

# MR01

## Particulars of a charge

Laserform

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


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Please go to [www.companieshouse.gov.uk](http://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 MR0

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)  
COMPANIES HOUSE

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 the form is 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. It must be scanned and placed on the public record. **Do not send the original**

WEDNESDAY

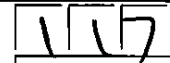


LD6 \*L4ME37HK\* 16/12/2015 #54

### 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 date

Charge creation date d1 d1 m1 m2 y2 y0 y1 y5

### 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 NOMURA BANK INTERNATIONAL PLC (and its successors  
in title, permitted assigns and permitted

Name transferees)

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

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### 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

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 <sup>1</sup>

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

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### Signature

Please sign the form here

Signature

Signature

X *Linklaters 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 Emeric Monfront / Youngmi Lee

Company name Linklaters LLP

Address One Silk Street

London

Post town London

County/Region London

Postcode EC2Y 8HQ

Country United Kingdom

DX 10

Telephone 02074565241/02074564398



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 1550505

Charge code: 0155 0505 0117

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2015 and created by NOMURA INTERNATIONAL PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2015.

Given at Companies House, Cardiff on 22nd December 2015



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

SECURITY DEED

dated 11 December 2015

created by

NOMURA INTERNATIONAL PLC

(registration number 01550505)

as the Company

in favour of

NOMURA BANK INTERNATIONAL PLC

as the Secured Party

**Linklaters**

One Silk Street  
London EC2Y 8HQ

Telephone (44-20) 7456 2000  
Facsimile (44-20) 7456 2222

Ref BSAJ/ANDF/EJM

**Certified as a true copy of the original**

except for redactions made in accordance  
with section 859G of the Companies Act 2006

Signed..... Linklaters LLP

Dated..... 16 DECEMBER 2015

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## **THE SCHEDULES**

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THIS DEED is dated 11 December 2015 and made between

- (1) **NOMURA INTERNATIONAL PLC**, a company incorporated in England and Wales whose registered number is 01550505 and whose registered office is located at 1 Angel Lane, London EC4R 3AB (the "**Company**"), and
- (2) **NOMURA BANK INTERNATIONAL PLC**, a company incorporated in England and Wales whose registered number is 01981122 and whose registered office is located at 1 Angel Lane, London EC4R 3AB (the "**Secured Party**")

#### **Background**

- (A) The board of directors of the Company is satisfied that entering into this Deed would be most likely to promote the success of the Company for the benefit of its members as a whole and to the further benefit and advantage of the Company
- (B) The Company has agreed to enter into this Deed to secure payment by the Company of the Secured Liabilities

IT IS AGREED as follows

## **1 DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Deed

**"Delegate"** means a delegate or sub-delegate appointed by the Secured Party or a Receiver in accordance with this Deed

**"Enforcement Event"** means

- (a) the occurrence of an Act of Insolvency with respect to the Company,
- (b) any failure by the Company to pay any amount payable under any Finance Document on its due date for payment in accordance with that Finance Document, or
- (c) any failure by the Company to comply with its obligations under clause 6 (*Margining*) of the Loan Agreement

**"Finance Document"** means

- (a) this Deed,
- (b) the Loan Agreement,
- (c) the Securities Account Pledge Agreement, and
- (d) any other document designated as such by the Secured Party and the Company

**"Insolvency Act"** means the Insolvency Act 1986

**"Law of Property Act"** means the Law of Property Act 1925

**"Loan Agreement"** means the secured uncommitted multicurrency loan agreement dated on or about the date of this Deed between the Company (as borrower) and the Secured Party (as lender)

**"Party"** means a party to this Deed

**"Perfection Requirements"** means

- (a) the registration of this Deed and the Securities Account Pledge Agreement at Companies House, and
- (b) the filing of a duly completed a Form UCC-1 in respect of this Deed in the District of Colombia, United States of America

**"Quasi-Security"** means a transaction under which the Company will

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by it,
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts,
- (d) enter into any repo transaction, equity derivative or synthetic derivative in respect of its assets, or
- (e) enter into any other preferential arrangement having a similar effect

**"Receiver"** means a receiver and manager or other receiver appointed in respect of all or any part of the Security Assets

**"Related Rights"** means, in relation to a Security Asset

- (a) any proceeds of sale, transfer or other disposal, lease, licence, sub-licence, or agreement for sale, transfer or other disposal, lease, licence or sub-licence, of that Security Asset,
- (b) any moneys or proceeds paid or payable deriving from that Security Asset,
- (c) any rights, claims, guarantees, indemnities, Security or covenants for title in relation to that Security Asset,
- (d) any awards or judgments in favour of the Company in relation to that Security Asset, and
- (e) any other assets deriving from, or relating to, that Security Asset

**"Secured Accounts"** means each of the accounts in the name of the Company specified in Schedule 1 (*Secured Accounts*) (as those accounts may be renumbered or re-designated from time to time)

**"Secured Liabilities"** means all present and future liabilities and obligations at any time due, owing or incurred by the Company to the Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,
- (c) any claim for damages or restitution, and



- (d) any claim as a result of any recovery by the Company of a payment, prepayment, repayment, redemption, defeasance or discharge of those liabilities or obligations on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings

**"Security"** means a mortgage, charge, encumbrance, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Security Assets"** means the assets which from time to time are, or expressed to be, the subject of the Security Interests or any part of those assets

**"Security Interests"** means all or any of the Security created or expressed to be created in favour of the Secured Party by or pursuant to this Deed

## **1 2 Incorporation of defined terms**

Unless a contrary indication appears, terms defined in the Loan Agreement have the same meanings in this Deed

## **1 3 Construction**

- (a) Any reference in this Deed to

- (i) the **"Company"**, the **"Secured Party"** or any **"Party"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees, and
- (ii) a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument

- (b) The provisions of clause 1 2 (*Construction*) of the Loan Agreement apply to this Deed

- (c) Clause and Schedule headings are for ease of reference only

- (d) An Enforcement Event is **"continuing"** if it has occurred and has not been waived by the Secured Party

## **2 CREATION OF SECURITY INTERESTS**

### **2 1 Assignment**

The Company, with full title guarantee and as security for the payment of all Secured Liabilities, assigns to the Secured Party by way of security all the Company's present and future right, title and interest from time to time in and to the Secured Accounts, all securities or other assets or balances from time to time held in or standing to the credit of or accrued or accruing on or to those accounts and all Related Rights

### **2 2 Charges**

The Company, with full title guarantee and as security for the payment of all Secured Liabilities, charges in favour of the Secured Party, by way of first fixed charge, all the Company's present and future right, title and interest from time to time in and to the Secured Accounts, all securities

or other assets or balances from time to time held in or standing to the credit of or accrued or accruing on or to those accounts and all Related Rights (to the extent not validly and effectively assigned under Clause 2 1 (*Assignment*))

### **3 RESTRICTIONS AND FURTHER ASSURANCE**

#### **3 1 Negative pledge**

The Company shall not create or permit to subsist any Security or Quasi-Security over any Security Asset other than any Security which is created

- (a) pursuant to this Deed, or
- (b) in favour of any clearing system to which any Security Asset may be subject

#### **3 2 Disposals**

The Company shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, loan, grant any option over, transfer, redeem or otherwise dispose of any Security Asset (including any of its rights in respect thereof), except as permitted by any Finance Document

#### **3 3 Withdrawals**

- (a) The Company shall not make any withdrawal from any Secured Account except as permitted by the Loan Agreement or with the prior written consent of the Secured Party
- (b) Upon any Security Asset being withdrawn from a Secured Account in accordance with paragraph (a) of this Clause 3 3 (*Withdrawals*), that Security Asset shall be automatically released and discharged from the Security Interests

#### **3 4 Dealings in relation to Secured Accounts**

If the Secured Party delivers a notice to the person with whom a Secured Account is maintained which states that an Enforcement Event has occurred, the Company

- (a) shall not exercise its rights in relation to that Secured Account, and
- (b) agrees that the person with whom that Secured Account is maintained shall act solely in accordance with instructions from the Secured Party in relation to that Secured Account

#### **3 5 Further assurance**

The Company shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Secured Party may reasonably specify having regard to the rights and restrictions in the Finance Documents (and in such form as the Secured Party may reasonably require in favour of the Secured Party or its nominee(s))

- (a) to create, perfect, protect or maintain the Security Interests created or expressed to be created by this Deed or for the exercise of any rights, powers and remedies of the Secured Party provided by or pursuant to the Finance Documents or by law, or
- (b) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Interests,

including, without limitation

- (i) the execution and doing of all such deeds, instruments, renunciations, proxies, notices, documents, filings acts and things in such form as the Secured Party may from time to time require,
- (ii) the execution of any transfer, conveyance, assignment or assurance of any asset and the giving of any notice, order or direction and the making of any registration which the Secured Party may reasonably require,
- (iii) causing the Security Assets to be transferred to or registered in the name of the Secured Party or its nominee or otherwise as the Secured Party may direct,
- (iv) delivering any Security Asset to the Secured Party or its nominee or otherwise as the Secured Party may direct, and
- (v) delivering to the Secured Party any applicable consent or other document which may be necessary to effect the transfer of any Security Asset to the Secured Party or as the Secured Party may direct

#### **4 GENERAL UNDERTAKINGS**

##### **4 1 Perfection Requirements**

The Company shall, as soon as is reasonably practicable after the date of this Deed, comply with the Perfection Requirements

##### **4 2 Notices**

On the date of this Deed the Company shall

- (a) give notice (substantially in the form set out in Schedule 3 (*Form of Notice*)) of the Security Interests created by this Deed to each person with whom a Secured Account is maintained, and
- (b) request that each such person promptly signs and returns to the Secured Party the form of acknowledgement requested under those notices

##### **4 3 No other prejudicial conduct**

The Company shall not do, or permit to be done, anything which could prejudice the Security Interests

#### **5 SECURITY ASSETS**

##### **5 1 Voting before enforcement**

At any time prior to the occurrence of an Enforcement Event which is continuing the Company shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Security Asset provided that

- (a) it does so for a purpose not inconsistent with any Finance Document, and
- (b) the exercise of or, as the case may be, the failure to exercise those rights would not have an adverse effect on the value of the relevant Security Asset or the ability of the Secured Party to realise the Security Interests and would not otherwise prejudice the interests of the Secured Party under any Finance Document

## **5 2 Voting after enforcement**

At any time while an Enforcement Event is continuing and the Secured Party has given notice to the Company that it intends to exercise its rights under this Clause 5 2 (*Voting after enforcement*)

- (a) the Secured Party or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Security Asset, and
- (b) the Company shall comply or procure the compliance with any directions of the Secured Party or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Secured Party or the Receiver such forms of proxy as it requires with a view to enabling such person as it selects to exercise those rights

## **5 3 Income**

Any income (whether in the form of cash or non-cash assets) deriving from any Security Asset shall be credited to the Secured Account in which that Security Asset is held

## **5 4 Payment of calls**

- (a) The Company shall promptly pay all calls or other payments in respect of any Security Asset
- (b) If the Company does not comply with paragraph (a) of this Clause 5 4 (*Payment of calls*), the Secured Party may pay that call or other payment on behalf of the Company
- (c) The Company shall immediately upon request by the Secured Party reimburse the Secured Party for any payment made by the Secured Party pursuant to paragraph (b) of this Clause 5 4 (*Payment of calls*)

## **6 REPRESENTATIONS AND WARRANTIES**

The Company makes the representations and warranties set out in this Clause 6 to the Secured Party on the dates specified in Clause 6 4 (*Times when representations made*)

### **6 1 No existing Security**

Except for the Security permitted by Clause 3 1 (*Negative pledge*), no Security exists on or over the Security Assets or any part thereof

### **6 2 Title to Security Assets**

The Company is the sole beneficial owner of the Security Assets

### **6 3 Valid and binding security interest**

Upon the crediting of any assets to the Secured Accounts, the Secured Party will (subject to (a) the registration of this Deed at Companies House, (b) the filing of a duly completed a Form UCC-1 in respect of this Deed in the District of Colombia, United States of America and (c) the giving of the notices required under Clause 4 2 (*Notices*)) have a valid and binding security interest in such assets, and such security interest will have the priority and ranking which it is expressed to have in this Deed

### **6 4 Times when representations made**

The representations and warranties set out in this Clause 6 are made by the Company to the Secured Party on each date on which any Secured Liabilities remain or could become outstanding

## **7 ENFORCEMENT OF SECURITY INTERESTS**

### **7 1 When enforceable**

The Security Interests shall be immediately enforceable on and at any time after the occurrence of an Enforcement Event which is continuing

### **7 2 Enforcement action**

At any time after the Security Interests have become enforceable, the Secured Party may in its absolute discretion enforce all or any part of the Security Interests in any manner it sees fit

### **7 3 Law of Property Act powers**

At any time after the Security Interests have become enforceable, the powers, authorities and discretions conferred by the Law of Property Act on mortgagees, including the power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the Law of Property Act, as varied and extended by this Deed, shall be immediately exercisable

## **8 LAW OF PROPERTY ACT**

### **8 1 Section 101**

The power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the Law of Property Act on mortgagees, as varied and extended by this Deed, shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on the date of this Deed and shall be exercisable in accordance with Clause 7 3 (*Law of Property Act powers*)

### **8 2 Section 103**

Section 103 (*Regulation of exercise of power of sale*) of the Law of Property Act shall not apply to this Deed

### **8 3 Section 93**

Section 93 (*Restriction on consolidation of mortgages*) of the Law of Property Act shall not apply to this Deed

## **9 APPOINTMENT OF RECEIVERS**

### **9 1 Appointment of Receivers**

If

(a) requested by the Company, or

(b) the Security Interests have become enforceable,

without any notice or further notice, the Secured Party may, by deed or otherwise in writing signed by the Secured Party or any person authorised for this purpose by the Secured Party, appoint one or more persons to be a Receiver of all or any part of the Security Assets. The Secured Party may similarly remove any Receiver and appoint any person instead of any Receiver. If the Secured Party appoints more than one person as Receiver, the Secured Party may give those persons power to act either jointly or severally

### **9 2 Agent of Company**

Any Receiver shall be the agent of the Company for all purposes. The Company alone shall be responsible for the Receiver's contracts, engagements, acts, omissions and defaults

### 9 3 **Remuneration of Receivers**

The Secured Party may determine the remuneration of any Receiver and the maximum rate specified in section 109(6) (*Appointment, powers, remuneration and duties of receiver*) of the Law of Property Act shall not apply. The Secured Party may direct payment of that remuneration out of moneys it receives as Receiver. The Company alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

## 10 **RIGHTS AND LIABILITIES OF SECURED PARTY AND RECEIVERS**

### 10 1 **Rights of Receivers**

Any Receiver appointed pursuant to Clause 9 (*Appointment of Receivers*) shall have

- (a) the rights set out in Schedule 2 (*Rights of Receivers*), and
- (b) the rights, powers, privileges and immunities conferred by law, including the rights, powers, privileges and immunities conferred by the Law of Property Act and the Insolvency Act on receivers or receivers and managers.

### 10 2 **Rights of Secured Party**

At any time after the Security Interests have become enforceable, to the fullest extent permitted by law, any rights conferred by any Finance Document or by law upon a Receiver may be exercised by the Secured Party, whether or not the Secured Party shall have appointed a Receiver of all or any part of the Security Assets.

### 10 3 **Delegation**

The Secured Party may delegate in any manner to any person any rights exercisable by the Secured Party under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Secured Party thinks fit and the Secured Party may pass confidential information to any such delegate.

