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in black type, or
bold block lettering

* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[4]

024449⁷⁸

Name of company

* NOMURA OPTION INTERNATIONAL PLC (THE "Chargor")

Date of creation of the charge

29 July 1996

Description of the instrument (if any) creating or evidencing the charge (note 2)

A security Agreement made between the Chargor and Nomura Bank International Plc (the "Bank") dated 29 July 1996 (the "Security Agreement").

Amount secured by the mortgage or charge

Any and all of the present of future, actual or contingent, obligations of the Chargor to the Bank under the Security Agreement or under any agreement (whether made on or before the date of the Security Agreement or at any time thereafter) between the Chargor and the Bank, pursuant to which the bank has made any advance or made available any other banking facility or credit to the Chargor.

Names and addresses of the mortgagees or persons entitled to the charge

NOMURA BANK INTERNATIONAL PLC
Nomura House
1 St. Martin's-le-Grand
London EC1A 4NP

Presentor's name address and
reference (if any):

Clifford Chance
200 Aldersgate Street
London
EC1A 4JJ

GRW/ASH/N1781/674/POC

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

By way of first fixed charge, at any time all the Chargor's right, title and interest in and to all sums of money standing to the credit of any account opened or maintained by the Bank for the Chargor.

NOTE: Clause 6 of the Security Agreement contains an undertaking by the Chargor not at any time during the subsistence of the security constituted by the Security Agreement to create, grant, extend or permit to subsist any mortgage or other fixed security or any floating charge on or over the property charged under the Security Agreement or any part thereof, otherwise than (i) in favour of the Bank, or (ii) with the Bank's prior written consent and in accordance with and subject to any conditions which the Bank may attach to such consent. The foregoing prohibition applies not only to mortgages, other fixed securities and floating charges which rank or purport to rank in point of security in priority to the security constituted by the Security Agreement but also to any mortgages, securities or floating charges which rank or purport to rank *pari passu* with or after the security constituted by the Security Agreement. The Chargor's rights in relation to any sum of money standing to the credit of any account opened or maintained by the Bank for the Chargor shall not be capable of assignment save with the Bank's prior written consent.

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Particulars as to commission allowance or discount (note 3)

NONE

Signed

Clifford Chance

Date

2 August 1996

On behalf of ~~[company]~~ [mortgagee/chargee] †

† delete as appropriate

NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02444970

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 29th JULY 1996 AND CREATED BY NOMURA OPTION INTERNATIONAL PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NOMURA BANK INTERNATIONAL PLC UNDER THE SECURITY AGREEMENT OR UNDER ANY AGREEMENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd AUGUST 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th AUGUST 1996.

A handwritten signature in cursive script, appearing to read 'P. Davies'.

PHIL DAVIES

for the Registrar of Companies

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C-C
and

