

M**COMPANIES FORM No. 395****395****CHWP000**Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of Company**Particulars of a mortgage or charge****A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

2

01981122

Name of company

* NOMURA BANK INTERNATIONAL PLC	whose
Registered Office is at Nomura House, 1, St Martins Le Grand, London EC1A 4NP (the "Chargor")	

Date of creation of the charge

19 MARCH 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Security Agreement given by Chargor in favour of the Bank (the "Security Agreement")

Amount secured by the mortgage or charge

All present or future obligations or liabilities of any and all kinds of the Chargor to the Bank, whether due or to become due, secured or unsecured, absolute or contingent, and howsoever or whensoever acquired by the Bank under a Global Clearing and Custody Agreement, dated 19 March 2009 (the "Global Clearing and Custody Agreement"), including interest accruing thereon before or after the commencement of any insolvency, bankruptcy or reorganisation proceeding of the Chargor (whether or not such interest is an allowable claim in any proceeding and irrespective of the discharge or release of the Chargor in such proceeding) (all of which are referred to as the "Obligations").

Names and addresses of the mortgagees or persons entitled to the charge

The Bank of New York Mellon at One Canada Square, London (the "Bank").

Postcode E14 5AL

Presenter's name address and
reference (if any) :The Bank of New York Mellon
1 Canada Square, London
E14 5AL (Ref: Abbey/ Legal Dept)

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



A22

A9P718NS

01/04/2009

240

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. Particulars

Under the Security Agreement, a security interest in and a lien upon all personal property and fixtures of the Chargor or in which the Chargor has an interest wherever located and whether now or hereafter existing or now owned or hereafter acquired and whether or not subject to the Uniform Commercial Code as in effect in the State of New York, including but not limited to any property specified in the Schedule, and also including all interest, dividends and other distributions thereon paid and payable in cash or in property, and all replacements and substitutions for, and all accessions and additions to, and all products and proceeds of, all of the foregoing (all of which are referred to as the "Collateral").

(See Continuation Sheet)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

NIL

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed Simon Abbey (SIMON ABBEY - VP) Date 31 March 2009

On behalf of ~~company~~ ~~(mortgaged/chargee)~~

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

CHWP000

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binding margin

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge
(continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
in black type, or
bold block lettering

Company number

01981122

Name of company

* delete if
inappropriate

NOMURA BANK INTERNATIONAL PLC whose Registered
Office is at Nomura House, 1 St Martins Le Grand, London EC1A 4NP (the "Chargor") Limited *

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

2. The Schedule

Property specifically included as "Collateral" for the purposes of the Security Agreement:

All Collateral held in the Accounts, as these terms are defined in the Global Clearing and Custody Agreement between the Chargor and the Bank (as may be amended or supplemented from time to time), and any cash balances held in any cash account maintained by the Bank in connection therewith, but subject to such limitations as may be set forth in the Global Clearing and Custody Agreement.

3. Definitions

In this Form 395, the following definitions shall have the following meanings:

"Accounts" shall mean, collectively, the Proprietary Account and the Client Account;

"Client(s)" shall mean a customer(s) of the Chargor;

"Client Account" shall mean, collectively, the account(s) in which the Client Assets are held under the Global Clearing and Custody Agreement;

"Client Assets" shall mean Securities and cash legally or beneficially owned by Clients;

"Proprietary Account" shall mean the account(s) in which Proprietary Assets are held under the Global Clearing and Custody Agreement;

"Proprietary Assets" shall mean Securities and cash that are not Client Assets; and

"Securities" shall include, without limitation, any common stock and other equity securities, bonds, debentures and other debt securities, notes, mortgages or other obligations, and any instruments representing rights to receive, purchase or subscribe for the same, or representing any other rights or interests therein (whether represented by a certificate or held in a depository, with a sub-custodian or on the books of the issuer).

Amount due or owing on the mortgage or charge (continued)

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 1981122
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 19
MARCH 2009 AND CREATED BY NOMURA BANK
INTERNATIONAL PLC. FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO THE BANK OF NEW
YORK MELLON ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
1 APRIL 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 APRIL 2009



Companies House
— for the record —



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