### 10 4 **Financial collateral arrangement**

- (a) To the extent that this Deed constitutes a "financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Financial Collateral Regulations**")) the Secured Party shall have the right, at any time after the Security Interests have become enforceable, to appropriate any Security Asset which constitutes Financial Collateral in such manner as it sees fit in or towards satisfaction of the Secured Liabilities in accordance with the Financial Collateral Regulations.
- (b) If the Secured Party is required to value any equivalent financial collateral or Financial Collateral for the purpose of paragraph (a) above, the value shall be
  - (i) in the case of cash, its face value at the time of appropriation, and
  - (ii) in the case of financial instruments or other Financial Collateral, their market value at the time of appropriation as determined (after appropriation) by the Secured Party by reference to a public index or other applicable generally recognised source or such other process as the Secured Party may select, including a valuation carried out by an independent investment bank, firm of accountants or other valuers appointed by the Secured Party,

as converted, where necessary, into the currency in which the Secured Liabilities are denominated at a market rate of exchange prevailing at the time of appropriation selected by the

Secured Party The Parties agree that the methods of valuation set out in this paragraph (b) are commercially reasonable for the purpose of the Financial Collateral Regulations

**10 5 Possession**

If the Secured Party, any Receiver or any Delegate takes possession of the Security Assets, it may at any time relinquish possession

**10 6 Secured Party's liability**

Neither the Secured Party, any Receiver nor any Delegate shall, either by reason of taking possession of the Security Assets or for any other reason and whether as mortgagee in possession or otherwise, be liable for

- (a) any costs, losses, liabilities or expenses relating to the realisation of any Security Assets, or
- (b) any act or omission of the Secured Party, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Security Assets or in connection with the Finance Documents, unless directly caused by its gross negligence, wilful misconduct or fraud

**11 ORDER OF APPLICATION**

All amounts from time to time received or recovered by the Secured Party or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of the Security Interests shall be applied, to the extent permitted by applicable law, in the following order of priority

- (a) in discharging all costs and expenses incurred by the Secured Party, any Receiver or any Delegate in connection with any realisation or enforcement of the Security Interests or any action taken at the request of the Secured Party under Clause 3 5 (*Further assurance*),
- (b) in or towards the discharge of the Secured Liabilities in accordance with the terms of the Finance Documents,
- (c) if the Company is not under any further actual or contingent liability under any Finance Document, in payment or distribution to any person to whom the Secured Party is obliged to pay or distribute in priority to the Company, and
- (d) the balance, if any, in payment or distribution to the Company

**12 POWER OF ATTORNEY**

**12 1 Appointment**

The Company by way of security irrevocably appoints the Secured Party, each Receiver and each Delegate severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit

- (a) to do anything which the Company is obliged to do under any Finance Document but has failed to do (including to do all such acts or execute all such documents, assignments, transfers, mortgages, charges, notices, instructions, filings and registrations as the Secured Party may reasonably specify (and in such form as the Secured Party may reasonably require in favour of the Secured Party or its nominee(s))), and

- (b) to exercise any of the rights conferred on the Secured Party, any Receiver or any Delegate in relation to the Security Assets or under any Finance Document or under any law

#### **12 2 Ratification**

The Company ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 12 1 (*Appointment*)

### **13 PROTECTION OF THIRD PARTIES**

No purchaser or other person dealing with the Secured Party, any Receiver or its agents shall be concerned to enquire

- (a) whether the powers conferred on the Secured Party, any Receiver or its agents have arisen,
- (b) whether the powers conferred on the Secured Party, any Receiver or its agents have become exercisable,
- (c) whether any consents, regulations, restrictions or directions relating to such powers have been obtained or complied with,
- (d) whether the Secured Party, any Receiver or its agents is acting within such powers,
- (e) whether any money remains due under the Finance Documents and the receipt in writing of the Secured Party, any Receiver or its agents shall be sufficient discharge to that purchaser or other person,
- (f) as to the propriety or validity of acts purporting or intended to be in exercise of any such powers, or
- (g) as to the application of any money paid to the Secured Party, any Receiver or its agents

### **14 SAVING PROVISIONS**

#### **14 1 Continuing Security**

Subject to Clause 15 (*Discharge of Security*), the Security Interests are continuing Security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

#### **14 2 Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of the Company or any security for those obligations or otherwise) is made by the Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation or otherwise, without limitation, then the liability of the Company and the Security Interests will continue or be reinstated as if the discharge, release or arrangement had not occurred

