

# MR01

## Particulars of a charge

136887/13

**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.**  
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☒ **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 scanned and placed on the public record. **Do not send the original**



LD6 \*L4ME3710\* 16/12/2015 #56

WEDNESDAY

### 1 Company details

Company number 0 1 5 5 0 5 0 5

Company name in full NOMURA INTERNATIONAL PLC

For official use  
118  
→ **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 d<sub>1</sub> d<sub>1</sub> m<sub>1</sub> m<sub>2</sub> y<sub>2</sub> y<sub>0</sub> y<sub>1</sub> y<sub>5</sub>

### 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

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Particulars of a charge

4

**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 ①**

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

☐

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

9

**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 Salk Street

London

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

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.

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument with this form
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] 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)



L/C

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

Company number: 1550505

Charge code: 0155 0505 0118

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

**SECURITIES ACCOUNT PLEDGE AGREEMENT**  
**(VERTRAG UBER DIE VERPFÄNDUNG EINES WERTPAPIERKONTOS)**

dated 11 December 2015

**Nomura International plc**  
as Pledgor  
and  
**Nomura Bank International plc**  
as Pledgee

**Linklaters**

Linklaters LLP

**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

This ACCOUNT PLEDGE AGREEMENT (the "**Agreement**") is dated 11 December 2015 and entered into 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 "**Pledgor**"), 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 as pledgee (hereinafter referred to as "**Pledgee**")

## Preamble

(A) The Pledgor is the holder of the following securities account

- |     |  |  |
|-----|--|--|
| (1) | Account number                         | [REDACTED]   |
|     | Account bank                           | BNP Paribas Securities Services S C A , Frankfurt Branch (the " <b>Account Bank</b> ") |
|     | Nomura Account ID                      | [REDACTED]   |
|     | BIC                                    | [REDACTED]   |
|     | Address                                | Europa-Allee 12, 60327 Frankfurt am Main, Germany                                      |
|     | Bank sort code ( <i>Bankleitzahl</i> ) | [REDACTED]   |

(the securities account, including any sub-accounts relating thereto, the "**Securities Account**")

- (B) By way of a secured uncommitted multicurrency loan agreement dated 11 December 2015, as amended, modified or supplemented from time to time (the "**Loan Agreement**"), the Pledgee as lender has agreed to make available to the Pledgor as borrower a secured uncommitted multicurrency loan facility in the aggregate amount of up to US\$1,000,000,000
- (C) It is the intention of the Pledgor to secure all claims of the Pledgee under any Finance Document (as defined in the Loan Agreement), by way of a pledge (*Pfandrecht*) over the Securities Account

It is agreed as follows:

Capitalised terms used herein and not otherwise defined shall have the meaning assigned to them in the Loan Agreement

## 1 Constitution of Pledge

The Pledgor hereby offers to pledge to the Pledgee all its present and future rights and claims which it has or will have against the Account Bank in respect of the Securities Account, including, without limitation, all present and future rights and claims in connection with

- (i) any securities entries (*Wertpapiergutschriften*) on the Securities Account,

- (ii) any interest receivables in respect of the securities entries on the Securities Account,
- (iii) each payment and/or delivery claim of the Pledgor against the Account Bank which arises due to, or in connection with, a securities entry on the Securities Account, and
- (iv) any ancillary right and other claim of the Pledgor arising in connection with the Securities Account

(the "Pledged Rights")

The Pledgee hereby accepts the creation of such pledge

The pledge created under this Clause 1 (*Constitution of Pledge*) is hereafter referred to as the "Pledge"

## 2 Secured Claims

2.1 The Pledge shall secure all present and future liabilities and obligations at any time due, owing or incurred by the Pledgor to the Pledgee 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

- 2.1.1 any refinancing, novation, deferral or extension,
- 2.1.2 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 Clause,
- 2.1.3 any claim for damages or restitution, and
- 2.1.4 any claim as a result of any recovery by the Pledgor 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 (collectively, the "Secured Claims")

2.2 The term "Finance Documents" as referred to in Clause 2.1 above shall mean the Finance Documents (as such term is defined in the Loan Agreement), each as extended (including by way of granting any Loan, increasing of any existing Loan or by including new tranches) from time to time. The Pledgor hereby expressly agrees that the provisions of Section 1210 para 1 sentence 2 of the German Civil Code (*Bürgerliches Gesetzbuch*, "BGB") shall not apply to this Agreement

2.3 The Secured Claims shall include, in particular, any claims for the payment of principal, interest, costs, fees and damages based on contract, unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*)

### **3 Rights of the Pledgor**

Subject to Pledgor's rights set out in Clause 4.1 (*Authorisation to dispose*) and the provisions of Clause 4.3 (*Voting*) below, the Pledgor is not entitled to exercise any other rights and powers in respect of the Pledged Rights until the full and final satisfaction of the Secured Claims or a release of the Pledge

### **4 Authorisation to dispose, Voting**

#### **4.1 Authorisation to dispose**

Subject to the provisions of the Loan Agreement (in particular, compliance with the provisions of Clause 6 (*Margining*) of the Loan Agreement), the Pledgor shall be authorised to dispose of any securities and amounts credited to the Securities Account (and to withdraw any such securities and amounts from the Securities Account) unless and until the Pledgee revokes such authorisation

#### **4.2 Revocation of authorisation**

The Pledgee may at any time and in its free discretion revoke the authorisation under Clause 4.1 (*Authorisation to dispose*) above by giving notice to the Pledgor. The Pledgor shall also provide the Account Bank with a copy of such revocation

#### **4.3 Voting**

**4.3.1** Subject to Clause 4.3.2, the Pledgor undertakes to the Pledgee to exercise, or direct the exercise of the voting and other rights attached to any securities credited to the Securities Account only

- (i) for a purpose not inconsistent with any Finance Document, and
- (ii) in a manner that 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 securities or the ability of the Pledgee to realise the Pledge and would not otherwise prejudice the interests of the Pledgee under any Finance Document

**4.3.2** The Pledgor agrees that, after the occurrence of an Enforcement Event and provided that the Pledgee has given notice to the Pledgor that it intends to exercise its rights under this Clause 4.3.2

- (i) the Pledgee shall be entitled to exercise or direct the exercise of the voting and other rights attached to any security credited to the Securities Account (and the Pledgor hereby irrevocably authorises the Pledgee to exercise such rights), and
- (ii) the Pledgor shall comply or procure the compliance with any directions of the Pledgee in respect of the exercise of those rights and shall promptly execute and/or deliver to the Pledgee such forms of proxy or other documents as it requires with a view to enabling the Pledgee to exercise those rights



## 5 Notification to Account Bank

- 5.1 The Pledgor undertakes that it will promptly, however not later than three (3) Business Days after the date of this Agreement, notify the Account Bank of the Pledge created hereunder with respect to the Securities Account held with the Account Bank by delivering a notification letter substantially in the form attached hereto as Annex 1 together with a copy of this Agreement (the "**Account Bank Notification**") by registered mail (*Einschreiben mit Rückschein*). The Pledgor will keep the mail receipt and send a copy of it to the Pledgee
- 5.2 The Pledgor will request that a confirmation of receipt of the Account Bank Notification in form of an acknowledgement by the Account Bank will be delivered to the Pledgee promptly, however not later than ten (10) Business Days after execution of this Agreement
- 5.3 If the Pledgee does not receive a sufficient acknowledgment of the Account Bank within the ten (10) Business Days' period set out in Clause 5.2 (*Notification to Account Bank*) above and/or in any case of urgency, the Pledgee shall be entitled to notify the Account Bank on its behalf of the Pledge by sending the Account Bank Notification and request an acknowledgment on behalf of the Pledgor. The Pledgor hereby irrevocably authorises (*bevollmächtigt*) the Pledgee to so notify the Account Bank. The Pledgor will use its reasonable endeavours to support such request of the Pledgee
- 5.4 The Pledgor further undertakes that it will promptly, however no later than three (3) Business Days after the date of this Agreement, declare to the Account Bank (substantially in the form included in Annex 1) that it waives all rights of confidentiality (*Bankgeheimnis*) in relation to the Securities Account held with the Account Bank and that it instructs and authorises the Account Bank to give to the Pledgee any information requested by it concerning the Securities Account held with the Account Bank. The Pledgor undertakes not to revoke such instruction and authorisation until the Secured Claims have been fully satisfied or the Pledge has been released
- 5.5 The Pledgor undertakes to request that, within 15 (fifteen) Business Days from the date of this Agreement, the Account Bank waives any pledge (or agrees on the contractual subordination of any pledge), right to set-off and right to retention it may have in respect of the Securities Account held with the Account Bank, including any pledge established by operation of its standard terms and conditions (*Allgemeine Geschäftsbedingungen*) and/or its special terms and conditions for securities transactions (*Sonderbedingungen für Wertpapiergeschäfte*), by countersigning and returning a waiver letter in the form of Annex 2 (each, a "**Waiver Letter**") to the Pledgor and to the Pledgee
- 5.6 If the Pledgee has not received a Waiver Letter from the Account Bank within fifteen (15) Business Days from the date of this Agreement, the Pledgor undertakes, upon the request of the Pledgee, to promptly close the Securities Account held with the Account Bank and to transfer all securities and other amounts credited to the Securities Account to a securities account with another account bank pledged in favour of the Pledgee either under this Agreement or upon substantially the same terms as in this Agreement and in respect of which the new account bank has issued a waiver letter substantially in the form of the Waiver Letter
- 5.7 Clause 5.6 above shall not apply if the Account Bank has returned a Waiver Letter substantially in the form set forth in Annex 2 and the only shortcoming consists in the Account Bank not being willing to waive its pledge (or contractually subordinate its pledge) and/or right of set-off and/or right of retention under its standard terms and conditions

(*Allgemeine Geschäftsbedingungen*) and/or its special terms and conditions for securities transactions (*Sonderbedingungen für Wertpapiergeschäfte*) to the extent such pledge and/or right of set-off and/or right of retention secures its claims for fees, cost and expenses related to the Securities Account (held with the Account Bank) only

- 5.8** Clauses 5.5 to 5.7 above do not affect any right which the Pledgee may have under the Finance Documents for reason of the Account Bank not waiving its rights in respect of the Securities Account held with it

## **6 Representations**

The Pledgor hereby represents that

- 6.1** The Pledgor is the sole holder of the Securities Account and the sole owner of any other present Pledged Rights and authorised to dispose of the Pledged Rights without any restrictions and none of the Pledged Rights is either pledged or assigned to any other person and no rights of a third party exist in relation thereto (other than the rights hereby created and any rights of the Account Bank persisting in accordance with Clause 5), the account relationship between the Pledgor and the Account Bank with respect to the Securities Account is governed by German law,
- 6.2** To the best of the Pledgor's knowledge, no litigation, arbitration or administrative proceedings are presently in progress or threaten to become pending which may restrain the Pledgor in respect of the entry into, the performance of or compliance with any of its obligations under this Agreement or the enforcement of the Pledged Rights, and
- 6.3** Upon due notification to the Account Bank, this Agreement will create a valid security interest in the respective Pledged Rights securing the payment of the Secured Claims in favour of the Pledgee

## **7 General Undertakings**

The Pledgor undertakes towards the Pledgee

- 7.1** to refrain from any acts or omissions (other than those expressly permitted under this Agreement) which could impair the rights granted under this Agreement,
- 7.2** to make (at its own costs) all further declarations or to do any further acts which are necessary for the creation or perfection of the Pledge,
- 7.3** to not create or permit to subsist any security over any assets which are subject to the Pledge other than any security created pursuant to, or contemplated by, this Agreement,
- 7.4** to credit any income (whether in the form of cash or non-cash assets) deriving from any security or amount credited to the Securities Account to the Securities Account, and
- 7.5** to pay promptly any calls or other payments in respect of any security credited to the Securities Account and, if the Pledgor fails to make any such payment, to take any steps required to enable the Pledgee to make that payment on behalf of the Pledgor and to reimburse the Pledgee immediately upon request by the Pledgee in respect of any payment made by the Pledgee pursuant to this Clause 7.5

## **8 Information**

### **8.1 Information upon Request**

Promptly upon request of the Pledgee, the Pledgor will provide the Pledgee with all necessary information and proof and will hand over any records and documents relating to the Pledged Rights necessary or expedient to exercise the Pledgee's rights under this Agreement. The Pledgee will treat such information as confidential.

### **8.2 Information on attachment**

The Pledgor will promptly inform the Pledgee in writing if a third party claims or pretends to own any of the Pledged Rights or if the Pledgee's rights under this Agreement are endangered by attachment (*Pfändung*) or if any other circumstances arise which might materially impair the rights of the Pledgee hereunder. In the event of an attachment, the Pledgor will forward to the Pledgee promptly upon receipt a copy of the attachment order (*Pfändungsbeschluss*), any transfer order (*Überweisungsbeschluss*) and all other documents necessary for a defence against the attachment. The Pledgor will promptly inform the attaching creditor (*Pfändungsgläubiger*) or other third party in writing of the Pledgee's rights under the Pledge. All costs and expenses for any measures of intervention requested by the Pledgee will be borne by the Pledgor.

## **9 Enforcement of Pledge**

### **9.1 Enforcement Event**

If the Secured Claims become due and payable in whole or in part (*Pfandreife*) (an "Enforcement Event"), the Pledgee is entitled to enforce the pledge granted to it under this Agreement.

### **9.2 Procedure**

- (i) Upon the occurrence of an Enforcement Event the Pledgee may immediately avail itself of all rights and remedies of a pledgee upon default under the laws of the Federal Republic of Germany, in particular as set forth in §§ 1273 para 2, 1204 et seq. BGB.
- (ii) The Pledgor expressly agrees that, in case the Pledgee seeks enforcement notwithstanding § 1277 BGB, no prior obtaining of an enforceable court order (*vollstreckbarer Titel*) will be required.
- (iii) In deviation from § 1282 para 2 BGB, the Pledgee shall be entitled to dispose in any other way of the Pledged Rights.

### **9.3 Assistance**

The Pledgor will render at its own expense all assistance, which the Pledgee reasonably considers necessary or expedient, in order to facilitate the enforcement of the Pledge in the event the Pledgee seeks the enforcement of the Pledge in accordance with the terms of this Agreement and the statutory provisions.

### **9.4 Application of Proceeds**

The Pledgee will use any proceeds received with regard to the Pledge for the settlement of the Secured Claims. Any amount exceeding the Secured Claims will be paid to the Pledgor upon complete and irrevocable satisfaction of all Secured Claims.

## **10 Expiration**

The Pledge will expire by operation of law when all Secured Claims are fully and finally satisfied and/or discharged. Upon request and at the cost of the Pledgor, the Pledgee Agent will confirm the expiration of the Pledge to the Pledgor as a matter of record.

## **11 Continuation**

### **11.1 Continuing Security**

This Agreement shall create a continuing security and no change or amendment whatsoever in the Loan Agreement or any other Finance Document or any document or agreement relating thereto shall affect the validity of the Pledge nor the obligations which are imposed on the Pledgor pursuant to it. The same applies in case of a temporary expiration of the Secured Claims.

### **11.2 Assignment**

**11.2.1** Any assignment of any of the Secured Claims in whole or in part will, by operation of law, result in a corresponding transfer of the Pledge created hereby or a corresponding portion thereof in whole or in part.

**11.2.2** Waiving § 418 BGB, the parties hereto agree that the security created hereunder shall not be affected by any transfer, novation or assumption of obligations of the Pledgor arising under or in connection with the Loan Agreement and/or any other Finance Documents to, or by, any third party.

## **12 Notices and Communication**

Any notice and other communication under or in connection with the matters contemplated by this Agreement, (other than notifications to the Account Bank in accordance with Clause 5 (*Notification to Account Bank*)) must be made in the English language either in writing (by fax or letter), by electronic mail or attached as an electronic photocopy to electronic mail. Until a change of address has been notified to the other party hereto in writing, any communication under this Agreement must be sent

if directed to the Pledgor, to

Nomura International plc  
One Angel Lane  
London EC4R 3AB  
United Kingdom

Email: [treasuryfundingdesk@uk.nomura.com](mailto:treasuryfundingdesk@uk.nomura.com)

Attention: EMEA Treasurer and Global Co-head of Funding

if directed to the Pledgee, to

Nomura Bank International plc  
One Angel Lane  
London EC4R 3AB  
United Kingdom

Email: [treasuryfundingdesk@uk.nomura.com](mailto:treasuryfundingdesk@uk.nomura.com)

Attention: EMEA Treasurer and Global Co-head of Funding

## **13 Miscellaneous**

### **13.1 Interpretation**

In case of doubt, the meaning of the German expressions used in this Agreement prevails over the meaning of the English expressions to which they relate

### **13.2 Remedies and Waivers**

The Pledgee's failure to exercise, or any delay in exercising of, a right or remedy shall not operate as a waiver thereof. A partial exercise of any right or remedy shall not prevent any further or other exercise thereof or the exercise of any other right or remedy.

Except as otherwise provided herein, the rights and remedies provided in this Agreement are cumulative to, and not exclusive of, any rights or remedies provided by law or any other Finance Document.

### **13.3 Reimbursement of Costs**

The Pledgor undertakes to reimburse the Pledgee on demand for all reasonable costs and expenses including those costs and expenses arising in connection with the taking, holding, protection or enforcement of the Pledge and the exercise of any other rights of the Pledgee incurred by the Pledgee in connection with this Agreement.

### **13.4 Partial Invalidity**

If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the commercial intention of the parties to this Agreement. This shall also apply *mutatis mutandis* to any gaps (*Vertragslücken*) in this Agreement.

### **13.5 Amendments**

Amendments to this Agreement (including this Clause) require the prior written consent of the parties to this Agreement.

### **13.6 Governing Law**

**13.6.1** This Agreement is governed by the laws of the Federal Republic of Germany.

**13.6.2** Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the laws of the Federal Republic of Germany.

### **13.7 Jurisdiction**

The courts of Frankfurt am Main, Germany have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement, but excluding any dispute in relation to the existence, validity or enforceability of the Secured Claims). This Clause 13.7 (*Jurisdiction*) is for the benefit of the Pledgee only. The Pledgee may commence legal proceedings in any other court of competent jurisdiction.

SIGNATURES

NOMURA INTERNATIONAL PLC

(as Pledgor)



Name STEPHEN ZUREK

Title 

NOMURA BANK INTERNATIONAL PLC

(as Pledgee)



Name ZARAH WILLES

Title 

## Annex 1 Form of Account Bank Notification

*[Please print on letterhead of the Pledgor/Bitte auf Briefkopf des Verpfänders ausdrucken]*

To/An *[Please insert address and contact person of Account Bank]*

### Notification of pledge

Dear Sirs,

We hereby notify you in accordance with § 1280 of the German Civil Code (*BGB*) that, pursuant to a securities account pledge agreement dated 11 December 2015 (the "**Account Pledge Agreement**"), a copy of which is attached hereto, we have pledged to Nomura Bank International plc (the "**Bank**") all our present and future rights and claims which we have against you in respect of the following securities account[s] maintained with you

*[Number and description of securities account[s]]*

([together] the "**Securities Account[s]**")

The pledge created under the Account Pledge Agreement include, in particular, but not limited to, all claims for

- (a) any securities entries (*Wertpapiergutschriften*) on the Securities Account[s],
- (b) any interest receivables in respect of the securities entries on the Securities Account[s],
- (c) each payment and/or delivery claim of us against you which arises due to, or in connection with, a securities entry on the Securities Account[s], and
- (d) any ancillary right of us arising in connection with the Securities Account[s]

(the "**Pledged Rights**")

We hereby waive in favour of the Bank all rights

### Verpfandungsanzeige

Sehr geehrte Damen und Herren,

wir zeigen Ihnen hiermit gemäß § 1280 BGB an, dass wir unter dem in Kopie beigefügten Wertpapierkontoverpfandungsvertrag (*Securities Account Pledge Agreement*) vom 11 Dezember 2015 (der "**Kontoverpfandungsvertrag**") sämtliche unserer gegenwärtigen und zukünftigen Rechte und Ansprüche gegen Sie bezüglich des [der] folgenden bei Ihnen geführten Wertpapierkonto [/-en] an Nomura Bank International plc (die "**Bank**") verpfändet haben

*[Nummer und Beschreibung des/der Wertpapierkontos/-en]*

([zusammen] das "**Wertpapierkonto**" [die "**Wertpapierkonten**"])

Von der Verpfändung gemäß dem Kontoverpfandungsvertrag sind insbesondere erfasst

- (a) sämtliche Wertpapiergutschriften auf dem [den] Wertpapierkonto[/-en],
- (b) sämtliche Zinsansprüche in Bezug auf die Wertpapiergutschriften auf dem [den] Wertpapierkonto[/-en],
- (c) jeder unserer Zahlungs- und/oder Lieferansprüche gegen Sie aus oder im Zusammenhang mit einer Wertpapiergutschrift auf dem [den] Wertpapierkonto[/-en], und
- (d) alle Nebenrechte von uns im Zusammenhang mit dem [den] Wertpapierkonto[/-en]

(die "**Verpfändeten Rechte**")

Wir verzichten hiermit im Hinblick auf jedes

of confidentiality, including any rights relating to banking secrecy (*Bankgeheimnis*), in relation to the Securities Account[s] and the Pledged Rights. Therefore, we hereby instruct and authorise you to provide the Bank with any information requested by it concerning the Securities Account[s] and the Pledged Rights.

We hereby kindly ask you to confirm receipt of this notification of pledge by countersigning it and returning it to the Bank with a copy to us.

Yours sincerely,

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Place, Date / Ort, Datum

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Nomura International plc

We hereby confirm that we have received the above notification of pledge.

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Place, Date / Ort, Datum

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[Insert name of Account Bank]

Wertpapierkonto und die Verpfändeten Rechte zugunsten der Bank auf unsere Rechte auf Vertraulichkeit, einschließlich auf Wahrung des Bankgeheimnisses. Deshalb weisen wir Sie an und ermächtigen Sie, der Bank auf ihr Verlangen hin jede gewünschte Information im Hinblick auf das [die] Wertpapierkonto[-en] und die Verpfändeten Rechte zu geben.

Wir bitten Sie, uns die Kenntnisnahme dieser Verpfändungsanzeige dadurch zu bestätigen, dass Sie diesen Brief gegenzeichnen und an die Bank im Original und uns in Kopie übersenden.

Mit freundlichen Grüßen

Wir bestätigen hiermit, dass wir den Inhalt obiger Verpfändungsanzeige zur Kenntnis genommen haben.



## Annex 2 Form of Waiver Request and Waiver Letter

*[Please print on letterhead of the Pledgor/Bitte auf Briefkopf des Verpfänders ausdrucken]*

To/An *[Please insert address and contact person of Account Bank]*

**Waiver [/Subordination] of rights in respect of Securities Account[s]**      **Verzicht auf Rechte [Nachrang von Rechten] in Bezug auf Wertpapierkonto[/en]**

Dear Sirs,

Sehr geehrte Damen und Herren,

As notified to you by way of a separate notification [of this date /dated *[please insert date of notification of pledge]*], pursuant to a securities account pledge agreement dated 11 December 2015, a copy of which is attached hereto (the "**Account Pledge Agreement**"), we have pledged to Nomura Bank International plc (the "**Bank**") all our present and future rights and claims which we have against you in respect of the following securities account[s] maintained with you

wie wir Ihnen in der Mitteilung vom [heutigen Tage/vom *[bitte Datum der Verpfändungsanzeige einfügen]*] angezeigt haben, haben wir an Nomura Bank International plc (die "**Bank**") gemäß einem Wertpapierkontoverpfändungsvertrag vom 11. Dezember 2015 (der "**Kontoverpfändungsvertrag**") unsere sämtlichen Rechte und Ansprüche gegen Sie in Bezug auf das [die] folgenden bei Ihnen unterhaltene[n] Wertpapierkonto [/-en]

*[Number and description of account[s]]*

*[Nummer und Beschreibung des/der Wertpapierkontos/-en]*

([together]the "**Securities Account[s]**"),

([zusammen] das "**Wertpapierkonto**" [die "**Wertpapierkonten**"]),

in particular, but not limited to, all claims for

verpfändet, insbesondere

- (a) any securities entries (*Wertpapiergutschriften*) on the Securities Account[s],
- (b) any interest receivables in respect of the securities entries on the Securities Account[s],
- (c) each payment and/or delivery claim of us against you which arises due to, or in connection with, a securities entry on the Securities Account[s], and
- (d) any ancillary right of us arising in connection with the Securities Account[s]

