194311/13

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge

IRIS Laserform

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 for**
You cannot use this form to regis particulars of a charge for a Scotl company To do this, please use form MG01s

THURSDAY

A226YDSB
A41 14/02/2013 #66
COMPANIES HOUSE
517

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1 Company details

Company number	0 1 5 5 0 5 0 5
Company name in full	NOMURA INTERNATIONAL PLC (the "Pledgor")

2 Date of creation of charge

Date of creation	d 0 d 6 m 0 m 2 y 2 y 0 y 1 y 3

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

Custody Account Pledge entered into between the Pledgor and Bank of Cyprus Public Company Limited (the "Pledgee") on 6 February 2013 (the "Custody Account Pledge")

4 Amount secured

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

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

Amount secured

Any net payment obligations of Pledgor to the Pledgee falling due pursuant to paragraph 10(c) of the Repurchase Agreement after giving effect to paragraph 10 (Events of Default) of the Repurchase Agreement following the occurrence of a Declared Default (the "Secured Liabilities").

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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	BANK OF CYPRUS PUBLIC COMPANY LIMITED
Address	51 STASSINOS STREET, AYIA PARASKEVI, STROVOLOS,
	P O BOX 21472, NICOSIA, CYPRUS
Postcode	1 5 9 9
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

1 GRANT OF SECURITY

The Pledgor, as security for the Secured Liabilities

(a) has assigned absolutely by way of security with full title guarantee all of its rights, title and interest, present or future, in and to the Cash Collateral Account; and

(b) has charged by way of a first fixed charge all of its rights, title and interest in and to the cash balance in the Cash Collateral Account from time to time,

in favour of the Pledgee

Continued on continuation page

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 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 JAI CHAVDA [N348.00426]

Company name Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111

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

In accordance with Section 860 of the Companies Act 2006

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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

2 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Pledgor has agreed that it will not

(a) create or agree to create or permit to subsist any assignment by way of security, charge, right of set-off, security trust, encumbrance, any other security interest or any other agreement or arrangement having the commercial effect of conferring security over all or any part of the Charged Property (except as arising under the Custody Agreement or any clearing system or settlement system),

(b) sell, transfer, assign, factor or otherwise deal with or dispose of all or any part of the Charged Property or the right to receive or to be paid the same, or agree or attempt to do so; or

(c) withdraw or attempt to withdraw the whole or any part of the Custodian Held Amounts,

except as permitted by the Custody Account Pledge, the Repurchase Agreement or with the prior consent of the Pledgee

3. FURTHER ASSURANCE

Pledgor has agreed that it will, at the Pledgee's expense, take whatever action the Pledgee or a receiver may reasonably require for perfecting or protecting the security intended to be created by this deed, or for facilitating or effecting the realisation of any Charged Property

Defined terms used herein shall have the meaning ascribed to them on the continuation pages

In this form MG01:

"Cash Collateral Account" means the cash account in the name of the Pledgor opened in the books of the Custodian with sort code 400515 and account number 73560311 but excludes any cash account (including any cash account with any affiliate of the Custodian) other than cash accounts set up with a branch of the Custodian

"Charged Property" means all assets of the Pledgor (present or future and of whatever nature) for the time being subject of the security created by the Custody Account Pledge.

Continued on continuation page.

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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

In this form MG01

"Confirmations" means the written confirmations in respect of certain transactions entered into between the Pledgor and the Pledgee pursuant to the Repurchase Agreement as follows

1) Term Repo Transaction referred to in a confirmation dated 11 January 2012 in respect of bonds issued by Caisse d'Amortissement de la Dette Sociale,

2) Repo Term Transaction referred to in a confirmation dated 11 January 2012 (amending and restating the Repo Term Confirmation originally dated 11 August 2011, as amended and restated on 19 August 2011, as amended and restated on 26 October 2011) in respect of bonds issued by the Republic of France;

3) Repo Term Transaction referred to in a confirmation dated 11 January 2012 in respect of bonds issued by Barclays Bank PLC, and

4) Term Repo Transactions referred to in a master confirmation dated 11 January 2012 in respect of bonds issued by the Republic of Ireland

"Custodian" means HSBC Bank PLC

"Custody Agreement" means the custody terms and conditions entered into by the Pledgor and the Custodian dated 6 February 2013, as amended or restated from time to time

"Custodian Held Amounts" means the cash amounts referred to in each of the Confirmations, paid by the Pledgee into the Cash Collateral Account.

"Declared Default" means the occurrence of both of the following events:

(a) an Event of Default in respect of which the Pledgor is the defaulting party (after expiry of any applicable grace or remedy period); and

(b) the failure by the Pledgor to pay when due any amount payable under paragraph 10(c) of the Repurchase Agreement

"Event of Default" means an event of default as defined under the Repurchase Agreement

"Repurchase Agreement" means the Global Master Repurchase Agreement dated 4 July 2010 entered into by the Pledgor and the Pledgee, as amended or restated from time to time.

FILE COPY

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. 57

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CUSTODY ACCOUNT PLEDGE DATED 6 FEBRUARY 2013 AND CREATED BY NOMURA INTERNATIONAL PLC FOR SECURING CUSTODY ACCOUNT PLEDGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 14 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 FEBRUARY 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES