

000021/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

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

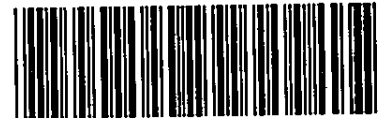
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

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 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. The original must be scanned and placed on the public record. **Do not send the original**



A42V8A2Q

A22

10/03/2015

#289

COMPANIES HOUSE

TUESDAY

1 Company details

Company number 1550505

Company name in full Nomura International Plc ✓

104 For official use

→ **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 d 18 m 02 y 2015 ✓

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 EVEREX CLEARING AG ✓

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

MR01

Particulars of a charge

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

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



Ehsan Haque
Authorised Sign
Nemura Internat

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	EHSAN HAQUE
Company name	NOMURA INTERNATIONAL PLC
Address	ONE ANGEL LANE
Post town	
County/Region	LONDON
Postcode	E C 4 R 3 A B
Country	UNITED KINGDOM
DX	
Telephone	

**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: 1550505

Charge code: 0155 0505 0104

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th February 2015 and created by NOMURA INTERNATIONAL PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th March 2015.

Given at Companies House, Cardiff on 17th March 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

**Pledge Agreement relating to the pledge of
Eligible Margin Assets and supplementing
Clearing Agreement**



Pledge Agreement
relating to
the pledge of Eligible Margin Assets in the form of
Securities
and supplementing
the Clearing Agreement pursuant to Appendix 1 of the
Clearing Conditions for Eurex Clearing AG

between

Nomura International PLC

as Clearing Member

and

Eurex Clearing AG, Frankfurt/Main

I CERTIFY THAT THIS IS
A TRUE AND ACCURATE
COPY OF THE ORIGINAL

Miche Henry
NAME

ECAG 20141107-EN

Version effective from November 07th 2014

Solicitor, Nomura International PLC

**Pledge Agreement relating to the pledge of
Eligible Margin Assets and supplementing
Clearing Agreement**



This agreement (the "Agreement") is dated 13.2.15¹ and entered into

BETWEEN

(1) Nomura International PLC

(legal name)

Member ID _____

☐ acting through / ☒ having its (☐ registered) office at

1 Angel Lane

London

EC4R 3AB

_____ as Clearing Member (the "Clearing Member"); and

(2) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered office at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**Eurex Clearing AG**")

The Clearing Member and Eurex Clearing AG are hereinafter also referred to as the "**Parties**" and each of them as a "**Party**"

WHEREAS

- (A) Eurex Clearing AG and the Clearing Member (Member ID NOICX) have entered or will enter into a Clearing Agreement in the form as appended to the Clearing Conditions (as defined in Number 1 below) as Appendix 1 at the time of entry into the Clearing Agreement (as the same may have been or will be amended from time to time, the "**Existing Clearing Agreement**")
- (B) The Parties intend to supplement the Existing Clearing Agreement with respect to the granting of pledges by the Clearing Member to Eurex Clearing AG for purposes of providing Margin or Net Omnibus Margin, respectively Without prejudice to the question as to whether the pledges granted under this Agreement constitute financial collateral arrangements under Directive 2002/47/EC, Eurex Clearing AG considers a registration in United Kingdom (*jurisdiction of the Clearing Member*) by the Clearing Member of the pledges granted under this Agreement expedient The Parties enter into this Agreement in order to facilitate the granting and registration of such pledges

NOW THEREFORE, the Parties agree as follows

1 Clearing Conditions; Definitions

The Parties agree that this Agreement forms an integral part of the Clearing Conditions for Eurex Clearing AG as referred to in the Existing Clearing Agreement pursuant to Recital (A) and as amended from time to time (the "**Clearing Conditions**")

¹ Please do not include any date, the date of the conclusion of the Agreement will be included by Eurex Clearing AG

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



The Clearing Conditions in their binding German version and non-binding English version are published by Eurex Clearing AG on its website (www.eurexclearing.com)

Unless the context requires otherwise, capitalised terms used in this Agreement but not defined herein shall have the same meaning given to the corresponding terms in the binding German version of the Clearing Conditions

2 Supplements to the Existing Clearing Agreement

The Existing Clearing Agreement shall be supplemented by the following provisions

2.1 Securities Account

Each of the following securities accounts or sub-accounts for which the relevant box is ticked have been established ²

2.1.1 German Securities Accounts

The following securities account(s) or sub-account(s) of the Clearing Member with Clearstream Banking AG, Frankfurt am Main ("CBF") under German law

- ☒ for the purposes of granting Margin with respect to either (i) the Clearing of Transactions in accordance with the Elementary Clearing Model Provisions where the Value Based Allocation is the Applicable Allocation Method or (ii) the Clearing of Own Transactions in accordance with the Elementary Clearing Model Provisions where the Asset Based Allocation is the Applicable Allocation Method, with the following account details

Cascade and/or 6-series Securities Account/Sub-Account number(s) 7476
69819

(the "German Pledged Securities Account(s)")

- ☐ for the purposes of granting Margin with respect to the Clearing of Elementary Omnibus Transactions in accordance with the Elementary Clearing Model Provisions where the Asset Based Allocation is the Applicable Allocation Method, with the following account details

Cascade and/or 6-series Securities Account/Sub-Account number(s) _____

(the "German Elementary Omnibus Pledged Securities Account(s)")

- ☐ for the purposes of granting Margin with respect to the Clearing of Net Omnibus Transactions in accordance with the Net Omnibus Clearing Model Provisions, with the following account details

Cascade and/or 6-series Securities Account/Sub-Account number(s) _____

(the "German Net Omnibus Pledged Securities Account(s)")

² Please tick appropriate box(es)

**Pledge Agreement relating to the pledge of
Eligible Margin Assets and supplementing
Clearing Agreement**



- ☐ for the purposes of, *inter alia*, granting Margin with respect to the Clearing of Own Transactions, Elementary Omnibus Transactions and/or Net Omnibus Transactions by use of Xemac, with the following account details

Cascade and/or 6-series Securities Account/Sub-Account number(s) _____

(the "German Xemac Pledged Securities Account(s)")

2.1.2 Luxembourg Securities Accounts

The following securities account(s) or sub-account(s) of the Clearing Member with Clearstream Banking S.A., Luxembourg ("CBL") under Luxembourg law

- ☐ for the purposes of granting Margin with respect to either (i) the Clearing of Transactions in accordance with the Elementary Clearing Model Provisions where the Value Based Allocation is the Applicable Allocation Method or (ii) the Clearing of Own Transactions in accordance with the Elementary Clearing Model Provisions where the Asset Based Allocation is the Applicable Allocation Method, with the following account details

Creation Securities Account number _____
(the "Luxembourg Pledged Securities Account")

- ☐ for the purposes of granting Margin with respect to the Clearing of Elementary Omnibus Transactions in accordance with the Elementary Clearing Model Provisions where the Asset Based Allocation is the Applicable Allocation Method, with the following account details

Creation Securities Account number _____
(the "Luxembourg Elementary Omnibus Pledged Securities Account")

- ☐ for the purposes of granting Margin with respect to the Clearing of Net Omnibus Transactions in accordance with the Net Omnibus Clearing Model Provisions, with the following account details

Creation Securities Account number _____
(the "Luxembourg Net Omnibus Pledged Securities Account")

The following securities account(s) or sub-account(s) of Eurex Clearing AG with CBL under Luxembourg law

- ☐ for the purposes of granting Margin by use of CmaX with respect to either (i) the Clearing of Transactions in accordance with the Elementary Clearing Model Provisions where the Value Based Allocation is the Applicable Allocation Method or (ii) the Clearing of Own Transactions in accordance with the Elementary Clearing Model Provisions where the Asset Based Allocation is the Applicable Allocation Method, with the following account details

Creation Securities Account number _____
(the "CmaX Pledged Securities Account")

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



- ☐ for the purposes of granting Margin by use of Cmax with respect to the Clearing of Elementary Omnibus Transactions in accordance with the Elementary Clearing Model Provisions where the Asset Based Allocation is the Applicable Allocation Method, with the following account details

Creation Securities Account number _____
(the "CmaX Elementary Omnibus Pledged Securities Account")

- ☐ for the purposes of granting Margin with respect to the Clearing of Net Omnibus Transactions in accordance with the Net Omnibus Clearing Model Provisions, with the following account details

Creation Securities Account number _____
(the "CmaX Net Omnibus Pledged Securities Account")

213 Swiss Securities Accounts

The following securities account(s) or sub-account(s) of the Clearing Member with SIX SIS AG, Switzerland ("SIX SIS") under Swiss law

- ☐ for the purposes of granting Margin with respect to either (i) the Clearing of Transactions in accordance with the Elementary Clearing Model Provisions where the Value Based Allocation is the Applicable Allocation Method or (ii) the Clearing of Own Transactions in accordance with the Elementary Clearing Model Provisions where the Asset Based Allocation is the Applicable Allocation Method, with the following account details

Securities Account number _____
(the "Swiss Pledged Securities Account")

- ☐ for the purposes of granting Margin with respect to the Clearing of Elementary Omnibus Transactions in accordance with the Elementary Clearing Model Provisions where the Asset Based Allocation is the Applicable Allocation Method, with the following account details

Securities Account number _____
(the "Swiss Elementary Omnibus Pledged Securities Account")

- ☐ for the purposes of granting Margin with respect to the Clearing of Net Omnibus Transactions in accordance with the Net Omnibus Clearing Model Provisions, with the following account details

Securities Account number _____
(the "Swiss Net Omnibus Pledged Securities Account")

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



2.2 Pledges of Securities in German Accounts

2.2.1 Elementary Omnibus Clearing Model Provisions - Value Based Allocation / Elementary Proprietary Transactions

If one or more German Pledged Securities Account(s) have been established pursuant to the election made in Clause 2.1.1, the Clearing Member hereby grants the following pledge in order to provide (i) Margin pursuant to the Elementary Clearing Model Provisions where Value Based Allocation is the Applicable Allocation Method or (ii) Elementary Proprietary Margin pursuant to the Elementary Clearing Model Provisions where Asset Based Allocation is the Applicable Allocation Method, in each case in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 of the Clearing Conditions

The Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or will in the future be deposited in any of the German Pledged Securities Account(s). For the purpose of such pledge, the Clearing Member hereby:

- (i) assigns its claim for surrender of these securities (*Herausgabeanspruch*) against CBF to Eurex Clearing AG,
- (ii) undertakes, if the Clearing Member does not have a claim for surrender of the relevant securities against CBF, to instruct (substantially in the form set out in Schedule 3 hereto), without undue delay, CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of the securities that are or will be credited to such account, (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention, and
- (iii) undertakes to promptly notify CBF of the conclusion of this agreement to pledge securities (substantially in the form set out in Schedule 3 hereto)

Upon the relevant pledge becoming enforceable (*Pfandreife*), Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities.

2.2.2 Elementary Omnibus Clearing Model Provisions - Asset Based Allocation / Elementary Omnibus Transactions

If one or more German Elementary Omnibus Pledged Securities Account(s) have been established pursuant to the election made in Clause 2.1.1, the Clearing Member hereby grants the following pledge in order to provide Elementary Omnibus Margin pursuant to the Elementary Clearing Model Provisions if Asset Based Allocation is the Applicable Allocation Method, in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 of the Clearing Conditions

The Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or will in the future be deposited in any of the German Elementary Omnibus Pledged Securities Account(s). For the purpose of such pledge, the Clearing Member hereby:

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



- (i) assigns its claim for surrender of these securities (*Herausgabeanspruch*) against CBF to Eurex Clearing AG,
- (ii) undertakes, if the Clearing Member does not have a claim for surrender of the relevant securities against CBF, to instruct (substantially in the form set out in Schedule 3 hereto), without undue delay, CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of the securities that are or will be credited to such account, (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention, and
- (iii) undertakes to promptly notify CBF of the conclusion of this agreement to pledge securities (substantially in the form set out in Schedule 3 hereto)

Upon the relevant pledge becoming enforceable (*Pfandreife*), Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities.

2.2.3 Net Omnibus Clearing Model Provisions

If one or more German Net Omnibus Pledged Securities Account(s) have been established pursuant to the election made in Clause 2.1.1, the Clearing Member hereby grants the following pledge in order to provide Net Omnibus Margin pursuant to the Net Omnibus Clearing Model Provisions, in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions.

The Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or will in the future be deposited in any of the German Net Omnibus Pledged Securities Account(s). For the purpose of such pledge, the Clearing Member hereby

- (i) assigns its claim for surrender of these securities (*Herausgabeanspruch*) against CBF to Eurex Clearing AG,
- (ii) undertakes, if the Clearing Member does not have a claim for surrender of the relevant securities against CBF, to instruct (substantially in the form set out in Schedule 3 hereto), without undue delay, CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of the securities that are or will be credited to such account, (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention, and
- (ii) undertakes to promptly notify CBF of the conclusion of this agreement to pledge securities (substantially in the form set out in Schedule 3 hereto)

Upon the relevant pledge becoming enforceable (*Pfandreife*), Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities.

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



2.2.4 Elementary Omnibus Clearing Model Provisions (Use of Xemac) - Value Based Allocation / Elementary Proprietary Transactions

If one or more German Xemac Pledged Securities Account(s) have been established pursuant to the election made in Clause 2 1 1, the Clearing Member hereby grants the following pledge in order to provide (i) Margin pursuant to the Elementary Clearing Model Provisions where Value Based Allocation is the Applicable Allocation Method or (ii) Elementary Proprietary Margin pursuant to the Elementary Clearing Model Provisions where Asset Based Allocation is the Applicable Allocation Method, in each case in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 (in particular Number 6 6 3) of the Clearing Conditions

The Clearing Member hereby pledges to Eurex Clearing AG, subject to the SC Xemac, all securities which (a) are at present or will in the future be deposited in any of the German Xemac Pledged Securities Account(s) and (b) are or will be earmarked by CBF in the Xemac system as Margin for purposes of the Elementary Clearing Model Provisions or as Elementary Proprietary Margin, as applicable. For the purpose of such pledge, the Clearing Member hereby

- (i) assigns its claim for surrender of these securities (*Herausgabeanspruch*) against CBF to Eurex Clearing AG,
- (ii) undertakes, if the Clearing Member does not have a claim for surrender of the relevant securities against CBF, to instruct (substantially in the form set out in Schedule 3 hereto), without undue delay, CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of the securities that are or will be credited to such account, (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention, and
- (iii) undertakes to promptly notify CBF of the conclusion of this agreement to pledge securities (substantially in the form set out in Schedule 3 hereto)

Upon the relevant pledge becoming enforceable (*Pfandreife*), Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities.

2.2.5 Elementary Omnibus Clearing Model Provisions (Use of Xemac) - Asset Based Allocation / Elementary Omnibus Transactions

If one or more German Xemac Pledged Securities Account(s) have been established pursuant to the election made in Clause 2 1 1, the Clearing Member hereby grants the following pledge in order to provide Elementary Omnibus Margin pursuant to the Elementary Clearing Model Provisions if Asset Based Allocation is the Applicable Allocation Method, in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 (in particular Number 6 6 3) of the Clearing Conditions

The Clearing Member hereby pledges to Eurex Clearing AG, subject to the SC Xemac, all securities which (a) are at present or will in the future be deposited in any of the German Xemac Pledged Securities Account(s) and (b) are or will be earmarked by CBF in the Xemac system as Elementary Omnibus Margin for purposes of the Elementary Clearing Model Provisions. For the purpose of such pledge, the Clearing Member hereby

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



- (i) assigns its claim for surrender of these securities (*Herausgabeanspruch*) against CBF to Eurex Clearing AG,
- (ii) undertakes, if the Clearing Member does not have a claim for surrender of the relevant securities against CBF, to instruct (substantially in the form set out in Schedule 3 hereto), without undue delay, CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of the securities that are or will be credited to such account, (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention, and
- (iii) undertakes to promptly notify CBF of the conclusion of this agreement to pledge securities (substantially in the form set out in Schedule 3 hereto)

Upon the relevant pledge becoming enforceable (*Pfandreife*), Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities.

2.2.6 Net Omnibus Clearing Model Provisions (Use of Xemac)

If one or more German Xemac Pledged Securities Account(s) have been established pursuant to the election made in Clause 2.1.1, the Clearing Member hereby grants the following pledge in order to provide Net Omnibus Margin pursuant to the Net Omnibus Clearing Model Provisions, in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 (in particular, Number 6.6.3) of the Clearing Conditions.

The Clearing Member hereby pledges to Eurex Clearing AG, subject to the SC Xemac, all securities which (a) are at present or will in the future be deposited in any of the German Xemac Pledged Securities Account(s) and (b) are or will be earmarked by CBF in the Xemac system as Net Omnibus Margin for purposes of the Net Omnibus Clearing Model Provisions. For the purpose of such pledge, the Clearing Member hereby

- (i) assigns its claim for surrender of these securities (*Herausgabeanspruch*) against CBF to Eurex Clearing AG,
- (ii) undertakes, if the Clearing Member does not have a claim for surrender of the relevant securities against CBF, to instruct (substantially in the form set out in Schedule 3 hereto), without undue delay, CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of the securities that are or will be credited to such account, (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention, and
- (iii) undertakes to promptly notify CBF of the conclusion of this agreement to pledge securities (substantially in the form set out in Schedule 3 hereto)

Upon the relevant pledge becoming enforceable (*Pfandreife*), Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities.

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



2.3 Pledges of Securities In Luxembourg Accounts

2.3.1 Elementary Omnibus Clearing Model Provisions - Value Based Allocation / Elementary Proprietary Transactions

- A. If the Luxembourg Pledged Securities Account has been established pursuant to the election made in Clause 2.1.2, in order to provide (i) Margin pursuant to the Elementary Clearing Model Provisions where Value Based Allocation is the Applicable Allocation Method or (ii) Elementary Proprietary Margin pursuant to the Elementary Clearing Model Provisions if Asset Based Allocation is the Applicable Allocation Method, in each case in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 1 of this Agreement all securities which are at present or will in the future be deposited in the Luxembourg Pledged Securities Account

The Clearing Member hereby undertakes to issue all relevant notices to and obtain all relevant acknowledgements from Clearstream Banking S A for the perfection of such pledge

- B. If the CmaX Pledged Securities Account has been established pursuant to the election made in Clause 2.1.2, in order to provide (i) Margin pursuant to the Elementary Clearing Model Provisions where Value Based Allocation is the Applicable Allocation Method or (ii) Elementary Proprietary Margin pursuant to the Elementary Clearing Model Provisions if Asset Based Allocation is the Applicable Allocation Method, in each case in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 of the Clearing Conditions, by use of the Triparty Collateral Management Service (CmaX) of Clearstream Banking S A , Luxembourg, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 2 of this Agreement all securities which are at present or will in the future be deposited in the CmaX Pledged Securities Account

The Clearing Member hereby undertakes to issue all relevant notices to Clearstream Banking S A for the perfection of the pledge

Chapter I Part 2 Number 6.6.3 of the Clearing Conditions shall remain unaffected

2.3.2 Elementary Omnibus Clearing Model Provisions - Asset Based Allocation / Elementary Omnibus Transactions

- A. If the Luxembourg Elementary Omnibus Pledged Securities Account has been established pursuant to the election made in Clause 2.1.2, in order to provide Elementary Omnibus Margin pursuant to the Elementary Clearing Model Provisions if Asset Based Allocation is the Applicable Allocation Method, in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 1 of this Agreement all securities which are at present or will in the future be deposited in the Luxembourg Elementary Omnibus Pledged Securities Account

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



The Clearing Member hereby undertakes to issue all relevant notices to and obtain all relevant acknowledgements from Clearstream Banking S A for the perfection of such pledge

- B.** If the CmaX Elementary Omnibus Pledged Securities Account has been established pursuant to the election made in Clause 2 1 2, in order to provide Elementary Omnibus Margin pursuant to the Elementary Clearing Model Provisions if Asset Based Allocation is the Applicable Allocation Method, in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 of the Clearing Conditions, by use of the Tnparty Collateral Management Service (CmaX) of CBL, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 2 of this Agreement all securities which are at present or will in the future be deposited in the CmaX Elementary Omnibus Pledged Securities Account

The Clearing Member hereby undertakes to issue all relevant notices to Clearstream Banking S.A for the perfection of the pledge

Chapter I Part 2 Number 6 6 3 of the Clearing Conditions shall remain unaffected

2 3 3 Net Omnibus Clearing Model Provisions

- A.** If the Luxembourg Net Omnibus Pledged Securities Account has been established pursuant to the election made in Clause 2 1 2, in order to provide Net Omnibus Margin pursuant to the Net Omnibus Clearing Model Provisions, in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 1 of this Agreement all securities which are at present or will in the future be deposited in the Luxembourg Net Omnibus Pledged Securities Account

The Clearing Member hereby undertakes to issue all relevant notices to and obtain all relevant acknowledgements from Clearstream Banking S A for the perfection of such pledge

- B.** If the CmaX Net Omnibus Pledged Securities Account has been established pursuant to the election made in Clause 2 1 2, in order to provide Net Omnibus Margin pursuant to the Net Omnibus Clearing Model Provisions, in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions, by use of the Tnparty Collateral Management Service (CmaX) of CBL, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 2 of this Agreement all securities which are at present or will in the future be deposited in the CmaX Net Omnibus Pledged Securities Account

The Clearing Member hereby undertakes to issue all relevant notices to Clearstream Banking S A for the perfection of the pledge

Chapter I Part 2 Number 6 6 3 of the Clearing Conditions shall remain unaffected

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



2.4 Pledges of Securities in Swiss Accounts

2.4.1 Elementary Omnibus Clearing Model Provisions - Value Based Allocation / Elementary Proprietary Transactions

If the Swiss Pledged Securities Account has been established pursuant to the election made in Clause 2.1.3, the Clearing Member hereby grants the following pledge in order to provide (i) Margin pursuant to the Elementary Clearing Model Provisions where Value Based Allocation is the Applicable Allocation Method or (ii) Elementary Proprietary Margin pursuant to the Elementary Clearing Model Provisions if Asset Based Allocation is the Applicable Allocation Method, in each case in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 of the Clearing Conditions

The Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or will in the future be deposited in the Swiss Pledged Securities Account

The Clearing Member further undertakes to enter into a control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or will in the future be deposited in the Swiss Pledged Securities Account

Upon the relevant pledge becoming enforceable, Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities

2.4.2 Elementary Omnibus Clearing Model Provisions - Asset Based Allocation / Elementary Omnibus Transactions

If the Swiss Elementary Omnibus Pledged Securities Account has been established pursuant to the election made in Clause 2.1.3, the Clearing Member hereby grants the following pledge in order to provide Elementary Omnibus Margin pursuant to the Elementary Clearing Model Provisions if Asset Based Allocation is the Applicable Allocation Method, in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 of the Clearing Conditions

The Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or will in the future be deposited in the Swiss Elementary Omnibus Pledged Securities Account

The Clearing Member further undertakes to enter into an additional control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or will in the future be deposited in the Swiss Pledged Securities Account

Upon the relevant pledge becoming enforceable, Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



2.4.3 Net Omnibus Clearing Model Provisions

If the Swiss Net Omnibus Pledged Securities Account has been established pursuant to the election made in Clause 2.1.3, the Clearing Member hereby grants the following pledge in order to provide Net Omnibus Margin pursuant to the Net Omnibus Clearing Model Provisions, in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions

The Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or will in the future be deposited in the Swiss Net Omnibus Pledged Securities Account.

The Clearing Member further undertakes to enter into an additional control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or will in the future be deposited in the Swiss Pledged Securities Account.

Upon the relevant pledge becoming enforceable, Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities.

2.5 Security Purpose (*Sicherungszweck*) of the Pledges

2.5.1 The pledges of the Securities pursuant to Clause 2.2.1, 2.2.4, and/or 2.4.1 shall secure the Secured Claims pursuant to (A) Chapter I Part 2 Number 6.6.2 in conjunction with Number 6.5 Paragraph (1) of the Clearing Conditions where the Value Based Allocation is the Applicable Allocation Method or (B) Chapter I Part 2 Number 6.6.2 in conjunction with Number 6.5 Paragraph (2) (i) of the Clearing Conditions where the Asset Based Allocation Method is the Applicable Allocation Method. The pledges of the Securities pursuant to Clause 2.2.2, 2.2.5 and/or 2.4.2 shall secure the Secured Claims pursuant to Chapter I Part 2 Number 6.6.2 in conjunction with Number 6.5 Paragraph (2) (ii) of the Clearing Conditions.

2.5.2 The pledges of the Securities pursuant to Clause 2.2.3, 2.2.6 and/or 2.4.3 shall secure all present and future claims of Eurex Clearing AG against the Clearing Member arising under all Net Omnibus Transactions under the Net Omnibus Standard Agreement.

2.6 References

The Parties further agree that

2.6.1 references in the Clearing Conditions to Margin, Elementary Proprietary Margin and Elementary Omnibus Margin, respectively, that relate to Eligible Margin Assets in the form of Securities for purposes of the Elementary Clearing Model Provisions shall include references to Securities that are subject to those pledges granted pursuant to or in accordance with Clauses 2.2 to 2.4 above that refer to Margin, Elementary Proprietary Margin and Elementary Omnibus Margin, respectively, to be granted in accordance with Chapter I Part 1 Number 3 and Part 2 Number 6 of the Clearing Conditions, and

2.6.2 references in the Clearing Conditions to Net Omnibus Margin that relates to Eligible Margin Assets in the form of Securities for purposes of the Net Omnibus Clearing Model Provisions shall include references to Securities that are subject to those pledges granted pursuant to or in accordance with Clauses 2.2 to 2.4 above that refer to Net Omnibus Margin to be granted in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions.

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



2.7 Registration

The Clearing Member will arrange for the due filing and registration with any relevant competent authority or register of any security interest granted pursuant to or in accordance with Clauses 2.2 to 2.4 (where relevant, in connection with any Schedule hereto and, in the case of any Swiss pledge, the related control agreement) and will evidence the due filing and registration of such security interest to Eurex Clearing AG

2.8 Existing Pledges

- 2.8.1** The validity of the pledges pursuant to or in accordance with Clauses 2.2 to 2.4 shall be independent from the validity and enforceability of any pledges already granted over such Eligible Margin Assets pursuant to the Existing Clearing Agreement
- 2.8.2** With respect to securities credited to any accounts identified in Clause 2.1.1, Eurex Clearing AG hereby releases the respective pledges already granted over such Eligible Margin Assets pursuant to the Existing Clearing Agreement, subject to the condition precedent (*aufschiebende Bedingung*) that all pledges pursuant to Clause 2.2 of securities in such accounts have been validly granted, duly registered with any relevant competent authority or register and duly notified to Clearstream Banking Frankfurt and Eurex Clearing AG has been provided with the relevant evidence in accordance with Clause 2.7
- 2.8.3** With respect to securities credited to any accounts identified in Clause 2.1.2, Eurex Clearing AG hereby releases the respective pledges already granted over such Eligible Margin Assets pursuant to or in accordance with the Existing Clearing Agreement, subject to the condition precedent that all pledges pursuant to or in accordance with Clause 2.3 of securities in such accounts in connection with Schedule 1 and Schedule 2, respectively, to this Agreement have been validly granted, duly registered with any relevant competent authority or register and duly notified to Clearstream Banking S.A. and Eurex Clearing AG has been provided with the relevant evidence in accordance with Clause 2.7, and, to the extent required, all relevant acknowledgments from Clearstream Banking S.A.
- 2.8.4** With respect to securities credited to any accounts identified in Clause 2.1.3, Eurex Clearing AG hereby releases the respective pledges already granted over such Eligible Margin Assets pursuant to or in accordance with the Existing Clearing Agreement, subject to the condition precedent that all pledges pursuant to or in accordance with Clause 2.4 have been validly granted, duly registered with any relevant competent authority or register, a control agreement has been entered into between the Clearing Member, SIX SIS AG and Eurex Clearing AG and Eurex Clearing AG has been provided with the relevant evidence in accordance with Clause 2.7

3 Representations

The Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieversprechen*) to Eurex Clearing AG that

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



- (i) at the time when the relevant securities are credited to the relevant securities account or sub-account to which any of the pledges set out or referred to in Clauses 2.2 to 2.4 relate and, in the case of any pledge to which SC Xemac is stated to apply, when the relevant earmarking is made by CBF in the Xemac system, it is the owner of the securities and that such securities are not subject to any prior or equal claims of third parties (other than Eurex Clearing AG and except for any rights and claims arising pursuant to the standard business terms of any securities depository or as a matter of law) The Clearing Member shall not, for the duration of any such pledge, permit any such claims to arise without the prior consent of Eurex Clearing AG,
- (ii) at the time it enters into this Agreement
 - (a) it has the power to enter into, deliver and perform this Agreement and any other documentation relating to this Agreement to which it is a party and has taken all necessary action to authorise such execution, delivery and performance,
 - (b) its entry into, delivery and performance of this Agreement and any other documentation relating to this Agreement to which it is a party do not conflict with any law or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any agreement or instrument by which it is bound or which affects any of its assets;
 - (c) it has all governmental and other consents that are required to have been obtained by it with respect to its entry into and performance of this Agreement and are in full force and effect and all conditions of any such consents have been complied with,
 - (d) no order has been made or applied for or resolution passed for the suspension of payments or dissolution, termination of existence, liquidation, winding-up, bankruptcy, insolvency, judicial management or curatorship, in each case, with respect to it,
 - (e) no moratorium in respect of all or any debts or a composition or an arrangement with creditors or any similar proceeding or arrangement by which its assets are submitted to the control of its creditors is ordered, declared or applied for, in each case, with respect to it,
 - (f) no liquidator, trustee, administrator, receiver or similar officer has been appointed in respect of it or in respect of all or a substantial part of its assets,
 - (g) it is able to pay its debts as and when they fall due, will not become unable to pay its debts as a consequence of entering into this Agreement, and
 - (h) no event has occurred or circumstance arisen with respect to it which, had the Parties already entered into this Agreement, might (whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement) constitute a Termination Event or Insolvency Termination Event with respect to the Clearing Member; and
 - (i) with respect to any pledge to which the SC Xemac is stated to apply, it (i) shall at all times procure that CBF is authorised to select the assets that are to be pledged from time to time and (ii) must not itself determine any assets to be pledged using Xemac

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



4 Amendments

This Agreement shall be amended pursuant to Chapter 1, Part 1, Number 17 2 of the Clearing Conditions, applied *mutatis mutandis*. For this purpose, the provisions in this Agreement shall constitute Special Provisions to the extent they relate to the granting of powers of attorney, the granting of margin or the creation of security interests.

In addition, the Agreement may be amended at any time by written agreement between Eurex Clearing AG and the Clearing Member.

5. Governing Law; Jurisdiction, Place of Performance; Severability Clause

5.1 Governing Law

5.1 1 This Agreement (except for Clauses 2 3, 2 4, 2 8 3 and 2 8 4 and the Schedules) is governed by the substantive laws (*Sachrecht*), excluding German private international law, of the Federal Republic of Germany. Clauses 2 3 and 2 8 3 and the Schedules are governed by the substantive laws, excluding Luxembourg private international law, of Luxembourg. Clauses 2 4 and 2 8 4 are governed by the substantive laws, excluding Swiss private international law, of Switzerland.

5.1 2 Any non-contractual rights and obligations arising out of or in connection with this Agreement (except for Clauses 2 3, 2 4, 2 8 3, 2 8 4 and the Schedules) shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of the Federal Republic of Germany. Any non-contractual rights and obligations arising out of or in connection with Clauses 2 3 and 2 8 3 and the Schedules shall be governed by the substantive laws, excluding Luxembourg private international law, of Luxembourg. Any non-contractual rights and obligations arising out of or in connection with Clauses 2 4 and 2 8 4 shall be governed by the substantive laws, excluding Swiss private international law, of Switzerland.

5.2 Jurisdiction

The courts in Frankfurt am Main, Federal Republic of Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement (except for Clauses 2 3, 2 4, 2 8 3 and 2 8 4 and the Schedules). The courts of the City of Luxembourg (Grand Duchy of Luxembourg) shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with Clauses 2 3 and 2 8 3 and Schedules 1 to 2 of this Agreement. The courts of Zurich, Switzerland shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with Clauses 2 4 and 2 8 4 of this Agreement.

5.3 Place of Performance

The place of performance shall be Frankfurt am Main, Federal Republic of Germany.

Pledge Agreement relating to the pledge of Eligible Margin Assets and supplementing Clearing Agreement



5.4 Severability Clause

If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the Parties' commercial intention. This shall also apply mutatis mutandis to any gaps (*Vertragslücken*) in this Agreement.

**Pledge Agreement relating to the pledge of
Eligible Margin Assets and supplementing
Clearing Agreement**



**AUTHORISED SIGNATURES
to the Agreement**

Nomura International PLC

(as Clearing Member)

11 Februar 2015

Place

* Date

A handwritten signature in black ink, appearing to read 'Rod Baner'.

Name

ROD BANER

Function

EXECUTIVE DIRECTOR.

Name

Function

Eurex Clearing Aktiengesellschaft

(Eurex Clearing AG)

11 Februar 2015

Place

* Date

A handwritten signature in black ink, appearing to read 'Grant Jenkins'.

Name

Grant Jenkins

Function

Senior Vice President

A handwritten signature in black ink, appearing to read 'Stuart Heath'.

Name

Stuart Heath

Function

Executive Director

**Schedule 1 to
Pledge relating to Luxembourg Pledged Securities Account,
Luxembourg Elementary Omnibus Pledged Securities
Account and/or Luxembourg Net Omnibus Pledged Securities
Account**



This schedule 1 (the "Schedule") is entered into

BETWEEN

- (1) the Clearing Member (as defined above in this Agreement) (the "Pledgor"), and
- (2) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (*Amtsgenicht*) in Frankfurt am Main under HRB 44828 and having its registered office at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("Eurex Clearing AG" or the "Pledgee")

The Pledgor and Eurex Clearing AG are hereinafter also referred to as the "Parties" and each of them as a "Party"

The Parties agree as follows

1 Definitions and Interpretations

1.1 Definitions

Unless the context requires otherwise, terms used in this Schedule shall have the meaning given to them (including by way of reference therein) in the text of the Agreement to which this Schedule is attached and

"CBL" means Clearstream Banking S A , a company incorporated as a *société anonyme* under the laws of the Grand Duchy of Luxembourg, having its registered office at 42, avenue J F Kennedy, L-1855 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B-9248

"Collateral Account" means each of the following securities accounts or sub-accounts, in each case, if such account has been established pursuant to the election made in Clause 2 1 2 of the Agreement to which this Schedule is attached the Luxembourg Pledged Securities Account, the Luxembourg Elementary Omnibus Pledged Securities Account and the Luxembourg Net Omnibus Pledged Securities Account

"Enforcement Event" means the non-delivery or non-payment of the Relevant Secured Liabilities on the due date of the relevant delivery or payment obligation

"CBL Governing Documents" means the Governing Documents of CBL, as defined in the general terms and conditions of CBL to which the Collateral Account is subject

"Law on financial collateral arrangements" means the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended

"Pledge" means each first ranking pledge granted by the Pledgor to the Pledgee in the Relevant Pledged Assets and created pursuant to Clause 2 1 below

"Relevant Pledged Assets" means all securities credited to the relevant Collateral Account together with any cash credited on such Collateral Account in relation to the above securities for the purpose of securing the Relevant Secured Liabilities

**Schedule 1 to
Pledge relating to Luxembourg Pledged Securities Account,
Luxembourg Elementary Omnibus Pledged Securities
Account and/or Luxembourg Net Omnibus Pledged Securities
Account**



"Relevant Secured Liabilities" means

- (i) with respect to the Pledge over securities credited to the Luxembourg Pledged Securities Account, the Secured Claims (as defined in (A) Chapter I Part 2 Number 6 5 Paragraph (1) of the Clearing Conditions where the Value Based Allocation is the Applicable Allocation Method or (B) Chapter I Part 2 Number 6 6 2 in conjunction with Number 6 5 Paragraph (2) (i) of the Clearing Conditions where the Asset Based Allocation Method is the Applicable Allocation Method),
- (ii) with respect to the Pledge over securities credited to the Luxembourg Elementary Omnibus Pledged Securities Account, the Secured Claims (as defined in Chapter I Part 2 Number 6 5 Paragraph (2) (ii) of the Clearing Conditions), and
- (iii) with respect to the Pledge over securities credited to the Luxembourg Net Omnibus Pledged Securities Account, all present and future claims of Eurex Clearing AG against the Clearing Member arising under all Net Omnibus Transactions under the Net Omnibus Standard Agreement

1.2 Construction

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

- (a) the **"Pledgor"**, the **"Pledgee"** or any **"Party"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees, and
- (b) **"assets"** includes present and future properties, revenues and rights of every description

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

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

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

2 Pledge

2.1 Creation of the Pledge

As continuing first ranking security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee the Relevant Pledged Assets and hereby grants to the Pledgee a first ranking security ("*gage*") over such Relevant Pledged Assets. The Parties hereby agree that the Collateral Accounts shall be subject to an account control mechanism as further set out in Clause 2 3 (*Perfection of the Pledge*)

2.2 Determination of the Relevant Pledged Assets

Unless otherwise agreed by the Parties (and communicated by Eurex Clearing AG to CBL), it is hereby confirmed that CBL shall be instructed by Eurex Clearing AG to consider that all assets standing to the credit of any Collateral Account are pledged in favour of the Pledgee under and pursuant to this Schedule

2.3 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) a) (ii) of the Law on financial collateral arrangements, as amended, the Parties hereby agree that CBL, as depository of the assets standing to the credit of any Collateral Account, shall act solely in accordance with the instructions of the Pledgee. The Parties shall send to CBL the joint notification set out in Attachment 1 hereto

3 Representations, Warranties and Covenants

The Pledgor hereby represents and covenants that

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

**Schedule 1 to
Pledge relating to Luxembourg Pledged Securities Account,
Luxembourg Elementary Omnibus Pledged Securities
Account and/or Luxembourg Net Omnibus Pledged Securities
Account**



The Pledgor covenants that until the Pledge shall be released by the Pledgee, it will immediately inform the Pledgee of any attachment, execution or other legal process commenced or threatened in respect of any Collateral Account or all or part of the Relevant Pledged Assets
The representations, warranties and covenants under this Clause 3 are made as of the date of the Agreement this Schedule is attached to and are deemed repeated each time Relevant Pledged Assets are credited to any Collateral Account

4 Restrictions and Further Assurances

4.1 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets
The Pledgor shall at its own expense promptly and duly execute and do all such assurances, acts and things as the Pledgee may reasonably require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Schedule in relation to any Collateral Account for facilitating the enforcement and exercise of any such rights or any part thereof and in the exercise of all powers, authorities and discretions vested in the Pledgee To that effect, the Pledgor shall in particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may reasonably deems appropriate

4.2 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Relevant Pledged Assets except as permitted by the Clearing Conditions, and in any event without prejudice to the account control mechanism provided in Clause 2 (*Pledge*)

5 Enforcement

5.1 Realization of the Relevant Pledged Assets

Upon the occurrence of an Enforcement Event, the Pledgee may, if any of the Relevant Secured Liabilities have become due and payable and have not been performed, realise the Relevant Pledged Assets or any part thereof, in accordance with applicable provisions of Luxembourg law and with the procedures and notifications provided in the CBL Governing Documents, with the right for the Pledgee

- (a) To appropriate any of the Relevant Pledged Assets at the fair market value thereof determined by Eurex Clearing AG, acting in good faith and whose determinations and valuations shall be binding (save in case of manifest error),
- (b) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) listed or quoted on a stock exchange in Luxembourg or abroad or dealt on one of the markets defined in article 11 (1) (e) of the Law on financial collateral arrangements at such stock exchange or on such market,
- (c) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) other than those referred to in paragraph (b) above by private agreement at normal commercial conditions,

- (d) in respect of any Relevant Pledged Assets consisting of claims for sums of money, to require CBL to make payment of the amount due by CBL directly to the Pledgee, upon maturity of CBL's debt,
- (e) to apply to court to be authorised to make the appropriation of the Relevant Pledged Assets at a price to be determined by expert, and
- (f) to take advantage of any other realisation or enforcement method permissible under applicable law

5.2 Notification to CBL of an Enforcement Event

At any time while an Enforcement Event has occurred, the Pledgee may (without any obligation) notify CBL in accordance with the procedures and notifications provided in the CBL Governing Documents that an Enforcement Event has occurred

6 Application of proceeds

All amounts received or recovered by the Pledgee in the exercise of its rights under this Schedule shall, subject to the rights of any creditors having priority, be applied in or towards payment and discharge of the Relevant Secured Liabilities

7 Liability of the Pledgee

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

8 Saving Provisions

8.1 Continuing Security

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

8.2 Immediate recourse

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

9 Notices

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

10 Rights, Waivers and Determinations

10.1 Ambiguity

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

10.2 Exercise of rights

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

11 Amendments

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

12 Assignment

Unless otherwise provided for in the Clearing Conditions or in the Clearing Agreement (including this Schedule), the Parties shall not assign any of its rights or claims under this Schedule except with the prior written consent of the other Party

13 Severability

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

14 Headings

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

FORM OF NOTICE OF PLEDGE
by registered mail

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

Name of the Pledgor

Company Name
Nomura International Plc
Address

* Street No * Address 1

* Zip Code * City

* Country

Date _____

Dear Sirs,

We would like to notify you hereby that _____ (the "**Pledgor**") has pledged in favour of Eurex Clearing AG (the "**Pledgee**") assets standing to the credit of the account numbered _____ and opened in the name of Pledgor in your books (the "**Collateral Account**") in accordance with a pledge agreement dated between Pledgor as pledgor and Eurex Clearing AG as pledgee (the "**Eurex Clearing Pledge Agreement**")

Pledgee and Pledgor have agreed in the Eurex Clearing Pledge Agreement that CBL, as depository of the assets pledged under the Eurex Clearing Pledge Agreement, shall act solely in accordance with the instructions of Pledgee. This account control mechanism is instituted pursuant to article 5 (2) a) ii) of the Luxembourg Law of 5 August 2005 on financial collateral arrangements

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

CBL shall solely comply with the instructions of the Pledgee in relation to the exercise of any voting rights attached to any item of Collateral maintained in the Collateral Account and conversions, subdivisions, consolidations, redemptions, takeovers, pre-emption options or other rights in respect of any item of Collateral maintained in the Collateral Account

It has been agreed under the Eurex Clearing Pledge Agreement that CBL is hereby instructed to consider that all assets standing to the credit of the Collateral Account are pledged in favour of Pledgee under and pursuant to the Eurex Clearing Pledge Agreement

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

Upon the occurrence of an Enforcement Event which is continuing, the Pledgee will be entitled to enforce the Pledge pursuant to Clause 5 of the Eurex Clearing Pledge Agreement. In accordance with the above account control mechanism, any communication, notification and instruction in respect of an enforcement shall be solely given by Pledgee to CBL.

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

Pledgor hereby expressly authorises CBL to disclose to Pledgee through the communication means selected by Pledgee (the "Authorisation") any reports and any information related to the Collateral Account (the "Information").

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

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

ATTACHMENT 1



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

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

The Pledgor and the Pledgee request CBL, and by signing the present notice, CBL accepts to waive its retention right and pledge pursuant to Articles 43 and 44 Section I of CBL's General Terms and Conditions ("GTCs") with respect to the Collateral Account subject to and in accordance with the appendix hereto

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

Kind regards,

Name and capacity (Clearing Member)
Acting for Pledgor

Name and capacity (Eurex Clearing AG)
Acting for Pledgee

Accepted and agreed

Name and capacity
Acting for CBL

Name and capacity
Acting for CBL

ECAG-20141107 EN

Waiver of retention right and pledge

Collateral Account number

Collateral Account name

(the "Collateral Account")

CBL hereby waives its right of retention and pledge as set out in Articles 43 and 44 section I of the GTCs with respect to the assets in the Collateral Account

This waiver shall serve to supplement and amend the GTCs with respect to the subject matter contained herein
This document shall have no other effect whatsoever on any other account(s) of the Pledgor with CBL, nor on any positions other than the assets of the above Collateral Account

Name and capacity (Clearing Member)
Acting for Pledgor

Name and capacity (Eurex Clearing AG)
Acting for Pledgee

Accepted and agreed

Name and capacity
Acting for CBL

Name and capacity
Acting for CBL

**Schedule 2 to
Pledge relating to CmaX Pledged Securities Account,
CmaX Elementary Omnibus Pledged Securities Account
and/or CmaX Net Omnibus Pledged Securities Account**



This schedule 2 (the "Schedule") is entered into

BETWEEN:

- (1) the Clearing Member (as defined above in this Agreement) (the "Pledgor"), and
- (2) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered office at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("Eurex Clearing AG" or the "Pledgee")

The Pledgor and Eurex Clearing AG are hereinafter also referred to as the "Parties" and each of them as a "Party"

The Parties agree as follows

1 Definitions and Interpretations

1.1 Definitions

Unless the context requires otherwise, terms used in this Schedule shall have the meaning given to them (including by way of reference therein) in the text of the Agreement to which this Schedule is attached, and

"CBL" means Clearstream Banking S A , a company incorporated as a *société anonyme* under the laws of the Grand Duchy of Luxembourg, having its registered office at 42, avenue J F Kennedy, L-1855 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B-9248

"Collateral Account" means each of the following securities accounts or sub-accounts, in each case, if such account has been established pursuant to the election made in Clause 2.1 2 of the Agreement to which this Schedule is attached the CmaX Pledged Securities Account, the CmaX Elementary Omnibus Pledged Securities Account and the CmaX Net Omnibus Pledged Securities Account.

"Collateral Management Service Agreements" means, in particular as regards the collateral provided under this Schedule, (i) the collateral management service agreement for collateral givers, including Appendix C (Triparty Collateral Management Service (CmaX) Product Guide) and the AutoAssign Supplement to the collateral management service agreement to be entered into by CBL and the Pledgor as collateral giver, as may be amended by CBL and the Pledgor from time to time by way of side letter or otherwise, and (ii) the collateral management service agreement for collateral receivers including Appendix C (Triparty Collateral Management Service (CmaX) Product Guide) to be entered into by CBL and the Pledgee as collateral receiver, as may be amended by CBL and the Pledgee from time to time by way of side letter or otherwise

"Enforcement Event" means the non-delivery or non-payment of the Relevant Secured Liabilities on the due date of the relevant delivery or payment obligation

"CBL Governing Documents" means the Governing Documents of CBL, as defined in the general terms and conditions of CBL to which the Collateral Account is subject

**Schedule 2 to
Pledge relating to CmaX Pledged Securities Account,
CmaX Elementary Omnibus Pledged Securities Account
and/or CmaX Net Omnibus Pledged Securities Account**



"Law on financial collateral arrangements" means the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended

"Pledge" means each first ranking pledge granted by the Pledgor to the Pledgee in the Relevant Pledged Assets and created pursuant to Clause 2 below

"Relevant Pledged Assets" means all securities credited to the relevant Collateral Account together with any cash credited on such Collateral Account in relation to the above securities for the purpose of securing the Relevant Secured Liabilities

"Relevant Secured Liabilities" means

- (i) with respect to the Pledge over securities credited to the CmaX Pledged Securities Account, the Secured Claims (as defined in (A) Chapter I Part 2 Number 6 5 Paragraph (1) of the Clearing Conditions where the Value Based Allocation is the Applicable Allocation Method or (B) Chapter I Part 2 Number 6 6 2 in conjunction with Number 6 5 Paragraph (2) (i) of the Clearing Conditions where the Asset Based Allocation Method is the Applicable Allocation Method),
- (ii) (with respect to the Pledge over securities credited to the CmaX Elementary Omnibus Pledged Securities Account, the Secured Claims (as defined in Chapter I Part 2 Number 6 5 Paragraph (2) (ii) of the Clearing Conditions), and
- (iii) with respect to the Pledge over securities credited to the CmaX Net Omnibus Pledged Securities Account, all present and future claims of Eurex Clearing AG against the Clearing Member arising under all Net Omnibus Transactions under the Net Omnibus Standard Agreement

1.2 Construction

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

- (a) the **"Pledgor"**, the **"Pledgee"** or any **"Party"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees, and
- (b) **"assets"** includes present and future properties, revenues and rights of every description

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

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

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

**Schedule 2 to
Pledge relating to CmaX Pledged Securities Account,
CmaX Elementary Omnibus Pledged Securities Account
and/or CmaX Net Omnibus Pledged Securities Account**



2 Pledge

Creation and Perfection of the Pledge

As continuing first ranking security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets and hereby grants to the Pledgee a first ranking security ("gage") over such Relevant Pledged Assets. For the perfection of the Pledge, for purposes of Article 5 (2) a) (ii) of the Law on financial collateral arrangements, as amended, the Parties hereby confirm that CBL, as depository of the assets standing to the credit of any Collateral Account, shall act solely in accordance with the instructions of the Pledgee in accordance with the provisions of Collateral Management Services Agreements.

3 Substitution

Substitution of Pledged Assets will be operated by CBL in accordance with the provisions of Collateral Management Services Agreements.

4 Restrictions and Further Assurances

4.1 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets.

4.2 Disposal

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

5 Collateral Management Service Agreements

Eurex Clearing AG and the Pledgor shall enter into Collateral Management Service Agreements with CBL regarding the management of the collateral provided under this Schedule. The terms of the Collateral Management Service Agreements shall apply to the management of the Relevant Pledged Assets in accordance with the Clearing Conditions.

6 Enforcement

6.1 Realization of the Relevant Pledged Assets

Upon the occurrence of an Enforcement Event, the Pledgee may, if any of the Relevant Secured Liabilities have become due and payable and have not been performed, realise the Relevant Pledged Assets or any part thereof, in accordance with applicable provisions of Luxembourg law and with the procedures and notifications provided in the CBL Governing Documents, with the right for the Pledgee

- (a) To appropriate any of the Relevant Pledged Assets at the fair market value thereof determined by Eurex Clearing AG, acting in good faith and whose determinations and valuations shall be binding (save in case of manifest error),

**Schedule 2 to
Pledge relating to CmaX Pledged Securities Account,
CmaX Elementary Omnibus Pledged Securities Account
and/or CmaX Net Omnibus Pledged Securities Account**



- (b) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) listed or quoted on a stock exchange in Luxembourg or abroad or dealt on one of the markets defined in article 11 (1) (a) of the Law on financial collateral arrangements at such stock exchange or on such market,
- (c) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) other than those referred to in paragraph (b) above by private agreement at normal commercial conditions,
- (d) in respect of any Relevant Pledged Assets consisting of claims for sums of money, to require CBL to make payment of the amount due by CBL directly to the Pledgee, upon maturity of CBL's debt,
- (e) to apply to court to be authorised to make the appropriation of the Relevant Pledged Assets at a price to be determined by expert, and
- (f) to take advantage of any other realisation or enforcement method permissible under applicable law

6.2 Notification to CBL of an Enforcement Event

At any time while an Enforcement Event has occurred, the Pledgee may (without any obligation) notify CBL in accordance with the procedures and notifications provided in the CBL Governing Documents that an Enforcement Event has occurred

6.3 Limitation on realisation

The Pledgee shall realise the Relevant Pledged Assets only to the extent necessary to recover the Relevant Secured Liabilities that are due. To the extent that, notwithstanding the reasonable efforts of the Pledgee to comply with the provisions of the first sentence of this paragraph, the cash proceeds received by the Pledgee in respect of any realisation of all or any part of the Relevant Pledged Assets exceed the amount of the Relevant Secured Liabilities due at that time, such excess proceeds shall be returned to the Pledgor

7 Order of Distributions

7.1 Application of proceeds

All amounts received or recovered by the Pledgee in the exercise of its rights under this Schedule shall, subject to the rights of any creditors having priority, be applied in or towards payment and discharge of the Relevant Secured Liabilities

7.2 Order of Distribution

The order referred to in Clause 7.1 (*Application of proceeds*) is

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

**Schedule 2 to
Pledge relating to CmaX Pledged Securities Account,
CmaX Elementary Omnibus Pledged Securities Account
and/or CmaX Net Omnibus Pledged Securities Account**



8 Liability of the Pledgee

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

9 Saving Provisions

9.1 Continuing Security

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

9.2 Immediate recourse

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

10 Notices

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

11 Rights, Waivers and Determinations

11.1 Ambiguity

(a) Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to the Clearing Conditions and the Clearing Agreement (including this Schedule), the terms of the Clearing Conditions and of the Clearing Agreement (including this Schedule) shall prevail

(b) The provisions of this Schedule are without prejudice to the provisions of the Clearing Conditions and of the Clearing Agreement (including this Schedule). In case of inconsistency, the provisions in the Clearing Conditions and the Clearing Agreement shall prevail, save as regards the account control and enforcement provisions set forth in this Schedule which shall be overriding

11.2 Exercise of rights

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

**Schedule 2 to
Pledge relating to CmaX Pledged Securities Account,
CmaX Elementary Omnibus Pledged Securities Account
and/or CmaX Net Omnibus Pledged Securities Account**



12 Amendments

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

13 Assignment

Unless otherwise provided for in the Clearing Conditions or in the Clearing Agreement (including this Schedule), the Parties shall not assign any of its rights or claims under this Schedule except with the prior written consent of the other Party

14 Severability

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

15 Headings

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

Schedule 3
Form of Notice of Pledge to Clearstream Banking
Frankfurt



Schedule 3 -
Form of Notice of Pledge to Clearstream Banking Frankfurt
by registered mail

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

Name of the Pledgor

Company Name

Nomura International Plc

Address

* Street No Address 1
1 Angel Lane

Zip Code City
EC4R 3AB London

* Country
United Kingdom

Date 18.2.15

Notice of pledge of securities in securities account(s)

Dear Sirs,

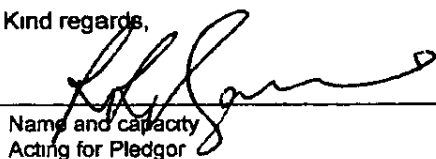
We hereby notify you that Nomura International Plc (the "Pledgor") has pledged in favour of Eurex Clearing AG (the "Pledgee"), in accordance with a pledge agreement dated 18.2.15 between the Pledgor and the Pledgee (the "Pledge Agreement") any securities that are currently or will in the future be standing to the credit of the following securities account(s) held with you in the name of the Pledgor

Account holder name	Account/Sub-Account number
Nomura International Plc	7476
Nomura International Plc	69819

Therefore, the Pledgor hereby instructs CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of all securities that are or will at any time be credited to any such account, (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention

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

Kind regards,


Name and capacity
Acting for Pledgor

ECAG-20141107 EN



We hereby confirm receipt and acknowledge the terms of the letter set out above

Date of Receipt.

Clearstream Banking AG

Name _____

Function _____

Name _____

Function _____

A **POWER OF ATTORNEY** made on 31 August 2011 by Nomura International plc, a company incorporated under the laws of England with company number 1550505 and whose registered office is at 1 Angel Lane, London, EC4R 3AB, United Kingdom (the *Company*).

THIS DEED PROVIDES:

1. INTERPRETATION

1.1 In this Deed

- (a) *Articles* means the articles of association of the Company and *Article* shall be construed accordingly;
- (b) *Attorney* means Ehsan Haque,
- (c) *the Board* means the board of Directors of the Company;
- (d) *Committee* means a committee set up pursuant to and in accordance with the Company's Articles of Association,
- (e) *the Division* means the Equities division – Europe, Middle East and Africa
- (f) the headings are inserted for convenience only and do not affect the construction of this Deed,
- (g) the singular includes the plural and vice versa, and
- (h) a reference to one gender includes all genders
- (i) This Deed shall be construed without regard to *ejusdem generis* rule

2. APPOINTMENT

2.1 By this Deed the Company appoints the Attorney as its true and lawful attorney on its behalf and, subject to clause 2.2 below, with full power and authority in its name or otherwise to do all acts, matters and things whatsoever and to negotiate, amend, revoke, agree or approve the terms of, sign or execute and deliver all deeds and documents (**excluding Powers of Attorney**) which the Attorney in his absolute discretion considers necessary or advisable relating to usual business of the Division, and, in particular but without prejudice to the generality of the preceding words

- (a) All derivatives documentation, electronic trading agreements, commission sharing and commission management agreements, membership and related agreements for multi-lateral trading facilities, fee sharing agreements, market data agreements and request for market data letters, sponsored access and co-location agreements, agreements in relation to similar trade related services, exchange agreements, custody agreements, brokerage agreements, index licence agreements, letters of confidentiality and similar transactions and other documents with or without fixing the seal of the Company thereto as may be required under the laws of any country.

- 2 2 Nothing in this Deed shall authorise the Attorney to do any of the following delegate the exercise of any power, authority or discretion conferred by this Deed to any person or persons, issuing shares, making calls, registering or declining to register transfers; determining Directors' remuneration; appointing and removing Directors, recommending and declaring dividends or any other matters reserved for the Board.
- 2 3 In favour of the Attorney, his agent or a person dealing with any of them, all acts done and documents executed or signed by the Attorney or agent in good faith in the purported exercise of any power conferred by this Deed for all purposes shall be valid and binding on the Company and its successors and assigns

3. INDEMNIFICATION AND RATIFICATION

- 3.1 Save in the case of negligence, default, breach of duty or breach of trust by the Attorney or any of his agents, the Company irrevocably and unconditionally undertakes to indemnify the Attorney and each of his agents and their respective estates against all actions, proceedings, claims, costs, expenses and liabilities of every description as a result of any action taken in good faith pursuant to this Deed
- 3.2 The Company hereby ratifies and confirms and agrees to ratify and confirm what the Attorney and each of his agents does or purports to do in exercise or purported exercise of the powers conferred by this Deed.
- 3 3 The provisions of Clauses 2 3, 3 1 and 3 2 shall continue in force after the revocation of this appointment

4. GOVERNING LAW

- 4 1 This Deed shall be governed by, and interpreted in accordance with English law
- 4.2 This Deed shall replace and revoke all previous powers granted by the Company to the Attorney, including for the avoidance of doubt, the power of attorney dated 14 June 2011. This Deed shall cease automatically upon the Attorney ceasing to be employed by any member of the Nomura group of companies and otherwise this Deed shall continue until revoked by the Company

IN WITNESS WHEREOF signed and delivered as a deed in London, England on the date inserted on page 1

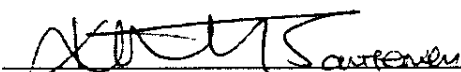
EITHER

Signed as a deed by Simon Bristow
acting for and on behalf of Nomura International plc
under a Power of Attorney dated 15 April 2011



Simon Bristow

In the presence of Kelly Bantleman

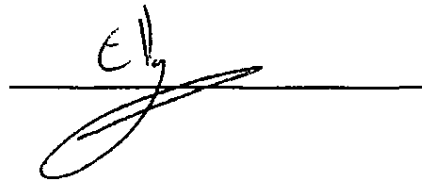


Kelly Bantleman
c/o 1 Angel Lane, London, EC4R 3AB
Assistant

Effective 31 August 2011

SPECIMEN SIGNATURE LIST

The following is the specimen signature of the person named as Attorney in the Power of Attorney granted by Nomura International plc dated 31 August 2011

NAME**SIGNATURE****Ehsan HAQUE**A handwritten signature in black ink, appearing to be 'Eh', written over a horizontal line.A handwritten signature in black ink, appearing to be 'Simon', written over a horizontal line.

Simon BRISTOW
Nomura International plc - Attorney