#### **14 3 Waiver of defences**

Neither the obligations of the Company under this Deed nor the Security Interests will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Finance Document or any of the Security Interests (without limitation and whether or not known to it or the Secured Party) including



- (a) any time, waiver or consent granted to, or composition with, the Company or other person,
- (b) the release of the Company or any other person under the terms of any composition or arrangement with any creditor of the Company,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, the Company, or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Company or any other person,
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or Security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or Security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security, or
- (g) any insolvency or similar proceedings

#### **14 4 Company intent**

Without prejudice to the generality of Clause 14 3 (*Waiver of defences*), the Company expressly confirms that it intends that the Security Interests shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for any purpose and any fees, costs and/or expenses associated with any of the foregoing

#### **14 5 Immediate recourse**

The Company waives any right it may have of first requiring the Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Company under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary

#### **14 6 Appropriations**

Until all amounts which may be or become payable by the Company under or in connection with the Finance Documents have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated, the Secured Party (or any trustee or agent on its behalf) may

- (a) refrain from applying or enforcing any other moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Company shall not be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any moneys received from the Company or on account of the Company's liability under this Deed

#### **14 7 Deferral of Company's rights**

Until all amounts which may be or become payable by the Company under or in connection with the Finance Documents have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated and unless the Secured Party otherwise directs, the Company will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under the Finance Documents

- (a) to be indemnified by any person,
- (b) to claim any contribution from any other provider of Security for or guarantor of the Company's obligations under the Finance Documents, and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Party under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents by the Secured Party

If the Company receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Party by the Company under or in connection with the Finance Documents to be repaid in full on trust for the Secured Party and shall promptly pay or transfer the same to the Secured Party or as the Secured Party may direct for application in accordance with Clause 11 (*Order of application*)

#### **14 8 Additional security**

The Security Interests are in addition to and are not in any way prejudiced by any other guarantee or Security now or subsequently held by the Secured Party

#### **14 9 Tacking**

The Secured Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances)

### **15 DISCHARGE OF SECURITY**

#### **15 1 Final redemption**

Subject to Clause 15 2 (*Retention of security*), if the Secured Party is satisfied that all amounts which may be or become payable by the Company under or in connection with the Finance Documents have been irrevocably paid in full and that all facilities which might give rise to Secured Liabilities have terminated, the Secured Party shall at the request and cost of the Company release, reassign or discharge (as appropriate) the Security Assets from the Security Interests, without recourse to, or any representation or warranty by, the Secured Party or any of its nominees

#### **15 2 Retention of security**

If the Secured Party considers that any amount paid or credited to it under any Finance Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid

## **16 COSTS AND EXPENSES**

### **16 1 Expenses**

- (a) The Company shall, within three Business Days of demand, pay to the Secured Party the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by the Secured Party or any Receiver in relation to any Finance Document (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Deed, or any consideration by the Secured Party as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release of any Finance Document and/or any other document referred to in this Deed)
- (b) The costs, losses, liabilities and expenses incurred by the Secured Party referred to in paragraph (a) shall include (without limitation) any transfer, registration or other fees payable in relation to the Security Assets and, on a sale of the Security Assets, any costs associated with such sale including the placing of the Security Assets on an accelerated basis (which shall include brokerage fees charged or incurred by the Secured Party for placing the Security Assets, such fees to be set by reference to prevailing market conditions at the time of placement and the fees charged by or to the Secured Party for similar placings)

## **17 INDEMNITY**

The Company shall, within three Business Days of demand, indemnify the Secured Party and any Receiver against any cost, loss, liability or expense incurred by it or them as a result of

- (a) any breach by the Company of this Deed, or
- (b) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies conferred on it or them by this Deed or otherwise relating to the Security Assets

## **18 PAYMENTS**

### **18 1 Undertaking to pay**

The Company shall pay each of the Secured Liabilities when due in accordance with its terms

### **18 2 Demands**

Any demand for payment made by the Secured Party shall be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them

### **18 3 Payments**

All payments by the Company under this Deed shall be made to such account, with such financial institution and in such other manner as the Secured Party may direct

