



Registration of a Charge

Company Name: **41 CONSORT HOUSE LTD**

Company Number: **14116346**



XCEI6040

Received for filing in Electronic Format on the: **19/10/2023**

Details of Charge

Date of creation: **19/10/2023**

Charge code: **1411 6346 0003**

Persons entitled: **NOMURA SINGAPORE LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JENNIFER ABEYGOONEWARDANA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14116346

Charge code: 1411 6346 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th October 2023 and created by 41 CONSORT HOUSE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th October 2023 .

Given at Companies House, Cardiff on 24th October 2023

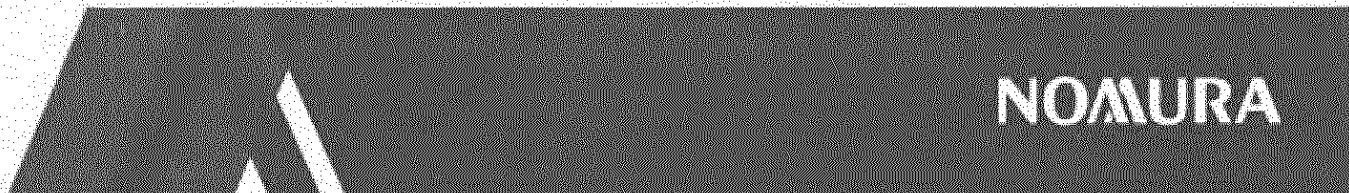
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



DEED OF CHARGE (DIRECT AND/OR THIRD PARTY)

To: **Nomura Singapore Limited**

In consideration of Nomura Singapore Limited (Nomura) at any time and from time to time now or hereafter, for as long as Nomura may think fit:

- (1) making or continuing to make available to me/us and/or to the following:
 - (a) 42 CONSORT HOUSE LTD of S.3.02 126-138 NEW KINGS ROAD LONDON SW6 4LZ UNITED KINGDOM
 - (b) RW SILVERLINE INVESTMENTS LIMITED of UNIT 503 5/FL SILVERCORD TOWER 2 30 CANTON ROAD TSIMSHATSUI, KOWLOON HONG KONG
 - (c) _____ of _____

(I/we together with such person, hereinafter called the "Debtor") and/or to any other person or persons, firm or company in respect of whose liabilities I/we have given or may hereafter give to Nomura a guarantee or indemnity (unless the context requires otherwise, such other person, hereinafter together with the Debtor, called the "Obligor"), credit, banking and trade finance facilities including contingent facilities, facilities for financial transactions, facilities to enter into Contracts (as hereinafter defined) and other banking facilities and accommodation (collectively, the "Facilities", which term includes any part thereof), under, and governed by, Nomura's Standard Client Agreement, Master Agreement for Derivative Transactions (the "Master Agreement"), Securities Borrowing and Lending Agreement, any Facility Letter, any Contracts (as defined below), any other agreement, document or instrument or arrangement between Nomura and the Obligor or applicable to or binding on the Obligor and/or any document evidencing the Facilities or in relation to the Liabilities (as defined below) (all of the foregoing documents and any other documents in connection with or mentioned in any of the foregoing documents (including, without limitation, this Charge and any other Credit Support Document as defined in the Master Agreement), collectively, the "Facilities Documents", which term includes each of the Facilities Documents as from time to time amended, modified, supplemented, replaced or novated); and/or

- (2) entering into or agreeing or having agreed to the Obligor entering into (whether on, before or after the date of this Charge) any Transactions or any other contracts of whatsoever nature with the Obligor (all such Transactions and other contracts, collectively, the "Contracts");

I/we, the undersigned, as beneficial owner, HEREBY AGREE to and do hereby undertake irrevocably and unconditionally to pay and discharge all Liabilities (as defined below) upon demand and HEREBY FURTHER DECLARE AND AGREE that the Specified Collateral (as hereinafter defined) now or at any time from time to time hereafter, charged, pledged, mortgaged, assigned and otherwise secured to and in favour of Nomura is, are and shall be a continuing security for the payment and discharge on demand of all liabilities, actual, future or contingent, which the Obligor may from time to time now or hereafter have with or owe to Nomura (whether solely or jointly (or jointly and severally) and whether as principal or surety or in some other capacity) including those liabilities which are due, owing or outstanding (whether solely or jointly (or jointly and severally) and whether as principal or surety or in some other capacity) under any of the Facilities

Documents (in each case whether such documents are entered into by me/us and/or by any other Obligor), all interest, costs, commissions, financing and other charges and expenses incurred or payable to Nomura under or in connection with the Facilities and/ or any Facilities Document, together with interest thereon to the date of payment and all fees, interest charges, costs and expenses (including legal fees on a full indemnity basis and other professional fees) howsoever incurred by Nomura in connection with enforcing or obtaining payment of any moneys due or liabilities incurred by the Obligor under any Contracts) and owing to Nomura from me/us under this security and/or by the Obligor under any of the Facilities Documents (in each case whether such documents are entered into by me/us and/or by any other Obligor) (collectively the "**Liabilities**" which term includes any part thereof) and I/we HEREBY AGREE that any such interest shall be payable both before and after demand and as well after as before any judgment obtained in respect hereof and that the Specified Collateral shall also stand charged, pledged, mortgaged, assigned and secured for the payment of any such interest.

1. I/We hereby unconditionally and irrevocably:-

- (1) do, and agree to, charge, pledge, mortgage, assign and otherwise create a first fixed security to and in favour of Nomura over:-
 - (a) all my/our present and future accounts (including sub-accounts) now or at any time hereafter opened, maintained and/or held by me/us (or to which I/we am/are beneficially entitled) with Nomura (the "**Accounts**") and all moneys from time to time held to the credit of or earned on any current, deposit or other Accounts (the "**Cash Deposits**");
 - (b) all chattels now or at any time hereafter deposited with, transferred or caused to be transferred to or held by Nomura or its nominees (whether for security, safe custody, collection or otherwise) by me/us or on my/our behalf or otherwise;
 - (c) the full benefit of all Contracts to which I am/we are a party with Nomura or another person as counterparty (in the latter case being Contracts contracted by Nomura on my/our behalf); including all rights arising from or in connection with the Contracts;
 - (d) any other property and assets now or at any time hereafter deposited with, transferred or caused to be transferred to or held by Nomura or its nominees (whether for security, safe custody, collection or otherwise) by me/us or on my/our behalf or otherwise; and
 - (e) all or any of my/our rights or entitlement to the delivery or redelivery of Securities, Equivalent Securities (as defined in Nomura's Securities Borrowing and Lending Agreement), Equivalent SBL Collateral (as defined in Nomura's Securities Borrowing and Lending Agreement), Specified Collateral, or other securities or assets whatsoever pursuant to or in connection with the Contracts, Facilities and/or any agreement as may be entered into between me/us and Nomura from time to time;
- (2) do, and agree to, charge, pledge, mortgage, assign and otherwise create a first fixed security to and in favour of Nomura over all Securities (defined below), which have been or are now or may at any time hereafter be:

- (a) deposited with, transferred or caused to be transferred to or held by Nomura or its nominees (whether for security, safe custody, collection or otherwise) by me/us or on my/our behalf or otherwise;
 - (b) held in or transferred, by electronic means or otherwise, to any of the Account(s), or any account or sub-account of Nomura or its nominees held with any central depository, clearing house or clearing system in relation to any Securities or any Depository Agent (as defined below), agent, depository, sub-delegate, share registrar or other institution authorised by any relevant stock exchange in accordance with its constitution, by-laws, rules and regulations and all applicable laws (collectively, called the "**Depository**") on my/our behalf and/or request or otherwise whether or not in substitution for and/or in addition to any Securities now or hereafter charged hereunder; and
 - (c) held in any Account or any of my/our accounts or sub-account(s) maintained by Nomura or its nominee as a Depository Agent.
- (3) do, and agree to, create a security interest in favour of Nomura over all and any book-entry securities (as defined in Section 81SF of the Securities and Futures Act (defined below) or any scripless Securities held by any clearance system (the "**Scripless Securities**") and/or as may be identified in Form 8 or Form 9 or such other statutory forms of instrument of assignment or instrument of charge as may be prescribed by the Securities and Futures (Central Depository System) Regulations 2015, from time to time, as I/we or any of my/our nominee, agent or attorney (as the case may be) may now or will at any time and from time to time execute in favour of Nomura;
- (4) do, and agree to, charge by way of first fixed charge and/or assign absolutely to and in favour of Nomura all Scripless Securities which are at any time and from time to time held in my/our Sub-Account (as defined below) or (if applicable) transferred from my/our Sub-Account to the sub-account of Nomura with the Depository Agent, and all other scripless securities (including, without limitation, all book-entry Government Securities (as defined in the Government Securities Act defined below) and all other Securities held by any clearance system on my/our behalf or for my/our account or the account of my/our nominee) which are now or may at any time hereafter from time to time be transferred to Nomura or held to Nomura's order or for its benefit;
- (5) declare that the security created under or pursuant to sub-Clauses (2), (3) and (4) above, shall affect and include all rights, moneys or property accruing or offered at any time by way of redemption bonus preference option or otherwise to or in respect of the Charged Securities (as defined below), including, without limitation the Scripless Securities, and/or all the beneficial owner's rights, benefits, title and interest therein vested in Nomura or its nominees pursuant hereto or that are held by Nomura or, as the case may be, another Depository together with all interest and all rights and benefits (including dividends) attaching to or arising out of the same but without any liability whatsoever to Nomura or its nominees in respect thereof, (collectively the "**Accruals**");
- (6) further charge, pledge, mortgage and/or assign and agree to charge, pledge, mortgage and/or assign in favour of Nomura all rights, title, interest, benefits, advantages, permits, licenses and remedies which I/we have in, under or arising out of the Specified Collateral and/or any agreements for the purchase thereof which shall and are hereby assigned to Nomura; and

- (7) do and agree to charge in favour of Nomura with the intent that it shall take effect by way of floating charge and assign absolutely to Nomura all Specified Collateral insofar as the same shall not or may not be already charged (or effectively charged) by way of fixed charge by the preceding provisions of this Clause 1.
2. For the purpose of creating and perfecting the security over the Scripless Securities, I/we undertake that I/we shall procure that all Scripless Securities which are to be the subject of security in Nomura's favour under or pursuant to this Charge shall be credited to my/our sub-account opened and maintained or to be opened and maintained by Nomura as Depository Agent and/or (if so required by Nomura) that I/we shall open a sub-account with such other Depository Agent as Nomura may specify and that I/we shall procure that all Scripless Securities which are to be the subject of security in Nomura's favour under or pursuant to this Charge be credited to my/our Sub-Account. I/We confirm that Nomura and its nominees are and will at all times be authorized to do all things and to execute such documents to give effect to the charges and security interests created pursuant to this Charge and I/we hereby ratify all such acts and execution of such documents. I/We further undertake that (if so required by Nomura) I/we will procure the Depository Agent to execute Form 8 or Form 9 or such other statutory forms of instrument of assignment or instrument of charge as may be prescribed by the Securities and Futures (Central Depository System) Regulations 2015 from time to time, for the purpose of creating, in favour of Nomura, security over all or part of the Scripless Securities or Accruals relating thereto or part thereof in accordance with Section 81SS of the Securities and Futures Act and, in connection therewith, we confirm that each of Nomura (as the chargee/assignee) and the Depository Agent (as my/our agent) is and will at all times be authorised to execute all such form(s) or instruments and to do all acts in relation to the Scripless Securities and Accruals relating thereto. I/We hereby ratify and confirm, and undertake that I/we shall ratify and confirm, all that Nomura (as the chargee/assignee) and/or, where applicable, the Depository Agent (as my/our agent) shall do or cause to be done in respect of such forms or instruments or such Scripless Securities or Accruals relating thereto. I/We hereby further undertake to (if so required by Nomura) sign and deliver to the Depository Agent such notice of assignment and direction in the form of the Schedule (or in such other form as Nomura may require) or such other documents (in blank or otherwise) as Nomura may specify irrevocably authorising the Depository Agent to act in accordance with Nomura's directions in respect of the Scripless Securities held in my/our Sub-Account (including, without limitation, transferring the same or any part thereof from my/our Sub-Account to Nomura's sub-account with the Depository Agent) and procure that the Depository Agent acknowledges such notice in such form as Nomura may specify.
3. In respect of Specified Collateral (other than the Scripless Securities) charged, mortgaged or assigned under this Charge, I/we undertake to deliver to Nomura after execution of this Charge or (as the case may be) on each occasion on which I/we become beneficially entitled to such Specified Collateral the certificates of title to such Specified Collateral and/or such documents as are necessary to conclusively evidence my/our title thereto together with the requisite instruments or documents of transfer thereof duly executed by the registered holder thereof in favour of Nomura or such nominees of Nomura as Nomura has so directed me/us, or otherwise, in blank for Nomura to fill in the name of the transferee thereof.
4. In this Charge, unless the context otherwise requires:-
 - (1) "Charged Securities" means all the Securities comprised in the Specified Collateral;

