

MG01

Particulars of a mortgage or charge



22352/26

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, please use
form MG01s

SATURDAY



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30/07/2011

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COMPANIES HOUSE

For official use

1

Company details

Company number 0 1 5 5 0 5 0 5

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

→ 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 d2 d8 m0 m7 y2 y0 y1 y1

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 Supplemental security deed dated 28 July 2011 (the "Deed") between the Charging Company (as
Participant) and European Central Counterparty Limited (the "Chargee")

4

Amount secured

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

Amount secured The Deed secures the payment or discharge of the Secured Sums

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

See Part II of the attached continuation pages for further details of
the amount secured by the property mortgaged or charged

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	European Central Counterparty Limited
Address	Broadgate West, 1 Snowden Street, London
Postcode	E C 2 A 2 D Q
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>By clause 2 1 (<i>Creation of Security</i>) of the Deed, the Charging Company with full title guarantee charged to the Chargee, as continuing security for the payment or discharge of the Secured Sums, all its rights, title and interest in or to all Interoperating Margin Fund Contributions made now or in the future by the Charging Company to the Chargee (pursuant to the Rules) in the same terms as set out in clause 3 1 (a) to (h) inclusive of the security deed dated 22 May 2009 executed by the Charging Company in favour of the Chargee (the "Principal Security Deed") (see the Form 395 registered at Companies House on 28 May 2009) except that references to "Cash Margin Amounts" and "Collateral" shall be construed to include all such Interoperating Margin Fund Contributions</p> <p>See Part III of the attached continuation pages for further details of all the property mortgaged or charged</p>
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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 870).

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 866). 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

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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 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 (F3/AMT/2406806)**

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

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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

Part I - Definitions and Interpretation

In this Form MG01, references to clauses, sections and schedules are to clauses, sections and schedules to the Deed unless otherwise specified. In this Form MG01, the following expressions shall have the following meanings respectively set out below as defined in the Deed (or by reference to definitions incorporated from the Principal Security Deed) unless otherwise specified.

"Default Notice" has the meaning attributed to it in the Rules in which it is defined as, in relation to a Participant, a default notice issued by the Corporation pursuant to Section 2 of Rule 12.

"Interoperating Margin Fund" has the meaning attributed to it in the Rules in which it is defined as the Fund to which a Participant may be required to contribute under Section 6A of Rule 4 or, as the case may be, the aggregate amount for the time being contributed by all Participants to such fund.

"Interoperating Margin Fund Contribution" has the meaning attributed to it in the Rules in which it is defined as the amount (if any) to be contributed by a Participant to the Interoperating Margin Fund or, as the case may be, the amount for the time being contributed by the Participant to the Interoperating Margin Fund.

"Participation Documents" has the meaning attributed to it in the Principal Security Deed.

"Pledge Agreement" means the pledge agreement made or to be made between the Charging Company and the Chargee pursuant to clause 3 2(b) (*Creation Of Security*) of the Principal Security Deed.

"Rules" means the rules and procedures established by the Chargee which are from time to time in force in relation to Participants in the EuroCCP System.

"Secured Sums" means the obligations, money and liabilities which the Charging Company covenants in clause 2 (*Covenant To Pay Secured Sums*) of the Principal Security Deed to pay or discharge to the Chargee and references to the Secured Sums include references to any of them.

Pursuant to clause 1 (*Interpretation*) of the Deed, except insofar as the context otherwise requires, words and expressions defined in the Principal Security Deed shall have the same meanings in the Deed, and the principles of interpretation set out in the Principal Security Deed shall apply to the Deed.

Part II - Amount secured by the property mortgaged or charged

Pursuant to clause 2 1 (*Covenant To Pay Secured Sums*) of the Principal Security Deed, as incorporated into the Deed by clause 3 1 (*Incorporation of Terms from the Principal Deed*) of the Deed, the Charging Company covenanted with the Chargee that it would duly and

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

punctually pay or discharge to the Chargee all money and liabilities whatsoever now or in the future (whether before or after the service of a Default Notice) due, owing or incurred by the Charging Company to the Chargee (whether solely or jointly, or jointly and severally, with another or others, and whether as principal or surety, and whether actual or contingent, present or future) under or in connection with the Participation Documents and also including (whether before or after any judgment) all interest, costs and other charges whatsoever

Pursuant to clause 2 2 (*Creation of Security*) of the Deed, the charges and mortgages created by clause 2 1 of the Deed shall be in addition to and shall not prejudice (or be prejudiced by) the charges, mortgages and other provisions of the Principal Security Deed which shall continue in full force and effect

Part III - Provisions incorporated into the Deed

Pursuant to clause 3 1 (*Incorporation of Terms from the Principal Deed*) of the Deed, the provisions of clause 2 (*Covenant to pay Secured Sums*), 3 2(a) and 3 3 to 3 7 (*Creation of Security*), 4 (*Accounts*), 5 (*Restriction on Repayment of the Cash Margin Amounts and Cash Contributions*), 6 (*Title Documents and Voting Rights*), 7 (*Additional or Substituted Securities*), 8 (*Representations and Warranties*), 9 (*Collection of Receivables*), 10 (*Negative Pledge and other restrictions*), 11 (*Continuing Security*), 12 (*Payment of Calls*), 13 (*Enforceability*), 14 (*Powers exercisable by EuroCCP*), 15 (*Right of appropriation*), 16 (*Right of Use*), 17 (*Further Assurance*), 18 (*Indemnity*), 19 (*Interest on overdue amounts*), 20 (*Currency Indemnity*), 21 (*Protection of third parties*), 22 (*Protection of EuroCCP*), 23 (*Power of Attorney*), 24 (*Expenses*), 25 (*Stamp Duty and registration fees*), 26 (*Lien*), 27 (*Set-off*), 28 (*Return of Charged Property*), 29 (*Third Party Rights*), 31 (*Forbearance, Severability, Variation*), 32 (*Demands, Notices etc*) and Schedule 2 (*Notice of Charge*) of the Principal Security Deed (see the Form 395 registered at Companies House on 28 May 2009) shall apply as if repeated in full in the Deed, subject to (i) references to "Cash Margin Amounts" and "Collateral" being construed in accordance with clause 2 1 (*Creation of Security*) of the Deed as set out below, (ii) references to "Charged Securities" being construed to mean Securities charged or mortgaged by clause 2 1 of the Deed, (iii) references to "Charged Property" being construed to mean all cash, securities and other property charged or mortgaged by clause 2 1 of the Deed, (iv) the reference in the proviso to clause 13 1 to "this Deed and the Pledge Agreement" being construed to mean the Principal Security Deed, the Deed and the Pledge Agreement, (v) references to "Participation Documents" being construed to include the Deed, (vi) references to "this Deed" being construed to mean the Deed, (vii) and with any other necessary consequential charges being made



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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. 47

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY DEED
DATED 28 JULY 2011 AND CREATED BY NOMURA
INTERNATIONAL PLC FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO EUROPEAN CENTRAL
COUNTERPARTY LIMITED 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 30 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 AUGUST 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES