

MR04

Statement of satisfaction in full or in part of a charge

You can use the **WebFiling service** to file this form online.
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company.

✗ **What this form is for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage or
charge against a company.
LL MR04.

FRIDAY



on, please
at:
se.gov.uk

1 Company details

Company number 0 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

When was the charge created?

→ **Before 06/04/2013.** Complete **Part A** and **Part C**

→ **On or after 06/04/2013.** Complete **Part B** and **Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date d1 d5 m0 m8 y2 y0 y0 y8 ✓

A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number* 3 8 ✓

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced.

Instrument description Debenture by Nomura International PLC (the
"Chargor") in favour of The Bank of New York (now
known as The Bank of New York Mellon) (the "Bank")
(the "Debenture") ✓

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

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A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

1 The Floating Charge
Under the Debenture, the Chargor as beneficial owner (to the intent that the security so constituted shall be a continuing security in favour of the Bank) charges with the payment and discharge of the Secured Obligations by way of first floating charge, all Securities, Deposits and any other assets now or at any time hereafter belonging to the Chargor and held by, to the order of, for the account or under the control or direction of, the Bank from time to time, under or in connection with the Custody Agreement or the Collateral Management Agreements, together with all dividends, interest and other income and all other rights whatsoever kind deriving from or incidental to any of the foregoing The property, assets and income of the Chargor for the time being charged to the Bank by or pursuant to the Debenture and each and every part thereof are referred to as the "Charged Property"
(See Continuation Sheet)

Continuation page

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

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code. This can be found on the certificate.

Charge code ①

□ □ □ □ - □ □ □ □ - □ □ □ □

① Charge code

This is the unique reference code allocated by the registrar

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Part C To be completed for all charges

C1

Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied.
Please tick the appropriate box.

☒ In full

☐ In part



C2

Details of the person delivering this statement and their interest in the charge

| | |
|---------------------------------|---|
| | Please give the name of the person delivering this statement |
| Name | Mayer Brown International LLP |
| | Please give the address of the person delivering this statement |
| Building name/number | 201 Bishopsgate |
| Street | |
| | |
| Post town | London |
| County/Region | |
| Postcode | E C 2 M 3 A F |
| | Please give the person's interest in the charge (e.g. chargor/chargee etc). |
| Person's interest in the charge | Legal Counsel to The Bank of New York Mellon |
| | (the chargee) |
| | |

C3

Signature

| | |
|-----------|--|
| | Please sign the form here. |
| Signature | Signature X Mayer Brown International LLP X |

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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. The contact information you give will be visible to searchers of the public record.

Contact name Danishe Arshad

Company name Mayer Brown International LLP

Address 201 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 A F

Country United Kingdom

DX

Telephone 020 3130 3063



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.

Part A Charges created before 06/04/2013

- ☒ You have given the charge date.
☒ You have given the charge number (if appropriate)
☒ You have completed the Description of instrument and Short particulars in Sections A3 and A4.

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code.

Part C To be completed for all charges

- ☒ You have ticked the appropriate box in Section C1.
☒ You have given the details of the person delivering this statement in Section C2.
☒ You have signed the form.



Important information

Please note that all information on this form will appear on the public record.



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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A4 Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

2 Restrictions on other securities and disposals

The Chargor shall not at any without the prior written consent or agreement of the Bank create, extend or permit to subsist any mortgage or other fixed security, floating charge, pledge, hypothecation or lien (other than a lien arising by operation of law) or other security interest of any kind over the Charged Property, whether in any such case ranking in priority or pari passu with or after the floating charge created by the Chargor pursuant to the Debenture and referred to in paragraph 1 above

3 Definitions

In this Form 395, the following definitions have the following meanings

"Account(s)" shall mean each account or other deposit for the time being maintained with the Bank by the Chargor under or in connection with the Custody Agreement or the Collateral Agreements, and

"Deposit(s)" shall mean each credit balance from time to time on an Account and all rights, benefits and proceeds in respect thereof, and

"Securities" shall mean at any all securities (and all rights, benefits and proceeds attaching to, arising from, or in respect of such securities)

(a) held by, to the order, for the account or under control or direction of, the Bank, and

(b) held by any clearing system or sub-custodian on behalf of, for the account of or to the order of the Bank,

and in each case for the time being recorded in a securities account maintained with the Bank by the Chargor under or in connection with the Custody Agreement or the Collateral Management Agreements