- (2) "Depository Agent" means such entity(ies), including Nomura, as is/are depository agent(s) of any central depository, clearing house or clearing system or applicable law relating to Securities as Nomura may specify from time to time for the purposes of this Deed;
- (3) "Government Securities Act" means the Government Securities Act, Chapter 121A of Singapore;
- (4) "Securities" means all stocks, shares, Scripless Securities, options, warrants, debentures, securities (including book-entry Government Securities), bonds, certificates of deposit documents, all Accruals in respect of the Securities and all derivatives thereof, and such other marketable securities of any kind whatsoever and/or all the beneficial owner's rights, benefits, title and interests therein or held by the Depository;
- (5) "Securities and Futures Act" means the Securities and Futures Act, Chapter 289 of Singapore;
- (6) "Specified Collateral" means the Cash Deposits, the Securities (including the Scripless Securities and the Accruals) defined and mentioned in, and any and all other assets and property charged, pledged, mortgaged, assigned and otherwise secured to and in favour of Nomura under, Clause 1 above;
- (7) "Transactions" means derivative transactions (including options) that are or will be governed by the Master Agreement, which includes the documents and other confirming evidence exchanged between the parties or issued by Nomura as the case may be, confirming those transactions;
- (8) "Sub-Account" means a sub-account opened by me/us with the Depository Agent (including, if applicable, Nomura) in which any of the Scripless Securities which are or are to be subject to security in Nomura's favour under or pursuant to this Charge are to be credited;
- (9) the expressions "we", "us", "our", the "Obligor" and words of similar import include any one or more of us and "I/we", "me/us" and "my/our"; the "Obligor" and words of similar import include references to individuals, firms, limited liability partnerships, companies and corporations and to respective successors in title and assigns;
- (10) expressions importing the singular number include the plural number and vice versa;
- (11) any reference in this Charge to Nomura's discretion shall be construed to refer to Nomura's sole and absolute discretion, any determination to be made by Nomura or any exercise by Nomura of any rights or entitlement may be made at Nomura's sole and absolute discretion and in every case shall be conclusive and binding on me/us; and the word "includes" or "including" as used in this Charge shall be construed to mean "includes without limitation" or, as the case may be, "including without limitation";
- (12) references to any document (including this Charge) include that document as amended, modified, supplemented, replaced or novated;
- (13) references to statutes include re-enactments and amendments thereof and include any subordinate legislation made under any such statute;
- (14) where we, the undersigned or any other Obligor, comprise more than one person, our or, as the case may be, such other Obligor's, undertakings and obligations set out herein shall be construed as the joint and several undertakings and obligations of each such person, and all references to us, or, as the case may be, such other Obligor, shall where the context so admits also be construed as a reference to any one or more of us or, as the case may be, such other Obligor;

- (15) where we, the undersigned or any other Obligor, are a partnership, references herein to "we", "us", "our" and the "Obligor" shall include all of the persons from time to time and at any time carrying on business in the name of such partnership jointly and severally and notwithstanding any changes in the name of the partnership or any change or changes in the number of partners in such partnership by death, retirement or introduction of a partner or partners or any other change in the constitution of such partnership and the liabilities of all such persons shall continue and be binding on each of us, or, as the case may be, such other Obligor, notwithstanding any such change;
 - (16) where we, the undersigned, comprise of more than one person or are a partnership, Nomura shall be entitled to enforce against any one or more of us or to release any one or more of us from my/our obligations hereunder without thereby affecting Nomura's rights and privileges against me or any other or others of us; and
 - (17) where there are two or more persons who are the "Obligor", for the avoidance of doubt, the security hereby created shall be a continuing security for the payment and discharge on demand of all present or future, actual or contingent liabilities of every such person individually, jointly or otherwise as between such person/persons himself/themselves or collectively, to Nomura and references to the "Obligor" shall include each or some or all such persons, as applicable.
5. I/We hereby or (as the case may be) hereby jointly and severally warrant and undertake on a continuing basis that:-
- (1) I am/we are the sole beneficial owner of the Specified Collateral all of which are my/our own absolute property free from all restrictions, pledges, mortgages, liens, charges, assignments, hypothecations or encumbrances whatsoever and howsoever created or arising and I/we have not entered into any agreement for any of them;
 - (2) I/we have full legal right, power and authority to deliver and/or transfer, execute and create the security over each and any of the Specified Collateral in favour of Nomura;
 - (3) there are no restrictions or prohibitions whatsoever against the creation of the security over each and any of the Charged Securities in favour of Nomura or against the same being transferred to and registered in the name of Nomura or its nominees or against the transfer of Scripless Securities to the sub-account of Nomura with the Depository Agent;
 - (4) Nomura shall have the full discretion and power at any time and from time to time to register the Charged Securities in the name of Nomura and/or its nominees or, if applicable, to transfer Scripless Securities to the sub-account of Nomura with the Depository Agent and I/we authorise Nomura and/or its nominees to do so (in our name or otherwise) accordingly, and I/we will indemnify Nomura and/or its nominees in respect of all charges, fees and other expenses incurred thereby;
 - (5) I/we shall indemnify Nomura and its nominees against any such calls, instalments or other payments as are referred to in Clause 13 hereof and against any liabilities and expenses which Nomura or its nominees may incur by reason of any exercise or non-exercise of any rights attaching or accruing to the Specified Collateral or any of them;
 - (6) I/we will from time to time and at any time upon demand and at my/our own cost take, do and execute all such transfers, powers of attorney, assurances, documents, steps, things and other matters whatsoever for protecting and perfecting the charge of each and any of the Specified Collateral in favour of Nomura and vesting the title to, and/or all interests, rights and benefits in, the Specified Collateral in accordance with the terms hereof in Nomura or its

nominees or any purchaser from Nomura and will indemnify Nomura and/or its nominees in respect of all charges, fees and other expenses incurred thereby;

- (7) I/we will not sell or dispose of or create or permit to be created any pledge, mortgage, lien, charge, assignment, hypothecation or encumbrance whatsoever and howsoever created or arising, and will not enter into any agreement for any of the same in respect of all or any of the Specified Collateral or my/our equity of redemption hereunder and shall procure that none of the same shall in any case or in any manner arise or affect any or all of the Specified Collateral and such equity of redemption;
 - (8) during the subsistence of the security created hereunder, I/we shall not be entitled to demand the withdrawal or release of any of the Specified Collateral nor shall Nomura be under any obligation to transfer, deliver or otherwise release any of the Specified Collateral to me/us or to any other person or party; and
 - (9) (where I am/we are giving this security to secure the liabilities of any other Obligor) my/our liability hereunder shall be that of principal debtor and not merely as surety and shall not be discharged or affected by Nomura varying the terms of any of the Facilities (including, without limitation, increasing the amount, or extending the time for the availability, of any of the Facilities) or by any time, concession, waiver, compromise arrangement or other indulgences which Nomura may grant to or make with the Obligor or any person(s) liable to Nomura in respect of any of the Facilities) or by any act, omission, thing or other means whatsoever which would have released me/us from liability if I/we had been a surety only.
6. Nomura may at any time and from time to time by notice in writing to me/us, convert the floating charge in Clause 1(7) into a specific fixed charge as regards any of the Specified Collateral specified in such notice. Notwithstanding anything to the contrary herein contained, if, at any time, I/we do, or without Nomura's prior consent in writing, attempt or purport to, charge, pledge or otherwise encumber any of the Specified Collateral at such time subject to the floating charge described in Clause 1(7), or if any person levies or attempts to levy any distress, execution or sequestration or other process against any such Specified Collateral, the floating charge herein created over such Specified Collateral the subject thereof shall automatically without notice operate as a fixed charge instantly upon the occurrence of any such event.
 7. Without prejudice to the generality of the security hereby constituted, it is hereby declared that the security hereby created shall constitute a continuing security for the ultimate balance of the Liabilities and all other liabilities and sums which are now or shall at any time and from time to time hereafter be or become owing by the Obligor to Nomura in any manner whatsoever and shall not be considered satisfied by any intermediate payment or satisfaction of the whole or any part of the Liabilities or such other liabilities and sums for the time being owing or any other matter or thing whatsoever and shall be in addition to and shall not be prejudiced or affected by any Specified Collateral or other agreement, security, guarantee, indemnity, right, remedy or lien of whatever nature from time to time held or judgment or order obtained by Nomura for the Facilities and/or the Liabilities nor shall any of such Specified Collateral or other agreement, security, guarantee, indemnity, right, remedy or lien or judgement or order to which Nomura may be otherwise entitled or any of my/our liabilities or those of or any others not parties hereto for the payment and discharge of all or any part of the Liabilities be in any way prejudiced or affected by this Charge.
 8. I/We hereby authorise Nomura to extend or renew the Cash Deposits, as applicable, on my/our behalf from time to time at Nomura's sole discretion and without reference to me/us and I/we confirm that in the event of the extension or renewal of the Cash Deposits, any renewed deposit receipt or other renewed evidence of deposit shall continue to be held by Nomura on the same terms as the original

receipt or other original evidence of deposit and I/we hereby agree that if, pursuant to my/our request(s), Nomura agrees to convert or exchange the currency of the Cash Deposits into any other currency or currencies, I/we shall indemnify Nomura from and against any shortfall, exchange losses, expenses, commission or any liability incurred by Nomura in compliance with such requests. Interest on the Cash Deposits held on deposit shall be payable at such rates and at such times as may be agreed from time to time between myself/ourselves and Nomura, and, in the absence of such agreement, as determined by Nomura having regard to prevailing market rates. All interest earned on the Cash Deposits shall be subject to the security created under or pursuant to Clause 1(1) and shall be included as and form a part of the Specified Collateral under this Charge and unless otherwise agreed in writing by Nomura. I/We shall not be entitled to withdraw or demand the withdrawal or release of such interest nor shall Nomura be under any obligation to transfer, deliver or otherwise release any of such interest to me/us or to any other person or party.

9. Nomura shall have the discretion and power at all times to decide on whether or not and when to proceed with the procuring of the registration of any or all of the Specified Collateral in the name of Nomura or its nominees or, if applicable, the transfer of Scripless Securities from my/our Sub-Account to the sub-account of Nomura with the Depository Agent and all the Specified Collateral shall be continuing security for all liabilities and sums which are now or shall at any time hereafter be or become owing by me/us to Nomura (including without limitation, the Liabilities) in any manner whatsoever whether or not the Specified Collateral have been so registered and notwithstanding that the same may not be registered in the name of Nomura or its nominees or transferred to the sub-account of Nomura with the Depository Agent.
10. If I/we at any time default in complying with any of my/our obligations contained in this Charge, Nomura shall, without prejudice to any other rights arising as a consequence of such default be entitled (but not bound) to make good such default and I/we hereby irrevocably authorise Nomura and its employees and agents by way of security to do all such things necessary or desirable in connection therewith. No exercise by Nomura of its powers under this Clause shall make it liable to account as a mortgagee in possession or otherwise.
11. Nomura shall always have the right and full discretion at any time and from time to time to decide as to whether any or all of the Specified Collateral is/are and/or remain acceptable to Nomura for any purpose hereunder and to request me/us to replace such Specified Collateral with those which are acceptable to Nomura. We agree that Nomura may waive some of its rights or release any part of the Specified Collateral without losing its rights to any remaining Specified Collateral.
12. Notwithstanding any other provisions hereof, all of the Specified Collateral which at any time have been charged hereunder shall constitute and remain continuing security for all liabilities and sums which are now or shall at any time hereafter be or become owing by the Obligor to Nomura (including the Liabilities) in any manner whatsoever. This provision shall not affect the rights of Nomura under Clauses 9 and/or 11 and/or otherwise and Nomura reserves the right to exclude assets from the Specified Collateral at any time at its discretion.
13. I/We undertake during the continuance of the security created hereunder punctually to pay all calls, instalments and other payments that may be or become due in respect of the Charged Securities and in default Nomura may, in its absolute discretion if it thinks fit, make such payments and the same with interest at such rate as Nomura may determine shall be repaid by me/us on demand and shall in the meantime be a charge on the Specified Collateral.
14. If at any time and for any reason, whether within or beyond the control of any party to this Charge, any of the following occurs, such an occurrence shall constitute a Default under this Charge:-

- (1) any Facility Event of Default (as defined in the Facility Letter) or any default, event of default, however described, occurs in relation to the Obligor; and/or
- (2) if any event occurs or circumstances arise including changes in the financial condition, operating environment or management of me/us, any other Obligor, any surety or guarantor or any other person which, in Nomura's opinion, may materially affect my/our or any such other Obligor's ability to perform or comply with any one or more of my/our obligations hereunder or the Obligor's obligations under any of the Facilities Documents,

and upon the occurrence of any such Default, the power of sale and other powers conferred by the Conveyancing Law of Property Act, Chapter 61 of Singapore as varied and extended by this Charge shall be immediately exercisable and Nomura has the right without prior notice to me/us to sell, appropriate, retain, apply or otherwise dispose of the Specified Collateral or any of them as, when and how and for such consideration and on such terms as Nomura shall think fit (including without limitation for the purpose of converting the whole or any part or parts of the Cash Deposits, at my/our expense, into any currency other than the currency in which the same are then held by Nomura) and to apply the net proceeds of the sale and any moneys for the time being in the hands of Nomura in such manner as Nomura shall in its absolute discretion determine and (without prejudice to the generality of the foregoing) Nomura may apply the same in or towards discharge of the moneys and liabilities hereby secured including the Liabilities. Provided always that Nomura shall not be responsible for any loss from or through any brokers or others employed in the sale of any or all of the Specified Collateral or for any loss or depreciation in value of the Specified Collateral arising from or through any cause whatsoever and nothing herein contained shall be construed as imposing an obligation on the part of Nomura to sell or dispose of all or any of the Specified Collateral before instituting proceedings against me/us or any other Obligor, as the case may be, for the recovery of any sums due hereunder. The statutory power of sale and the other statutory powers conferred on mortgagees by the Conveyancing and Law of Property Act, Chapter 61 of Singapore as varied and extended by this Charge may be exercised by Nomura free from the restrictions imposed by Section 25 thereof.

15. This security shall be without prejudice and in addition to any right, remedy or lien to which Nomura may be entitled to or any other security whether by way of mortgage, equitable charge, guarantee or otherwise howsoever now or hereafter held by Nomura for or in respect of the Liabilities and the moneys hereby secured or any part thereof and shall not be discharged or affected by:

- (1) any time, indulgence, concession, waiver or consent at any time given to me/us and/or, any other Obligor or other person;
- (2) any amendment, novation, extension, replacement or supplement of or to any of the Liabilities, any Facilities Documents or any agreement, security, guarantee, indemnity, right, remedy or lien;
- (3) the making or absence of any demand on me/us and/or any other Obligor or other person for performance and/or payment;
- (4) the enforcement or absence of enforcement of any of the Liabilities, any of the Facilities Documents or of any other agreement, security, guarantee, indemnity, right, remedy or lien;
- (5) the taking, variation, compromise, renewal, existence or release of any part of the Specified Collateral;
- (6) the insolvency, winding-up, bankruptcy, amalgamation, reconstruction or reorganisation of any other Obligor or other person (or the commencement of any of the foregoing);

- (7) the illegality, invalidity or unenforceability of or any defect in any provision of any of the Liabilities, any of the Facilities Documents or any other agreement, security, guarantee, indemnity, right, remedy or lien or any of the obligations of any person thereunder whether on grounds of ultra vires, not being in the interests of me/us and/or any other Obligor or person or not having been duly authorised, executed or delivered by me/us and/or any other Obligor or other person; or
 - (8) any other matter or thing whatsoever.
- 16. Nomura may from time to time and at any time waive either unconditionally or on such terms and conditions as it may deem fit any breach by me/us or any other Obligor of any warranties, undertakings, stipulations, terms, conditions and provisions herein contained or in any of the Facilities Documents, the Liabilities or any other obligation owed to Nomura provided always that:
 - (1) no neglect or forbearance of Nomura to require and enforce payment of any moneys hereunder or otherwise owing by me/us or any other Obligor to Nomura or the performance and observance of any obligations, undertakings, stipulations, terms, conditions and provisions, nor any time or other indulgence which may be given to me/us or any other Obligor shall in any way prejudice or affect any of the rights, powers or remedies of Nomura at any time afterwards to act strictly in accordance with the provisions hereof; and
 - (2) no such waiver of any such breach as foresaid shall prejudice the rights of Nomura in respect of any other or subsequent breach of any of the warranties, obligations, undertakings, stipulations, terms, conditions and provisions aforesaid.
- 17. In addition to any lien, right of set-off or other right which Nomura may have, Nomura shall be entitled at any time and without notice to me/us to combine and/or consolidate all or any of my/our Accounts and liabilities (notwithstanding that any fixed deposit has not matured) with Nomura or set-off or appropriate or transfer all or such part of the Cash Deposits (whether or not matured) in or towards the satisfaction of the Liabilities and any of my/our obligations and liabilities to Nomura for which I/we am/are liable, whether as surety or otherwise, whether owing individually, jointly or jointly and severally, present or future, actual or contingent on any Account and all interest and bank charges or on any Account or Accounts notwithstanding that the Liabilities or obligations or liabilities to Nomura may not have become due then and Nomura is hereby authorised to apply the Cash Deposits or any part thereof for the purchase of currency to effect any necessary conversions from any currency to another at such rate of exchange as Nomura may from time to time determine.
- 18. In the event of the commencement of the bankruptcy or winding-up of me/us or any other Obligor, or this Charge ceasing to be binding on me/us or if Nomura receives or is deemed to have received (either actual or constructive) notice of any subsequent charge, assignment, security or other like interest or other disposition affecting the Specified Collateral or any of them, Nomura may open a new account for me/us and, if applicable, such other Obligor, in its books; if Nomura does not open a new account it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of me/us and/or such other Obligor to Nomura shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from me/us or, as the case may be, such other Obligor to Nomura at the time when Nomura received the notice and the amount may be kept there unless and until Nomura is satisfied that it has irrevocably received or deemed to have received or recovered all moneys and obligations owing by me/us or, as the case may be, such other Obligor under the Facilities and/or the Liabilities, provided always that nothing in this Clause 18 shall prejudice the security which Nomura otherwise would have had under this Charge for the payment of the moneys,

costs, charges and expenses herein referred to notwithstanding that the same may become due or owing or be incurred after Nomura received such notice.

19. Any dividends, interest or other income relating to or arising from the Specified Collateral which may at any time (whether before or after a Default has occurred) be received by Nomura or its nominees in respect of the Specified Collateral may be applied by Nomura as though they were proceeds of sale hereunder notwithstanding that Nomura may have paid any dividends, interest or other income relating to or arising from the Specified Collateral to me/us on one or more occasions after the execution of this Charge.
20. Without prejudice to the rights and obligations hereby created, all dividends, interest or other income relating to or arising from the Specified Collateral which may be received by me/us shall be immediately paid over to Nomura and pending such paying over shall be held in trust for Nomura.
21. I/We hereby agree that Nomura and/or its nominees shall not be liable or responsible (whether by reason of taking possession of any of the Specified Collateral or for any other reason and whether as mortgagee in possession or otherwise) to me/us or any other person for any costs, losses, liabilities or expenses relating to or arising from:
 - (1) the giving, despatch and/or transfer of share certificates, transfer documents or other documents and/or instructions for whatever purpose;
 - (2) the registration or failure to register any Charged Securities for any rights issues, bonus or dividends or from any notification or failure to notify in relation thereto;
 - (3) any exercise or non-exercise or inability to exercise any rights attaching or accruing to the Specified Collateral or any of them;
 - (4) any delay, failure, inaccuracy, miscommunication or any other error or default arising from or in connection with any transfer from or to any account(s) with the Depository Agent or any Depository Agents or any notification or settlement in connection thereto or otherwise;
 - (5) any delay, failure or other error or default in procuring, taking, collecting, recovering or in any other way enforcing and/or acquiring the payment and/or benefit of any rights, money or property (including interest and dividends) accruing or offered in respect of the Specified Collateral or any part thereof; and/or
 - (6) the realisation of or failure to realise any Specified Collateral or any part thereof.
22. I/We hereby undertake that I/we shall:-
 - (1) pay all costs, fees, expenses and other charges, legal or otherwise, including stamp duties and Nomura's costs of or connected with the preparation, execution and registration of this Charge or any transfers, assurances, charges, mortgages, pledges, guarantees or other documents in pursuance of the provisions hereof or the performance of any acts or things in connection with or in pursuance hereof;
 - (2) pay all legal fees on a full indemnity basis and other costs and disbursements incurred in connection with demanding and enforcing payment of moneys due hereunder or otherwise howsoever in enforcing this Charge and/ or any security created in pursuance of this Charge and/or any of the covenants, undertakings, stipulations, terms, conditions or provisions hereof and/or in connection with any such security (together with all goods and services tax thereon); and
 - (3) indemnify Nomura against all losses, liabilities, damages, costs and expenses incurred by Nomura in the execution or performance of the terms and conditions hereof and against all

actions, proceedings, claims, demands, costs, charges and expenses which may be incurred, sustained or arise in respect of the non-performance or non-observance of any of the undertakings and agreements on my/our part herein contained or in respect of any matter or thing done or omitted relating in any way whatsoever to this Charge or the Specified Collateral.

23. Where I am/we are giving this security to secure the liabilities of any other Obligor:

- (1) should any purported obligation of such other Obligor to Nomura which if valid or enforceable would be secured by this security be or become wholly or in part invalid, irregular, defective or unenforceable against such other Obligor by reason of any defect in or insufficiency or want of powers of such other Obligor or irregular or improper purported exercise thereof or by reason of the avoidance or invalidity of any assurance, security or payment on any ground whatsoever or by reason of any legal limitation, disability, incapacity, facts or circumstances or if such other Obligor for any reason whatsoever is not or ceases to be legally liable to discharge any obligation purported to be undertaken on behalf of such other Obligor, this security shall nevertheless extend to that purported obligation as if the same were wholly valid and enforceable and I/we hereby agree to keep Nomura fully indemnified against all damages, losses, costs and expenses (including legal fees on a full indemnity basis and other professional fees) arising from any failure of such other Obligor to carry out any such purported obligation;
- (2) I/we waive all rights of subrogation and will not claim any set-off or counterclaim against such other Obligor and I/we will not take any steps to enforce any right or claim against such other Obligor or claim or prove in competition with Nomura in the event of the insolvency of such other Obligor or have the benefit of any share in any other guarantee or security now or hereafter held by Nomura until the ultimate balance from time to time owing to Nomura and the whole of Nomura's claim against such other Obligor is repaid and satisfied in full. As long as this security shall continue in force any security taken by me/us from such other Obligor whether with or without Nomura's consent shall be held in trust for Nomura to secure the liabilities of such other Obligor and shall forthwith be deposited with Nomura. All moneys received by Nomura from me/us, any other Obligor or any other person liable to pay the same may be applied by Nomura to such Account or liability as Nomura shall think fit. Nomura may at any time and place keep, for so long as Nomura may think prudent, any moneys received, recovered or realised by virtue of the security created under or pursuant to this security or under any other security or any guarantee or otherwise received by Nomura from me/us, any other Obligor or any other person liable to pay any moneys to Nomura to the credit of a suspense account or suspense accounts without any intermediate obligation on the part of Nomura to apply the same or any part thereof in or towards the discharge of the moneys and liabilities as aforesaid or so as to diminish any dividend or other advantage that would or might come to the Nomura or to treat any such moneys and liabilities as diminished;
- (3) in the event of any proceedings in or analogous to bankruptcy, liquidation, composition or arrangement of or in relation to such other Obligor, Nomura may prove for or agree to accept any dividend or composition in respect of the whole or any part of such moneys or liabilities in the same manner as if this security had not been created; and
- (4) I/we have not taken and will not take from such other Obligor, without the written consent of Nomura, any undertaking or security in respect of my/our liability hereunder or in respect of any other liability of such other Obligor to me/us which will have the effect of reducing the

assets available to Nomura in the event of the bankruptcy, liquidation or other insolvency of such other Obligor.

24. I/We hereby undertake that I/we shall pay and/or Nomura shall be entitled (but shall not be obliged) to debit any of my/our Accounts for any payments which Nomura and/or its nominees may at any time or from time to time impose and/or make in connection with this Charge and/or the Specified Collateral, whether to discharge any costs, fees, expenses and other charges, legal or otherwise, including stamp duties which may be incurred hereunder and/or in connection with any of the Specified Collateral and all sums so payable and/or debited shall for all purposes hereunder be deemed to be liabilities secured hereunder.
25. For all purposes including legal proceedings, a certificate signed by an authorised officer or solicitor of Nomura as to:
 - (1) the amount at any time owing by me/us and/or any other Obligor secured hereby shall be conclusive as against me/us of the amount so owing and secured; and
 - (2) the value of Specified Collateral, from time to time and at any time, or any of them shall be conclusive evidence as against me/us of such value.
26. Upon any sale by Nomura pursuant to its power of sale hereunder, a declaration made by an authorised officer of Nomura that the power of sale has become exercisable shall be conclusive evidence of the fact in favour of any purchaser of the person deriving title to any of the Specified Collateral under the sale and I/we shall indemnify and keep indemnified Nomura against any claim or demand which may be made against Nomura by such purchaser or other person and any liability, loss, cost or expense which Nomura may suffer or incur by reason of any defect in my/our title to the Specified Collateral.
27. The restriction on the right of consolidation contained in Section 21(1) of the Conveyancing and Law of Property Act, Chapter 61 of Singapore shall not apply hereunder or to the security hereunder and Nomura shall have the right at any time and without notice to me/us to combine or consolidate all or any mortgages or charges in respect of any property previously, now or hereafter made by me/us and decline to allow any of them to be redeemed unless they are all redeemed at the same time.
28. I/We agree that on the discharge of this security I/we will in lieu of all or any of the Specified Collateral accept delivery of other assets of the same class and denomination and in respect of Charged Securities, other Securities of any other class or denomination from which the Charged Securities or the said Securities were converted or exchanged.
29. This security shall not be determined, affected or prejudiced by my/our winding up, liquidation, dissolution, bankruptcy, death or disability or of any other change affecting me/us or any other Obligor. In the event of any person being admitted to partnership (other than a partnership having a separate legal personality) with me/us (if a firm), I/we shall procure that such new partner shall undertake to adopt and be bound by the terms of this Charge as if he had originally been a party hereto. This security shall not be affected by any change in the constitution of me/us or any other Obligor and it shall extend to all indebtedness and liabilities incurred before and after any such change occurs.
30. Each of the undersigned agrees and consents to be bound hereby, notwithstanding that any others who were intended to sign or to be bound hereby may not do so or be effectually bound hereby, and notwithstanding that this instrument may be invalid or unenforceable against any one or more of the undersigned by reason of fraud, forgery or otherwise, whether or not the deficiency is known to Nomura.

31. Any settlement or discharge between Nomura and me/us shall be subject to the condition that no security or payment to Nomura by me/us, any third party debtor or any other person shall be avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, liquidation, or insolvency for the time being in force and if any such security or payment shall be so avoided or reduced, Nomura shall be entitled to recover the value or amount thereof from me/us subsequently just as if such settlement or discharge had not occurred. Nomura shall be entitled to retain all or any of the Specified Collateral (including this Charge) until the expiration of any statutory period within which such security or discharge could be avoided or reduced.
32. The provisions hereof shall remain binding on me/us notwithstanding any amalgamation that may be effected by Nomura with any other company or companies and notwithstanding any reconstruction by Nomura involving the formation of and transfer of, all or any of Nomura's assets to a new company and notwithstanding the sale of all or any part of Nomura's undertaking and assets to another company to the intent that the undertakings and agreement herein contained shall remain valid and effectual in all respects and the benefit hereof and all rights hereby conferred upon Nomura may be assigned to and enforced by any such company or companies as if such company or companies had been named herein instead of Nomura and this security shall extend to all the Facilities, the Liabilities and all other credit facilities and other accommodation extended to me/us and/or any other Obligor by any amalgamated company as aforesaid or Nomura as reconstructed or any company to which Nomura shall have sold all Nomura's undertaking and assets in like manner as if Nomura as reconstructed or such company were named herein instead of Nomura.
33. Nomura shall be at liberty without thereby affecting its rights hereunder or under any other agreement between Nomura and me/us and/or any other Obligor, at any time and from time to time at its absolute discretion and without reference to me/us to determine or vary any advance, credit facility or other accommodation or any of the Facilities hereby secured or to vary, exchange or release any security held pursuant hereto and (without prejudice to the foregoing) nothing herein contained shall be construed to impose any obligation whatsoever on Nomura to make, advance, give or continue to make, advance or give any advances, credit facilities, accommodation or otherwise to me/us and/or any other Obligor.
34. In addition to, but not in substitution for or to limit, any permissions and authorisations which I/we may have given or give to Nomura, I/we hereby permit and authorise Nomura and/or its nominees and any officer as defined in the Banking Act, Chapter 19 of Singapore (the "**Banking Act**") of Nomura, and their respective nominees to disclose to any other Obligor, any guarantor and/or any government, regulatory or other authority and/or relevant stock exchange and/or the Depository Agent and/or any branches, units or departments of Nomura and/or any of Nomura's subsidiaries, associates or affiliates and their respective nominees and/or Nomura's assignees or any other person with whom Nomura may enter into contractual relations in relation to this Charge or any of the Specified Collateral and any person authorised by them all information pertaining or relating to or in respect of the Accounts and any of my/our or any other Obligor's Contracts hereunder, the Facilities, the Liabilities and/or the Specified Collateral or other appropriate information as may be required (collectively the "**Customer Information**"). The rights conferred on Nomura in this Clause shall be in addition to and shall not be in any way prejudiced or affected by any other agreement, expressed or implied, between me/us and Nomura in relation to any Customer Information nor shall any such other agreement be in any way prejudiced or affected by this Clause. This Clause is not, and shall not be deemed to constitute, an express or implied agreement by me/us with Nomura for a higher degree of confidentiality than that prescribed in Section 47 of the Banking Act and in the Third Schedule to the Banking Act.

35. Any notice, request or demand by Nomura hereunder shall be given or made to me/us either orally or in writing to me/us or any one or more of us and if, in writing, may be sent by letter, fax or electronic mail to me/us at the address stated below or such other address last notified by me/us in writing to Nomura or such other address last known to Nomura as Nomura shall in its discretion decide. Any written notice or demand if served by post shall be deemed served two days after the date of post-mark (or in the case of airmail or overseas courier delivery seven days). Any notice or demand sent by fax or electronic mail shall be deemed served at the time of sending. Any written notice or demand by Nomura shall be effectual notwithstanding that the same be returned undelivered and notwithstanding my/our change of residence or the death of any one or more of us.
36. If any provision of this Charge or the application of such provision to any person and/or circumstances shall be held invalid or unenforceable, the remainder of this Charge and the application of such provision to persons and/or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby.
37. This Charge shall be governed by and construed in all respects in accordance with the laws of Singapore and I/we hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore, but agree that at Nomura's sole option, Nomura may take action hereunder in the courts or before the authorities of any other jurisdiction.
38. A person who is not a party to this Charge has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce or enjoy the benefit of any provision of this Charge.
39. If I/we do not have an address in Singapore, I/we undertake to nominate an agent with an address in Singapore to accept service of any legal process in Singapore on my/our behalf. Such agent shall acknowledge in writing to Nomura its appointment as such agent and service of process on such agent shall be deemed to constitute service on me/us. In the event of such agent ceasing to be able to act as such (whether because of liquidation, cessation of business or otherwise) or no longer having an address in Singapore, I/we shall promptly, and in any event within fourteen days (14) of such event, appoint a substitute process agent in Singapore, and shall advise such agent of its appointment and shall procure its acknowledgement of such appointment in writing to Nomura.
40. I/We agree that service of legal process on me/us may be effected by posting a copy of the process by registered mail to my/our address herein stated or such other address last notified by me/us in writing to Nomura or such other address last known to Nomura, such service to be effective seven (7) working days after posting by Nomura regardless whether or not it has been returned unclaimed by me/us, provided nothing herein shall affect the right to effect service of process in any other manner permitted by law.

Schedule

**Form of Notice of Charge and Assignment and Acknowledgement in relation to CDP
Scripless Securities**

To: Depository Agent
Address

cc: Nomura Singapore Limited
Address

Date: _____

_____ (the "**Chargor**") hereby gives you notice that by a charge and assignment contained in a deed of charge (the "**Deed of Charge**") dated _____ entered into by the Chargor in favour of Nomura Singapore Limited ("**Nomura**"), the Chargor granted to Nomura a first fixed charge over, and assigned absolutely to Nomura, all its present and future right, title and interest in and to, *inter alia*, all securities kept or maintained by the Chargor with you in sub-account number _____ (the "**Sub-Account**") maintained with you or held by you to the order of the Chargor, whether as nominee or otherwise.

You are hereby directed to deal with all such securities in accordance with the instructions of Nomura and for this purpose, the Chargor hereby consents and instructs you to accept all instructions and directions from Nomura in relation to such securities and, in particular, as and when instructed by Nomura:

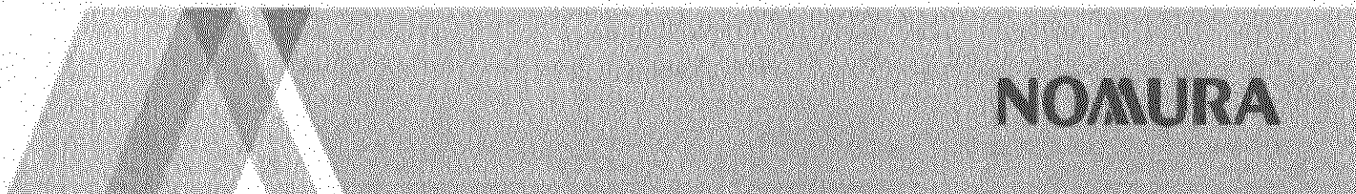
- (a) to sell all or any part of such securities in the Sub-Account and to hold the proceeds deriving therefrom to the order and for the benefit of Nomura, and to deliver or pay such proceeds to Nomura or as Nomura shall direct; and/or
- (b) to transfer to Nomura or as instructed by Nomura (including to any sub-account maintained by Nomura with you) any of such securities in the Sub-Account, including moneys or proceeds relating to such securities in the Sub-Account.

The Chargor hereby confirms that you shall not release all or any of such securities in the Sub-Account and/or any moneys or proceeds deriving therefrom to us without the prior written consent of Nomura.

This Notice of Charge and Assignment of CDP Scripless Securities and the instructions herein contained are irrevocable and may not be revoked, modified or varied without the prior written consent of Nomura.

Please acknowledge receipt of this Notice of Charge and Assignment of CDP Scripless Securities, and confirm that:

- (i) you have received no notice of any prior charge, assignment or other security over the securities referred to in this Notice of Charge and Assignment of CDP Scripless Securities; and
- (ii) you will comply with the directions to you contained in this Notice of Charge and Assignment of CDP Scripless Securities.



by signing the acknowledgement on the attached copy of this Notice of Charge and Assignment of CDP Scripless Securities and returning that copy to Nomura at _____

For and on behalf of

[On duplicate]

We acknowledge receipt of the Notice of Charge and Assignment of CDP Scripless Securities of which this is a copy and:

- (a) confirm that we have received no notice of any prior charge, assignment or other security over the securities referred to in the Notice of Charge and Assignment of CDP Scripless Securities; and
- (b) confirm that we will comply with the directions to us contained in the Notice of Charge and Assignment of CDP Scripless Securities.

For and on behalf of
[Depository Agent]

Date: _____

IN WITNESS whereof this Charge has been entered into by me/us this 19th day of
October 2023

Name: 41 CONSORT HOUSE LTD

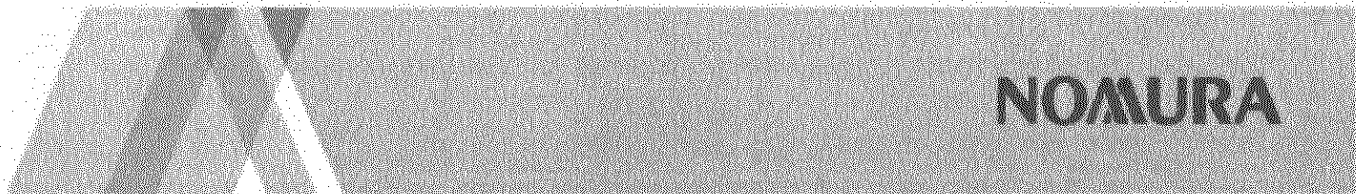
Identity Card/

Passport No.: 14116346

Address: S.3.02 126-138 NEW KINGS ROAD LONDON SW6 4LZ

Fax: -

E-mail: [REDACTED]



For execution by individual(s):

Signed, sealed and delivered by

in the presence of:

Witness

Name:

For execution by a corporation under seal

The Common Seal of

was hereunto affixed

in the presence of:

Director

Name:

Director/Secretary

Name:

For execution by a Hong Kong corporation as a deed without affixing common seal

Executed and delivered as a deed on behalf
of

, signed by two directors **OR** one director and
the secretary if there is more than one
director in the company; **OR** by the sole
director if there is only one director in the
company:

)

)

)

) Director

) Name:

)

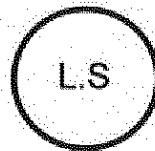
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)

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) Secretary/Director

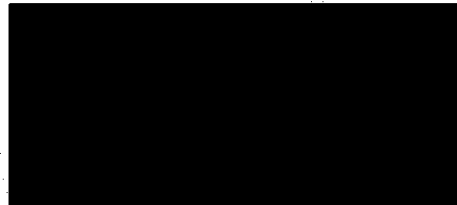
) Name:



For execution by a corporation as a deed (not requiring a seal)

Executed and delivered as a deed by
 Pinkesh Nahar _____
 as authorised signatory(ies) for and on behalf of
 41 Consort House Ltd _____
 in the presence of:

)
)
)
)
)
)
)



Witness
 Name: pratik Vinod kumar Patel



For execution by a Singapore corporation as a deed without affixing common seal

Executed and delivered as a deed on behalf
 of

)

)

) Director

) Name:

signed by two directors OR one director and
 the secretary:

)

)

)

)

) Secretary/Director

) Name:

OR

signed by one director in the presence of a
 witness

)

)

)

) Director

) Name:

Witness

Name:

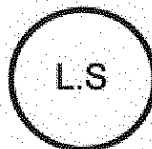
For execution by a corporation by its attorney^

Signed, sealed and delivered by

as attorney for and on behalf of

in the presence of:

)
)
)
)
)
)
)



Witness

Name: _____

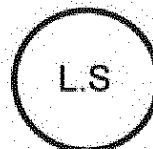
^a valid power of attorney and supporting board resolution must be accepted by Nomura before this form of execution can be accepted

For execution by a partnership*

Signed, sealed and delivered by

in the presence of:

)
)
)
)
)



Witness

Name: _____

**All partners of the partnership to sign*

For execution by a limited liability partnership by its attorney#

Signed, sealed and delivered by

as attorney for and on behalf of

in the presence of:

)

)

)

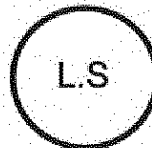
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)

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Witness

Name:

#a valid power of attorney and supporting resolution must be accepted by Nomura before this form of execution can be accepted

For execution by a limited liability partnership under seal

*The Common Seal of

was hereunto affixed

in the presence of:

)

)

)

)

)

)

)

Witness

Name:

**the person(s) in whose presence the common seal is to be affixed would be dependent on the relevant limited liability partnership agreement*