

~~the Pledgor Collateral Giver shall first arrange/organise for the substitution of the Relevant Pledged Assets in accordance with Clause 4.4 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 GC Pooling Re-use ISA Direct Luxembourg 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 GC Pooling Re-use ISA Direct Luxembourg 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 GC Pooling Re-use ISA Direct Luxembourg Pledged Securities Account, the Pledgor shall be entitled to request the Pledgee to instruct CBL to transfer such Distributions out of the GC Pooling Re-use ISA Direct Luxembourg Pledged Securities Account. As long as no Event of Default has occurred, Distributions will be collected by the Pledgor or credited to the GC Pooling Re-use ISA Direct Pledged Securities Accounts in accordance with the Collateral Management Services Agreement.~~

~~_____ 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 GC Pooling Re-use ISA Direct Pledged Securities 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.~~

4.8 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 GC Pooling Re-use ISA Direct Luxembourg Pledged Securities Account, as long as:~~

~~_____ (i) all outstanding Relevant Secured Liabilities connected with that GC Pooling Re-use ISA Direct Luxembourg Pledged Securities Account have not been satisfied in full; and~~

- (ii) the release of the Pledge over the Relevant Pledged Assets to the GC Pooling Re-use ISA Direct Luxembourg 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 GC Pooling Re-use ISA Direct Luxembourg 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 over the Relevant Pledged Assets to all GC Pooling Re-use ISA Direct Luxembourg 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 Pledge 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 GC Pooling Re-use ISA Direct Luxembourg Pledged Securities Account, as long as: (a) all outstanding Relevant Secured Liabilities connected with that GC Pooling Re-use ISA Direct Luxembourg Pledged Securities Account have not been satisfied in full, and (b) the release of all pledges over the Relevant Pledged Assets to that GC Pooling Re-use ISA Direct Luxembourg 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 GC Pooling Re-use ISA Direct Luxembourg Pledged Securities Accounts have not been satisfied in full, and (b) the release of all pledges in favour of the Pledgee over the Relevant Pledged Assets to all GC Pooling Re-use ISA Direct Luxembourg Pledged Securities Accounts, has not been irrevocably granted by the Pledgee to the Pledgor in full.

5 Representations, Warranties and Covenants

5.1 **With respect to Luxembourg ISA Direct Pledged Securities Accounts and Collateral Accounts where the Pledgor is not a party to the Collateral Management Service Agreement for the Collateral Giver, the Pledgor hereby represents and covenants that:**

- (a) it is (and will remain) the owner of the Relevant Pledged Assets or otherwise entitled or authorised to pledge the Relevant Pledged Assets;
- (b) it has the right to pledge the Relevant Pledged Assets;
- (c) without prejudice to those actions referred to in (i) Clause 2.2 when Luxembourg ISA Direct Pledged Securities Accounts are concerned, (ii) Clause 3.2 when CmaX ISA Direct Luxembourg Pledged Securities Accounts are concerned (in addition to notification and waiver under Clause 3.3 when the Third Party Pledge Holder is not the Collateral Giver) and (iii) Clause 4.2 when GC Pooling Re-Use ISA Direct Luxembourg Pledged Securities Accounts are concerned (in addition to notification and waiver under Clause 4.5 when the Third Party Pledge 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 Luxembourg Pledged Securities Accounts 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;
- (d) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets (otherwise than pursuant to the Pledge);
- (e) 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;
- (f) 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;
- (g) 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 ISA Direct Pledged Securities Account; and
- (h) 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.

5.2 With respect to Luxembourg ISA Direct Pledged Securities Accounts and Collateral Accounts where the Third Party Pledge Holder is not a party to the Collateral Management Service Agreement for the Collateral Giver, the Third Party Pledge Holder hereby represents and covenants that:

- (a) it is (and will remain) the holder of the Collateral Accounts;
- (b) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets or any of its rights relating to any Collateral Account (otherwise than pursuant to the Pledge);
- (c) 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;
- (d) 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;
- (e) 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 Collateral Account; and
- (f) 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.

5.3 The Pledgor and the Third Party Pledge 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 Collateral Account or all or part of the Relevant Pledged Assets.

The representations, warranties and covenants under this Clause 5 are made as of the date of the Agreement and are deemed repeated each time Relevant Pledged Assets are credited to any Collateral Account.

6 No Re-Use Right of Relevant Pledged Assets

The Pledgee and the Pledgor agree, and the Third Party Pledge Holder acknowledge, that the Pledgee shall have no right to use the Relevant Pledged Assets standing to the credit of the Collateral Accounts during the term of the Pledge.

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.

7 Enforcement

7.1 Realization of the Relevant Pledged Assets

The Pledgee may, upon the occurrence of an Enforcement Event, which is continuing, realise the Relevant Pledged Assets or any part thereof, in accordance with applicable provisions of Luxembourg law, with the right for the Pledgee:

- (a) to appropriate any of the Relevant Pledged Assets at the fair market value thereof as 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 the latter 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 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, at a stock exchange or by public auction held by a public officer designated by the Pledgee;
- ~~(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;~~
- (ed) to apply to court to be authorised to make the appropriation of the Relevant Pledged Assets at a price to be determined by an expert; and
- (ef) to take advantage of any other realisation or enforcement method permissible under applicable law.

7.2 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 an Event of Default or Enforcement Event has occurred substantially in the form of the notice attached hereto as Attachment 3 for Luxembourg ISA Direct Pledged Securities Accounts or in accordance with the procedures and notifications provided for in the Collateral Management Service Agreements for CmaX ISA Direct Luxembourg Pledged Securities Accounts and GC Pooling Re-use ISA Direct Luxembourg Pledged Securities Accounts.

7.3 Limitation on realisation

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 Clause 7.3, 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 the Third Party Pledge Holder as ISA Direct Margin for the Pledgor, in accordance with the instructions of the Pledgor to the Pledgee.

8 Order of Distributions

All amounts received or recovered by the Pledgee in the exercise of its rights under 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 any other person entitled to it, or to the Third Party Pledge Holder as ISA Direct Margin for the Pledgor, in accordance with the instructions of the Pledgor to the Pledgee.

9 Liability of the Pledgee

The Pledgee shall not be liable to the Pledgor or the Third Party Pledge 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.

10 Other Provisions

10.1 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.

10.2 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.

11 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 ISA Direct Clearing Agreement and the Clearing Conditions.

12 Rights, Waivers and Determinations

12.1 Ambiguity

- (a) Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to the ISA Direct Clearing Agreement, the Clearing Conditions or the Agreement (including this Schedule 2), the corresponding terms of the ISA Direct Clearing Agreement, the Clearing Conditions and of the Agreement to which this Schedule is attached (including this Schedule 2) shall prevail.
- (b) The provisions of this Schedule 2 are without prejudice to the provisions of the ISA Direct Clearing Agreement, the Clearing Conditions and the Agreement. In case of inconsistency, the provisions in the ISA Direct Clearing Agreement, the Clearing Conditions and the Agreement shall prevail, save as regards the account control and enforcement provisions set forth in this Schedule 2 which shall be overriding.

12.2 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, the ISA Direct Clearing Agreement and the 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.

~~13 Amendments~~

~~None of the terms or provisions of this Schedule 2 may be waived, altered, modified or amended, except by an instrument in writing, duly executed by the Pledgee, the Pledgor and the Third Party Pledge Holder.~~

4413 Assignment

Unless otherwise provided for in the ISA Direct Clearing Agreement, the Clearing Conditions or the Agreement (including this Schedule 2), neither the Pledgor nor the Third Party Pledge Holder shall assign any of its rights or claims under this Schedule 2 except with the prior written consent of all the other Parties.

4514 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.



4615 _____ **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 (non-CmaX) Luxembourg
ISA Direct Pledged Securities Accounts¹

by ~~Registered Mail~~

To:

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

From:

* _____
Pledgor

* _____ *Street no.
Address line 1

* _____
Address line 2

* _____ *Town/city
Postal code

* _____
Country

* _____
First name and surname of the contact person

* _____ *Fax
Phone

* _____
E-mail

¹ Only applicable in case of (non-CmaX) Luxembourg ISA Direct Pledged Securities Account(s) held by a Third Party Pledge Holder.



Eurex Clearing Aktiengesellschaft
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**")

* Third Party Pledge 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

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 ~~into~~ the credit of the relevant Luxembourg ISA Direct Pledged Securities Account as third party pledge 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.

~~As part of this account control mechanism,~~ The Account Holder, the Pledgee and the Pledgor hereby authorise and instruct CBL to solely follow the instructions of the Pledgee with respect to the Luxembourg ISA Direct 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 can include, without limitation, the debit of the Luxembourg ISA Direct 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 thereto, as well as claims (including claims for cash repayment), eligible in CBL and credited on the~~ to such Luxembourg ISA Direct Pledged Securities Account(s).

No voting and related rights attached to the securities standing to the credit of the Luxembourg ISA Direct 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 Luxembourg ISA Direct Pledged Securities Accounts) 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 CBL is notified to the contrary by the Pledgee, CBL shall follow any instructions of the Pledgor (via the Account Holder) with respect to cash amounts standing to the credit of the Luxembourg ISA Direct Pledged Securities Account(s) subject to the limitations and provisions of CBL's General Terms and Conditions. ~~CBL shall only proceed with any substitution of assets standing to the credit of a Luxembourg ISA Direct Pledged Securities Account provided that it is so instructed by the Pledgee.~~

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. ~~In accordance with the above account control mechanism, a~~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.

CBL is hereby instructed to consider the securities standing to the credit of the Luxembourg ISA Direct 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 Luxembourg ISA Direct 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 Pledgor or 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 or deposit or crediting to the Luxembourg ISA Direct 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 ~~Section 1~~ of the General Terms and Conditions (or any successor provision) with respect exclusively to the Relevant Pledged Assets standing to the credit of the Luxembourg ISA Direct 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 securities~~ standing from time to time to the credit of the Luxembourg ISA Direct 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 the Third Party Pledge Holder:

signature

signature

Name and capacity

Name and capacity



Accepted and agreed on _____

Acting for Eurex Clearing AG (as the Pledgee)

Name

Name

Capacity

Capacity

Accepted and agreed on _____

Acting for Clearstream Banking S.A.

Name

Name

Capacity

Capacity



Schedule 2 – Attachment 2
Form of Notice of Waiver of First Ranking Pledge CBL Rights Over Securities in
CmaX ISA Direct Luxembourg Pledged Securities Accounts and GC Pooling
Re-use ISA Direct Luxembourg Pledged Securities Accounts When the Third
Party Pledge Holder is not the Collateral Giver

by registered mail

To:

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

cc:

_____ (Name)
_____ (Address)
(as “Pledgor”)

cc:

Eurex Clearing Aktiengesellschaft
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”)

From:

* _____
Third Party Pledge Holder (as “Account
Holder”)

* _____ *Street no.
Address line 1

* _____
Address line 2

* _____ *Town/city
Postal code

* _____
Country

* _____
First name and surname of the contact person

* _____ *Fax
Phone

* _____
E-mail



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

Schedule 2 – Attachment 3
Form of Notice To Be Given To Clearstream Banking S.A.
in Case Of An Event of default or Enforcement Event for
Luxembourg ISA Direct Pledged Securities Accounts¹

To:

Clearstream Banking S.A.
To the attention of _____
42, avenue J.F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

cc:

_____ (Third Party Pledge Holder)

(the “**Account Holder**”)

cc:

_____ (Pledgor)

(the “**Pledgor**”)

From:

Eurex Clearing Aktiengesellschaft
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**”)

_____ (Date)

Dear Sir or Madams,

Notice of an Enforcement Event

We refer to the bank account bearing number _____ (the “**Pledged Securities Account**”)
opened in the name of the Account Holder with your institution.

We hereby give you notice pursuant to Clause 7.2 of Schedule 2 attached to the pledge agreement
dated _____ between the Account Holder, the Pledgor and our institution as Pledgee (the
“**Eurex Clearing Pledge Agreement**”), that an Event of Default/Enforcement Event (as defined in the
Eurex Clearing Pledge Agreement) has occurred.

[Instructions in relation to the Relevant Pledged Assets].

Yours sincerely,

(Pledgee)

Name: _____

Title: _____

¹ To be used with (non-CmaX) Luxembourg ISA Direct Pledged Securities Accounts held by a Third Party Pledge Holder – For CmaX ISA Direct Luxembourg Pledged Securities Accounts and GC Pooling Re-use ISA Direct Luxembourg Pledged Securities Accounts use CBL templates or secure secure messaging system in accordance with the procedures set out in the Collateral Management Service Agreements.



Schedule 3 – Form of Notice of Pledge to Clearstream Banking AG

by registered mail

To :

Clearstream Banking AG
60485 Frankfurt am Main
("CBF")

From:

* _____
ISA Direct Clearing Member

* _____ *Street no.
Address line 1

* _____
Address line 2

* _____ *Town/city
Postal code

* _____
Country

* _____
First name and surname of the contact person

* _____ *Fax
Phone

* _____
E-mail



The Pledgor further asks CBF, to the extent not previously waived, to waive any prior ranked pledge CBF may have according to the General Terms and Conditions of CBF (*Allgemeine Geschäftsbedingungen der Clearstream Banking AG*) ~~or~~ and any other retention right with respect to the above-mentioned securities account(s).

In addition, the Pledgor hereby informs CBF that if any of the accounts listed above are connected to the collateral management system CmaX operated by Clearstream Banking S.A., Eurex Clearing AG (as pledgee) may authorise Clearstream Banking S.A. to take, if any of the pledges over securities credited to any such accounts become enforceable (*Pfandreife*), enforcement action on behalf of Eurex Clearing AG.

[If any of the accounts or sub-accounts listed above is held by the Third Party Pledge Holder, all notices and instructions set out herein are also given by the Third Party Pledge Holder.]²

Please confirm receipt and acknowledgement of this letter by countersigning and sending a copy of this letter to Eurex Clearing AG, Client Service, Trading & Clearing Member/Vendor Services & Admission / Clearing (DSG), (Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany).

Kind regards,

Name and capacity

Acting for the Pledgor

[Acting for the Third Party Pledge Holder:³

signature

signature

Name and capacity

Name and capacity]

* * * * *

² To be included if any of the accounts/sub-accounts is an account/sub-account held by the Third Party Pledge Holder (Clearing Agent or Third Party Account Holder).

³ To be included if any of the accounts/sub-accounts is an account/sub-account held by the Third Party Pledge Holder (Clearing Agent or Third Party Account Holder).



CBF hereby confirms receipt, acknowledges the terms of the letter set out above and agrees to waive any prior ranked pledge CBF may have according to the General Terms and Conditions of CBF (*Allgemeine Geschäftsbedingungen der Clearstream Banking AG*) or any other retention right with respect to the above-mentioned securities account(s).

Clearstream Banking AG

(place)

(date)

(signature)

(signature)

(printed name)

(printed name)

(title)

(title)
