197244 / £13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge

ashurst

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling
Please go to www companie

TUESDAY

A4JVMTAP
A13 10/11/2015 #243
COMPANIES HOUSE

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT for**
You may not use this form t register a charge where the instrument Use form MR08

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☑ You **must** enclose a certified copy of the instrument with this form This will be scanned and placed on the public record **Do not send the original.**

1 Company details

For official use 1 1 6

Company number 1 5 5 0 5 0 5

Company name in full NOMURA INTERNATIONAL PLC ✓

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date ✓ d 0 d 4 m 1 m 1 y 2 y 0 y 1 y 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name ✓ EUROCLEAR BANK SA/NV
1 Boulevard du Roi Albert II, 1210 Brussels, Belgium

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

N/A

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ **Yes**

☑ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☑ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

☑ **Yes**

☐ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X Ashurst LLP X

This form must be signed by a person with an interest in the charge

MR01
Particulars of a 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 The contact information you give will be visible to searchers of the public record

Contact name KBEATO/1/N348 00641/44948954

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 a certified copy of the instrument with this form
- [✓] You have entered the date on which the charge was created
- [✓] You have shown the names of persons entitled to the charge
- [✓] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- [✓] You have given a description in Section 4, if appropriate
- [✓] You have signed the form
- [✓] You have enclosed the correct fee
- [✓] Please do not send the original instrument, it must be a certified copy

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 filed on paper.

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1550505

Charge code: 0155 0505 0116

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th November 2015 and created by NOMURA INTERNATIONAL PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th November 2015.

DX

Given at Companies House, Cardiff on 16th November 2015

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

SUPPLEMENT TO COLLATERAL AGREEMENT GOVERNING SECURED BORROWINGS BY GROUPS OF PARTICIPANTS IN THE EUROCLEAR SYSTEM ("The Nomura Group Supplement by Groups")

Certified as a true copy of the original instrument save for the material redacted pursuant to s 859G of the Companies Act 2006

Ashurst LLP

EUROCLEAR BANK SA/NV
RPM/RPR (Brussels) 0429 875.591
1 Boulevard du Roi Albert II
B-1210 Brussels, Belgium

SUPPLEMENT TO COLLATERAL AGREEMENT GOVERNING SECURED BORROWINGS BY GROUPS OF PARTICIPANTS IN THE EUROCLEAR SYSTEM (the "Nomura Group Supplement by Groups")

AGREEMENT between Nomura International plc, London, Nomura Capital Markets Ltd, London, Nomura Bank International plc, London, companies established under the laws of England and Wales, Nomura Securities Co., Ltd., Tokyo and Nomura Financial Products & Services, Inc., Tokyo, companies established under the laws of Japan (the "Pledgors") and Euroclear Bank.

WHEREAS the parties hereto are parties to a Collateral Agreement Governing Secured Borrowings by Participants in the Euroclear System dated

- For Nomura International plc: 4 April 2008
- For Nomura Capital Markets Ltd: 30 October 2007
- For Nomura Securities Co., Ltd: 26 June 2008
- For Nomura Financial Products & Services, Inc.: 21 November 2012
- For Nomura Bank International plc: 30 March 1988

(the "Collateral Agreement") for the purpose of securing the Borrowings of the Pledgor in relation to its use of the Euroclear System;

WHEREAS the Pledgors also wish to support by Collateral pledged in accordance with the Collateral Agreement Borrowings which are incurred in relation to the use of the Euroclear System by Nomura International plc, London, Nomura Capital Markets Ltd, London, Nomura Bank International plc, London, companies established under the laws of England and Wales and, Nomura Financial Products & Services, Inc., Tokyo and Nomura Securities Co., Ltd., Tokyo, companies established under the laws of Japan (together referred to as the "Related Parties");

NOW THEREFORE the parties hereto hereby agree as follows:

1. Definitions

Section 1 of the Collateral Agreement is amended by editing and including the following defined terms thereto in alphabetical order:

"Related Party Borrowings" means: all Overdrafts, Fixed Term Advances or Securities Borrowing, or any other extension of credit by

Euroclear Bank to the Related Party in whatever form, that relates or results from Related Party's use of the Euroclear System, as well as any fees or accrued interests with respect thereto, now outstanding or which may be outstanding at any time in the future, of Related Party to Euroclear Bank and to any other office of Euroclear Bank in accordance with its terms".

The definition of "Required Lending Value" is hereby supplemented by adding the words "and the Related Party's" after the word "Borrower's" on the fourth line.

Capitalized terms not otherwise defined herein will have the meanings assigned to them in the Collateral Agreement.

2. The Security Interests

Section 2 (a) of the Collateral Agreement is hereby replaced as follows:

"(a) In order to secure the prompt and complete payment when due

(x) of all Borrowings and other obligations, in whatever form, that relate to or result from the Borrower's use of the Euroclear System, now outstanding or which may be outstanding at any time in the future, of the Borrower to Euroclear Bank and to any other office of Euroclear Bank in accordance with their terms and to secure the performance of all obligations of the Borrower hereunder, and

(y) in order to secure the prompt and complete payment when due of all Related Party Borrowings,

the Borrower hereby pledges and grants to Euroclear Bank a security interest in the Collateral, whether now existing or hereafter arising or acquired, and all of the Borrower's right, title and interest in and to the Collateral as well as (i) all amounts of cash, securities and other property or countervalue received or to be received with respect to or in exchange for any and all of the then existing Collateral and which are, or are intended, to be credited to a Pledged Cash Account or a Pledged Securities Account and (ii) to the extent not covered by the foregoing, all proceeds, product, offspring, rents or profits of any or all of the foregoing (whether acquired before or after the commencement of any bankruptcy or liquidation proceeding by or in respect of the Borrower) which are, or are intended, to be credited to a Pledged Cash Account or a Pledged Securities Account."

3. Events of Default

Section 6 (a) of the Collateral Agreement is hereby amended and supplemented by adding "or Related Party, as the case may be," after the word "Borrower" in subparagraphs (i) and (ii).

4. Remedies

Section 7(a) of the Collateral Agreement is hereby amended and supplemented by adding "or Related Party as the case may be," after the words "Borrower" on the first line and the third line.

5. Application of Proceeds and No Discharge

Section 8 of the Collateral Agreement is hereby replaced as follows:

"The proceeds of any sale or other disposition of any part of the Collateral shall be applied by Euroclear Bank in the following order:

first, to payment of the expenses of such sale or other disposition, including reasonable compensation to Euroclear Bank and its agents and counsel, and all expenses, liabilities and advances incurred or made by Euroclear Bank in connection therewith, and any other unreimbursed expenses for which Euroclear Bank is to be reimbursed pursuant to Section 9;

second, to payment of all Borrowings and other obligations of the Borrower, in whatever form, that relate to or result from the Borrower's use of the Euroclear System to any office of Euroclear Bank which shall be due and payable or, as the case may be, to payment of all Related PartyBorrowings until all such obligations have been paid in full; and

finally, to payment to the Borrower, or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

If the proceeds of sale or other disposition of the Collateral are insufficient to pay in full all expenses and obligations described in either clause *first* or *second* above, then (a) Euroclear Bank shall determine in its sole discretion to which of such expenses or obligations (as the case may be) such proceeds shall be applied, and

(b) the Borrower shall remain liable to Euroclear Bank for the deficiency. It is understood that Cash Collateral shall be applied against Borrowings or Related Party Borrowings only to the extent that such Borrowings or Related Party Borrowings would continue to be outstanding after exercise by Euroclear Bank of its rights under Section 16(a) of the Terms and Conditions (or any successor provision)."

6. Termination and Release of Collateral

Section 11 of the Collateral Agreement is hereby replaced as follows:

"The Borrower may, at any time when the Required Lending Value is zero, notify Euroclear Bank of its intention to terminate the Security Interests, and the Security Interests shall terminate upon (a) the receipt by Euroclear Bank of such a notice and (b) the payment by the Borrower and the Related Party of all obligations pursuant to the Collateral Agreement, the Supplement to Collateral Agreement Governing Secured Borrowings by Groups of Participants in the Euroclear System (the "Nomura Group Supplement by Groups") and the General Conditions. After giving such a notice, the Borrower shall not make any further Borrowings if they would cause the Required Lending Value to exceed zero. Upon any such termination of the Security Interests, Euroclear Bank will, at the Borrower's expense, execute and deliver to the Borrower such documents as the Borrower shall reasonably request to evidence such termination."

7. Representations and Warranties

As modified hereby, the Borrower reaffirms as of the date hereof its representations and warranties and covenants made in Section 4 of the Collateral Agreement.

8. Governing laws

This Nomura Group Supplement by Groups shall be governed by and construed in accordance with the laws of Belgium.

9. Effect

This Nomura Group Supplement by Groups constitutes a supplement to and modification of the Collateral Agreement. The Supplement shall become effective upon delivery and approval by Euroclear Bank of an opinion of legal counsel to Pledgor. Except as

supplemented hereby, the provisions of the Collateral Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this to be signed and dated below by the requisite number of their duly authorized representatives.

Date of signature: 4 November, 2015

Nomura International plc

By: _____
Name: STEPHEN ALLERY
Title: AUTHORISED SIGNATORY

By: _____
Name:
Title:

Corporate Seal (if required)

Nomura Capital Markets Ltd

By: _____
Name: ROBERT J. LEVERETT
Title: GENERAL COUNSEL NCM

By: _____
Name:
Title:

Corporate Seal (if required)

Nomura Securities Co., Ltd

By: _____
Name: Kenji Tsuge
Title: Global Treasurer

By: _____
Name:
Title:

Corporate Seal (if required)

Nomura Financial Products & Services, Inc.

By: _____
Name: TOSHIYUKI FUKUSHIMA
Title: Head of Finance Dept.

By: _____
Name:
Title:

Corporate Seal (if required)

Nomura Bank International plc

By: _____
Name: STEPHEN ALLEAY
Title: AUTHORISED SIGNATORY

By: _____
Name:
Title:

Corporate Seal (if required)

Euroclear Bank SA/NV

By:
Name: Gert Kerckhof
Title: Manager

By:
Name: Ive Cryns
Title: Director