) title and interest of the Company or the CREST Member to or in all securities at the date of the Security Deed or at any time thereafter held in each Escrow Account, together with all rights relating or attached thereto, or any sum or benefit deriving from stock which is no longer in an uncertificated form, whether by reason of the Company or the CREST Member (or any person holding stock on behalf of the Company or the CREST Member) having become a former system-member of CREST, or such stock being converted into certificated form at the request of the Company, the CREST Member the Bank or any Relevant Person or otherwise, save to the extent that such stock derives from an excluded stock count, and</p> <p>by way of first floating charge</p> <p>(a) all eligible stock held by, or on behalf of or for the account of, the Company in CREST,</p> <p>(b) all and any property, property rights or interest of the Company in, or rights of the Company to, eligible stock in CREST, including (without limitation) interests of the kinds specified in Regulations 25(1)(a) and 25(2)(a) of the Regulations,</p> <p>(c) all and any sums or other benefits due or becoming due to the Company or its nominee by reason of its holding of or entitlement to stock in CREST which at the time of the sums or benefits becoming due was eligible stock in CREST, including, without limitation, sums or benefits due or becoming due by way of repayment, bonus, allotment, dividend, interest, preference, redemption or conversion or accruing or offered in respect of eligible stock in CREST in which the Company has an interest,</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>(d) all and any stock or rights (including property rights), title or interest of the Company or the CREST Member in or any sum or benefit deriving from stock which is no longer in an uncertificated form, whether by reason of the Company or the CREST Member (or any person holding stock for or on behalf of the Company or the CREST Member) having become a former system-member of CREST, or such stock being converted into certificated form at the request of the Company, the CREST Member, the Bank or any Relevant Person or otherwise, save to the extent that such stock derives from an excluded stock account,</p> <p>(e) all and any right, title and interest of the Company in any of the assets or property described in clause 3 1 of the Security Deed,</p> <p>except in each case to the extent that such assets, property, stock, sums or benefits are effectively charged to the Bank by way of fixed charge under the Security Deed</p> <p style="text-align: center;">Part 4</p> <p style="text-align: center;">COVENANTS</p> <p>By clause 5 1 of the Security Deed, the Company has covenanted, inter alia, with the Bank that, except as otherwise expressly agreed in writing by the Bank</p> <p>(a) not to create or permit to subsist any Security Interest (except those contained in the Existing Security Deeds and in the Security Deed) affecting any of the Charged Property,</p> <p>(b) to pay or permit the Bank to pay into the Controlled Accounts any and all sums becoming due to the Company in respect of the Debts or pursuant to any Assured Payment or RTGS Payment received by the Bank for the account of the Company and not to transfer, factor, discount, sell, release, compound, subordinate, defer, or vary the terms of any Debts nor otherwise to deal with the same except by getting in the same in the usual course of trading, and to pay into the Controlled Accounts all money which the Company may receive in respect of Debts (it being agreed that the Company shall not be entitled to withdraw any such money from any such account unless otherwise expressly agreed in writing by the Bank) and, if and whenever the Bank so requires, promptly to execute, at the Company's own cost, a legal assignment to the Bank in terms specified by the Bank of all or any Debts and any Security Interests or documents relating to them or to negotiate the same to the Bank,</p> <p>(c) not to withdraw, or attempt to withdraw, any stock from an Escrow Account unless otherwise expressly agreed in writing by the Bank,</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>(d) not to part with, sell, transfer or otherwise dispose of any part of the Charged Property for the time being the subject of any of the fixed charges created by the Security Deed or any of its right title or interest therein</p> <p>(e) not to part with, sell, transfer or otherwise dispose of any part of the Charged Property for the time being the subject of any of the floating charges created by the Security Deed or any of its right, title or interest therein except in the ordinary course of and for the purposes of the Company's trading activities, and</p> <p>(f) if the Company parts with, sells, transfers or otherwise disposes of any of its right, title and interest in the Charged Property, to collect in the usual course of trading any sum receivable by the Company in respect of such sale, transfer or other disposal and to pay the same to the credit of the Controlled Accounts</p>	

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Particulars of a mortgage or charge

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**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

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**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).

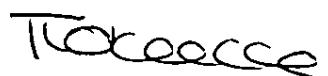
9

**Signature**

Please sign the form here

Signature

Signature

X  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 BC 1-528863444-78-7950723

Company name BARCLAYS BANK PLC

COMPANY REGISTRATIONS TEAM

Address UK BANKING SERVICE CENTRE

PO BOX 299

Post town BIRMINGHAM

County/Region WEST MIDLANDS

Postcode B 1 3 P F

Country ENGLAND

DX

Telephone 0845 300 3971



**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)



## **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. 60**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CREST SECURITY DEED DATED 8  
MARCH 2013 AND CREATED BY NOMURA INTERNATIONAL  
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE  
FROM THE COMPANY TO BARCLAYS BANK PLC 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 28 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 APRIL 2013

P (B)



**Companies House**



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