

MR01

Particulars of a charge

ashurst

A fee is payable with this form
Please see 'How to pay' on the
last page


You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge.
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery


 You **must** enclose a certified copy of the instrument with this form. This must be
scanned and placed on the public record. **Do not send the original**



A07 *A4AY3BMJ* #204
04/07/2015
COMPANIES HOUSE

1 Company details

Company number 0 0 5 4 3 8 2 8
Company name in full WILLIS PENSION TRUSTEES LIMITED

 **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 2 0 6 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name CREDIT SUISSE SECURITIES (EUROPE) LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

NONE

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8 Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☒

① This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X ALA LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name KBEATO/JAH/CRE30 00177/42055455

Company name Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 543828

Charge code: 0054 3828 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd June 2015 and created by WILLIS PENSION TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2015

DX

Given at Companies House, Cardiff on 17th July 2015



Companies House



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

Certified as a true copy of the original instrument save for the material redacted pursuant to s.859G of the Companies Act 2006

[Signature]
Angela Chung
Solicitor of England and Wales



CREDIT SUISSE

This Listed Derivatives Transactions Clearing Agreement (the "Agreement") is entered into between:

- (A) Credit Suisse Securities (Europe) Limited of One Cabot Square, London, E14 4QJ, England ("we", "us"); and
- (B) Rogge Global Partners PLC of Sion Hall, 56 Victoria Embankment, London EC4Y 0DZ acting as agent on behalf of the various Counterparties listed in the Schedule ("you")

IT IS HEREBY AGREED AS follows

1. GENERAL

- 1.1 This Agreement sets out the basis on which we will provide services to you. This Agreement governs each Transaction entered into or outstanding between us on or after the execution of this Agreement. Subject to Applicable Regulations and this Agreement there shall be no restrictions on the Transactions in respect of which we may deal with you. This Agreement replaces, restates and supersedes in its entirety any listed derivatives transactions clearing agreements between us which are dated prior to the date hereof
- 1.2 We act as principal and not as agent on your behalf. You act as agent on behalf of various Counterparties listed in the Schedule as may be amended from time to time.
- 1.3 This Agreement replaces, restates and supersedes in its entirety the listed derivatives transactions clearing agreements between us which are dated 8 October 2008 and any existing outstanding Transactions entered prior to the date of this Agreement are hereby deemed to be entered into pursuant to this Agreement and are governed by its terms.

2. APPLICABLE REGULATIONS

- 2.1 **Subject to Applicable Regulations:** If there is any conflict between the provisions of this Agreement and any Applicable Regulations, the latter will prevail. We may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you.
- 2.2 **Market action:** If a Market (or intermediate broker or agent, acting at the direction of, or as a result of action taken by, a Market) takes any action which affects a Transaction, then we may take any action which we, at our discretion, consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on you. If a Market or regulatory body makes an enquiry in respect of any of your Transactions, you agree to co-operate with us and to promptly supply information requested in connection with the enquiry.

3. FUTURES AND OPTIONS

- 3.1 **Matching trades:** In respect of every Transaction made between us subject to the Rules of a Market, we shall have made (or arranged to have made through an intermediate broker who may be an associate) on a principal to principal basis a matching transaction or shall accept the allocation to us of such a transaction.
- 3.2 **Give Up:** In respect of every Transaction made between us and given up to be cleared by another broker or dealer as specified by you
 - if such broker or dealer accepts the give-up, we shall (without prejudice to any claim we may have for commission or other payment) upon such acceptance cease to be a party to the Transaction and shall have no obligation to you for its performance;
 - if such other broker or dealer declines to accept the give-up, we shall be entitled at our option either to confirm the Transaction with you or to liquidate it by such sale, purchase, disposal or other transaction or cancellation as we may in our discretion determine, whether on the relevant Market or by private contract or any other feasible method (including taking it over ourselves or transferring it to an associate), and any balance resulting from such liquidation shall be promptly settled between us but without prejudicing our rights under this Agreement or otherwise

- 3.3 **Allocation on delivery or exercise:** Where the relevant Market or intermediate broker does not specify a particular transaction when making a delivery or exercising an option, we may allocate randomly or in a way which seems to us to be most equitable.
- 3.4 **Transaction given up to us for clearing:** Subject to the Rules of any relevant Market, this clause applies where there is a give-up agreement between you, us and a third party executing broker, and the reference number or mnemonic applicable to you is quoted by such executing broker when a Transaction is submitted to us for clearing. Notwithstanding any provision contained in the relevant give-up agreement, if we accept such Transaction for clearing, such Transaction shall be binding and conclusive on you immediately on its acceptance for clearing by us whether or not the details of such Transaction have not previously been confirmed to us by you. We shall not be liable to you for any losses, costs, expenses or damages arising from any discrepancy between details in your instructions to such executing broker and details of Transactions submitted to us for clearing. Any dispute relating to a Transaction given up or attempted to be given up to us for clearing shall be determined under applicable arbitration rules of the relevant Market.
- 3.5 **Fees and Charges:** We may charge fees and other charges in the provision of services hereunder. We will follow regulatory requirements concerning any charges charged to you and in reporting Transaction charges to you.
- 3.6 **Fees paid to executing broker:** Subject to the Rules of any relevant Market, if a give-up agreement between you, us and a third party executing broker provides that the executing broker will invoice us directly for its commissions in relation to the execution of an order, then we shall be entitled to rely on the details specified in any invoice presented to us by such executing broker and, notwithstanding that the amounts specified in the invoice may be incorrect, you shall fully reimburse us for any sum paid to the executing broker in respect of that invoice. We shall have no liability to you for any losses, costs, expenses or damages incurred or suffered by you as a result of an incorrect amount being specified in an invoice.
- 3.7 **Exercise of options:** You understand that Markets have established exercise cut-off times for the tender of exercise instructions in relation to options and that options will become worthless in the event that you do not deliver instructions by such expiration time. You also acknowledge that we may establish exercise cut-off times which may be earlier than the exercise cut-off times established by the relevant Market. Subject to clause 3.7, we may automatically exercise any "in the money" options for you, however, will not be under any obligation to do so and you shall have no claims against us arising out of the fact that an option was not exercised.
- 3.8 **Deemed exercise of options:** Where the Rules of any relevant Market provide that an option is exercised automatically under a back-to-back Transaction which has been entered into by us on your instructions, the corresponding Transaction to which you and we are both party will be deemed to have been automatically exercised at the same time.
- 3.9 **Correction of order:** You understand that Markets may from time to time sanction the making of contracts by us off-exchange in order to satisfy your order, where there has been an error in the execution of your order on-exchange. Where a better price (an improvement) can be obtained, we will seek to secure and offer that improvement to you. Where, in response to your order, we have bought or sold in accordance with the instruction in your order to buy or, as the case may be, to sell but have traded the wrong delivery/expiry month or wrong exercise price of the relevant contract, then we may in accordance with the Rules of any relevant Market offset any loss arising from that trade against any improvement achieved for you in the course of correctly satisfying your order, thus offering you only the net improvement, if any.
- 3.10 **Market intervention:** You understand that business on a market operated by a Market may from time to time be suspended or restricted or the market may from time to time be closed for a temporary period or for such longer period as may be determined in accordance with the rules of any relevant Market on the occurrence of one or more events which require such action to be taken in the interests of, maintaining a fair and orderly market. Any such action may result in our being unable, and through us, you being unable to enter into Transactions in accordance with the rules of the relevant Market. Furthermore we, and through us, you may from time to time be prevented from or hindered in entering into contracts in accordance with the rules of the relevant Market as a result of a failure of some or all market facilities. We shall have no liability to you for any losses,

costs, expenses or damages incurred or suffered by you as a result of any of the circumstances or occurrences referred to above

3.11 Instructions: We may introduce you or pass your order to Credit Suisse Securities (USA) LLC ("CSLLC"), a United States ("U.S.") based affiliate of CS. You acknowledge that CSLLC is not authorised to carry on Regulated Business. Transactions between you and CSLLC will be subject to the standard terms and conditions of CSLLC for the Transaction in question and you shall comply with applicable US legal and regulatory requirements, including, but not limited to, those of the United States Securities and Exchange Commission, the Board of Governors of the Federal Reserve System, the National Association of Securities Dealers, the New York Stock Exchange and the Commodity Futures Trading Commission. You will be required to enter into the appropriate agreements with CSLLC (including as to the provision of margin) if applicable before any Transactions between you and CSLLC take place. In the event of any dispute concerning such Transactions, the agreements entered into between you and CSLLC or any Applicable Regulations, rules, customs, usages, rulings and interpretations of any market or exchange where the Transactions are executed shall govern, but this shall be without prejudice to your obligations under this Agreement.

3.12 We shall, in accordance with Clause 10.1, be entitled but not bound to act upon a request from you to carry out a Transaction or give effect to an instruction with respect to a Transaction, but may, without limitation to the foregoing, in our absolute discretion and at any time refuse to accept an order for a Transaction or refuse to enter into any Transaction. If we decline to carry out a Transaction we shall, subject to Applicable Regulations, promptly notify you but shall have no liability for any losses incurred by you by reason of any omission so to do.

3.13 Use of Agents: We may employ agents (who may be our Affiliates) in connection with any services and Transactions (in whole or in part) pursuant to this Agreement on such terms as we think fit.

4. NO ADVICE

4.1 Execution only We deal on an execution-only basis and do not advise on the merits of particular Transactions, or their taxation consequences.

4.2 Own judgement and suitability In asking us to enter into any Transaction, you represent that you have been solely responsible for making your own independent appraisal and investigations into the risks of the Transaction. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any Transaction. We give you no warranty as to the suitability of the products traded under this Agreement and assume no fiduciary duty in our relations with you.

5. MARGINING ARRANGEMENTS

5.1 Margin call: You agree to pay us on demand such sums by way of Margin as are required from time to time under the Rules of any relevant Market (if applicable) ("Exchange Margin").

5.2 Form of Margin: Margin shall be provided by or on behalf of you in cash or Collateral acceptable to us as determined by us in our absolute discretion and shall be held pursuant to the security provided by you pursuant to clause 5.4 below. The value of any Collateral and the proportion of that value to be taken into account as Margin shall be determined by us in our absolute discretion.

5.3 Set off on default: If there is an Event of Default or this Agreement terminates, we shall set off the balance of any Margin held by us against your obligations (as reasonably valued by us) to us. The net amount, if any, payable between us following such set off shall take into account the Liquidation Amount payable under clause 8 below.

5.4 Security interest. As a continuing security for the performance of all your obligations (whether actual or contingent, present or future) to us under or pursuant to this Agreement ("Secured Obligations") you grant to us, with full title guarantee, a first fixed security interest in all Margin now or in the future provided by you to us or to our order or under our direction or control or that of a Market or otherwise standing to the credit of your account under this Agreement or otherwise held by us or our Affiliated Companies or our nominees on your behalf.

- 5.5 **Further assurance:** You agree to execute such further documents and to take such further steps as we may reasonably require to perfect our security interest over, be registered as owner of or obtain legal title to the Margin, secure further the Secured Obligations, enable us to exercise our rights or to satisfy any market requirement.
- 5.6 **Substitution** You may not withdraw or substitute any property subject to our security interest without our consent.
- 5.7 **Negative pledge:** You undertake neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to us, except a lien routinely imposed on all securities in a clearing system in which such securities may be held
- 5.8 **Power to charge:** You agree that we may, free of any adverse interest of yours or any other person, grant a security interest over Margin provided by you to cover any of our obligations to an intermediate broker or Market, including obligations owed by virtue of the positions held by us or other of our clients
- 5.9 **Power of sale:** If an Event of Default occurs, we may exercise the power to sell all or any part of the Margin. The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Agreement or to any exercise by us of our rights to consolidate mortgages or our power of sale. We shall be entitled to apply the proceeds of sale or other disposal in paying the costs of such sale or other disposal and in or towards satisfaction of the Secured Obligations
- 5.10 **General lien:** In addition and without prejudice to any rights to which we may be entitled under this Agreement or any Applicable Regulations, we shall have a general lien on all property held by us or our nominees on your behalf until the satisfaction of the Secured Obligations
- 5.11 **Right to use:** You hereby authorise us at any time to borrow, lend or otherwise use for our own purposes any margin without giving notice of such use to you. We may retain for our own account all fees, profits and other benefits received in connection with any such use. Upon such use any Margin will become our absolute property (or that of any transferee) and you will thereupon have a right against us for return of Margin of an identical type, nominal value, description and amount ("Equivalent Margin"). Equivalent Margin will be returned to you by causing it to be transferred or designated to your account(s) charged to us where Margin was held prior to its use, or to such other of your accounts charged to us as we shall agree and shall upon transfer or designation to your account(s) become subject to all the provisions of this Agreement. If an Event of Default occurs, instead of delivering Equivalent Margin to you, we may pay you the fair market value of any such Equivalent Margin in accordance with sub-clause 8.1
- 5.12 From time to time, and if so requested by you, we shall compare the total amount of Margin transferred to us by you against the Exchange Margin requirement notified to you pursuant to clause 5.1. To the extent that we determine that the Margin held by us is in excess of the Exchange Margin requirement, we confirm that we will be prepared to release such excess from the security interest granted by you to us pursuant to clause 5.4 and shall notify you of the same. On receipt of transfer, payment or delivery instructions from you, we shall transfer, pay or deliver (as the case may be) Equivalent Margin to you (or to your order) in an amount equal to the excess determined in accordance with this clause 5.12
- 5.13 **Client Money and Cash Margin:**
- 5.13.1 Subject to the Client Money Rules of FCA, we will hold all Margin in the form of cash deposited with us on trust in the following order of priority:
- for us to the extent of all sums due or which may become due to us or payable by us on your behalf under or pursuant to this Agreement, and
 - for you to the extent of any surplus which remains following payment of all such sums due from you to us under this Agreement
- 5.13.2 We may withdraw any money held as Margin to pay to any broker, clearing house, Market or other party all margins, premiums and any other amounts on Transactions demanded or due from us in respect of our clients, and for any other purposes allowed under the rules of FCA

- 5.13.3 We may transfer money received from you to dealers located outside the United Kingdom for the purposes of undertaking Transactions on overseas Markets. Your money might not be protected as effectively when held by a dealer outside the United Kingdom as if it were held in a client bank account in the United Kingdom, and in the event of any shortfall arising on the money available to meet the claims of clients as a result of the dealer failing to return money held for clients, your claim will be restricted to the money held in our client bank account in respect of Transactions carried out through the relevant dealer, and to any money received from the relevant dealer relating to such Transactions.
- 5.13.4 Subject to the rules of FCA, where they apply, any loss incurred on default by any Market, clearing house or broker in respect of margin paid by us will be borne by all of our clients at the date of such loss in proportion to their respective entitlement to monies in the account from which such sums were paid at that time.
- 5.13.5 We shall pay you interest on money held as Margin at such rates as are agreed between us from time to time.
- 5.13.6 Clause 5.2 of the Terms are hereby amended by the deletion of the last 3 sentences thereof.
- 5.14 **Payment Netting.** Without prejudice to any other rights to which we may be entitled, if on any date there are amounts which would otherwise be payable by one party to the other then on such date we may, without prior notice to you, set off any such payment amounts owed by you to us against any payment amounts owed by us to you in each case arising under this agreement. We shall notify you of such set-off in your daily margin statement.

6 CUSTODY OF SECURITIES

- 6.1 Where Margin consists of Collateral and save to the extent that any such Collateral is transferred to us by transfer of title, we shall hold such Collateral in custody in accordance with the FCA's Rules and any such Collateral will be credited to a custody account in your name. The title of any account will make it clear that such Collateral credited to that account belongs to you (subject to the security interest granted to us in clause 5.4 above) and any such account will be separate from any account in which we hold our own assets. We may in our discretion refuse to accept a delivery of any Collateral.
- 6.2 We intend to pool Collateral and shall be entitled to treat it as fungible with assets of the same description of other customers and at any time allocate assets of an identical type, nominal value, description and amount ("Equivalent Assets") to you. We shall not be bound to return the original Collateral transferred to us or our nominee or sub-custodian or other agents, but may return Equivalent Assets.
- 6.3 We may hold the Collateral in registrable form in the name of a nominee controlled by it, or a nominee which is controlled by a recognised or designated investment exchange, or an eligible custodian, or in the name of an Affiliated Company of ours, or in your name, or in the name of any other person in accordance with your written instructions.
- 6.4 Where due to the nature of the law or market practice of an overseas jurisdiction, we consider it to be in your best interests to do so, or it is not feasible to do otherwise, we may hold Collateral in our name or that of an eligible custodian. Collateral which is held in our name may not be segregated from our own investments and, in the event of our default may not be as well protected from claims made on behalf of any general creditors.
- 6.5 Where you instruct us in relation to the holding, registration or recording of any Collateral, you acknowledge that the consequences of so doing are at your own risk.
- 6.6 Your Collateral will, where appropriate, be held overseas. There may be different settlement, legal and regulatory requirements in overseas jurisdictions from those applying in the United Kingdom together with different practices for the separate identification of assets.
- 6.7 We may at any time or times delegate to any person(s) all or any of our rights, powers and discretions under this Agreement on such terms (including power to sub-delegate) as we see fit, and may employ custodians, sub-custodians, nominees, securities depositaries and others on such terms as we see fit. We will use reasonable care in the selection of, and will maintain what we in

our sole discretion consider to be an appropriate level of supervision over, any custodian, sub-custodian, nominee or securities depository appointed by us. We will be responsible and liable for the solvency, acts or omissions of any such party who is an affiliate of, or nominee company controlled by, us but not of any other such party. We may hold assets with a custodian which is part of the Credit Suisse group of companies (as defined in the FCA's Rules)

7 REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Representations and warranties: You represent and warrant to us on the date this Agreement come into effect and as of the date of each Transaction that:-

- (a) you have all necessary authority, powers, consents, licences and authorisations and have taken all necessary action to enable you lawfully to enter into and perform this Agreement and such Transaction and to grant the security interests and powers referred to in this Agreement.
- (b) the persons entering into this Agreement and each Transaction on your behalf have been duly authorised to do so,
- (c) this Agreement, each Transaction and the obligations created under them both are binding upon you and enforceable against you in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound;
- (d) no Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an Event of Default (a "Potential Event of Default") has occurred and is continuing with respect to you;
- (e) you act as agent on behalf of Counterparties listed in the Schedule in entering into this Agreement and each Transaction;
- (f) any information which you provide or have provided to us in respect of your financial position or other matters is accurate and not misleading in any material respect;
- (g) you are willing and financially able to sustain a total loss of funds resulting from Transactions;
- (h) except as otherwise agreed by us, you are the sole beneficial owner of all margin you transfer under this Agreement free and clear of any security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities may be held;
- (i) you may lawfully establish and open account(s) with us under this Agreement for the purpose of effecting purchases and/or sales of Transactions through us;
- (j) you have determined that trading in Transactions is appropriate for you, and any Transactions will not violate Applicable Regulations to which you are subject or any agreement to which you are subject or a party,
- (k) you are in compliance with all Applicable Regulations in respect of any and all Transactions contemplated by this Agreement including, without limitation, all laws and regulations applicable to pension plans, investment companies, commodity pools or other forms of collective investment vehicles;
- (l) your assets shall not contain (i) plan assets subject to the provisions of Title I, Subtitle B, Part 4 of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), (ii) assets of a governmental plan or other plan subject to restrictions similar or analogous to those contained in the foregoing provisions of ERISA or the Code or (iii) assets subject to restrictions that would otherwise be violated by the transactions and investments conducted by you under this Agreement,
- (m) you are not located in the U.S. and you do not have your principal place of business in the U.S.;
- (n) in connection with any futures contracts or options on futures contracts transacted under this Agreement, you do not currently have, and do not intend to have, any U.S. investors at this time,
- (o) in connection with any listed equity option contracts transacted under this Agreement, you acknowledge that we are not able to enter into such transactions on exchanges in the U.S., accordingly, any such transactions on exchanges in the U.S. shall be done with CSLLC or another affiliate of ours,
- (p) you will promptly notify us of any changes to (l) to (o) above.

7.2 Covenants: You covenant to us that

- (a) you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licences and authorisations referred to in this clause,
- (b) you will promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to yourself,
- (c) you will use all reasonable steps to comply with all Applicable Regulations in relation to this Agreement and any Transaction, so far as they are applicable to you or us,

- (d) upon demand, you will provide us with such information as we may reasonably require to evidence the matters referred to in this clause or to comply with any Applicable Regulations

8 DEFAULT, NETTING AND TERMINATION

8.1 Default: On an Event of Default or at any time after we have determined, in our absolute discretion, that you have not performed (or may not be able or willing in the future to perform) any of your obligations to us, we shall be entitled without prior notice to you:

- (i) instead of returning to you investments equivalent to those credited to your account, to pay to you the fair market value of such investments at the time we exercise such right, and/or
- (ii) to sell such of your investments as are in our possession or in the possession of any nominee or third party appointed under or pursuant to this Agreement, in each case as we may in our absolute discretion select or and upon such terms as we may in our absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realise funds sufficient to cover any amount due by you hereunder, and/or
- (iii) to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any of your contracts, positions or commitments; and/or
- (iv) to treat any or all Transactions then outstanding as having been repudiated by you, in which event our obligations under such Transaction or Transactions shall thereupon be cancelled and terminated.

8.2 Netting

8.2.1 Liquidation Date: Subject to the following sub-clause, at any time following the occurrence of an Event of Default in relation to a party, then the other party ("Non-Defaulting Party") may, by notice to the other party in default (the "Defaulting Party"), specify a date (the "Liquidation Date") for the termination and liquidation of Netting Transactions

8.2.2 Calculation of Liquidation Amount: Upon the occurrence of a Liquidation Date.

- (i) Neither party shall be obliged to make any further payments or deliveries under any Netting Transactions which would, but for this clause, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set off or otherwise) of the Liquidation Amount;
- (ii) The Non-Defaulting Party shall as soon as reasonably practicable determine (discounting if appropriate) in respect of each Netting Transaction referred to in clause 8.2.2(i) above the total cost, loss or gain, in each case expressed in the Base Currency resulting from the termination, pursuant to the Agreement, of each payment or delivery which would otherwise have been required to have been made under such Netting Transaction.
- (iii) The Non-Defaulting Party shall treat each cost or loss to it as a positive amount and each such gain by it as a negative amount, and aggregate all such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the "Liquidation Amount").
- (iv) If the Liquidation Amount is a positive amount, the Defaulting Party shall pay such amount to the Non-Defaulting Party and if it is a negative amount the Non-Defaulting Party shall pay it to the Defaulting Party. The Non-Defaulting Party shall notify the Defaulting Party of the Liquidation Amount, and by which party it is payable immediately after the calculation of such amount.
- (v) The Liquidation Amount shall be paid in the Base Currency by close of business on the Business Day following the completion of the termination and liquidation under this clause (and provided always that any balance due from us to you shall be subject to the security granted to us in clause 5.4 above and any other security interest, pledge or lien granted by you to us under any other agreement including, without limitation, the Terms). Any Liquidation Amount not paid on the due date from the Defaulting Party to the Non-Defaulting Party shall bear interest at a rate reasonably determined by the Non-Defaulting Party

8.2.3 Single Agreement This Agreement, the particular terms applicable to each Netting Transaction and all amendment to any of them shall together constitute a single agreement between us.

8.3 Termination without Default.

Unless required by Applicable Regulations either party may terminate this Agreement (and the relationship between us) by giving 5 Business Days' written notice of termination on the other. We may terminate this Agreement immediately if you fail to observe or perform any provision of this Agreement.

Upon terminating this Agreement, all amounts payable by you to us will become immediately due and payable including (but without limitation):

- (a) all outstanding fees, charges and commissions, and
- (b) any dealing expenses incurred by terminating this Agreement, and
- (c) any losses and expenses realised in closing out any transactions or settling or concluding outstanding obligations incurred by us on your behalf

- 8.4 Existing rights:** Termination shall not affect then outstanding rights and obligations which shall continue to be governed by this Agreement and the particular clauses agreed between us in relation to such Transactions until all obligations have been fully performed.

9 EXCLUSIONS AND INDEMNITY

- 9.1 General exclusion:** Neither party nor its directors, officers, employees or agents shall be liable for any direct or indirect losses, damages, costs or expenses incurred or suffered by the other party under this Agreement (including any Transaction or where a party has declined to enter into a proposed Transaction) unless arising directly from their respective gross negligence, wilful default or fraud. In no circumstances shall either party have any liability for consequential or special damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement whether arising out of negligence, breach of contract, misrepresentation or otherwise.

- 9.2 Indemnity:** You shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your accounts with us and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which we may incur or be subjected to with respect to any of your accounts or any Transaction or any matching Transaction on an Market or with an intermediate broker or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction) or by the enforcement of our rights.

- 9.3 Claims from your customers:** To the extent you have entered orders for the account of your customers, you shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of claims raised by your customers. This clause shall not be affected by the termination of this Agreement.

- 9.4 Limitation of Liability:** We shall not be liable to you for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of our custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations (a "Force Majeure Event"). For the avoidance of doubt, to the extent that we are unable to perform a delivery obligation because of a Force Majeure Event, we shall pass on interest that we receive to you in respect of any delivery obligation (including, for the avoidance of doubt and without limitation, following the application of clause 5.12), for the period of time from the date of the occurrence of the relevant failure to perform until the earlier of (i) the performance of the delivery obligation, or (ii) the conclusion of an agreement, which the parties hereby agree to discuss in good faith and as a matter of urgency on the occurrence of the Force Majeure Event, determining a course of action in respect of the Force Majeure Event. Nothing in this Agreement will exclude or restrict any duty or liability either party may have to the other party under the regulatory system (as defined in the FCA's Rules), which may not be excluded or restricted thereunder.

10 MISCELLANEOUS

- 10.1 (a) We may rely and act on any instruction, request or demand (whether received in written form, facsimile, telephone, email or other electronic form) which we reasonably believe to be from or authorised by you.
- (b) You ratify and shall be bound by all actions taken by your manager on your behalf. We may rely on communications and instructions we reasonably believe to be from your manager and you hereby indemnify us on a continuing basis against any loss, claim, damage or expense sustained or incurred as a result of or in connection with the proper performance of our obligations under this Agreement pursuant to communications or instructions received from any manager prior to the close of the first Business Day following actual receipt by us of a notice of cancellation or limitation of such manager's authority.
- 10.2 No failure by us to exercise or delay by us in exercising any right, power or privilege hereunder shall operate as a waiver thereof or prejudice any other or further exercise by us of any of our rights or remedies hereunder. The rights and remedies herein are cumulative and not exclusive of any right or remedies provided by law.
- 10.3 Notices. Any notice to be given by a party shall be effective if sent to the other party at the address, facsimile number or email address set out in the Individually Agreed Terms Schedule (or such other address details as a party notifies to the other in writing) or if no such address has been specified, the principal or registered address of that party.
- 10.4 This Agreement (save as expressly provided otherwise herein) represent the entire terms on which we will provide to you the services set out in this Agreement. The invalidity of any provision in this Agreement shall not affect the validity of any other provision.
- 10.5 No person other than you and us shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce this Agreement or any of its terms.
- 10.6 This Agreement and all Transactions shall be construed in accordance with and governed by English law and each party submits, for the benefit of the other, to the non-exclusive jurisdiction of the English courts and agrees that nothing in this clause will affect the rights of a party to bring proceedings before any other courts of competent jurisdiction.
- 10.7 You appoint the person identified as your process agent in the Individually Agreed Terms Schedule of this Agreement as your agent to receive on your behalf service of process in the English courts. If such process agent ceases to be your agent, you will promptly appoint and notify us of a new process agent in England.
- 10.8 We may by notice to you, transfer all or any part of our rights and obligations under this Agreement to any Affiliated Company by delivering to you written notice of transfer specifying the Affiliated Company to which any such transfer is to be made and the date of transfer. On delivery of a transfer notice to you, and to the extent set out in any such transfer notice, we and you shall be released from all obligations to each other and the Affiliated Company specified in the transfer notice and you shall assume all the rights and obligations to each other under this Agreement as were previously owed to or by us.
- 10.9 This Agreement may be executed and delivered in counterparts, each of which will be deemed an original.
- 10.10 You agree to keep confidential the terms of this Agreement and to ensure that the confidential nature of this Agreement is preserved and not disclosed to any third parties, except (i) if requested by any Counterparty listed in the Schedule to this Agreement, provided that, any such Counterparty shall also be subject to the same confidentiality obligations as described in this clause 10.10.; (ii) with our prior written consent to any third parties, provided that any such parties shall also be subject to the same confidentiality obligations as described in this clause 10.10, or (iii) as required by Applicable Regulations, provided that if you are required to make a disclosure, you shall (where you are permitted by Applicable Regulations) provide us with prior written notice.

11 DEFINITIONS

11.1 In this Agreement:

"Affiliated Company" means (in relation to a person) an undertaking in the same group as that person,

"Applicable Regulations" means:

- (i) FCA's Rules or any other rules of a relevant regulatory authority,
- (ii) the Rules of the relevant Market; and
- (iii) all other applicable laws, rules and regulations as in force from time to time,

"Base Currency" means United States Dollars;

"Business Day" means a day (other than a Saturday or Sunday) on which.

- (i) in relation to a date for the payment of any sum denominated in (a) any Currency (other than euro), banks generally are open for business in the principal financial centre of the country of such Currency; or (b) euros, settlement of payments denominated in euros is generally possible in London or any other financial centre in Europe selected by us in the Individually Agreed Terms Schedule, and
- (ii) in relation to a date for the delivery of any property, property of such type is capable of being delivered in satisfaction of obligations incurred in the market in which the obligation to deliver such first property was incurred; and
- (iii) for all other purposes, is not a bank holiday or public holiday in London,

"Client Money Rules" means the provisions of the FCA's Client Asset's Sourcebook relating to client money,

"Collateral" means any securities, financial instruments or other property other than cash

"Currency" shall be construed so as to include any unit of account;

"Event of Default" means if at any time

- (a) you fail to make any payment when due under or to make or take delivery of any property when due under, or to observe or perform any other provision of *this Agreement* and such failure continues for one Business Day after we give you notice of non-performance;
- (b) a party commences a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to its debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to it, if insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each a "Custodian") of its or any substantial part of its assets; or if it takes any corporate action to authorise any of the foregoing, and, in the case of a reorganisation, arrangement or composition, with creditors;
- (c) an involuntary case or other procedure is commenced against a party seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to its debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to it, if insolvent) or seeking the appointment of a Custodian of it or any substantial part of its assets;
- (d) a party is unable to pay its debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to it; or any indebtedness of it is not paid on the due date therefore or becomes, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings relating to this Agreement ("**Proceedings**") are commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, the whole or any part of its property, undertaking or assets (tangible and intangible);
- (e) you (or any Custodian acting on behalf of either of you) disaffirm, disclaim or repudiate any obligation under this Agreement or any guarantee, hypothecation agreement, margin or security agreement or document, in favour of us supporting any of your obligations under this Agreement (individually a "**Credit Support Document**");
- (f) any representation or warranty made or given or deemed made or given by you under this Agreement or any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given,

- (g) any Credit Support Document expires or ceases to be in full force and effect prior to the satisfaction of all your obligations under this Agreement, unless otherwise agreed in writing by us,
- (h) we consider it necessary or desirable for our own protection /any action is taken or event occurs which we consider might have a material adverse effect upon your ability to perform of your obligations under this Agreement; or
- (i) any Event of Default (however described in the relevant agreement) occurs under any other agreement between us;

"FCA" means The Financial Conduct Authority;

"FSMA" the Financial Services and Markets Act 2000;

"Investments" are any "investment" as defined in the FSMA and Financial Services and Markets Act 2000 (Regulated Activities) order 2001 (as applicable), commodities and bullion;

"Margin" means cash or Collateral as more fully set out in clause 5.2;

"MiFID" means the Markets in Financial Instruments Directive 2004/39/EC,

"MiFID Business" means Investment and ancillary services and activities as listed in Section A and B of Annex 1 to MiFID;

"Market" means any regulated market, or multilateral trading facility (as such terms are defined in the FCA Rules);

"Netting Transaction" means a Transaction which on the occurrence of an Event of Default is either or (i) an "open" Transaction with (or with the potential to create) obligations and liabilities between us and you, (ii) a "closed" Transaction but only in respect of, and to the extent that, settlement of any and all obligations and liabilities between you and us is still outstanding;

"Rules" means articles, rules, regulations, procedures and customs, as in force from time to time,

"Regulated Business" shall have the meaning given to "regulated activities" in the FSMA including MiFID Business,

"Terms" means the Terms and Conditions of Business (MiFID (1) September 2007) of Credit Suisse Securities (Europe) Limited and certain affiliates; and

"Transaction" means
in relation to futures and options

- (i) a contract made on a Market or pursuant to the Rules of a Market,
- (ii) a contract which is subject to the Rules of a Market, or
- (iii) a contract which would (but for its term to maturity only) be a contract made on, or subject to the Rules of a Market and which, at the appropriate time, is to be submitted for clearing as a contract made on, or subject to the Rules of a Market,

in any of cases (i), (ii) and (iii) being a future, option, contract for differences, spot or forward contract of any kind in relation to any commodity, metal, financial instrument (including any security), Currency, interest rate, index or any combination thereof,

- (iv) a transaction which is matched with any transaction within paragraph (i), (ii) or (iii) of this definition;

11.2 General interpretation: A reference in this Agreement to a "clause" or "Schedule" shall be construed as a reference to, respectively, a clause or Schedule of this Agreement, unless the context requires otherwise. References in this Agreement to any statute or statutory instrument or Applicable Regulations include any modification, amendment, extension or re-enactment thereof. A reference in this Agreement to "document" shall be construed to include any electronic document. The masculine includes the feminine and the neuter and the singular includes the plural

and vice versa as the context admits or requires. Words and phrases defined in the FCA's Rules have the same meaning in this Agreement unless expressly defined in this Agreement.

11.3 Schedules: The clauses contained in Schedule(s) (as amended from time to time) shall apply. We may from time to time send to you further schedules in respect of Markets or Transactions. In the event of any conflict between the clauses of any Schedule and this Agreement, the clauses of the Schedule shall prevail. The fact that a clause is specifically included in a Schedule in respect of one Market or Transaction shall not preclude a similar clause being expressed or implied in relation to any other Market or Transaction.

11.4 Headings: Headings are for ease of reference only and do not form part of this Agreement.

Individually Agreed Terms

Address for Notices and Service of Process

Our respective details for notices are as follows.

Credit Suisse Securities (Europe) Limited

One Cabot Square,

London, E14 4QJ

England

Telephone No +44 20 7888 8888

Contact Name Legal and Compliance Department

Rogge Global Partners PLC acting as agent on behalf of the various Counterparties listed in the Schedule

Address: Sion Hall, 56 Victoria Embankment, London EC4Y 0DZ

Telephone No 020 7842 8420

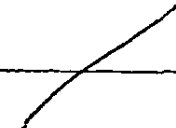
Contact Name. Legal and Compliance Department

Applicable Schedules.


The LME Schedule (Guide to the Structure and Market Terminology of the London Metal Exchange), LIFFE Schedule, MATIF/MONEP Schedule (Exchange Required and other Exchange Related Terms), Notice to Clients Regarding Hong Kong Position Limit and Large Open Position Rules and Risk Disclosure Statement for Futures and Options and the Agency Module attached to this Agreement shall form Schedules to this Agreement.


Signed for and on behalf of **ROGGE GLOBAL PARTNERS PLC ACTING AS AGENT ON BEHALF OF THE VARIOUS COUNTERPARTIES LISTED IN THE SCHEDULE:**


Date: 

Date: 

Signed for and on behalf of **CREDIT SUISSE SECURITIES (EUROPE) LIMITED:**

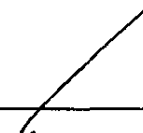

Date: 23 Dec 13
Angela Chung
Vice President

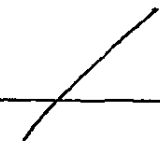

Date: Paul Forrester
Authorized Signatory

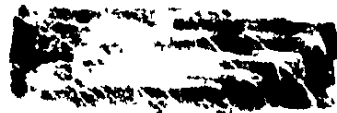
Customer domiciled in Luxembourg only

I/We confirm that I/we specifically and expressly consent to the Jurisdiction clause in *this Agreement* and paragraph 12 of Part 1 of the LIFFE Schedule for the purposes of the Protocol annexed to the Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters of 1968.

Signed:


Date:


Date:



AGENCY MODULE

1 APPLICATION AND SCOPE

- 1.1 *Scope of these terms:* These terms set out the basis on which we will provide the services referred to in the Agreement to you where you are acting as agent for each Counterparty. Where you are acting for your own account the supplemental terms set out in this Agency Module shall not apply.
- 1.2 *Notification:* You will notify us before placing any order on behalf a Counterparty that you are acting as agent for that Counterparty and provide us of the identity, address and any other details and documentation which we require in respect of each Counterparty to enable us to form a credit and counterparty risk assessment in respect of any Transaction.
- 1.3 *Instructions:* You may give us oral and written instructions and orders. We shall not accept nor act upon any instructions received by anyone other than persons duly authorised by you ("Authorised Persons"). Authorised Persons shall be those identified by you to us in writing from time to time. If we refuse to act on any instruction or order, we shall notify you as soon as practicable of our refusal.
- 1.4 *Capacity:* Each Transaction will be entered into by you as agent for and on behalf of the Counterparty specified by you (whether by code name or otherwise) in accordance with term 1.5 below. Unless we agree otherwise in writing, we shall treat you alone as our customer and we shall not treat any Counterparty as our customer for the purposes of the FCA Rules.
- 1.5 *Nature of Counterparties:* You represent, warrant and undertake on your own behalf and as agent for the Counterparties that no Counterparty will be a state or a separate entity within the meaning of the State Immunity Act 1978 and that a Counterparty shall, at the time an instruction is given in respect of it, have the characteristics and conform to any criteria agreed between us from time to time.
- 1.6 *Counterparty accounts:* We shall, in respect of each Counterparty, establish and maintain one or more separate sub-accounts (each a "Counterparty Account"). You undertake, as agent for the relevant Counterparty and on your own behalf, in respect of each instruction given, to specify within two hours of giving an instruction (or such other time as we may reasonably specify) the Counterparty Account to which the relevant instruction relates. Until you specify a specific Counterparty Account you shall be personally liable, as principal, in respect of the relevant Transaction. You further undertake, as agent for each Counterparty and on your own behalf, to notify us immediately if any two or more Counterparty Accounts relate to the same Counterparty.
- 1.7 *Separate administration:* We shall, subject to these terms, administer Counterparty Accounts which we reasonably believe relate to different Counterparties separately, including for the purposes of calculating any margin requirement. We shall not exercise any power to consolidate accounts or set off amounts owing between Counterparty Accounts relating to different Counterparties.
- 1.8 *Documentation:* You shall forward to a Counterparty any documentation in relation to such Counterparty that we are required to provide to such Counterparty under the Applicable Regulations and which we make available to you for that purpose.

2. ADVICE

- 2.1 *Limitations:* You, as agent for the Counterparties and on your own behalf, retain full responsibility for making all investment decisions with respect to any Counterparty. We will not be responsible for judging the merits or suitability of any Transaction to be entered into on behalf of a Counterparty. Unless otherwise required under Applicable Regulations, we shall have no responsibility for your or any Counterparty's compliance with any laws or rules governing or affecting your conduct or that of any

Counterparty, or for your or any Counterparty's compliance with any laws or rules governing or affecting Transactions.

3 REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 **The Agreement:** The Representations, Warranties and Covenants section of the Agreement shall not apply to you where you are acting on behalf of a Counterparty.

3.2 **Representations and warranties:** As agent for each Counterparty and on your own behalf, you represent and warrant to us as of the date these terms come into effect and as of the date of each Transaction that -

- (a) you and the Counterparty each have all necessary authority, powers, consents, licences and authorisations and have taken all necessary action to enable you lawfully to enter into and perform this Agency Module, the Agreement and each Transaction and to grant the security interests and powers referred to in the Margining Arrangements section of the Agreement and elsewhere in this Agency Module and the Agreement,
- (b) the person(s) entering into this Agency Module, the Agreement and each Transaction have been duly authorised to do so,
- (c) this Agency Module, the Agreement, each Transaction and the obligations created under each of them are binding upon, and are enforceable against, you and/or the Counterparty (as applicable) in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you or the Counterparty is bound,
- (d) no Event of Default or Potential Event of Default has occurred and is continuing with respect to you or the Counterparty;
- (e) each of you and the Counterparty is permitted under its constitution and any applicable law or regulation and is financially able to sustain any loss which may result from Transactions, and that entering into Transactions is a suitable investment vehicle for the Counterparty;
- (f) the relevant Counterparty owns, with full title guarantee, all investments, margin (or collateral) deposited with, transferred to us or charged in our favour, by you acting as agent for the Counterparty and such investments, margin (or collateral) are free from any prior mortgage, charge, lien or other encumbrance whatsoever and neither you acting as agent for the relevant Counterparty, nor the Counterparty itself, will further pledge or charge such investments, margin (or collateral) or grant any lien over them while it is pledged or charged to us except with our prior written consent, and
- (g) any information which you provide or have provided to us in respect of your or the Counterparty's financial position, domicile, or other matters is accurate and not misleading in any material respect,
- (h) you and the Counterparty may lawfully establish and open account(s) with us under this Agreement for the purpose of effecting purchases and/or sales of Transactions through us,
- (i) you and the Counterparty have determined that trading in Transactions is appropriate for you and the Counterparty, and any Transactions will not violate Applicable Regulations to which you and the Counterparty are subject or any agreement to which you are subject or a party;
- (j) you and the Counterparty are in compliance with all Applicable Regulations in respect of any and all Transactions contemplated by this Agreement including, without limitation, all laws

and regulations applicable to pension plans, investment companies, commodity pools or other forms of collective investment vehicles,

- (k) the Counterparty's assets shall not contain (i) plan assets subject to the provisions of Title I, Subtitle B, Part 4 of the U S Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), (ii) assets of a governmental plan or other plan subject to restrictions similar or analogous to those contained in the foregoing provisions of ERISA or the Code or (iii) assets subject to restrictions that would otherwise be violated by the transactions and investments conducted by you under this Agreement,
- (l) the Counterparty is not located in the United States ("U S ") and does not have a principal place of business in the U.S ,
- (m) in connection with any futures contracts or options on futures contracts transacted under this agreement, the Counterparty does not currently have, and do not intend to have, any US investors at this time,
- (n) in connection with any listed equity option contracts transacted under this Agency Module and/or Agreement, the Counterparty's account(s) is/are not managed on a discretionary or similar basis by a US resident professional fiduciary, including, without limitation, a U.S. investment manager or U.S. advisor, whether registered or unregistered in the U S under the Investment Advisers Act of 1940, as amended; and
- (o) you will promptly notify us of any changes to (l) to (o) above.

3.3 **Covenants:** You, as agent for each Counterparty and on your own behalf, covenant to us that you will

- (a) ensure at all times that you and the Counterparty obtain and comply with the terms of and do all that is necessary to maintain in full force and effect all authority, powers, consents, licences and authorisations referred to above;
- (b) promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to yourself or the Counterparty;
- (c) provide to us on request such information regarding your and the Counterparty's financial or business affairs as we may reasonably require to evidence the authority, powers, consents, licenses and authorisations referred to above or to comply with any Applicable Regulations,
- (d) provide to us on request copies of the Counterparty's constitutive documents or relevant sections of the Counterparty's constitutive documents relating to its capacity to enter into Transactions and appoint an agent to act on its behalf and that any such extract will, to the best of your knowledge, be true and accurate in all material respects and you will not omit or withhold any information which would render the information so supplied to be false or inaccurate in any material respect,
- (e) either (i) execute as agent for the Counterparty where you are duly authorised to do so, or, in each other case (ii) procure that the Counterparty executes, as applicable, on our request all such transfers, powers of attorney and other documents as we may require to vest any assets or otherwise grant any security interest or other interest referred to in the Margining Arrangements section of the Agreement in us, our nominee, a purchaser or transferee.

- (f) immediately notify us if you cease to act for any Counterparty or if the basis upon which you act on behalf of the Counterparty alters to an extent which would affect this Agreement, this Agency Module or any Transaction made thereunder, and
- (g) immediately notify us in writing if at any time any of the warranties, representations or undertakings in this Agency Module and in the Agreement are or become or are found to be incorrect or misleading in any material respect.

4 ANTI-MONEY LAUNDERING

- 4.1 *Anti-money laundering:* You represent, warrant and undertake that you are now and will be at all material times in the future in compliance with all Applicable Regulations concerning money-laundering. We are required to follow the Applicable Regulations concerning money-laundering relating to the identification of the Counterparty unless clause 4.2 applies, and if satisfactory evidence of identity has not been obtained by us within a reasonable time period, we reserve the right to cease to deal with you.
- 4.2 If you are a UK or EU regulated credit or financial institution we shall deal with you on the understanding that you are complying with EU regulations concerning money-laundering and that evidence of the identification of any Counterparty will have been obtained and recorded under procedures maintained by you

5 MARGINING ARRANGEMENTS AND DISCHARGE

- 5.1 *Margin:* References to "you" in the Margining Arrangements section of the Agreement shall all be deemed to be references to you acting as agent on behalf of each Counterparty in respect of which you provide margin to us from time to time.
- 5.2 *Discharge:* Where under any term any payment or other performance (including the delivery of securities or any other property) is due from us, it shall be a discharge of our obligation to make such payment or performance to you notwithstanding that any Counterparty shall be interested (whether beneficially or otherwise) in such payment or performance

6 NETTING

- 6.1 *Events of Default:* References to "you" in the Default, Netting and Termination section of the Agreement shall be deemed to be references to you acting on your own behalf and to each Counterparty. If any Event of Default occurs in respect of you or a Counterparty we shall be entitled to exercise our rights under the Default, Netting and Termination section of the Agreement in accordance with the following sentences of this term and the expression "Defaulting Party" shall be construed accordingly. In respect of an Event of Default which occurs in respect of you (as opposed to any Counterparty), our rights under the Default, Netting and Termination section of the Agreement shall apply separately in respect of each Counterparty Account. If an Event of Default occurs in respect of a Counterparty, our rights under the Default, Netting and Termination section of the Agreement shall be limited to the relevant Counterparty Account(s)

7 INDEMNITY

- 7.1 *Indemnification:* Notwithstanding that you may act as agent you undertake as principal to indemnify us in respect of any liabilities, costs, damages and losses incurred in relation to any Transaction effected by you as agent on behalf of any Counterparty

8 INTERPRETATION

- 8.1 *Interpretation of these terms:* In this Agency Module

"Counterparty" means any counterparty agreed to in writing by us from time to time on behalf of which you are to enter as agent into Transactions with us *including each of the counterparties set out in the Schedule to this Agency Module (as the same may be amended or varied from time to time in writing)*; and where a counterparty does not constitute a single legal person, means the trustees, individuals or other persons who are the primary representatives of the organisation, trust or fund on whose behalf they are dealing

*Certified as a true copy of
the original instrument save
for the material redacted
pursuant to S.8594 of
the Companies Act 2006.*

[Signature]

*Angela Chung
Solicitor of England and
Wales*

CREDIT SUISSE 

SCHEDULE

The Counterparties

Aberdeen City Council acting on behalf of the Aberdeen City Council Pension Fund
The Trustees of the Akzo Nobel (CPS) Pension Scheme acting on behalf of the Akzo Nobel (CPS) Pension Scheme

SP/OBS (UK) Pension Trustee Limited as trustee of the SP/OBS (UK) Pension Scheme
Australian Reward Investment Alliance as trustee of the ARIA Investments Trust
BAA Pension Trust Company Limited as trustee of the BAA Pension Scheme
Barclays Pension Fund Trustees Ltd as trustee of the
Barclays Bank UK Retirement Fund
Black & Decker Pension Trustee Limited as trustee of the Black & Decker 1995 Pension Scheme
Butterfield Trust (Bermuda) Limited as trustees for The Reid Street Retirement Global Bond Fund

Cadbury Pension Trust Limited acting on behalf of the Cadbury Pension Fund
Cable and Wireless Pension Trustee Limited on behalf of The Cable and Wireless Superannuation Fund

City of Edinburgh Council as Administering Authority of the Lothian Pension Fund
Frank Russell Investment Company PLC - RIC-OMAM GLOBAL (EX U S) BOND FUND
Frank Russell Investment Company PLC - RIC-OMAM GLOBAL MONEY MARKET FUND
The Trustees of the GKN Group Pension Scheme acting on behalf of the GKN Group Pension Scheme

Halifax Regional Municipality Pension Committee acting on behalf of the Halifax regional Municipality Master Trust
Kingfisher Pension Trustee Limited acting on behalf of the Kingfisher Pension Scheme
Korea Investment Corporation
National Pension Services
Lianhe Investments Pte Ltd
Lloyds Register Superannuation Fund Association
Macquarie Investment Management Limited acting on behalf of Macquarie Investment Grade Bond Fund
METAL BOX PENSION TRUSTEES LIMITED acting on behalf of The Metal Box Pension Scheme
Morley Investment Funds ICVC - Norwich Global Agg MoM 1 Fund
New South Wales Treasury Corporation as trustees of the Hour Glass International Fixed Interest Sector Trust

OSLO PENSJONSFORSIKRING AS
Pearson Group Pension Trustee Limited as trustee of the Pearson Group Pension Plan
Pilkington Brothers Superannuation Trustee Limited as Trustees for the Pilkington Superannuation Scheme
Pool Reinsurance Company Limited
Prudential Staff Pensions Limited as Trustee of the Prudential Staff Pension Scheme
Rexam Pension Trustees Limited
Rogge Funds Plc - Rogge Aggregate GBP Hedged Fund *
Rogge Funds plc - Rogge Aggregate SEK Hedged Fund *
Rogge Funds Plc - Rogge Credit EUR Hedged fund *
Rogge Funds Plc - Rogge High Alpha Fixed Income Fund *
Rogge Funds Plc - Rogge High Alpha Index Linked fund *
SAUDI ARABIAN MONETARY AGENCY
Schlumberger Common Investment Fund Limited acting on behalf of the Schlumberger UK Common Investment Fund
Singapore Management University
Stanhope Pension Trust Limited as Trustees of the GEC 1972 Plan
Stichting Pensioenfonds ENCI
Stichting Pensioenfonds van de ABN AMRO Bank N.V.
Stichting Pensioenfonds van de Grolsche Bierbrouwerij
Thames UK Pension Schemes CIL Trustee Limited acting on behalf of the Thames UK Pension Schemes Common Investment Fund
The Korean Exchange Bank acting as Trustee for The National Pension Service

The Marks and Spencer Pension Trust Limited acting on behalf of the Marks and Spencer Pension Scheme
 The Pension Plan of the World Trade Organisation
 The Trustee(s) of the Kodak Limited Pension Plan - Mandate 2008
 The Trustee(s) of the Kodak Limited Pension Plan - Mandate 2003
 The Trustees of the GKN Group Pension Scheme
 THE TRUSTEES OF THE MOTOROLA PENSION SCHEME acting on behalf of The Motorola Pension Scheme
 The Trustees of the Tyco Electronics UK Pension Plan
 The Workers' Compensation Board
 Trafalgar House Trustees Limited as trustee of the Trafalgar House Pension Trust
 Trustees of The Tyco UK Pension Common Investment Fund on behalf of The Tyco UK Pension Common Investment Fund
 Woolworths Group Pension Trust Limited acting on behalf of the Woolworths Group Pension Scheme
 WS Atkins Staff Retirement Benefits Plan
 Intech Global Inflation Linked Securities (Hedged) Trust
 Russell Investment Company Plc - RIC-OMIGSA GLOBAL CREDIT FUND
 Northumbrian Water Pension Trustees Limited acting on behalf of Northumbrian Water Pension Scheme
 Woo Hay Tong Investments Limited
 Rogge Funds PLC - Rogge Global Credit Fund*
 JP Morgan Pension Trustees Limited as trustee for the JPMC UK Retirement Plan
 The Board of the Pension Protection Fund acting on behalf of the Pension Protection Fund
 3M Pension Trustees Limited acting as trustee for the 3M Pension and Life Assurance Scheme
 Joy Global Pension Trustees Limited acting as trustee for the Joy Global Industries Pension Scheme
 Rogge Funds Plc - Rogge Selective Global High Yield Bond Fund*
 Lloyds TSB Group Pension Trust (No. 1) Limited as Trustees of the Lloyds TSB Group Pension Scheme No. 1
 Lloyds TSB Group Pension Trust (No. 2) Limited as Trustees of the Lloyds TSB Group Pension Scheme No. 2
 ITV Pension Scheme Limited as trustees of the ITV Pension Scheme
 Van Leer Group Foundation
 The Mayor and Burgesses of the London Borough of Wandsworth acting as administering authority for The Wandsworth Council Pension Fund
 Telstra Super Pty Ltd acting as trustee of the Telstra Superannuation Scheme
 Diageo Pension Trust Limited as trustee of the Diageo Pension Scheme
 Monetary Authority of Singapore
 Australian Meat Industry Superannuation Pty Ltd acting for and on behalf of Australian Meat Industry Superannuation Trust
 Railway Pension Investments Limited acting as agent for and on behalf of Railways Pension Trustee Company Limited acting as trustee for and on behalf of the Railways Pension Scheme
 Honeywell CIF Trustee Limited acting for and on behalf of Honeywell UK Pension Schemes Common Investment Fund
 Banco Central de Chile acting as fiscal agent on behalf and for the account of the Fisco de la Republica de Chile (Pension Reserve Fund)
 Rogge Funds Plc – Rogge Global Sovereign Bond Fund*
 Stichting Pensioenfondsen Fortis Bank Nederland
 Skandia Global Funds plc – Skandia Investment Grade Corporate Bond Fund*
 Old Mutual Public Limited Company
 International Global Sicav – a *Société d'Investissement à Capital Variable* incorporated under the laws of the Grand Duchy of Luxembourg acting for and on behalf of Global Fixed Income Total Return
 Rogge Funds plc - Rogge/Heitman Short Duration Global Real Estate Bond Fund*
 Rogge Global Funds (Luxembourg) – Rogge Global High Yield Fund
 BlackRock Investment Management (UK) Limited in respect of Stichting Philips Pensioenfondsen
 Rogge Funds plc - Rogge Global High Yield Fund*
 Rogge Funds plc - Rogge Global Multi Asset Credit Fund*
 Willis Pension Trustees Limited acting as trustee of the Willis Pension Scheme
 Rogge Funds plc - Rogge Emerging Markets Hard Currency Bond Fund*

* a sub fund ("Sub-Fund") of a UCITS (undertaking for collective investment in transferable securities within the meaning of the European Communities (UCITS) Regulations 2011 (S.I. No. 352 of 2011) of Ireland) umbrella fund (the "Company") with segregated liability between the sub funds

Additional Provisions:

i) If a Counterparty is a sovereign or state entity or equivalent then the following additional provision(s) shall apply to the Agreement

Waiver of immunity and consent to enforcement: You irrevocably waive to the fullest extent permitted by applicable law with respect to yourself and your revenue and assets (irrespective of their use or intended use) all immunity on the grounds of sovereignty or other similar grounds from (i) suit (ii) jurisdiction of any courts, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which you or your revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction and irrevocably agree that

you will not claim any immunity in any Proceedings. You consent generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

b) If a Counterparty is incorporated in any of the below jurisdictions, then the following amendments and additional provisions shall apply to the Agreement:

1 Australia:

The definition of an 'Event of Default' in Clause 11 (Definitions) shall be amended by the addition of the following:

(j) you are under voluntary administration, or you having executed a deed of company arrangement or scheme of arrangement that has not yet terminated.

2 Singapore:

Upon the occurrence of any Event of Default specified in paragraphs (b) or (c) of the definition of Events of Default, the date of the occurrence of the Event of Default shall automatically constitute a Liquidation Date, without the need for any notice by us.

3 England and Wales:

If the Counterparty is Old Mutual Public Limited Company, the following new representation and warranty shall be added to clause 3.2 of the Agency Module:

(p) neither you nor the Counterparty shall transact in options contracts under this agreement.

If the Counterparty is Willis Pension Trustees Limited acting as trustee of the Willis Pension Scheme, the following shall apply to the Agreement and the Agency Module (as applicable):

(A) The following new representations and warranties shall be added to clause 3.2 of the Agency Module:

(p) the Trustee has full power and authority under the Trust Deed and Applicable Regulations;

(q) the Trustee has the right to be indemnified out of the assets of the Trust in respect of any obligations undertaken or to be undertaken by Trustee to us under this Agreement or any Transaction.

(B) The following new covenants shall be added to clause 3.3 of the Agency Module:

(h) promptly notify us of any proposed or actual change in Trustee, including the appointment of a new trustee;

(i) upon or immediately following any change of the Trustee, ensure that the continuing and incoming trustees expressly adopt the Agreement and all Transactions entered into before the change and which remain outstanding at that time, by way of novation.

(C) The definition of an 'Event of Default' in Clause 11 (Definitions) shall be amended by the addition of the following to the Agreement:

(j) a winding up of the Pension Scheme is commenced other than in circumstances where the winding up of the Pension Scheme is deferred pursuant to section 38 of the Pensions Act 1995 or a power in the governing documents of the Pension Scheme and the Pension Scheme continues to be administered by you as a frozen scheme.

(k) in the event a Pension Protection Fund assessment period (within the meaning of section 132 of the Pensions Act 2004) (an 'Assessment Period') has commenced:

i. the Board of the Pension Protection Fund (the 'PPF') approves under section 144 of the Pensions Act 2004 a valuation under section 143 of that Act which verifies that the Pension Scheme's protected liabilities (within the meaning of section 131 of the Act) exceeds its assets;

ii. the PPF determines under section 152(2) of the Pensions Act 2004 that it must accept responsibility for the Pension Scheme; or

- iii the PPF approves under section 158(3) of the Pensions Act 2004 an actuarial valuation which verifies that the Pension Scheme's protected liabilities exceed its assets

provided that in each case there will not be an Event of Default if prior to the date on which the Event of Default would otherwise occur the PPF has executed and delivered to us an irrevocable deed in a form satisfactory to us that it will not, following the issue of a transfer notice pursuant to section 160 of the Pensions Act 2004, use its powers under section 161 of that Act (or any regulations made thereunder) to dis-apply or amend any terms or conditions of the Agreement or terminate the Agreement (unless such disapplication, amendment or termination is permitted under the express terms of the Agreement),

(l) the Board of the PPF issues a determination under section 143 of the Pensions Act 2004 during an Assessment Period which is reasonably likely to have a material adverse consequence on your ability to make payments or meet obligations (including future payments or obligations) under the Agreement

(m) following an Assessment Period, the Board of the PPF determines that the Pension Scheme is not an eligible scheme for the purposes of Part 2 of the Pension Act 2004 unless the Pension Scheme is so determined not to be an eligible scheme because it has sufficient assets to fully secure benefits on wind-up,

(n) any replacement or additional trustee of the Pension Scheme fails to accede to and adopt all of your obligations and liabilities under the agreement within 5 Business Days of appointment or you are prohibited, suspended or disqualified from acting as trustee of the Pension Scheme within the meaning and for the purposes of the Pensions Act 1995 or pursuant to the governing documents of the Pension Scheme,

(o) if any change in applicable law or regulations or in the governing documents of the Pension Scheme, would give the beneficiaries of the Pension Scheme priority over us in the event of a full or partial winding up of the Pension Scheme,

(p) if any action for the administration of the Pension Scheme is initiated pursuant to Rule 64.2 of the Civil Procedure Rules or any replacement of that Rule and, as a result of such action, you are unable to perform any of your material obligations under the Agreement or

(q) you lose the right to apply the assets of the Pension Scheme in order to discharge any obligation undertaken by or liability of you under the Agreement whether as a result of a change of law or otherwise

"Trust Deed" means in relation to the Trust, the instrument under which it is constituted

"Pension Scheme" means the Willis Pension Scheme governed by the Deed of Consolidation and Amendment dated 23 May 2008 as amended from time to time

4 Luxembourg;

If the Counterparty is a sub-fund of a SICAV incorporated in Luxembourg then the following shall apply to the Agreement

(A) Clause 3.2(j) of the Agency Module shall be deleted and replaced with the following

(j) you and the Counterparty have entered into all necessary agreements and are in compliance with all Applicable Regulations in respect of any and all Transactions contemplated by this Agreement including, without limitation, all laws and regulations applicable to pension plans, investment companies, commodity pools or other forms of collective investment vehicles and that you have complied with all investment restrictions applicable to you as required by legislation or administrative circular

(B) The following new provision will be added to Clause 10 of the Agreement

10.11 You expressly accept and confirm for the purposes of article 1274 of the Luxembourg civil code that notwithstanding any assignment, transfer and/or novation made pursuant to this Agreement, any security interest

created under this Agreement to which you are a party, shall be preserved for the benefit of any Affiliate to which the transfer of all or any part of our rights and obligations under this Agreement have been made '.

(C) The definition of an 'Event of Default' in Clause 11 (Definitions) shall be amended by the addition of the following

(j) the presentation or filing of a petition in respect of it in any court or before any agency alleging or for the bankruptcy, winding up or insolvency or seeking any re-organisation, arrangement, administration liquidation dissolution or similar relief under applicable law including, without limitation, the special reprieve from payment or liquidation regimes (as set out in articles 99 (3) and 104 of the Luxembourg Act dated 20 December 2002 on undertakings for collective investments), bankruptcy (*faillite*), insolvency, voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*), composition with creditors (*concordat preventif de faillite*), voluntary composition with creditors (*cession volontaire de biens*), court-supervised composition with creditors (*cession judiciaire de biens*), reprieve from payment (*sursis de paiement*), controlled management (*gestion contrölee*), fraudulent conveyance (*action paulienne*), general settlement with creditors reorganisation or similar laws affecting the rights of creditors generally or, the withdrawal of the licence of an individual compartment (*compartiment*), suspension of any payment (*sursis a tout paiement*) as provided for in Article 142 of the law dated 17 December 2010 on undertakings for collective investment or Article 46 of the law dated 13 February 2007 concerning specialised investment funds, winding-up and liquidation (*dissolution et liquidation*) as provided for in Article 143 of the law dated 17 December 2010 on undertakings for collective and Article 47 of the law dated 13 February 2007 concerning specialised investment funds

(k) the appointment of an administrator trustee, liquidator or receiver over you or any of your assets including, without limitation, any *commissaire, commissaire de surveillance, juge-commissaire liquidateur or cinatou*

(l) you are subject to a decision of the Luxembourg financial market regulator the *Commission de Surveillance du Secteur Financier* (the 'CSSF') withdrawing the approval given by the CSSF or

(m) you amend or modify any of your constitutive documents including without limitation your articles of incorporation, your prospectus and/or your management regulations in a manner which in our reasonable judgment may have a material and adverse effect of your ability to fulfil any of your obligations. '

5 Ireland

If the Counterparty is a Sub-Fund of a Company, then the following shall apply to the Agreement

(A) The following provisions shall be added to Clause 3.2 of the Agency Module

(p) this Agreement and each Transaction effected thereunder are entered into in furtherance of the sole object of the Company as set out in your memorandum of association from time to time,

(q) you will engage in this Agreement and each Transaction effected thereunder for the account of the Sub-Fund only and all assets which are or which purport to be dealt with by you pursuant to this Agreement comprise assets attributable to the Sub-Fund, and

(r) this Agreement and each Transaction effected thereunder are entered into in compliance with

(i) the authorisation granted in respect of the Company, and the approval granted in respect of the Sub-Fund by the Central Bank pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011, as may be amended consolidated or substituted from time to time

(ii) any applicable conditions relating to the authorisation or business of the Company, insofar as they are relevant to the Company, and to the Sub-Fund, whether general in nature or specific to the Company or the Sub-Fund, as the case may be, imposed by the Central Bank

(iii) the investment policies of the Company from time to time

(iv) any applicable conditions relating to the authorisation or business of the Company whether general in nature or specific to you imposed from time to time by the Central Bank

(B) The definition of an 'Event of Default' in Clause 11 (Definitions) shall be amended by the addition of the following

(i) the Central Bank issues a direction in writing to the Company requiring that it be wound up

(k) the Central Bank's authorisation of the Counterparty is withdrawn or subjected to conditions that would have a material adverse effect on its ability to perform its obligations, or our ability to exercise our rights under this Agreement, or

(l) the Counterparty ceases to comply with the investment restrictions set out in its prospectus

- (m) you commence a voluntary case or other procedure seeking or proposing liquidation reorganisation an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy insolvency, regulatory, supervisory, receivership, compromise examinership or similar law (including any corporate or other law with potential application to you, if insolvent) or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator custodian receiver and manager or other similar official (each a 'Custodian') of you or any substantial part of your assets, or if you take any corporate action to authorise any of the foregoing, and, in the case of a reorganisation, arrangement or composition, we do not consent to the proposals,
- (n) an involuntary case or other procedure is commenced against you seeking or proposing liquidation reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory, receivership, compromise examinership or similar law (including any corporate or other law with potential application to you, if insolvent) or seeking the appointment of a Custodian of you or any substantial part of your assets
- (C) The following definition shall be added to Clause 11 (Definitions)
'Central Bank' means the Central Bank of Ireland

(D) The following provisions shall be added to the Individually Agreed Terms Schedule

(Irish) Companies Act 1963 (as amended)

The provisions of Section 284(1) of the 1963 Act (as amended) which incorporates by reference the rule applicable on bankruptcy as contained within paragraph 17 of the First Schedule of the Bankruptcy Act 1988 shall not apply to this Agreement

The present Schedule will come into effect as from
Schedule dated prior to the date hereof


22 June 2015 and replaces and supersedes any

Signed for and on behalf of  ROGGE GLOBAL PARTNERS PLC ACTING AS AGENT ON BEHALF OF THE
VARIOUS COUNTERPARTIES LISTED IN THE SCHEDULE:

22/6/15
Date:

Date:

Signed for and on behalf of CREDIT SUISSE SECURITIES (EUROPE) LIMITED:


Date:


Date:

George Sebastos
Authorised Signatory

22 06 15

Suzanne Flaus
Authorised Signatory