- (a) sämtliche Wertpapiergutschriften auf dem [den] Wertpapierkonto[/-en],
- (b) sämtliche Zinsansprüche in Bezug auf die Wertpapiergutschriften auf dem [den] Wertpapierkonto[/-en],
- (c) jeden unserer Zahlungs- und/oder Lieferansprüche gegen Sie aus oder im Zusammenhang mit einer Wertpapiergutschrift auf dem [den] Wertpapierkonto[/-en], und
- (d) alle Nebenrechte von uns im Zusammenhang mit dem [den] Wertpapierkonto[/-en]

**(the "Pledged Rights")**

Under the Account Pledge Agreement we are obliged to request that, within 15 Business Days from the date of the Account Pledge Agreement, you waive or, as the case may be, agree on the subordination of any right of pledge and waive any right to set-off or right to retention you may have in respect of the Securities Account[s] and the Pledged Rights by countersigning and returning this letter to us with a copy to the Bank. If the Bank and ourselves have not received a Waiver Letter from you within this period, we may be obliged to close the Securities Account[s] held with you and to transfer all securities booked in the Securities Account[s] to another account not held with you.

We therefore ask you to give the respective waiver/agree to the subordination. For the avoidance of doubt, this shall not affect the operation of current accounts (*Kontokorrentkonten*) in accordance with customary banking practice.

Please return this letter with the declarations therein signed to us with a copy to the Bank.

Yours sincerely,

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Place, Date / Ort, Datum

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Nomura International plc

**(die "Verpfändeten Rechte")**

Nach den Bestimmungen des Kontoverpfändungsvertrages sind wir verpflichtet, Sie zu ersuchen, von Ihnen innerhalb von 15 Bankarbeitstagen ab dem Unterzeichnungsdatum des Kontoverpfändungsvertrages eine Erklärung zu erhalten, dass Sie auf alle Pfandrechte verzichten beziehungsweise deren Nachrangigkeit erklären und auf alle Aufrechnungs- oder Zurückbehaltungsrechte verzichten, die Sie bezüglich des Wertpapierkontos [/der Wertpapierkonten] und die Verpfändeten Rechte haben. Diese Erklärung soll dadurch abgegeben werden, dass Sie diesen Brief gegenzeichnen und uns im Original sowie der Bank in Kopie zurücksenden. Wenn die Bank und wir diese Verzichtserklärung nicht innerhalb des genannten Zeitraumes erhalten, so könnten wir verpflichtet sein, das [/die] Wertpapierkonto [/en], das [/die] wir bei Ihnen halten, zu schließen und alle darauf gebuchten Wertpapiere auf ein Konto zu übertragen, dass nicht bei Ihnen geführt wird.

Wir bitten Sie deshalb, einen entsprechenden Verzicht bzw. einen entsprechenden Nachrang zu erklären. Um Zweifeln vorzubeugen, weisen wir darauf hin, dass dies die bankübliche Führung von Kontokorrentkonten nicht beeinflussen soll.

Bitte senden Sie diesen Brief mit den darin enthaltenen Erklärungen unterschrieben an uns und in Kopie an die Bank.

Mit freundlichen Grüßen

In accordance with the above request, we hereby waive [/subordinate to the pledge granted under the Account Pledge Agreement] any right of pledge and waive any right to set-off or right to retention we may have in respect of the Securities Account[s] and the Pledged Rights

Wir erklären hiermit gemäß obiger Bitte den Verzicht auf alle unsere Pfandrechte [/den Nachrang aller unserer Pfandrechte gegenüber dem gemäß dem Kontoverpfändungsvertrag begründeten Pfandrecht] und den Verzicht auf alle Aufrechnungs- oder Zurückbehaltungsrechte, die wir bezüglich des [/der] Wertpapierkontos [/en] und der Verpfändeten Rechte haben

This letter is governed by the laws of the Federal Republic of Germany

Dieses Schreiben unterliegt dem Recht der Bundesrepublik Deutschland

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Place, Date / Ort, Datum

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[Insert name of Account Bank]