

## **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 Third-Party CM Account Holder and identified pursuant to Clause 2.1.2 of the Agreement to which this Schedule 2 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.

The Third-Party CM Account Holder hereby acknowledges the Pledge created by the Pledgor in favour of the Pledgee in relation to the Relevant Pledged Assets deposited from time to time to the credit of the relevant CBL GC Pooling Re-use Pledged Securities Account pursuant to, and in accordance with, this Schedule 2 and hereby acknowledges and confirms to hold such Relevant Pledged Assets from time to time standing to the credit of the relevant CBL GC Pooling Re-use Pledged Securities Account for the benefit of the Pledgor, as owner of the Relevant Pledge Assets and pledgor, and Eurex Clearing AG, as pledgee.

### **4.2 Determination of the Relevant Pledged Assets**

All Securities 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 2).

### **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**").

For this purpose, on or around the execution of the Agreement, the Collateral Giver 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, and 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 Collateral Giver and the Pledgee through matching Appendixes A will automatically entail compliance by CBL with the Perfection Requirement; no further notice or instruction by the Collateral Giver, the Pledgor (if different) or any other party to CBL shall be required, without prejudice however to the notice that shall be served by the Third-Party CM Account Holder to CBL where the Pledgor is the Collateral Giver, in accordance with Clause 4.5 below. For all purposes required, if the Collateral Giver is not the Pledgor, when completing its Appendix A in the manner above described and providing the Pledge Information to CBL, the Third-Party CM Account Holder shall be deemed to have received power from the Pledgor, as pledgor, hereunder to complete the Pledge Information vis-à-vis CBL-

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, except that, if the Third-Party CM Account Holder is not the Collateral Giver, and if no notice along the lines of the notice in Attachment 2 of this Schedule 2 has been previously served by the Third-Party CM Account Holder on CBL, then such notice (and subsequent acknowledgement of CBL) will have to be served by the Third-Party CM Account Holder on CBL (once).

#### **4.4 Marking to Market**

The Marking to Market of Margin Collateral shall be made in accordance with the Collateral Management Service Agreements.

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 in accordance with the Collateral Management Service Agreements.

## **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).

The Third-Party CM Account Holder shall not permit to create any security over the Relevant Pledged Assets and to the extent that the Third-Party CM Account Holder is not the Collateral Giver, ensure that CBL waives any security created pursuant to the CBL Governing Documents over the CBL GC Pooling Re-Use Pledged Securities Accounts in accordance with Attachment 2 hereto.

To the extent that the Pledgor is not the Collateral Giver, it agrees and accepts that it shall at its own expense promptly and duly execute, give all such assurances and undertake all 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 2 in relation to any CBL GC Pooling Re-use Pledged Securities Account in order to facilitate 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.

The Third-Party CM Account Holder agrees, at the Pledgor's expense, to take such measures and do such things as reasonably required by the Pledgee to perfect, protect and facilitate the rights of the Pledgee under the Agreement and this Schedule 2.

To this effect, the Pledgor and the Third-Party CM Account Holder shall in particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may reasonably deem appropriate.

## **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 2), the arrangements governing a Previous Pledge or a Permitted Pledge or the Collateral Management Service Agreements, and as long as no Event of Default has occurred.

The Third-Party CM Account Holder shall not permit any transfer of Relevant Pledged Assets from the credit of the CBL GC Pooling Re-use Pledged Securities Account, except as permitted by the Clearing Conditions and the Agreement 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 and the Third-Party CM Account Holder shall no longer permit any transfer of Relevant Pledged Assets from the credit of the CBL GC Pooling Re-use Pledged Securities Accounts (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 Collateral Giver shall have entered into Collateral Management Service Agreements with CBL for the management of the Relevant Pledged Assets to the credit of the CBL GC Pooling Re-use Pledged Securities Account(s).

In this regard:

### (a) Exercise of Voting and Related Rights

Provided that the Pledgor decides (through the Third-Party CM Account Holder) to exercise any Voting and Related Rights attached to any Relevant Pledged Asset, the Collateral Giver shall first organise the substitution of 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 Collateral Giver 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).

## **4.9 Representations, Warranties and Covenants**

(a) Where the Pledgor is not the Collateral Giver, the Pledgor hereby represents and covenants that:

(i) it is (and will remain) the owner of the Relevant Pledged Assets or otherwise entitled or authorised to pledge the Relevant Pledged Assets;

(ii) it has the right to pledge the Relevant Pledged Assets;

(iii) without prejudice to those actions referred to in Clause 4.3 (*Perfection of the Pledge*) (in addition to notification and waiver under Clause 4.6 where the Third-Party CM Account Holder is not the Collateral Giver), the Pledge shall be duly perfected and shall constitute a legal, valid and binding first ranking security

- interest in the CBL GC Pooling Re-use Pledged Securities Account(s) in favour of the Pledgee not subject to any prior or pari passu encumbrance and is not liable to be avoided or otherwise set aside on the liquidation or insolvency of the Pledgor or otherwise;
- (iv) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets (otherwise than pursuant to the Pledge);
  - (v) 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 2;
  - (vi) 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 of such company or of any or all of their assets or revenues;
  - (vii) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge or the rights of the Pledgee under or in connection with the Pledge or have a material adverse effect on any CBL GC Pooling Re-Use Pledged Securities Account; and
  - (viii) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge or the rights of the Pledgee under this Schedule, including against claims made by third parties.
- (b) Where the Third-Party CM Account Holder is not the Collateral Giver, the Third-Party CM Account Holder hereby represents and covenants that:
- (i) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets or any of its rights relating to any CBL GC Pooling Re-Use Pledged Securities Account (otherwise than pursuant to the Pledge);
  - (ii) 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 2;
  - (iii) 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 of such company or of any or all of their assets or revenues;
  - (iv) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge or the rights of the

Pledgee under or in connection with the Pledge or have a material adverse effect on any CBL GC Pooling Re-Use Pledged Securities Account; and

- (v) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge or the rights of the Pledgee under this Schedule 2, including against claims made by third parties.
- (c) The Pledgor and the Third-Party CM Account Holder covenant that until the Pledge shall be released by the Pledgee, they will immediately inform the Pledgee of any attachment, execution or other legal process commenced or threatened in respect of any CBL GC Pooling Re-use Pledged Securities Account(s) or all or part of the Relevant Pledged Assets.
- (d) The representations, warranties and covenants under this Clause 4.9 are made as of the date of the Agreement and are deemed repeated each time Relevant Pledged Assets are credited to any CBL GC Pooling Re-Use Pledged Securities Account.

#### **4.10 Further Undertakings**

- (a) The Collateral Giver shall not be entitled to serve any notification on CBL on the basis of Article 18.1 (ii) and/or Article 24.1 of the Collateral Management Service Agreements for Collateral Givers, with respect to, or affecting the functioning of, a CBL GC Pooling Re-use Pledged Securities Account, as long as:
  - (i) all outstanding Relevant Secured Liabilities connected with that CBL GC Pooling Re-use Pledged Securities 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 that CBL GC Pooling Re-use Pledged Securities Account has not been irrevocably granted by the Pledgee to the Pledgor in full.
- (b) The Collateral Giver 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.

(c) If the Third-Party CM Account Holder is not the Collateral Giver, it acknowledges and accepts that:

(i) it shall not be entitled to serve any notification on CBL to close a CBL GC Pooling Re-use Pledged Securities Account, as long as: (a) all outstanding Relevant Secured Liabilities connected with that CBL GC Pooling Re-use Pledged Securities Account have not been satisfied in full, and (b) the release of all pledges (including any Previous Pledge, the Pledge and any Permitted Pledge) 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; and

(ii) it shall not be entitled to serve any notification on CBL to terminate their business relationship as long as: (a) all outstanding Relevant Secured Liabilities connected with all CBL GC Pooling Re-use Pledged Securities Accounts have not been satisfied in full, and (b) 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, 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, and the Third-Party CM Account Holder acknowledges, 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) 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
- (e) 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 3 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 (or, in accordance with the instructions of the Pledgor, to the Third-Party CM Account Holder).

## **7 Order of Distributions**

All amounts received or recovered by the Pledgee in the exercise of its rights under the Agreement (including this Schedule 2) 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, in accordance with the instructions of the Pledgor, to the Third-Party CM Account Holder) or any other person entitled to it.



## **8 Liability of the Pledgee**

The Pledgee shall not be liable to the Pledgor or the Third-Party CM Account Holder 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 2.

### **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 2.

## **10 Notices**

Each communication to be made between the Parties under or in connection with this Schedule 2 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 2), the corresponding terms of the Clearing Conditions and of the Clearing Agreement (including this Schedule 2) shall prevail.

(b) The provisions of this Schedule 2 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 2 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 2) 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 Assignment**

Unless otherwise provided for in the Clearing Conditions or in the Clearing Agreement (including this Schedule 2), neither Party shall assign any of its rights or claims under this Schedule 2 except with the prior written consent of all the other Parties.

## **13 Severability**

Any provision in this Schedule 2 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.

## **14 Headings**

The Clause headings used in this Schedule 2 are for convenience of reference only and shall not affect the construction of this Schedule 2.



**Schedule 2 – Attachment 1**  
**Form of Notice of Pledge with Respect to Securities in (non-CmaX)**  
**Luxembourg Securities Accounts<sup>1</sup>**

To: \_\_\_\_\_ From: \_\_\_\_\_

\* \_\_\_\_\_  
- (as "**Pledgor**")

\* \_\_\_\_\_  
- Address line 1 \*Street no.

\* \_\_\_\_\_  
- Address line 2

\* \_\_\_\_\_  
- Postal code \*Town/city

\* \_\_\_\_\_  
- Country

\* \_\_\_\_\_  
- First name and surname of the contact person

\* \_\_\_\_\_  
- Phone \*Fax

\* \_\_\_\_\_  
- E-mail

<sup>1</sup> Only applicable in case of a Non-CmaX Pledged Account(s) held by a Third-Party CM Account Holder.



Clearstream Banking S.A., société anonyme  
42, Avenue John F. Kennedy  
L-1855 Luxembourg  
R.C.S. Luxembourg B 9248  
("CBL")

and

Eurex Clearing AG  
Mergenthalerallee 61,  
65760 Eschborn,  
Federal Republic of Germany  
Registered in the commercial register of the  
local court (Amtsgericht) in Frankfurt am Main  
under HRB 44828  
(as "Pledgee")

[and]

\* Third-Party CM Account Holder (as "Account  
- Holder")

\* Address line 1 \*Street no.

\* Address line 2

\* Postal code \*Town/city

\* Country

\* First name and surname of the contact person

\* Phone \*Fax

\* E-mail

\_\_\_\_\_ (Date)

Dear Sir or Madam,

We would like to notify you hereby that the Pledgor has pledged in favour of the Pledgee all securities standing to the credit of the account(s) numbered:

<u>Account number(s)</u>	<u>Account name(s)</u>

that have been opened in the name of the Account Holder in your books (each a “**Pledged Securities Account**”) in accordance with a pledge agreement dated \_\_\_\_\_ between the Pledgor as pledgor, the Account Holder as Third-Party CM Account Holder and the Pledgee as pledgee, and in particular its Schedule 2 (the “**Eurex Clearing Pledge Agreement**”).

We would be grateful if CBL could designate in its books that any securities standing from time to time to the credit of the relevant Pledged Securities Account maintained by CBL in the name of the Account Holder, as collectively pledged for the benefit of the Pledgee.

In accordance with article 5, paragraph (2), item (a) (iv) of the law of 5 August 2005 on financial collateral arrangements, as amended, the Account Holder will hold the Relevant Pledged Assets to the credit of the relevant Pledged Securities Account as Third-Party CM Account Holder for the benefit of the Pledgee, as pledgee, and the Pledgor, as owner of the Relevant Pledged Assets and pledgor.

The Account Holder, 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 act solely in accordance with the instructions of the Pledgee.

The Account Holder, the Pledgee and the Pledgor hereby authorise and instruct CBL to follow the 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 credited to such Pledged Securities Account(s).

No voting and related rights attached to the securities standing to the credit of the Luxembourg Pledged Securities Account(s) (including conversions, subdivisions, consolidations, redemptions, takeovers, pre-emption options or other rights in respect of any item of security in a Pledged Securities Account) may be exercised by the Pledgor (through the Account Holder).

Until the occurrence of an Event of Default or Enforcement Event, CBL shall be authorised to follow instructions of the Pledgor (via the Account Holder) 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.

Each of the Pledgor and the Account Holder hereby agrees that, for the purposes of the authorisation of the Pledgee by the Pledgor and the Account Holder as set out above, the Pledgor and the Account Holder shall be fully liable to CBL, each for its relevant obligations created pursuant to the authority described above and undertake to ratify whatever the Pledgee causes to be done under such authority. Each of the Pledgor and the Account Holder hereby agrees and confirms that CBL shall not be liable and that the Pledgor and the Account Holder shall, each with respect to its relevant obligations vis-à-vis CBL, indemnify, exonerate and hold 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 the Pledgee under the authorisation described above.

Upon the occurrence of an Enforcement Event which is continuing and notified to CBL, the Pledgee will be entitled to enforce the Pledge pursuant to Clause 7 of Schedule 2 to the Eurex Clearing Pledge Agreement. Any communication, notification and instruction in respect of an enforcement shall be solely given by the 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 the 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 the 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 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 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 Account Holder hereby expressly authorises CBL to disclose to the Pledgee and the Pledgor through the communication means selected by the Pledgee and the Pledgor (the “**Authorisation**”) any reports and any information related to the Pledged Securities Account(s) (the “**Information**”).

The Pledgor and the Account Holder hereby agree 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 the Pledgor or the Pledgee of all or any part of the Information.

Each of the Pledgor and the Pledgee hereby acknowledges and agrees that in the event the Authorisation is revoked by the Account Holder, CBL will no longer be entitled to provide to the Pledgee and the Pledgor any Information and the Pledgor, the Account Holder and the 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 Account Holder, the Pledgor and/or to the 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 Account Holder, the Pledgor and/or the Pledgee or of their respective counterparty’s depository, custodian, or financial institution; acts or omissions of issuers and any entity acting for such issuers, order routers; 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 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 Account Holder, the Pledgor and/or the Pledgee.

The Account Holder, the Pledgor and the Pledgee request CBL, and by signing the present notice, CBL accepts, to waive CBL’s retention right and pledge pursuant to Articles 43 and 44 of the General Terms and Conditions (or any successor provision) with respect exclusively to the Relevant Pledged Assets standing to the credit of the Pledged Securities Account(s). CBL also agrees not exercise its right of set off pursuant to Article 46 of the General Terms and Conditions. To the extent not prevented by law, CBL agrees not to permit any lien, claim, charge, pledge or encumbrance to exist in its favour in respect of the Relevant Pledged Assets standing to the credit of the Pledged Securities Account(s). This waiver shall serve to supplement and amend the General Terms and Conditions with respect to the subject matter contained herein.



This waiver shall have no other effect whatsoever on any other account(s) of the Pledgor or the Account Holder with CBL, nor on any positions other than the assets standing from time to time to the credit of the Pledged Securities Account(s).

This notification and any contractual and non contractual obligations deriving therefrom shall be governed by Luxembourg law. Any dispute arising in connection with this notification shall be submitted to the exclusive jurisdiction of the courts of the City of Luxembourg (Grand Duchy of Luxembourg).

Kind regards,

---

Acting for the Pledgor

---

Name

---

Name

---

Capacity

---

Capacity

---

Acting for Eurex Clearing AG (as the Pledgee)

---

Name

---

Name

---

Capacity

---

Capacity

---

Acting for the Account Holder

---

Name

---

Name

---

Capacity

---

Capacity

\*\*\*\*\*





CBL hereby confirms receipt and acknowledges the terms of the letter set out above.

Date: \_\_\_\_\_.

\_\_\_\_\_  
Acting for Clearstream Banking S.A.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Capacity



**Schedule 2 – Attachment 2**  
**Form of Notice of Waiver of CBL Rights Over Securities in CmaX Pledged**  
**Accounts and CBL GC Pooling Re-use Pledged Securities Accounts Where the**  
**Third-Party CM Account Holder is not the Collateral Giver**

<p>To: _____</p> <p><u>Clearstream Banking S.A., société anonyme</u>  <u>42, Avenue John F. Kennedy</u>  <u>L-1855 Luxembourg</u>  <u>R.C.S. Luxembourg B 9248</u>  <u>("CBL")</u></p> <p>cc: _____</p> <p>_____ (Name)          _____ (Address)  <u>(as "Pledgor")</u></p> <p>cc: _____</p> <p><u>Eurex Clearing AG</u>  <u>Mergenthalerallee 61,</u>  <u>65760 Eschborn,</u>  <u>Federal Republic of Germany</u>  <u>Registered in the commercial register of the local court</u>  <u>(Amtsgericht) in Frankfurt am Main under HRB 44828</u>  <u>(as "Pledgee")</u></p> <p>_____</p>	<p>From: _____</p> <p>* _____          - <u>Third-Party CM Account Holder (as</u>  <u>"Account Holder")</u></p> <p>* _____          - <u>Address line 1</u> <u>*Street no.</u></p> <p>* _____          - <u>Address line 2</u></p> <p>* _____          - <u>Postal code</u> <u>*Town/city</u></p> <p>* _____          - <u>Country</u></p> <p>* _____          - <u>First name and surname of the contact</u>  <u>person</u></p> <p>* _____          - <u>Phone</u> <u>*Fax</u></p> <p>* _____          - <u>E-mail</u></p> <p>_____</p>
--	--

\_\_\_\_\_ (Date)

Dear Sir or Madam,

Please be informed that the Pledgor has pledged in favour of the Pledgee the securities standing to the credit of the account(s) numbered:

<u>Account number(s)</u>	<u>Account name(s)</u>

that have been opened in the name of the Account Holder in your books (each a “**Pledged Securities Account**”) in accordance with a pledge agreement dated \_\_\_\_\_ between the Pledgor as pledgor, the Account Holder as Third-Party CM Account Holder and the Pledgee as pledgee, and in particular its Schedule 2 (the “**Eurex Clearing Pledge Agreement**”).

The pledge created in favour of the Pledgee has been notified to you by the Pledgor and the Pledgee when entering into the collateral management services agreements with you, and notably when completing matching Appendixes A thereunder (in particular via the selection “TCMS PL” services).

In the above context we hereby request CBL, and by signing the present notice CBL accepts, to waive CBL’s retention right and pledge pursuant to Articles 43 and 44 of CBL’s General Terms and Conditions (or any successor provision) with respect exclusively to the pledged assets standing to the credit of the Pledged Securities Account(s). CBL also agrees to not exercise its right of set off pursuant to Article 46 of CBL’s General Terms and Conditions. To the extent not prevented by law, CBL agrees not to permit any lien, claim, charge, pledge or encumbrance to exist in its favour, in respect of the pledged assets held in a Pledged Securities Account. This waiver shall serve to supplement and amend the General Terms and Conditions with respect to the subject matter contained herein.



This notification and any contractual and non contractual obligations deriving therefrom shall be governed by Luxembourg law. Any dispute arising in connection with this notification shall be submitted to the exclusive jurisdiction of the courts of the City of Luxembourg (Grand Duchy of Luxembourg).

Kind regards,

---

Acting for the Account Holder

---

Name

---

Name

---

Capacity

---

Capacity



**Accepted and agreed on** \_\_\_\_\_

\_\_\_\_\_  
Acting for Clearstream Banking S.A.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Capacity