### **18 4 Continuation of accounts**

- (a) At any time after the Secured Party has received or is deemed to have received notice of any subsequent Security affecting all or any part of the Security Assets, the Secured Party may open a new account in the name of the Company (whether or not it permits any existing account to continue)
- (b) If the Secured Party does not open such a new account, it shall be treated as if it had done so when the relevant notice was received or deemed to have been received and as from that time all payments made by or on behalf of the Company to the Secured Party shall be credited or be

treated as having been credited to the relevant new account and not as having been applied in reduction of the Secured Liabilities as at the time the relevant notice was received or deemed to have been received

**18.5 Contingencies**

If all or any part of the Security Interests are enforced at a time when no amount is due under the Finance Documents but any such amount may or will become due, the Secured Party or the Receiver may pay the proceeds of any recoveries effected by it into a suspense account

**19 REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of the Secured Party, any Receiver or Delegate, any right or remedy under any Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No waiver or election to affirm any of the Finance Documents on the part of the Secured Party, any Receiver or Delegate shall be effective unless in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law.

**20 SEPARATE AND INDEPENDENT OBLIGATIONS**

The Security Interests created by the Company by or in connection with any Finance Document are separate from and independent of the Security created or intended to be created by any other provider of Security by or in connection with any Finance Document.

**21 GOVERNING LAW**

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

**22 ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 22 is for the benefit of the Secured Party only. As a result, the Secured Party shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Party may take concurrent proceedings in any number of jurisdictions.

**This Deed has been delivered on the date stated at the beginning of this Deed.**

**SCHEDULE 1**  
**SECURED ACCOUNTS**

Name of Account NOMURA INTERNATIONAL PLC – OMNIBUS

Agent Citibank N A , Hong Kong

Address 48/F Citibank Tower, Citibank Plaza, 3 Garden Road Central, Hong Kong

Account Number [REDACTED]

Nomura Account ID [REDACTED]

BIC [REDACTED]

Name of Account CITIBANK N AAC NOMURA INTL PLC-SZ

Agent Citibank N A , Hong Kong

Address 48/F Citibank Tower, Citibank Plaza, 3 Garden Road Central, Hong Kong

Account Number [REDACTED]

Nomura Account ID [REDACTED]

BIC [REDACTED]

Name of Account CITIBANK N AAC NOMURA INTL PLC-SH

Agent Citibank N A , Hong Kong

Address 48/F Citibank Tower, Citibank Plaza, 3 Garden Road Central, Hong Kong

Account Number [REDACTED]

Nomura Account ID [REDACTED]

BIC [REDACTED]

Name of Account NOMURA SECURITIES INTERNATIONAL AC NIP PROP AC

Agent Nomura Securities International, Inc

Address Worldwide Plaza, 309 West 49th Street, New York, NY 10019-7316

Account Number [REDACTED]

Nomura Account ID [REDACTED]

BIC [REDACTED]

**SCHEDULE 2**  
**RIGHTS OF RECEIVERS**

Any Receiver appointed pursuant to Clause 9 (*Appointment of Receivers*) shall have the right, either in its own name or in the name of the Company or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person

(a) **Secured Accounts**

to apply, transfer or set-off any or all of the credit balances from time to time on any Secured Account in or towards payment or other satisfaction of all or part of the Secured Liabilities,

(b) **Deal with Security Assets**

to sell, transfer, assign, exchange, lend, licence or otherwise dispose of or realise all or any part of the Security Assets to any person by public offer or auction, tender or private contract or placing and for a consideration of any kind (which may be payable or delivered in one amount or by instalments or deferred),

(c) **Rights of ownership**

to manage and use all or any part of the Security Assets and to exercise and do all such rights and things as the Receiver would be capable of exercising or doing if it were the absolute beneficial owner of all or any part of the Security Assets,

(d) **Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings relating to all or any part of the Security Assets,

(e) **Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or relating to all or any part of the Security Assets,

(f) **Redemption of Security**

to redeem any Security (whether or not having priority to the Security Interests) over all or any part of the Security Assets and to settle the accounts of any person with an interest in all or any part of the Security Assets,

(g) **Delegation**

to delegate in any manner to any person any rights exercisable by the Receiver under any Finance Document and any such delegation may be made upon such terms and conditions (including power to sub-delegate) as it thinks fit, and to pass confidential information to any such delegate,

(h) **Insolvency Act**

to exercise all powers set out in Schedule 1, Schedule B1 to the Insolvency Act as now in force (whether or not in force at the date of exercise) and any powers added to Schedule 1, as the case may be, after the date of this Deed,

(i) **Receipts**

to give a valid receipt for any moneys and do anything which may be necessary or desirable for realising all or any part of Security Assets, and

(j) **Other powers**

to do anything else it may think fit for the realisation of all or any part of the Security Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Finance Document, the Law of Property Act or the Insolvency Act.

**SCHEDULE 3**  
**FORM OF NOTICE**

From        Nomura Bank International plc (the "**Secured Party**") and Nomura International plc (the "**Company**")

To            [●]

Address     [●]

Dated        [●]

Dear Sirs

**Security Deed dated 11 December 2015 between the Company and the Secured Party**  
**(the "Security Deed")**

- 1        We refer to the Security Deed
- 2        We give notice that by an assignment and a charge contained in the Security Deed the Company assigned by way of security to, and charged in favour of, the Secured Party all its present and future right, title and interest from time to time in and to account number [●] (the "**Account**"), including all securities or other assets or balances from time to time held in or standing to the credit of or accrued or accruing on or to the Account and all rights or claims in relation to the Account
- 3        The Company is entitled to exercise its rights in relation to the Account until such time (if any) as you receive a written notice from the Secured Party which states that an Enforcement Event (as defined in the Security Deed) has occurred, whereupon the Company shall cease to be entitled to exercise its rights in relation to the Account and you shall act solely in accordance with instructions from the Secured Party in relation to the Account
- 4        Despite the security referred to above
  - (a)        the Company shall remain liable to perform all its obligations in relation to the Account, and
  - (b)        the Secured Party and any delegate shall not at any time be under any obligation or liability to you under or in respect of the Company's obligations in relation to the Account
- 5        The Company shall not and you agree that the Company shall not, without the prior written consent of the Secured Party
  - (a)        amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any term relating to the Account, or
  - (b)        close the Account
- 6        You are authorised and instructed, without requiring further approval, to provide the Secured Party with such information relating to the Account as it may from time to time request and to send to the Secured Party copies of all notices issued by you in relation to the Account
- 7        This authority and instruction is irrevocable without the prior written consent of the Secured Party
- 8        This notice and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute



arising out of or in connection with this notice (including a dispute relating to the existence, validity or termination of this notice or any non-contractual obligation arising out of or in connection with this notice)

9 Please acknowledge receipt of this notice and confirm that

- (a) you will deal with all assets held in the Account as directed by or pursuant to this notice,
- (b) you have not received any other notice of any assignment of, or security over, the Account or of any interest of any third party in the Account,
- (c) you will not claim or exercise any set-off or counterclaim in respect of the Account, and
- (d) you will comply with the other provisions of this notice,

by signing the acknowledgement on the attached copy of this notice and returning that copy to the Secured Party at [●], marked for the attention of [●]

**The Secured Party**

**The Company**

**NOMURA BANK INTERNATIONAL PLC**

**NOMURA INTERNATIONAL PLC**

By \_\_\_\_\_

By \_\_\_\_\_

Name

Name

Title

Title

We acknowledge receipt of the notice of which this is a copy and confirm each of the matters referred to in paragraphs (a) - (d) of paragraph 9 of the notice

[●]

By \_\_\_\_\_

By \_\_\_\_\_

Name

Name

Title

Title

Dated

Dated

SIGNATURES TO THE SECURITY DEED

The Company

SIGNED as a DEED on behalf of  
NOMURA INTERNATIONAL PLC

By 

Name Andrew Maclean

Title 

In the presence of

By 

Name EVELYN YANG

Title 

The Secured Party

SIGNED as a DEED on behalf of  
NOMURA BANK INTERNATIONAL PLC

By 

Name ZARAH WILSON

Title 

In the presence of

By 

Name EVELYN YANG

Title 