

234277/13

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

MR01

Particulars of a charge



Companies House

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

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 charge created or evidenced by an instrument

What this form is NOT for
You may not use this form to register a charge where there is no instrument Use form MR08

For further information, please refer to our guidance at www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration 21 days beginning with the day after the date of creation of the cl delivered outside of the 21 days it will be rejected unless it is acco court order extending the time for delivery

You must enclose a certified copy of the instrument with this form scanned and placed on the public record

THURSDAY



A26 *A3ZLA013* 22/01/2015 #306

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

101 for official use

→ Filing 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 d₁ 1 d₂ 2 m₀ 0 m₁ 1 y₂ 2 y₀ 0 y₁ 1 y₅ 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 J P Morgan Securities plc

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	Description Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description		
5	Fixed charge or fixed security Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

MRO1

Particulars of a charge

Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Daniel Hunter**

Company name **Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region

Postcode **E 1 6 A D**

Country **United Kingdom**

DX

Telephone **020 3088 0000**

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

MR01
Particulars of a charge

8

Trustee statement [Ⓢ]

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

[Ⓢ] This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Allen & Overy LLP* X

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 1550505

Charge code: 0155 0505 0101

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th January 2015 and created by NOMURA INTERNATIONAL PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd January 2015

9

Given at Companies House, Cardiff on 26th January 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

SECURITY AGREEMENT
(ASSIGNMENT OF RECEIVABLES)

DATED 12 ~~DECEMBER 2014~~ ^{JANUARY 2015}

BETWEEN

NOMURA INTERNATIONAL PLC

and

J.P. MORGAN SECURITIES PLC

Except for material redacted pursuant to s 859G of the Companies Act 2006, I certify that this is a true and correct copy of the original document.

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AO
www.allenoverly.com

Allen & Overy
21/01/2015.

ALLEN & OVERY

Allen & Overy LLP

CONTENTS

Clause	Page
1. Interpretation...	1
2. Creation of Security	3
3. Restrictions on dealings	3
4. Representations	3
5. Dating and Use of Loan Transfer Certificate Upon Elevation	4
6. Notices	4
7. When Security becomes enforceable.....	4
8. Enforcement of Security	5
9. Application of proceeds.	5
10. Expenses	6
11. Delegation...	6
12. Further assurances.	6
13. Power of attorney...	6
14. Miscellaneous	7
15. Release.. . . .	7
16. Governing law.....	7

Signatories

THIS DEED is dated 12 ~~December 2014~~ ^{January 2015} and is made BETWEEN:

- (1) NOMURA INTERNATIONAL PLC of 1 Angel Lane London EC4R 3AB (the **Chargor**); and
- (2) J.P. MORGAN SECURITIES PLC (the **Chargee**)

BACKGROUND:

- (A) The **Chargor** enters into this Deed in connection with the Participation Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1. INTERPRETATION

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Assigned Receivable means the principal sum of EUR 80,000,000 owed to the **Chargor** in its capacity as a Lender under the Loan Agreement and all interest, fees and other amounts payable to the **Chargor** in its capacity as a Lender under the Loan Agreement

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London, Lisbon and Amsterdam and which is a TARGET Day.

Elevation Event means either of the events below.

- (a) the occurrence of an event set out in section 5(a)(vii) (Bankruptcy) of the 1992 ISDA Master Agreement (Multicurrency – Cross Border) published by International Swaps and Derivatives Association, Inc., occurs with respect to the **Chargor**; or
- (b) the **Chargor** (in its capacity as grantor under the Participation Agreement) does not pay by 4:30 p.m. (London time) on the due date any amount payable by it to the **Chargee** (in its capacity as participant under the Participation Agreement) at the place at and in the currency in which it is expressed to be payable, subject to any applicable grace period pursuant to the terms of the Participation Agreement.

Lender means:

- (a) the **Chargor** and Nomura European Investment Limited, each as the original lenders pursuant to the Loan Agreement, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Loan Agreement in accordance with the terms thereof,

which in each case has not ceased to be a Lender in accordance with the terms of the Loan Agreement.

Loan Agreement means the EUR 200,000,000 facility agreement dated 24 December 2013 (as amended pursuant to an amendment agreement dated 13 February 2014 and as amended and restated pursuant to an amendment and restatement agreement dated on or about the date of this Deed)

Loan Transfer Certificate means a certificate substantially in the form set out in Schedule 6 (*Form of Transfer Certificate*) to the Loan Agreement or any other form agreed between the Chargor (in its capacity as facility agent pursuant to the Loan Agreement) and the borrower thereunder, with details populated of the Chargor as the Existing Lender (as defined therein).

Participation Agreement means the funded participation agreement dated on or about the date of this Deed between the Chargor (in its capacity as grantor under the Participation Agreement) and the Chargee (in its capacity as participant under the Participation Agreement) relating to the Loan Agreement, including the agreed terms evidenced by the confirmation dated on or about the date of this Deed between the Chargor (as Seller) and the Chargee (as Buyer) relating to the Loan Agreement.

Party means a party to this Deed.

Perfection Requirements means any and all registrations, filings, notices and other actions and steps required to be made in any jurisdiction in order to perfect the security created, or purported to be created, by this Deed and to achieve a first ranking security interest.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Chargee under the Participation Agreement or this Deed.

Security means any Security Interest created, evidenced or conferred by or under this Deed

Security Assets means all assets of the Chargor described in Clause 2.2 (Assigned Receivables)

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

TARGET Day means any day on which TARGET2 is open for the settlement of payments in euro.

TARGET2 means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

1.2 Construction

- (a) The provisions of clause 1.2 (Construction) of the Participation Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Participation Agreement will be construed as references to this Deed.
- (b) (i) The Participation Agreement or other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to the Participation Agreement or other agreement or instrument;
- (ii) the term **this Security** means any security created by this Deed; and
- (iii) **assets** includes present and future properties, revenues and rights of every description.

- (c) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (d) If the Chargee reasonably considers that an amount paid to it under the Participation Agreement is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (e) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of that Security Asset.

2. CREATION OF SECURITY

2.1 General

All the security created under this Deed:

- (a) is created in favour of the Chargee;
- (b) is created over present and future assets of the Chargor comprising Security Assets;
- (c) is security for the payment, discharge and performance of all the Secured Liabilities; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Assigned Receivables

The Chargor assigns to the Chargee by way of security, all of its present and future rights as Lender:

- (a) in respect of the Assigned Receivables; and
- (b) under the Loan Agreement.

3. RESTRICTIONS ON DEALINGS

The Chargor must not:

- (a) create or permit to subsist any Security Interest on any Security Asset; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

other than pursuant to this Deed or the Participation Agreement

4. REPRESENTATIONS

4.1 Nature of security

The Chargor represents and warrants to the Chargee that:

- (a) it is the sole legal and beneficial owner of the Assigned Receivables;
- (b) the Assigned Receivables are free of any Security Interests (except those created by or under this Deed) and any other rights or interests in favour of third parties;

- (c) it is not aware of any circumstances which would render this Deed ineffective to create the security interest in respect of the Security Assets that it purports to create, and
- (d) it is not aware of any circumstances (subject to the Perfection Requirements) that would prevent the Chargee from enforcing the Security, in each case in accordance with the provisions of this Deed and applicable laws and regulations

4.2 Times for making representations

The representations and warranties set out in this Deed (including in this Clause) are made by the Chargor on the date of this Deed.

5. DATING AND USE OF LOAN TRANSFER CERTIFICATE UPON ELEVATION

The Chargor and the Chargee acknowledge and agree that:

- (a) on the date of this Deed the Chargor (in its capacity as grantor under the Participation Agreement) and the Chargee (in its capacity as participant pursuant to the Participation Agreement) shall execute, but shall not date, the Loan Transfer Certificate (the **Undated LTC**);
- (b) the Chargee may retain the Undated LTC from the date of this Deed until the end of the Security Period, at which time, the Undated LTC shall be destroyed;
- (c) prior to the occurrence of an Elevation Event, the Chargee may not insert a date, amend or in any way use the Undated LTC, and
- (d) upon the occurrence of an Elevation Event, the Chargee may enforce the Security by inserting a date into the Undated LTC and using it as a Transfer Certificate (as defined in the Loan Agreement) to exercise its rights in accordance with clause 19 (Elevation) of the Participation Agreement.

6. NOTICES

- (a) The Chargee shall not notify the borrower in respect of the Assigned Receivable of this Deed or this Security prior to the occurrence of an Elevation Event.
- (b) Following an Elevation Event, the Chargee may serve a notice of assignment on the borrower in respect of the Assigned Receivable.

7. WHEN SECURITY BECOMES ENFORCEABLE

7.1 Elevation Event

This Security will become immediately enforceable if an Elevation Event occurs

7.2 Discretion

After this Security has become enforceable, the Chargee may in its absolute discretion enforce all or any part of this Security in any manner it sees fit, including without limitation completion and delivery to the Facility Agent (as defined in the Loan Agreement) of the instruments of transfer referred to in Clause 5 (Dating and Use of Loan Transfer Certificate Upon Elevation) The Chargee undertakes to the Chargor that it shall not complete or deliver such instruments prior to this Security becoming enforceable

8. ENFORCEMENT OF SECURITY

8.1 General

Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

8.2 Privileges

The Chargee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

8.3 Protection of third parties

No person (including a purchaser) dealing with the Chargee or its agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Chargee is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Participation Agreement; or
- (d) how any money paid to the Chargee is to be applied.

8.4 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Chargee may
 - (i) redeem any prior Security Interest against any Security Asset; and/or
 - (ii) procure the transfer of that Security Asset to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- (b) The Chargor must pay to the Chargee, immediately on demand, the costs and expenses incurred by the Chargee in connection with any such redemption and/or transfer, including the payment of any principal or interest.

9. APPLICATION OF PROCEEDS

Any moneys received by the Chargee after this Security has become enforceable must be applied in the following order of priority

- (a) in or towards payment of or provision for all costs and expenses incurred by the Chargee under or in connection with this Deed,
- (b) in or towards payment of or provision for the Secured Liabilities; and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it.

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of the Chargee to recover any shortfall from the Chargor.

10. EXPENSES

The Chargor must promptly on demand pay all costs and expenses (including legal fees) incurred in connection with the enforcement of the Security constituted by this Deed.

11. DELEGATION

11.1 Power of Attorney

Following the occurrence of an Elevation Event, the Chargee may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed

11.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Chargee may think fit.

11.3 Liability

The Chargee will not be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

12. FURTHER ASSURANCES

The Chargor must, at its own expense, take whatever action the Chargee may require for:

- (a) creating, perfecting or protecting any security intended to be created by or pursuant to this Deed; or
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Chargee or any of its delegates or sub-delegates in respect of any Security Asset

This includes:

- (i) the execution of any transfer whether to the Chargee or to its nominee; and
- (ii) the giving of any notice, the making of any filing or registration,

which, in any such case, the Chargee may think expedient.

13. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Chargee and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause

14. MISCELLANEOUS

14.1 New Accounts

- (a) If any subsequent charge or other security interest affects any Security Asset, the Chargee may open a new account with the Chargor.
- (b) If the Chargee does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to the Chargee will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

15. RELEASE

At the end of the Security Period, the Chargee must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release its Security Assets from this Security.

16. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS DEED has been entered into and executed as a deed by the Chargor with the intention that it be delivered on the date stated at the beginning of this deed.

SIGNATORIES

Chargor

EXECUTED AS A DEED by
NOMURA INTERNATIONAL PLC
acting by

) [REDACTED]
)
)

Ehsan Hameed
Authorised Signatory
Nomura International PLC

Director

In the presence of:

Witness's signature: [REDACTED]

Name: *Mike Henry*

Address: *1 Angel Lane,
London
ECLR 3AB*

Chargee

J.P. MORGAN SECURITIES PLC

By:

SIGNATORIES

Chargor

EXECUTED AS A DEED by)
NOMURA INTERNATIONAL PLC)
acting by)

Director

In the presence of:

Witness's signature:

Name:

Address:

Chargee

J.P. MORGAN SECURITIES PLC

By:

[REDACTED]

ALVARO BARRANIDA MOLINA
EXECUTIVE DIRECTOR