

and a Termination with respect to the relevant Omnibus Standard Agreement of the Clearing Member; and

~~(a)~~(c) with respect to Luxembourg ISA Pledged Securities Accounts or Luxembourg CmaX ISA Pledged Securities Accounts, upon the occurrence of a Termination Event or an Insolvency Termination Event and a Termination with respect to the relevant ISA Standard Agreement of the Clearing Member.

“Event of Default” means the occurrence of one of the following events (a) an Insolvency Event in relation to the Pledgor or (b) an Enforcement Event.

“Insolvency Event” has the same meaning as the term “Insolvency Related Events” contained in Chapter I Part 1 Number 7.2.1 Paragraph (5) of the Clearing Conditions with respect to the Pledgor.

“Luxembourg Law on Financial Collateral Arrangements” means the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended.

“Non-CmaX Pledged Account” has the meaning given to it in Clause 2.

“Permitted Pledge” means each pledge granted by the Pledgor to the Pledgee in the Relevant Pledged Assets, securing the Relevant Secured Liabilities, after the date of the Agreement.

“Pledge” means each first ranking pledge granted by the Pledgor to the Pledgee in the Relevant Pledged Assets or, in case of the existence of any Previous Pledges, a security (“gage”) in such Relevant Pledged Assets which is directly ranked behind such Previous Pledges and created pursuant to Clauses 2.1, 3.1 and 4.1 below.

“Pledged Securities Account” means each of the following securities accounts in the name of the Clearing Member and identified pursuant to Clause 2.1.2 of the Agreement: the Luxembourg Pledged Securities Account(s), the Luxembourg Omnibus Pledged Securities Account(s), the Luxembourg CASS Omnibus Pledged Securities Account(s), the Luxembourg CmaX Pledged Securities Account(s), the Luxembourg CmaX Omnibus Pledged Securities Account(s), the Luxembourg CmaX CASS Omnibus Pledged Securities Account(s), the CBL GC Pooling Re-use Pledged Securities Account(s), the Luxembourg ISA Pledged Securities Account(s), the Luxembourg ISA CASS Pledged Securities Account(s), the Luxembourg CmaX ISA Pledged Securities Account(s) and the Luxembourg CmaX ISA CASS Pledged Securities Account(s).

“Previous Pledge” means each pledge that has been granted by the Pledgor to the Pledgee in the Relevant Pledged Assets prior to the execution of the Agreement and has not been released as of the time of the execution of the Agreement to which this Schedule 1 is attached.

“Relevant Pledged Assets” means all Securities which are at present or are in the future deposited in the relevant Pledged Securities Accounts ~~(together with any Distributions thereunder)~~ for the purpose of securing the Relevant Secured Liabilities.

“**Relevant Secured Liabilities**” means

- (i) with respect to the Pledge over Relevant Pledged Assets securities credited to one or more Luxembourg Pledged Securities Account(s), Luxembourg CmaX Pledged Securities Account(s) or CBL GC Pooling Re-use Pledged Securities Account(s), the Secured Claims pursuant to Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) of the Clearing Conditions (including any Secured CASS Omnibus Claims);
- (ii) with respect to the Pledge over Relevant Pledged Assets securities credited to one or more Luxembourg Omnibus Pledged Securities Account(s) or Luxembourg CmaX Omnibus Pledged Securities Account(s), the Secured Omnibus Claims (as defined in Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) (ii) of the Clearing Conditions) (other than any Secured CASS Omnibus Claims);
- (iii) with respect to the Pledge over Relevant Pledged Assets securities credited to one or more Luxembourg CASS Omnibus Pledged Securities Account(s) or Luxembourg CmaX CASS Omnibus Pledged Securities Account(s), all Secured CASS Omnibus Claims (as defined in Chapter I Part 2 Subpart D Number 3.3),
- (iv) with respect to the Pledge over Relevant Pledged Assets securities credited to one or more Luxembourg ISA Pledged Securities Account(s) or Luxembourg CmaX ISA Pledged Securities Account(s), all Secured ISA Claims (as defined in Chapter I Part 4 Number 6.3.3.1 of the Clearing Conditions) (other than any Secured ISA CASS Claims); and
- (v) with respect to the Pledge over Relevant Pledged Assets securities credited to one or more Luxembourg ISA CASS Pledged Securities Account(s) or Luxembourg CmaX ISA CASS Pledged Securities Account(s), all Secured ISA CASS Claims (as defined in Chapter I Part 4 Number 6.3.3.3 of the Clearing Conditions).

“**Securities**” means book-entry securities, which are deposited to the credit of the relevant Pledged Securities Account.

“**Voting and Related Rights**” with respect to any Security, means any voting right attached to it as well as any other rights, including, without limitation, rights related to conversions, subdivisions, consolidations, redemptions, takeovers, pre-emption options or other rights of similar nature.

1.2 Construction

Unless a contrary indication appears, any reference in this Schedule 1 to:

- (a) the “**Pledgor**”, the “**Pledgee**” or any “**Party**” shall be construed so as to include its successors in title, permitted assignees and permitted transferees; and
- (b) “**assets**” includes present and future properties, revenues and rights of every description;
- (c) the “**Schedule 1**” shall be understood as a reference to this Schedule 1 as well as to the provisions of the Agreement, unless the context requires otherwise.

Words denoting the singular shall include the plural and vice versa, words denoting one gender shall include all other genders and words denoting persons shall include firms and corporations and vice versa.

Any reference in this Schedule 1 to any statutory provisions shall be construed as a reference to the statutory provisions as the same may from time to time be changed by any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such re-enactment.

References to any document or agreement shall be construed as a reference to that document or agreement as the same may from time to time be amended, modified, barred, supplemented or novated.

2 Special Provisions with respect to Securities in Luxembourg Pledged Securities Accounts, Luxembourg Omnibus Pledged Securities Accounts, Luxembourg CASS Omnibus Pledged Securities Accounts, Luxembourg ISA Pledged Securities Accounts and/or Luxembourg ISA CASS Pledged Securities Accounts

If one or more Luxembourg Pledged Securities Accounts, Luxembourg Omnibus Pledged Securities Accounts, Luxembourg CASS Omnibus Pledged Securities Accounts, Luxembourg ISA Pledged Securities Accounts and/or Luxembourg ISA CASS Pledged Securities Accounts (hereafter each a "**Non-CmaX Pledged Account**") have been established in the name of the Clearing Member and identified pursuant to Clause 2.1.2 of the Agreement, the following special provisions apply:

2.1 Creation of the Pledge

As continuing security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee the Relevant Pledged Assets which are at present or are in the future deposited in the relevant Non-CmaX Pledged Account and hereby grants to the Pledgee a Pledge (*gage*) over such Relevant Pledged Assets.

2.2 Determination of the Relevant Pledged Assets

~~Unless otherwise agreed by the Parties (and communicated by Eurex Clearing AG to CBL), all assets~~ Securities standing from time to time to the credit of any Non-CmaX Pledged Account are pledged in favour of the Pledgee under and pursuant to this Agreement (including this Schedule 1).

2.3 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) a) (iv) of the Luxembourg Law on Financial Collateral Arrangements, the Relevant Pledged Assets shall, as and when they are credited to the Non-CmaX Pledged Account(s), be designated in CBL's books, collectively by reference to the relevant Non-CmaX Pledged Account, as pledged in favour of the Pledgee.

For this purpose, on the date of the Agreement, the Pledgor and the Pledgee shall execute and send to CBL the joint notification set out in Attachment 1 to this Schedule 1

(the “**Joint Notification**”). The Pledgor shall ensure that CBL returns a duly acknowledged version of the Joint Notification to the Pledgee.

The Joint Notification includes, amongst other things, instructions from the Pledgee and the Pledgor to CBL on the manner Relevant Pledged Assets standing to the credit of the Non-CmaX Pledged Account(s) shall be managed by CBL as long as CBL is not otherwise instructed by the Pledgee (acting in compliance with its rights and obligations vis-à-vis the Pledgor).

To the extent that any Previous Pledge has been granted by the Pledgor in favour of the Pledgee in relation to Relevant Pledged Assets standing to credit of the Non-CmaX Pledged Account(s):

- (i) the execution of the Agreement shall constitute evidence of the Pledgee’s consent to the granting of the Pledge, in addition to the Previous Pledge;
- (ii) the Pledgee and the Pledgor will not be required to proceed with the Joint Notification to CBL in respect of the Pledge, provided that the Pledgee and the Pledgor previously notified CBL of the Previous Pledge along the lines of a similar notice to the Joint Notification (i.e, a notice referring to the perfection of the Previous Pledge on the basis of Article 5 (2) a) (iv) of the Luxembourg Law on Financial Collateral Arrangements); and
- (iii) (in case previous notification to CBL in respect of a Previous Pledge did not take the form of a Joint Notification), when notifying the Pledge to CBL along the lines of the Joint Notification, the Pledgor will not be required to collect the acknowledgement of the Pledge from CBL if a similar acknowledgement (including in respect of the waiver contained therein) was previously collected from CBL and communicated to the Pledgee.

2.4 Representations, Warranties and Covenants

The representations, warranties and covenants under this Clause 2.4 are made as of the date of the Agreement and are deemed repeated each time Relevant Pledged Assets are credited to a Non-CmaX Pledged Account.

The Pledgor hereby represents and covenants that:

- (a) it is (and will remain) the sole holder of each Non-CmaX Pledged Account;
- (b) it is (and will remain) the owner of the Relevant Pledged Assets or, if it is not the owner of the Relevant Pledged Assets, it will have obtained the securities’ owner or deemed owner’s consent to the granting of the pledge before the pledge is created and the Relevant Pledged Assets transferred to the relevant Non-CmaX Pledged Account;
- (c) it has the right to pledge the Relevant Pledged Assets (in case a Previous Pledge has been granted by the Pledgor to the Pledgee, this representation is granted by the Pledgor to the Pledgee based on the Pledgee’s consent granted in Clause 2.1);

- (d) upon completion of the actions referred to in Clause 2.3 above, the Pledge shall be duly perfected and shall constitute a legal, valid and binding security interest of each Non-CmaX Pledged Account in favour of the Pledgee not subject to any prior or pari passu encumbrance (other than any Previous Pledge) and is not liable to be avoided or otherwise set aside on the liquidation or insolvency of the Pledgor or otherwise;
- (e) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets or any of its rights relating to any Non-CmaX Pledged Account (other than by a Previous Pledge or a Permitted Pledge);
- (f) it will assist the Pledgee and generally make its best efforts, in order to obtain all necessary consents, approvals and authorisations from any relevant authorities in order to permit the exercise by the Pledgee of its rights and powers under this Schedule 1;
- (g) it has not taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it, for bankruptcy, insolvency, liquidation, or similar proceedings affecting the rights of creditors generally or for the appointment of an insolvency receiver, administrator, administrative receiver, trustee or similar officer in respect of all or part of its assets or revenues;
- (h) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge (or any Previous Pledge) or the rights of the Pledgee under or in connection with the Pledge (or any Previous Pledge) or have a material adverse effect on any Non-CmaX Pledged Account; and
- (i) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge (or any Previous Pledge) or the rights of the Pledgee under this Schedule 1, including against claims made by third parties.

The Pledgor covenants that until the Pledge (and any Previous Pledge) shall be released by the Pledgee, it will immediately inform the Pledgee of any attachment, execution or other legal process commenced or threatened in respect of any Non-CmaX Pledged Account or all or part of the Relevant Pledged Assets.

2.5 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than any Previous Pledge and any Permitted Pledge).

The Pledgor shall at its own expense promptly and duly execute and make all such assurances or do such acts and things as the Pledgee may reasonably require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Schedule in relation to any Non-CmaX Pledged Account for facilitating the enforcement and exercise of any such rights or any part thereof and in the exercise of all powers, authorities and discretions vested in the Pledgee. To that effect, the Pledgor shall in

particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may reasonably deems appropriate.

2.6 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Relevant Pledged Assets except as permitted by the Clearing Conditions or the Agreement (including this Schedule 1) or the arrangements governing a Previous Pledge or a Permitted Pledge and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets (except as otherwise agreed with the Pledgee). The Pledgee is entitled to notify CBL of the occurrence of the Event of Default so as to block the operation of the relevant Non-CmaX Pledged Account(s) and ensure CBL solely complies with the instructions of the Pledgee.

2.7 Rights attached to the Relevant Pledged Assets

(a) Voting and Related Rights

Provided that the Pledgor decides to exercise any Voting and Related Rights attached to any Relevant Pledged Asset, the Pledgor shall first take all steps necessary for a release by Eurex Clearing AG of the Pledge over the Relevant Pledged Asset so as to achieve a withdrawal of the ~~Relevant Pledged Asset~~ relevant Security from out of the Non-CmaX Pledged Account in accordance with the Clearing Conditions.

The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

(b) Distributions

The Pledgor shall be entitled to receive and retain any Distributions in respect of Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

If credited to a Non-CmaX Pledged Account, and provided CBL has not been notified of an Event of Default, the Pledgor shall be entitled to instruct CBL to transfer any such Distributions out of the Non-CmaX Pledged Account.

After the occurrence of an Event of Default notified to CBL, if any Distributions stand to the credit of the Non-CmaX Pledged Account, the Pledgor shall be entitled to request the Pledgee to instruct CBL to transfer such Distributions out of the Non-CmaX Pledged Account. ~~Distributions credited to the relevant Non-CmaX Pledged Account shall form part of the Relevant Pledged Assets.~~

2.8 Additional covenant of the Pledgor

The Pledgor shall not be entitled to notify CBL of ~~at the~~ release of the Pledge over the Relevant Pledged Assets to the credit in respect of a Non-CmaX Pledged Account as long as:

- (a) all outstanding Relevant Secured Liabilities ~~in respect of~~ connected with the relevant Non-CmaX Pledged Account have not been satisfied in full; and
- (b) the release of all pledges (including any Previous Pledge and any Permitted Pledge) ~~in respect of over~~ the Relevant Pledged Assets to that Non-CmaX Pledged Account ~~has~~ not been irrevocably granted by the Pledgee to the Pledgor in full.

CBL will be instructed under the Joint Notification not to comply with any unilateral release instructions from the Pledgor unless and until CBL receives a matching notification from the Pledgee.

3 Special Provisions with respect to Securities in Luxembourg CmaX Pledged Securities Accounts, Luxembourg CmaX Omnibus Pledged Securities Accounts, Luxembourg CmaX CASS Omnibus Pledged Securities Accounts, Luxembourg CmaX ISA Pledged Securities Accounts and/or Luxembourg CmaX ISA CASS Pledged Securities Accounts

If one or more Luxembourg CmaX Pledged Securities Accounts, Luxembourg CmaX Omnibus Pledged Securities Accounts, Luxembourg CmaX CASS Omnibus Pledged Securities Accounts, Luxembourg CmaX ISA Pledged Securities Accounts and/or Luxembourg CmaX ISA CASS Pledged Securities Accounts (hereafter each a “**CmaX Pledged Account**”) have been established in the name of the Clearing Member and identified pursuant to Clause 2.1.2 of the Agreement, the following special provisions apply:

3.1 ~~Creation and Perfection of the Pledge~~

As continuing security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets which are at present or are in the future deposited in the relevant CmaX Pledged Account(s) and hereby grants to the Pledgee the Pledge (*gage*) over such Relevant Pledged Assets.

3.2 Determination of the Relevant Pledged Assets

All Securities standing from time to time to the credit of any CmaX Pledged Account are pledged in favour of the Pledgee under and pursuant to this Agreement (including this Schedule 1).

3.2.3 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) a) (iv) of the Luxembourg Law on Financial Collateral Arrangements, the Relevant Pledged Assets shall, as and when they are credited to the relevant CmaX Pledged Account, be designated in CBL’s

books, collectively by reference to the relevant CmaX Pledged Account, as pledged in favour of the Pledgee (the “Perfection Requirement”).

~~CBL will be informed of the granting of the Pledge in relation to a new CmaX Pledged Account via the execution of matching Appendices A to the Collateral Management Service Agreements by each of the Parties. Following the execution of such Appendices A by each of the Parties with CBL, CBL will automatically designate the new CmaX Pledged Account as pledged in favour of the Pledgee, and manage the Relevant Pledged Assets credited thereto in accordance with the Collateral Management Service Agreements. For this purpose, on or around the execution of the Agreement, the Pledgor and the Pledgee shall inform CBL by or through the execution of the relevant Collateral Management Service Agreement, and notably by the completion of matching Appendixes A thereunder (each an “Appendix A”) requesting “Collateral Agreement” related services from CBL (through selection of “TCMS PL” services in Appendix A), of the existence of the Pledge and that any Relevant Pledged Assets standing from time to time to the credit of the CmaX Pledged Account are pledged in favour of Eurex Clearing AG (altogether, the “Pledge Information”).~~

~~For the avoidance of any doubt, based on Appendix C of the Collateral Management Service Agreements and CBL’s internal processes, the provision of the Pledge Information to CBL by the Pledgor and the Pledgee through matching Appendixes A will automatically entail compliance by CBL with the Perfection Requirement; no further notice or instruction by the Pledgor to CBL shall be required.~~

~~Accordingly, pursuant to the collateral management services provided by CBL under the Collateral Management Services Agreements and CBL’s systems, following completion of matching Appendixes A CBL will automatically mark any Relevant Pledged Assets deposited from time to time to the credit of the relevant CmaX Pledged Account as collectively pledged in favour of the Pledgee.~~

To the extent that any Previous Pledge has been granted by the Pledgor in favour of the Pledgee in relation to the Relevant Pledged Assets standing to credit of the existing CmaX Pledged Account(s):

- (a) the execution of the Agreement shall constitute evidence of the Pledgee’s consent to the granting of the Pledge, in addition to the Previous Pledge; and
- (b) no additional notification requirement shall be carried out by the Parties vis-à-vis CBL in respect of the Pledge.

3.33.4 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than any Previous Pledge and any Permitted Pledge).

3.43.5 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Relevant Pledged Assets except as

permitted by the Clearing Conditions, the Collateral Management Service Agreements, the Agreement (including this Schedule 1) or the arrangements governing a Previous Pledge or a Permitted Pledge, and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets (except as otherwise agreed with the Pledgee). The Pledgee is entitled to notify CBL of the occurrence of the Event of Default so as to block the operation of the relevant CmaX Pledged Account(s) and ensure CBL solely complies with the instructions of the Pledgee.

3.53.6 Collateral Management Service Agreements

Eurex Clearing AG and the Pledgor shall have entered into the Collateral Management Service Agreements with CBL regarding for the management of the collateral Relevant Pledged Assets standing from time to time to the credit of the CmaX Pledged Account(s) provided under this Schedule 1.

~~The terms of the Collateral Management Service Agreements shall apply to the management of the Relevant Pledged Assets in accordance with the Clearing Conditions.~~

In this regard:

(a) Exercise of Voting and Related Rights

Provided that the Pledgor decides to exercise any Voting and Related Rights attached to a Relevant Pledged Asset, the Pledgor shall first substitute the Relevant Pledged Asset in accordance with item (c) below.

The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

(b) Distributions

The Pledgor shall be entitled to receive and retain any Distributions in respect of Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

If credited to a CmaX Pledged Account in accordance with the Collateral Management Service Agreements, and provided CBL has not been notified of an Event of Default, the Pledgor shall be entitled to instruct CBL to transfer any such Distributions out of the CmaX Pledged Account (subject to appropriate substitution with eligible assets, if applicable, according to CBL's collateral valuation principles).

After the occurrence of an Event of Default notified to CBL, if any Distributions stand to the credit of a CmaX Pledged Account, the Pledgor shall be entitled to request the Pledgee to instruct CBL to transfer such Distributions out of the CmaX Pledged Account.

~~As long as no Event of Default has occurred, Distributions will be collected by the Pledgor or credited to the CmaX Pledged Account(s) in accordance with the Collateral Management Service Agreement.~~

~~As of the occurrence of an Event of Default, the Pledgee may require that all Distributions made under the Relevant Pledged Assets be credited to the relevant CmaX Pledged Accounts to form part of the Relevant Pledged Assets, in which case it shall notify CBL of the occurrence of an Event of Default in accordance with the notification procedures contained in the Collateral Management Service Agreement.~~

(c) Substitutions

Substitutions of Relevant Pledged Assets will be operated by CBL in accordance with the provisions of the Collateral Management Service Agreements.

3.63.7 Undertaking of the Pledgor

(a) The Pledgor shall not be entitled to carry out serve any notification to on CBL on the basis of Article 18.1 b)-(ii) and/or Article 24.1 of the Collateral Management Service Agreement for Collateral Givers, with respect to, or affecting the functioning of, a CmaX Pledged Account, as long as:

(i) (a) all outstanding Relevant Secured Liabilities in respect of connected with that CmaX Pledged Account have not been satisfied in full; and

(ii) the release of all pledges (including any Previous Pledge, the Pledge and any Permitted Pledge) over the Relevant Pledged Assets to in respect of that CmaX Pledged Account has not been irrevocably granted by the Pledgee to the Pledgor in full.

~~(b) the release of all pledges (including any Previous Pledge, the Pledge and any Permitted Pledge) in respect of that CmaX Pledged Account has not been irrevocably granted by the Pledgee to the Pledgor in full.~~

(b) The Pledgor shall not be entitled to serve any notification on CBL on the basis of Article 24.3 of the Collateral Management Service Agreements as long as:

(i) all outstanding Relevant Secured Liabilities connected with all CmaX Pledged Accounts (as well as all other outstanding secured liabilities of the Pledgor vis-à-vis the Pledgee involving accounts maintained with, or managed by, CBL under the terms of the Collateral Management Service Agreements) have not been satisfied in full; and

(ii) the release of all pledges in favour of the Pledgee (including any Previous Pledge, the Pledge and any Permitted Pledge) over the Relevant Pledged Assets to all CmaX Pledged Accounts and any other pledges involving accounts maintained with, or managed by, CBL under the terms of the Collateral Management Service Agreements, has not been irrevocably granted by the Pledgee to the Pledgor in full.

4 Special Provisions with respect to Securities in CBL GC Pooling Re-use Pledged Securities Accounts

If one or more CBL GC Pooling Re-use Pledged Securities Accounts have been established in the name of the Clearing Member and identified pursuant to Clause 2.1.2 of the Agreement to which this Schedule 1 is attached, the following special provisions apply:

4.1 Creation of the Pledge

As continuing security for the full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets which are at present or are in the future deposited in the CBL GC Pooling Re-use Pledged Securities Account(s) and hereby grants to the Pledgee the Pledge (*gage*) over such Relevant Pledged Assets.

4.2 Determination of the Relevant Pledged Assets

~~Unless otherwise agreed by the Parties (and communicated by Eurex Clearing AG, acting through CBF, to CBL), it is hereby confirmed that CBL shall be instructed by Eurex Clearing AG to consider that a~~ All Securities assets standing from time to time to the credit of any CBL GC Pooling Re-use Pledged Securities Account are pledged in favour of the Pledgee under and pursuant to this Agreement (including this Schedule 1).

4.3 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) a (iv) of the Luxembourg Law on Financial Collateral Arrangements, the Relevant Pledged Assets shall, as and when they are credited to the CBL GC Pooling Re-use Pledged Securities Account(s), be designated in CBL's books, collectively by reference to the relevant CBL GC Pooling Re-use Pledged Securities Account, as pledged in favour of the Pledgee (the "Perfection Requirement").

~~CBL will be informed of the granting of the Pledge in relation to a new CBL GC Pooling Re-use Pledged Securities Account via the execution of matching Appendices A to the Collateral Management Service Agreements by each of the Parties. Following the execution of such Appendices A by each of the Parties with CBL, CBL will automatically designate the new CBL GC Pooling Re-use Pledged Securities Account as pledged in favour of the Pledgee, and manage the Relevant Pledged Assets credited thereto in accordance with the Collateral Management Service Agreements. For this purpose, on or around the execution of the Agreement, the Pledgor and the Pledgee shall inform CBL by or through the execution of the relevant Collateral Management Service Agreement, and notably by the completion of matching Appendixes A thereunder (each an "Appendix A") requesting "Collateral Agreement" related services from CBL (through selection of "TCMS PL" services in Appendix A), of the existence of the Pledge and that any Relevant Pledged Assets standing from time to time to the credit of the CBL GC Pooling Re-use Pledged Securities Account are pledged in favour of Eurex Clearing AG (altogether, the "Pledge Information").~~

For the avoidance of any doubt, based on Appendix C of the Collateral Management Service Agreements and CBL's internal processes, the provision of the Pledge Information to CBL by the Pledgor and the Pledgee through matching Appendixes A will automatically entail compliance by CBL with the Perfection Requirement; no further notice or instruction by the Pledgor to CBL shall be required.

Accordingly, pursuant to the collateral management services provided by CBL under the Collateral Management Services Agreements and CBL's systems, following completion of matching Appendixes A CBL will automatically mark any Relevant Pledged Assets deposited from time to time to the credit of the relevant CBL GC Pooling Re-use Pledged Securities Account as collectively pledged in favour of the Pledgee.

To the extent that any Previous Pledge has been granted by the Pledgor in favour of the Pledgee in relation to the Relevant Pledged Assets standing to credit of the existing CBL GC Pooling Re-use Pledged Securities Account(s):

- (a) the execution of the Agreement shall constitute evidence of the Pledgee's consent to the granting of the Pledge, in addition to the Previous Pledge; and
- (b) no additional notification requirement shall be carried out by the Parties vis-à-vis CBL in respect of the Pledge.

4.4 Marking to Market

The Marking to Market of Margin Collateral shall be made ~~by CBL~~ in accordance with the Collateral Management Service Agreements ~~SC Xomac~~.

The delivery of additional securities as Margin Collateral or the return of Relevant Pledged Assets shall be operated by CBL pursuant to the Collateral Management Service Agreements, and shall solely be based on instructions given by Eurex Clearing AG to CBL.

4.5 Substitution

Substitution of Relevant Pledged Assets will be operated by CBL ~~CBF, acting on behalf of Eurex Clearing AG~~, in accordance with the Collateral Management Service Agreements ~~SC Xomac~~.

4.6 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than any Previous Pledge and any Permitted Pledge).

4.7 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Relevant Pledged Assets except as permitted by the Clearing Conditions, the Agreement (including this Schedule 1), the arrangements governing a Previous Pledge or a Permitted Pledge, ~~SC Xomac~~ or the

Collateral Management Service Agreements, and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets (except as otherwise agreed with the Pledgee). The Pledgee is entitled to notify CBL of the occurrence of the Event of Default so as to block the operation of the CBL GC Pooling Re-use Pledged Securities Account(s) and ensure CBL solely complies with the instructions of the Pledgee.

4.8 Collateral Management Service Agreements

Eurex Clearing AG and the Pledgor shall have entered into Collateral Management Service Agreements with CBL ~~regarding for~~ the management of the Relevant Pledged Assets standing from time to time to the credit of the CBL GC Pooling Re-use Pledged Securities Account(s) collateral provided under this Schedule.

~~Without prejudice to Clauses 4.4 and 4.5, the terms of the Collateral Management Service Agreements shall apply to the management of the Relevant Pledged Assets in accordance with the Clearing Conditions.~~

In this regard:

(a) Exercise of Voting and Related Rights

Provided that the Pledgor decides to exercise any Voting and Related Rights attached to a Relevant Pledged Asset, the Pledgor shall first substitute the Relevant Pledged Asset in accordance with Clause 4.5 above.

~~The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).~~

(b) Distributions

The Pledgor shall be entitled to receive and retain any Distributions in respect of Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

If credited to a CBL GC Pooling Re-use Pledged Securities Account in accordance with the Collateral Management Service Agreements, and provided CBL has not been notified of an Event of Default, the Pledgor shall be entitled to instruct CBL to transfer any such Distributions out of the CBL GC Pooling Re-use Pledged Securities Account (subject to appropriate substitution with eligible assets, if applicable, according to CBL's collateral valuation principles).

After the occurrence of an Event of Default notified to CBL, if any Distributions stand to the credit of a CBL GC Pooling Re-use Pledged Securities Account, the Pledgor shall be entitled to request the Pledgee to instruct CBL to transfer such Distributions out of the CBL GC Pooling Re-use Pledged Securities Account(s).

~~As long as no Event of Default has occurred, Distributions will be collected by the Pledgor or credited to the CBL GC Pooling Re-use Pledged Securities Account(s) in accordance with the Collateral Management Service Agreements.~~

~~As of the occurrence of an Event of Default, the Pledgee may require that Distributions made under the Relevant Pledged Assets be credited to the relevant CBL GC Pooling Re-use Pledged Securities Account(s) to form part of the Relevant Pledged Assets, in which case it shall notify CBL of the occurrence of an Event of Default in accordance with the notification procedures contained in the Collateral Management Service Agreement.~~

4.9 Undertaking of the Pledgor

~~(a) The Pledgor shall not be entitled to carry-serve-out any notification to on CBL on the basis of Article 18.1 ~~b~~(ii) and/or Article 24.1 of the Collateral Management Service Agreement for Collateral Givers, with respect to, or affecting the functioning of, a CBL GC Pooling Re-use Pledged Securities Account, as long as:~~

~~(a) all outstanding Relevant Secured Liabilities connected with ~~in respect of~~ that CBL GC Pooling Re-use Pledged Securities Account have not been satisfied in full; and~~

~~(i) the release of all pledges (including any Previous Pledge, the Pledge and any Permitted Pledge) in respect of ~~over~~ the Relevant Pledged Assets to that CBL GC Pooling Re-use Pledged Securities Account has not been irrevocably granted by the Pledgee to the Pledgor in full.~~

~~(b) The Pledgor shall not be entitled to serve any notification on CBL on the basis of Article 24.3 of the Collateral Management Service Agreements as long as:~~

~~(i) all outstanding Relevant Secured Liabilities connected with all CBL GC Pooling Re-use Pledged Securities Accounts (as well as all other outstanding secured liabilities of the Pledgor vis-à-vis the Pledgee involving accounts maintained with, or managed by, CBL under the terms of the Collateral Management Service Agreements) have not been satisfied in full; and~~

~~(ii) the release of all pledges in favour of the Pledgee (including any Previous Pledge, the Pledge and any Permitted Pledge) over the Relevant Pledged Assets to all CBL GC Pooling Re-use Pledged Securities Accounts and any other pledges involving accounts maintained with, or managed by, CBL under the terms of the Collateral Management Service Agreements has not been irrevocably granted by the Pledgee to the Pledgor in full.~~

5 No Re-Use Right of Relevant Pledged Assets

The Pledgee and the Pledgor agree that the Pledgee shall have no right to use the Relevant Pledged Assets standing to the credit of the Pledged Securities Accounts during the term of the Agreement.

This Clause shall supersede any existing arrangement in this regard and, to the extent applicable and between the Parties only, shall prevail on any provision of the Collateral Management Service Agreements in this regard.

6 Enforcement

6.1 Realisation of the Relevant Pledged Assets

Subject to the contractual limitation on the realisation of the pledged securities pursuant to Clause 3.2 of the Agreement, the Pledgee may, upon the occurrence of an Enforcement Event, realise the Relevant Pledged Assets or any part thereof, in accordance with applicable provisions of Luxembourg law and with the procedures and notifications provided in the CBL Governing Documents and the Collateral Management Service Agreements, to the extent applicable, with the right for the Pledgee:

- (a) to appropriate any of the Relevant Pledged Assets at the fair market value thereof determined by Eurex Clearing AG, acting in good faith and whose determinations and valuations shall be binding (save in case of manifest error). For the avoidance of doubt, the valuation can be made before or after the date of appropriation in which case the fair value of the Relevant Pledged Assets will be valued as at the date of the appropriation;
- (b) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) listed or quoted on a stock exchange in Luxembourg or abroad or dealt on one of the markets defined in Article 11 (1) (e) of the Luxembourg Law on Financial Collateral Arrangements at such stock exchange or on such market;
- (c) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) other than those referred to in Paragraph (b) above by private agreement at normal commercial conditions;
- ~~(d) in respect of any Relevant Pledged Assets consisting of claims for sums of money, to require CBL to make payment of the amount due by CBL directly to the Pledgee, upon maturity of CBL's debt;~~
- ~~(de)~~ to apply to court to be authorised to make the appropriation of the Relevant Pledged Assets at a price to be determined by expert; and
- ~~(ef)~~ to take advantage of any other realisation or enforcement method permissible under applicable law.

6.2 Notification to CBL of an Event of Default or Enforcement Event

At any time while an Event of Default or Enforcement Event is continuing, the Pledgee may (without any obligation) notify CBL that such an event has occurred substantially in the form of the notice attached hereto as Attachment 2 for Non-CmaX Pledged Accounts and in accordance with the procedures and notifications provided in the CBL Governing Documents and the Collateral Management Service Agreements for CmaX Pledged Accounts and CBL GC Pooling Re-use Pledged Securities Accounts.

6.3 Limitation on Realisation

Without prejudice to Clause 3.2 of the Agreement, the Pledgee shall realise the Relevant Pledged Assets only to the extent necessary to recover the Relevant Secured Liabilities that are due. To the extent that, notwithstanding the reasonable efforts of the Pledgee to comply with the provisions of the first sentence of this paragraph, the cash proceeds received by the Pledgee in respect of any realisation of all or any part of the Relevant Pledged Assets exceed the amount of the Relevant Secured Liabilities due at that time, such excess proceeds shall be returned to the Pledgor.

7 Order of Distributions

All amounts received or recovered by the Pledgee in the exercise of its rights under the Agreement (including this Schedule 1) shall, subject to the rights of any creditors having priority, be applied in the following order:

- (a) in or towards the payment of the Relevant Secured Liabilities which will be valued in accordance with the Clearing Conditions; and
- (b) in payment of any surplus to the Pledgor or any other person entitled to it.

8 Liability of the Pledgee

The Pledgee shall not be liable to the Pledgor for any costs, losses, liabilities or expenses relating to the realisation of any Relevant Pledged Assets, except to the extent caused by its own gross negligence or wilful misconduct.

9 Saving Provisions

9.1 Continuing Security

Each Pledge is a continuing security and will extend to the final performance of the Relevant Secured Liabilities to Eurex Clearing AG by the Pledgor, regardless of any intermediate payment or discharge in whole or in part. No change, novation or amendment whatsoever in and to the liabilities and to any document related to the Relevant Secured Liabilities shall affect the validity and the scope of this Schedule 1.

9.2 Immediate recourse

The Pledgor waives any right it may have of first requiring the Pledgee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Pledgor under this Schedule.

10 Notices

Each communication to be made between the Parties under or in connection with this Schedule shall be made in accordance with the relevant provisions of the Clearing Agreement and the Clearing Conditions.

11 Rights, Waivers and Determinations

11.1 Ambiguity

- (a) Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to the Clearing Conditions and the Clearing Agreement (including this Schedule 1), the corresponding terms of the Clearing Conditions and of the Clearing Agreement (including this Schedule 1) shall prevail.
- (b) The provisions of this Schedule are without prejudice to the provisions of the Clearing Conditions and of the Clearing Agreement. In case of inconsistency, the provisions in the Clearing Conditions and the Clearing Agreement shall prevail, save as regards the management and enforcement provisions set forth in this Schedule which shall be overriding.

11.2 Exercise of rights

No failure to exercise, nor any delay in exercising, on the part of the Pledgee, any right or remedy under the Clearing Conditions and the Clearing Agreement (including this Schedule 1) shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of such right or remedy or the exercise of any other right or remedy.

~~12~~ ~~Amendments~~

~~None of the terms or provisions of this Schedule may be waived, altered, modified or amended, except by an instrument in writing, duly executed by the Pledgee and the Pledgor.~~

~~13~~ ~~12~~ ~~Assignment~~

Unless otherwise provided for in the Clearing Conditions or in the Clearing Agreement (including this Schedule 1), ~~the neither Parties shall not~~ assign any of ~~their-its~~ rights or claims under this Schedule 1 except with the prior written consent of the other Party.

~~14~~ ~~13~~ ~~Severability~~

Any provision in this Schedule 1 that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

~~15~~ ~~14~~ ~~Headings~~

The Clause headings used in this Schedule 1 are for convenience of reference only and shall not affect the construction of this Schedule 1-4.



_____ (Date)

Dear Sir or Madam,

We would like to notify you hereby that _____ (the “**Pledgor**”) has pledged in favour of Eurex Clearing AG (the “**Pledgee**”) all ~~assets~~ securities standing from time to time to the credit of the account(s) numbered:

Account number(s)	Account name(s)

That have been opened in the name of the Pledgor in your books (each a “**Pledged Securities Account**”) in accordance with a pledge agreement dated _____ between the Pledgor as pledgor and Eurex Clearing AG as pledgee (the “**Eurex Clearing Pledge Agreement**” and the pledge granted thereunder, the “**Pledge**”).

As a result and in accordance with Article 5 (2) (a) (iv) of the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended, CBL shall designate in its books that any the securities standing from time to time to the credit of the Pledged Securities Account(s) as are collectively pledged in CBL’s books, ~~collectively~~ for the benefit of the Pledgee.

~~Please note that the pledge created by the Eurex Clearing Pledge Agreement also covers any payments of principal as well as any distributions composed of interest, dividends or other distributions of any kind whatsoever with respect to any security in the credit of the Pledged Securities Account(s).~~

The Pledgee and the Pledgor have agreed in the Eurex Clearing Pledge Agreement that, except in relation to distributions and as further provided below, CBL shall, ~~except as otherwise provided in the Eurex Clearing Pledge Agreement (and stated herein)~~, act solely in accordance with the instructions of the Pledgee.

The Pledgee and the Pledgor hereby authorise and instruct CBL to follow instructions of the Pledgee with respect to the Pledged Securities Account(s) subject to the limitations and provisions of CBL's general terms and conditions (the "**General Terms and Conditions**") and the provisions of this letter. Such instructions or notices of the Pledgee can include, without limitation, the debit of the Pledged Securities Account(s) and the transfer of part or all of any and all financial instruments within the broadest sense ~~including but not limited to any entitlements relating to or arising from such financial instruments, any distributions with respect hereto, as well as claims (including claims for cash repayment), eligible in CBL and credited on to such~~ the Pledged Securities Account(s) (the "**Collateral**").

CBL shall solely comply with the instructions of the Pledgee in relation to (i) the exercise of any voting rights attached to any item of Collateral maintained in the Pledged Securities Account(s), as well as (ii) any conversion, subdivision, consolidation, redemption, takeover, pre-emption option or other right in respect of any item of Collateral maintained in the Pledged Securities Account(s).

Until CBL is notified ~~to the contrary by the Pledgee~~ of the occurrence of an Event of Default or Enforcement Event, CBL shall be authorised to follow any instructions of the Pledgor with respect to cash amounts standing to the credit of the Pledged Securities Account(s) subject to the limitations and provisions of CBL's General Terms and Conditions.

The Pledgor hereby agrees that, for the purposes of the authorisation of the Pledgee by the Pledgor as set out above, it shall be fully liable to CBL for any and all obligations created on its behalf pursuant to the authority described above and undertakes to ratify whatever Pledgee causes to be done under such authority. The Pledgor hereby agrees and confirms that CBL shall not be liable and that the Pledgor indemnifies, exonerates and holds CBL harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities, damages and expenses (including reasonable attorneys' fees and disbursements) incurred by CBL as a result of, or arising out of any action taken by Pledgee under the authorisation described above.

Upon notification by the Pledgee to CBL of the occurrence of an Event of Default or Enforcement Event in the form substantially set out in the attachment to this notice, CBL is required to (a) block the Pledged Securities Accounts, (b) no longer comply with the instructions from the Pledgor and (c) solely comply with the instructions from the Pledgee.

Upon the occurrence of an Enforcement Event which is continuing, the Pledgee will be entitled to enforce the pledge and instruct the transfer of any Collateral standing to the credit of the Pledged Securities Account(s). Any communication, notification and instruction in respect of an enforcement shall be solely given by Pledgee to CBL.

CBL shall not verify or be responsible for the compliance of any instructions with the Eurex Clearing Pledge Agreement or any other agreement between the Pledgor and the Pledgee and each of the Pledgor and Pledgee hereby agree that CBL shall not be held liable for any action or omission whatsoever, whether taken or omitted to be taken, erroneously or not, by the Pledgor or Pledgee.

In case CBL previously received a notice of pledge in respect of a pledge agreement between Eurex Clearing AG and the Pledgor and relating to Pledged Securities Accounts listed above, CBL is hereby requested to (a) verify that its books and records appropriately reflect the pledge over the ~~assets~~ securities standing from time to time to the credit of such Pledge Securities Account(s) in favour of the Pledgee and (b) comply with the instructions contained in the present notice of pledge when managing such Pledged Securities Account(s), irrespective of any management instructions previously given by the Pledgor and Eurex Clearing AG to CBL.

CBL is hereby instructed to consider the ~~assets~~ securities standing to the credit of the Pledged Securities Account(s) as pledged in favour of the Pledgee until CBL is expressly notified otherwise by the Pledgee. CBL shall not comply with any unilateral release instructions from the Pledgor (other than in relation to distributions, as provided above) until CBL receives a matching instruction from the Pledgee.

The Pledgor hereby expressly authorises CBL to disclose to Pledgee through the communication means selected by Pledgee (the “**Authorisation**”) any reports and any information related to the Pledged Securities Account(s) (the “**Information**”).

The Pledgor hereby agrees to hold harmless and not make any claim against CBL for any loss, claim, liability, damage, cost or any expense whatsoever due to the disclosure to Pledgee of all or any part of the Information.

Each of the Pledgor and Pledgee hereby acknowledges and agrees that in the event the Authorisation is revoked by the Pledgor, CBL will no longer be entitled to provide to the Pledgee any Information related to the Pledgor hereunder and the Pledgor and Pledgee hereby agree that CBL shall bear no responsibility towards them in such case.

In the absence of gross negligence or wilful misconduct on its part, CBL shall not be liable to the Pledgor and/or to Pledgee for any loss, claim, liability, expense or damage arising from any action taken or omitted to be taken by CBL, in connection with the provision of services set out herein.

CBL shall not be liable for any action taken, or any failure to take any action required to be taken which fulfils its obligations hereunder in the event and to the extent that the taking of such action or such failure arises out of or is caused by events beyond CBL's reasonable control, including, without limitation, war, insurrection, riots, civil or military conflict, sabotage, labour unrest, strike, lock-out, fire, water damage, acts of God, accident, explosion, mechanical breakdown, computer or systems failure, failure of equipment, failure or malfunction of communications media, or interruption of power supplies; the failure to perform, for any reason, of the Pledgor and/or Pledgee or of their respective counterparty's depository, custodian, or financial institution; acts or omissions of issuers and any entity acting for such issuers, the acts or omissions of (or the bankruptcy or insolvency of) any of CBL's depositories, subdepositories, custodians, subcustodians or of any other clearance system or of any carrier transporting securities between CBL and/or any of the foregoing; the failure to perform for any reason of, or the incorrect performance of, any financial institution used by and properly instructed by CBL to carry out payment instructions; reversal of order, law, judicial process, decree, regulation, order or other action of any government, governmental body (including any court or tribunal or central bank or military authority), or self-regulatory organisation; the collection from or deposit or crediting to the Pledged Securities Account(s) of invalid, fraudulent or forged securities; and any act, omission or fact due to the Pledgor and/or Pledgee.