

MG01
Particulars of a mortgage or charge

220930/13



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

THURSDAY



A06 09/12/2010 54
COMPANIES HOUSE

1 Company details

Company number 0 1 5 5 0 5 0 5

Company name in full Nomura International plc (the "Charging Company")

45 For official use

→ **Filing 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 01 09 11 11 12 10 11 10

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 over cash agreement (the "Security Agreement") dated 19 November
2010 made between the Charging Company and Citibank N A, London Branch
(the "Lender")

4 Amount secured

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

Amount secured Pursuant to clause 2 (Covenant to pay) of the
Security Agreement, the Charging Company covenants
with the Lender to discharge each of the Secured
Obligations on their due date in accordance with
their respective terms. Clause 8.6 (Continuing
security) of the Security Agreement states that
(a) the Security from time to time constituted by
the Security Agreement is a continuing security,
will remain in full force and effect as a
continuing security until released or discharged by
the Lender, and (b) no part of the Security from
time to time constituted by the Security Agreement
will be considered satisfied or discharged by any
intermediate payment, discharge or satisfaction of
the whole or any part of the Secured Obligations.
Capitalised terms are defined in the continuation
pages to this Form MG01

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

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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	Citibank N A , London Branch		
Address	Citigroup Centre, Canada Square		
	Canary Wharf, London		
Postcode	E 1 4 5 L B		
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>See Part II of the continuation pages to this Form MG01 for the short particulars of all the property mortgaged or charged</p> <p>Part III of the attached continuation pages refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Security Agreement and must be read as a part of those charges</p> <p>Capitalised terms are defined in the continuation pages to this Form MG01</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

Part I - Definitions

In this Form MG01, references to clauses, sections and schedules are to clauses, sections and schedules to the Security Agreement unless otherwise specified. In this Form MG01, the following expressions have the following meaning respectively set out below:

"Account" means account number 0012729016 (account name Nomura International Plc) (and any renewal or redesignation thereof)

"Citi Affiliate" means any entity controlled, directly or indirectly, by the Lender, any entity that controls, directly or indirectly, the Lender or any entity, directly or indirectly, under common control with the Lender

"Collateral Rights" means all rights, powers and remedies of the Lender provided by the Security Agreement or by law

"Company Affiliate" means any entity controlled, directly or indirectly, by the Charging Company, any entity that controls, directly or indirectly, the Charging Company or any entity, directly or indirectly, under common control with the Charging Company

"Deposit" means the credit balance from time to time on the Account and all rights, benefits and proceeds in respect of the credit balance and such account

"Receiver" means a receiver, receiver or manager or an administrative receiver as the Lender may specify at any time in the relevant appointment made under the Security Agreement, which terms will include any appointee made under a joint and/or several appointment by the Lender

"Secured Obligations" means all obligations owing to the Lender or any Citi Affiliate by the Charging Company or any Company Affiliate on any account whether present or future, actual or contingent (and whether incurred by the Charging Company or any Company Affiliate alone or jointly, and whether as principal or surety or in some other capacity)

Part II - Particulars of property mortgaged or charged

Pursuant to clause 3.1 (*Charge*), the Charging Company charges the Deposit with full title guarantee and by way of first fixed charge, in favour of the Lender as continuing security for the payment and discharge of all of the Secured Obligations

Pursuant to clause 3.2 (*Release*), upon the Lender being satisfied that the Secured Obligations have been irrevocably paid or discharged in full, and the Lender or Citi Affiliate having no further actual or contingent obligations to make advances or provide other financial accommodation to the Charging Company, any Company Affiliate or any other person, the Lender shall, subject to clause 8.8 (*Avoidance of Payments*), at the request and cost of the Charging Company release all the security granted by the Security Agreement without recourse to, and without any representations or warranties by, the Lender or any of its nominee(s)

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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

Clause 8 8 (*Avoidance of Payments*) states that, notwithstanding clause 3 2 (*Release*) if the Lender considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Charging Company under the Security Agreement and the Security constituted by the Security Agreement shall continue and that amount shall not be considered to have been irrevocably paid

Part III - Covenants and Restrictions

Pursuant to clause 6 5 (*Restrictions*), the Charging Company shall not be entitled to receive, withdraw or otherwise transfer all or any part of the credit balance from time to time on the Account and Deposit

- (a) except with the prior written consent of the Lender, or
- (b) unless there are no remaining Secured Obligations and the security has been discharged in full by the Lender

Pursuant to clause 7 2(c) (*Disposals and Negative pledge*), the Charging Company shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntarily or involuntarily, to sell, transfer or otherwise dispose of the whole or any part of the Deposit and will not create or permit to subsist any security interest on any part of the Deposit or otherwise deal with any part of the Deposit

Pursuant to clause 8 1 (*Collateral Cumulative*), the collateral constituted by the Security Agreement and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Lender and/or any Citi Affiliate may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law No prior security held by the Lender and/or any Citi Affiliate over the whole or any part of the Deposit shall merge into the collateral constituted by the Security Agreement

Clause 8 5 (*Implied Covenants for Title*) states the following

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3 (*Security over the Deposit*)
- (b) It shall be implied in respect of Clause 3 (*Security over the Deposit*) that the Charging Company is charging the Deposit free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment)

Pursuant to clause 8 7 (*Immediate recourse*), the Charging Company waives any right it may have of first requiring the Lender or a Citi Affiliate to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Charging Company under the Security Agreement This waiver applies irrespective of any law or any provision of the Security Agreement to the contrary

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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

- 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 866).

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 870). 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 *Hogem Howell International LLP.* 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 **Andrew Taylor (F3AMT/2352758)**

Company name
**Hogan Lovells International
LLP**

Address **Atlantic House**

Holborn Viaduct

Post town **London**

County/Region

Postcode

E	C	1	A		2	F	G
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Country **United Kingdom**

DX **57** **London Chancery Lane**

Telephone **+44 20 7296 2000**



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. 45**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY OVER CASH
AGREEMENT DATED 19 NOVEMBER 2010 AND CREATED BY
NOMURA INTERNATIONAL PLC FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY OR ANY
COMPANY AFFILIATE TO CITIBANK N.A., LONDON BRANCH
OR ANY CITI AFFILIATE ON ANY ACCOUNT WHATSOEVER
WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 9 DECEMBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 DECEMBER
2010**

DX



Companies House
— for the record —



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