

MG01

Particulars of a mortgage or charge

222201/13



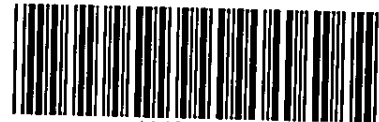
A fee is payable with this form.

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 company. To do this,
use form MG01s

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COMPANIES HOUSE

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uk

1 **Company details**

Company number 0 1 5 5 0 5 0 5

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

4 6 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 d 1 d 6 m 0 m 2 y 2 y 0 y 1 y 1

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 16 February 2011 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 and 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

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 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

See Part II of the continuation pages to this form MG01 for the short particulars of all the property mortgaged or charged

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

Capitalised terms are defined in the continuation pages to this Form MG01

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 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 *Hogan Lovells International 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 **Andrew Taylor (F3AMT/2389930)**

Company name **Hogan Lovells International LLP**

Address **Atlantic House**

Holborn Viaduct

Post town **London**

County/Region

Postcode

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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 mortgage 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

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 (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

"control" means in respect of the Lender or the Charging Company (a "Party"), as the case may be, means the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to cast, or control the casting of, more than 50 per cent of the maximum number of votes that might be cast at a general meeting of a Party, or the holding beneficially of more than 50 per cent of the issued share capital of a Party

"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

"Direct Custodial Services Agreement" means the direct custodial services agreement entered into on 20 September 2010 between NCSN, the Charging Company and the Lender

"Minimum Collateral" means an amount of no less than USD 15,000,000 (or such other amount as may be agreed by the parties in writing from time to time)

"NCSN" means Nomura Clearance and Settlement Nominees Limited

"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 a Secured party under the Direct Custodial Services Agreement whether present or future, actual or contingent (and whether incurred NCSN or the Charging Company on behalf of NCSN as principal or surety or in some other capacity)

"Secured Parties" means each of the Lender and any Citi Affiliate

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 (for the benefit of the Lender and the other Secured Parties) as continuing security for the payment and discharge of all of the Secured Obligations

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars

Pursuant to clause 3 2 (*Release*)

- (a) upon all the Secured Obligations having been irrevocably paid or discharged in full, and no Secured Party having any further actual or contingent obligations to make advances or provide other financial accommodation to the Charging Company, or NCSN which if made or provided, would constitute Secured Obligations, the Lender shall, as principal on its own behalf and as agent on behalf of each other Secured Party, subject to clause 8 8 (*Avoidance of Payments*), at the request and cost of the Charging Company, return the Deposit to the Charging Company to an account notified by it in writing, and 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), and
- (b) subject always to the maintenance of the Minimum Collateral, if at any time the amount of the Deposit exceeds the outstanding amount of the Secured Obligations, the Lender shall, at the request and cost of the Charging Company, return such excess amount of the Deposit to the Charging Company to an account notified by it in writing, and release the security granted by the Security Agreement over such amount of the Deposit

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 created by the Security Agreement has been discharged in full by the Lender

Pursuant to clause 7 2(b) (*Disposals and Negative pledge*), the Charging Company will not, from the date of the Security Agreement and for so long as any security created by the Security Agreement remains in force, enter into a single transaction or a series of transactions (whether related or not) to sell, transfer or otherwise dispose of the whole or any part of the Deposit and will not create 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, in each case, except as contemplated by the Security Agreement or with the prior consent of the Lender

Pursuant to clause 8 1 (*Collateral Cumulative*), the security 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 in respect of 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 security constituted by the Security Agreement

MG01 - continuation page
Particulars of a mortgage or charge

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

- (a) The covenants set out in Sections 3(1) and 3(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.



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. 46

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY OVER CASH
AGREEMENT DATED 16 FEBRUARY 2011 AND CREATED BY
NOMURA INTERNATIONAL PLC FOR SECURING ALL MONIES
DUE OR TO BECOME DUE TO A SECURED PARTY 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 5 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 MARCH 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES