

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

☒ **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  
an instrument. Use form MR08.

THURSDAY



A17 \*A853OPMI\* #40  
09/05/2019  
COMPANIES HOUSE

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. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 0 5 4 6 2 8 6 7  
Company name in full CITADEL SECURITIES (EUROPE) LIMITED

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 2 d 6 m 0 m 4 y 2 y 0 y 1 y 9

### 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 ABN AMRO CLEARING BANK N.V.

Name

Name

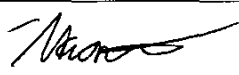

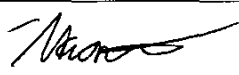

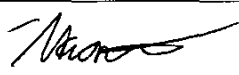

Name

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

<b>4</b>	<b>Brief description</b>	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.	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.							
Brief description	None.									
<b>5</b>	<b>Other charge or fixed security</b>	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.  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>								
<b>6</b>	<b>Floating charge</b>	Is the instrument expressed to contain a floating charge? Please tick the appropriate box.  <input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input type="checkbox"/> <b>Yes</b>								
<b>7</b>	<b>Negative Pledge</b>	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.  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>								
<b>8</b>	<b>Trustee statement <sup>①</sup></b>	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.  <input type="checkbox"/>	<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).							
<b>9</b>	<b>Signature</b>	<p>Please sign the form here.</p> <table border="0"> <tr> <td data-bbox="122 1818 346 1856">Signature</td> <td data-bbox="346 1818 1123 1960"> <div data-bbox="359 1818 694 1892">  </div> <div data-bbox="359 1892 694 1960"> <p>Tim Magnus</p> </div> </td> <td data-bbox="821 1792 1157 1937"> <div data-bbox="845 1792 1133 1892">  </div> <div data-bbox="821 1881 1157 1937"> <p><b>ROBERT BERRY</b> Global Head of Commercial Support</p> </div> </td> </tr> <tr> <td colspan="4" data-bbox="346 1960 1123 2002">This form must be signed by a person with an interest in the charge.</td> </tr> </table>		Signature	<div data-bbox="359 1818 694 1892">  </div> <div data-bbox="359 1892 694 1960"> <p>Tim Magnus</p> </div>	<div data-bbox="845 1792 1133 1892">  </div> <div data-bbox="821 1881 1157 1937"> <p><b>ROBERT BERRY</b> Global Head of Commercial Support</p> </div>	This form must be signed by a person with an interest in the charge.			
Signature	<div data-bbox="359 1818 694 1892">  </div> <div data-bbox="359 1892 694 1960"> <p>Tim Magnus</p> </div>	<div data-bbox="845 1792 1133 1892">  </div> <div data-bbox="821 1881 1157 1937"> <p><b>ROBERT BERRY</b> Global Head of Commercial Support</p> </div>								
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  
Bradley Harris

Company name  
ABN AMRO

Address  
5 Aldermanbury Square

Post town  
London

County/Region

Postcode  
E C 2 V 7 H R

Country  
England

DX

Telephone  
02031929064



### 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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5462867

Charge code: 0546 2867 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2019 and created by CITADEL SECURITIES (EUROPE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th May 2019.

Given at Companies House, Cardiff on 15th May 2019



**Companies House**



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

Certified to be a true copy of the original  
seen by me

Bm 8 MAY 2019

BRADLEY HARRIS, SOLICITOR, ABN AMRO BANK N.V.

#### PRIVATE INSTRUMENT OF PLEDGE OF CREDIT RIGHTS

The present Private Instrument of Pledge of Credit Rights (this "Agreement") is entered into on April 16, 2019, by and between:

- (i) **ABN AMRO Clearing Bank N.V.**, a company incorporated under the laws of the Netherlands, whose registered office is at Gustav Mahlerlaan 10 1082 PP Amsterdam, registered with the Chamber of Commerce (Amsterdam) under number 33170459, ("**AACB**" or "**Pledgee**"); and
- (ii) **Citadel Securities (Europe) Limited**, a company incorporated under the laws of England and Wales with its registered office at 120 London Wall, London EC2Y 5ET, United Kingdom and company number 5462867, ("**Client of AACB**" or "**Pledgor**" and, together with AACB, the "**Parties**" and each a "**Party**").

#### WHEREAS:

- (i) on July 27, 2016, AACB and Client of AACB entered into a Master Clearing Agreement including the schedules and annexes to the Master Clearing Agreement, which form an integral part thereof ("**Clearing Agreement**"), as amended from time to time, under which AACB agreed to provide certain services, including, but not limited to, a credit facility agreement, loans and margin deposits ("**Services**"), in order to make it possible for Client of AACB to - amongst other things - execute transactions on B3 S.A. - Brasil, Bolsa, Balcão;
- (ii) AACB holds an omnibus account which was created pursuant to Brazilian Monetary Council Resolution No. 4373 of September 29, 2014 ("**Resolution 4373/14**") with Banco B3 S.A. (former BANCO BM&FBOVESPA DE SERVIÇOS DE LIQUIDAÇÃO E CUSTÓDIA S.A.) a financial institution organized in accordance with the laws of the Federative Republic of Brazil and duly licensed by the Brazilian Central Bank, with its principal place of business in Brazil, in the City and State of São Paulo, at Rua Líbero Badaró, 471, 4th floor, enrolled with the Brazilian Corporate Taxpayers' Registry ("**CNPJ**") under No. 00.997.185/0001-50 (the "**Representative**") in accordance with the "Custodial Services Agreement" entered into by and between AACB and the Representative on May 29, 2017 with its brief description attached hereto as Schedule A;



- (iii) the omnibus account held by AACB is registered with the Brazilian Securities and Exchange Commission ("CVM") under No. 1701097800001 (the "Omnibus Account"), and Client of AACB is a passenger of said Omnibus Account and is registered with the CNPJ under No. 33.065.610/0001-22 and is also registered with CVM under No. 22764.257800.364444.1-9 (the "Account 4373");
- (iv) for the purposes of article 2, I of Annex I of Resolution 4373/14, the Representative is the representative of AACB, and of Client of AACB, pursuant to the "**Non-Resident Investor Representative Agreement**" entered into by and between AACB and the Representative on May 29, 2017, with its brief description attached hereto as **Schedule B**;
- (v) as security for any and all payment obligations or liabilities of Client of AACB towards AACB for the Services, Client of AACB agrees to create a first priority pledge in favor of AACB over all assets subject or not to a central securities deposit (as well as all credit rights, title and interest derived from all such assets, whether subject to central securities deposit or not) now or hereafter existing that belong to the Client of AACB in and to Account 4373; and
- (vi) AACB agrees to receive the pledge described in paragraph (v) above as security for any and all payment obligations or liabilities of Client of AACB towards AACB in respect of the Services.

**NOW THEREFORE**, the Parties have agreed to enter into this Agreement, which shall be governed by the following clauses and conditions.

#### **SECTION 1 - PURPOSE OF THE AGREEMENT**

- 1.1 In order to secure any payment obligations or liabilities of Client of AACB towards AACB in respect of the Services, howsoever arising, present or future, actual or contingent, which, for the purposes of Article 1,424 of the Brazilian Civil Code, are described in **Schedule C** hereto (the "**Guaranteed Obligations**"), Client of AACB hereby pledges to AACB, pursuant to the provisions of Articles 1,431 et seq. of the Brazilian Civil Code, (i) any assets, not subject to a central securities deposit, acquired or to be acquired, during the term of this Agreement, by Client of AACB on the financial and capital markets in Brazil and kept on Account 4373, pursuant to Resolution 4373/14 ("**Assets**"); as well as (ii) all credit rights, title and interest in and to Account 4373, derived from assets, whether

subject to central securities deposit or not, acquired or to be acquired by Client of AACB on the financial and capital markets in Brazil ("**Credit Rights**"), as security for proper and timely payment and performance of the Guaranteed Obligations.

- 1.2 In order to secure the Guaranteed Obligations, Client of AACB hereby pledges to AACB, pursuant to the provisions of Articles 1,431 et seq. of the Brazilian Civil Code, any assets, subject to a central securities deposit, acquired or to be acquired, during the term of this Agreement, by Client of AACB on the financial and capital markets in Brazil and kept on Account 4373, pursuant to Resolution 4373/14 ("**Security Assets**" and jointly with Assets and Credit Rights, the "**Pledged Property**"), as security for proper and timely payment and performance of the Guaranteed Obligations.
- 1.3 The Guaranteed Obligations include all principal, ancillary, current and future payment obligations in respect of the Services, assumed or that may be assumed by Client of AACB.
- 1.4 It is hereby expressly agreed that, after the execution of this Agreement, any new Pledged Property purchased or acquired by Client of AACB through Account 4373 shall automatically be bound by the lien created hereunder regardless of any written instrument executed by the Parties. Notwithstanding and at the request of AACB, Client of AACB agrees to, from time to time, enter into an amendment to this Agreement for purposes of listing all Pledged Property purchased or acquired by Client of AACB through Account 4373 at such given time.

## **SECTION 2 - REPRESENTATIONS AND WARRANTIES**

- 2.1 AACB represents and warrants on the date of this Agreement that:
  - (a) it has full power, authorization and capacity to enter into this Agreement, to fulfill its contractual obligations and to execute the pledge of the Pledged Property, as described in this Agreement;
  - (b) it has adopted all necessary actions to authorize the execution and fulfillment of this Agreement;
  - (c) subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and, as to enforceability, subject to equitable



principles of general application, the obligations expressed to be assumed by AACB in this Agreement are legal, valid, binding and enforceable obligations; and

- (d) neither the execution of this Agreement nor the consummation of the terms agreed herein violate:
  - (i) any provision of the constitutional documents of AACB; and/or
  - (ii) any laws, regulations or decisions of any governmental authority applicable to AACB; and/or
  - (iii) any agreements, contracts, instruments, arrangements or commitments to which AACB is bound.

2.2 Client of AACB represents and warrants on the date of this Agreement that:

- (a) it has full power, authorization and capacity to enter into this Agreement, to fulfill its contractual obligations and to execute the pledge of the Pledged Property, as described in this Agreement;
- (b) it has adopted all necessary actions to authorize the execution and fulfillment of this Agreement;
- (c) it is the lawful holder and owner of the Pledged Property, which are free and clear of any liens, charges or encumbrances whatsoever, except for the pledge resulting from this Agreement and any other pledge or security interest (howsoever described) created pursuant to any other agreement in favour of AACB (together, the "Permitted Encumbrances");
- (d) subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and, as to enforceability, subject to equitable principles of general application, the obligations expressed to be assumed by Client of AACB in this Agreement are legal, valid, binding and enforceable obligations; and
- (e) neither the execution of this Agreement nor the consummation of the terms agreed herein violate:





- (i) any provision of the constitutional documents of Client of AACB; and/or
- (ii) any laws, regulations or orders of any governmental authority applicable to Client of AACB; and/or
- (iii) any agreements, contracts, instruments, arrangements or commitments to which Client of AACB is bound.

### **SECTION 3 - COVENANTS BY CLIENT OF AACB**

3.1 Client of AACB hereby agrees that:

- (a) it shall not dispose of, transfer or sell any of the Pledged Property other than in accordance with this Pledge Agreement/
- (b) *It shall not assign, rent or create any type of lien on any of the Pledged Property (other than a Permitted Encumbrance);*
- (c) it may not assign to third parties any rights and obligations ensuing from the Pledged Property;
- (d) it may not transfer the Pledged Property to another custodian or representative until the release of the security interest created by this Agreement;
- (e) the Pledged Property required by AACB to secure the Guaranteed Obligations is pledged only in favor of AACB and not to anyone else, committing therefore not to create liens over Pledged Property located in Brazil in favor of third parties; and
- (f) it will, upon the request of AACB, timely comply with any amendments to this Agreement as per Section 1.4 above.

### **SECTION 4 – COVENANTS BY AACB**

4.1 AACB hereby undertakes that it shall, at its own cost and expense, register this Agreement and any amendment hereto with the entity responsible for the registry/deposit of the applicable securities/financial assets.



## SECTION 5 - DEFAULT AND FORECLOSURE PROCEEDINGS

- 5.1 Upon the occurrence of an Event (as defined in the Clearing Agreement) which is continuing and in respect of which notice has been given to Client of AACB under clause 13.2 of the Clearing Agreement, AACB may foreclose the Pledged Property in accordance with applicable law and regulations and the terms of this Agreement. In any such event, AACB may sell the Pledged Property in accordance with applicable law and regulations and the terms of this Agreement irrespective of carrying out any auction or other judicial or extrajudicial procedure, as per Article 1,433, Item III of the Brazilian Civil Code (*amicable sale*) to the extent necessary to satisfy the Guaranteed Obligations of Client of AACB. Any such sale, foreclosure or realisation (i) shall be on a recognized securities exchange at then market value, considering the circumstances at such time; (ii) AACB shall maintain written records with respect to such sales or other disposals of Pledged Property which it will provide to Client of AACB on request; and (iii) AACB will act in good faith.
- 5.2 To exercise its rights set out in Section 5.1 above, AACB shall use the power of attorney in the form set out in Schedule D to this Agreement, Irrevocably granted by Client of AACB ("**Power of Attorney**"). The Power of Attorney shall remain valid and enforceable until the earlier of either (i) all of the Guaranteed Obligations are fully discharged and satisfied in accordance with the Clearing Agreement or Section 5.3 of this Agreement, or (ii) until this Agreement is terminated in accordance with Section 6 of this Agreement.
- 5.3 In the event that AACB exercises its right of foreclosure pursuant to this Agreement, such foreclosure shall discharge in full the obligations of Client of AACB. Any amounts received by AACB pursuant to such foreclosure shall be applied in the payment of the Guaranteed Obligations and for the avoidance of doubt:
- (a) to the extent that the proceeds of the foreclosure are less than the amount of the Guaranteed Obligations (such shortfall amount being the "**Foreclosure Shortfall Amount**"), AACB shall immediately give written notice of such Foreclosure Shortfall Amount to Client of AACB and, within 3 (three) business days after the date on which such written notice is given, Client of AACB shall transfer the Foreclosure Shortfall Amount to AACB; and
  - (b) to the extent that the proceeds of the foreclosure are greater than the amount of the Guaranteed Obligations (such excess amount being the "**Foreclosure Excess**")

SA  
[Signature]



**Amount"),** AACB shall immediately give written notice of such Foreclosure Excess Amount to Client of AACB and, within 2 (two) business days after the date on which such written notice is given, return such Foreclosure Excess Amount to Client of AACB.

- 5.4 Client of AACB hereby provides AACB with the Power of Attorney which shall be duly signed by its legal representatives, which Power of Attorney shall be notarized and apostilled.

#### **SECTION 6 - RELEASE**

- 6.1 AACB hereby grants its consent to Client of AACB to sell the Pledged Property, total or partially, in the course of its ordinary trading activities ("**Sale**"). On the date of completion of a Sale (the "**Date of Release**"), the security interest over the Pledged Property or the portion of the Pledged Property object of the respective Sale shall be automatically released (and any and all lien(s) over the Pledged Property or such portion of the Pledged Property under this Agreement shall be fully and automatically discharged without the need for a written confirmation from AACB) for the purposes of allowing Client of AACB to freely transfer the title over the Pledged Property or such portion of the Pledged Property in the market to satisfy its obligations under any Sale. For the avoidance of doubt and notwithstanding any release of the security over the Pledged Property or portion of the Pledged Property involved in the Sale, this Agreement shall continue to be in full force and effect over the remaining Pledged Property, Credit Rights ensuing from the Sale, as well as any other Credit Rights arising out of the 4373 Account.
- 6.2 This Agreement may be terminated (and any and all liens over the Pledged Property under this Agreement shall be fully discharged and released by AACB) upon the first date on which any of the following events occurs:
- (a) the sale or disposal of all of the Pledged Property by AACB occurs; or
  - (b) the obligations of Client of AACB to AACB in respect of the Guaranteed Obligations are fully satisfied and discharged.

#### **SECTION 7 - MISCELLANEOUS**

- 7.1 Each of the Parties shall be liable for its own expenses incurred by it in the preparation and execution of this Agreement and AACB shall be liable for any and all expenses



incurred with respect to the registration of this Agreement in Brazil. The Parties also agree that due to the registration of this document in the applicable registry the information in this Agreement will be made public.

- 7.2 The provisions of this Agreement are severable. Except if specifically stated to the contrary herein, if any section or provision hereof shall be held invalid or unenforceable in whole or in part by a governmental authority with jurisdiction over the Parties, or be deemed unlawful because of a statutory change, then such invalidity or non-enforceability shall affect only such section or provision, or part thereof, and shall not in any manner affect any other clause or provision in this Agreement. Moreover, to the extent that a clause or provision is held invalid or unenforceable as provided in the preceding sentence, the Parties shall use their reasonable efforts, acting in good faith, to agree to a legally enforceable alternative method to arrive at a result that would have been reached but for the determination or finding of such illegality or unenforceability of such section or provision.
- 7.3 This Agreement shall be irrevocably and irreversibly signed and binding on the Parties, their heirs and successors in any way. Any Party hereof is expressly prohibited to transfer to third parties any of its obligations set forth herein, except upon the prior written consent of the other Party.
- 7.4 Each and every addendum or amendment to the terms and provisions hereof shall only be valid if in writing and signed by an authorized signatory of each of the Parties.
- 7.5 Rights, relieves, powers and prerogatives set forth herein are cumulative and do not exclude any other rights, relieves, powers or prerogatives established by applicable laws and regulations.
- 7.6 Notices:
- (a) Any notice or other communication to be given under this Agreement shall be:
- (i) in the English language and in writing;
- (ii) sent by mail, delivered by hand or courier, sent by electronic mail or by other electronic means; and

SA  
2/1



- (iii) be sent to the party to whom it is to be given at the address or number set out in Section 7.7 (c) below or, where relevant, to a previously notified email address.
- (b) Any notice or other communication shall be deemed to be effective:
  - (i) if delivered in person or by courier, at the time when it is delivered; or
  - (ii) if sent by electronic means, at the time when the electronic mail is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by confirmation generated by the sender's electronic mail system, as the case may be); or
  - (iii) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), at the time when that mail is delivered or its delivery is attempted,

except that any notice or communication which is received, or delivery of which is attempted, after close of business on the date of receipt or attempted delivery or on a day which is not a day on which commercial banks are open for business in the place where that notice or other communication is to be given shall be treated as given at the opening of business on the next following day which is such a day.

- (c) All notices and communications to be given or made by a party pursuant to this Agreement shall be sent or delivered as follows:

- (i) If to AACB:

Address: Gustav Mahlerlaan 10  
1082 PP Amsterdam  
The Netherlands

Telephone: +31 (0)20 343 5087

Marked for attention of: Mr. G. Korsmit

With a copy to:

Address: Rua Leopoldo Couto de Magalhães Jr., 700, 4th Floor

São Paulo / SP – Brazil  
Telephone: +55 (11) 3073-7400  
E-mail: [clearingops@br.abnamroclearing.com](mailto:clearingops@br.abnamroclearing.com)  
Marked to the attention of: Mrs. Adriana Lima

(ii) If to Client of AACB:

Address: 120 London Wall, London EC2Y 5ET  
United Kingdom  
Marked for attention of: Legal and Compliance

With a mandatory copy of any notices or communications pursuant to Sections 5, 6, 7.4 and 7.9 of this Agreement to:

Attention: Legal Department  
Telephone No.: (+1) 312-395-2100  
E-Mail: [CitadelAgreementNotice@citadel.com](mailto:CitadelAgreementNotice@citadel.com)

- 7.7 For the purposes of this Agreement and article 9 of Decree-Law 4.657 enacted in September 4<sup>th</sup>, 1942, the Parties agree that the obligations are created in Brazil.
- 7.8 This Agreement is governed by the laws of the Federative Republic of Brazil.
- 7.9 The Parties elect the courts in the City of São Paulo, State of São Paulo, with the exclusion of all others however privileged they may be, to settle any matters arising out of this Agreement.

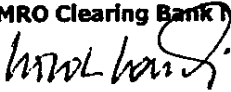
*(REST OF PAGE INTENTIONALLY LEFT BLANK)*

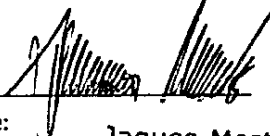


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in 3 (three) counterparts, each of the same content and for one sole purpose and effect.


São Paulo, April 26 2019.

**ABN AMRO Clearing Bank N.V.**

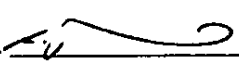
1.   
Name: Nicolau Nardi  
Title: ATTORNEY-IN-FACT

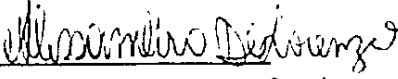
2.   
Name: Jaques Mester  
Title: Attorney-in-fact

**Citadel Securities (Europe) Limited**

1.   
Name:  
Title:

**Witnesses**

1.   
Name: Notary Public, London, England  
I.D.: (Emma Noon)

2.   
Name: Alessandra Di Lorenzo Gonzalez  
I.D.: RG: 53.798.034-9  
CPF: 472.262.988-99



**SCHEDULE A TO THE PRIVATE INSTRUMENT OF PLEDGE OF CREDIT RIGHTS**

**CUSTODIAL SERVICES AGREEMENT**

The Custodial Services Agreement entered by and between AACB and the Representative governs the rendering of the following services by the Representative to AACB: custody, settlement and registration of securities. The services rendered are pursuant to, and for compliance with CMN Resolution 4,373/14 and other applicable rules. The Representative also provides related accessory services such as registering related settlement accounts and custody accounts for each of the passengers.





**SCHEDULE B TO THE PRIVATE INSTRUMENT OF PLEDGE OF CREDIT RIGHTS**

**THE NON-RESIDENT INVESTOR REPRESENTATIVE AGREEMENT**

The Nonresident Investor Representation Agreement entered by and between AACB and the Representative appoints the Representative to establish and maintain an Omnibus Account to hold in custody all propriety comprehended by AACB's portfolio and its clients' portfolio in Brazil. AACB has entered and may hereafter enter into arrangements with investors not resident in Brazil which are customers of AACB. These customers will also use AACB's Omnibus Account to deposit its assets.



## **SCHEDULE C TO THE PRIVATE INSTRUMENT OF PLEDGE OF CREDIT RIGHTS**

### **DESCRIPTION OF THE GUARANTEED OBLIGATIONS**

The due performance and compliance of any payment obligations or liabilities of Client of AACB towards AACB in respect of the Services, howsoever arising, whether present or future, under the Clearing Agreement.

#### **I – Master Clearing Agreement:**

- (a) total amount of the Guaranteed Obligations: The maximum amount owed by the Client of AACB to AACB under the Clearing Agreement as agreed from time to time is: U\$ 30.000.000,00 (thirty million U.S. Dollars);
- (b) term for the payment: the Clearing Agreement has been entered into for an indefinite period of time, during that period the Client of AACB may receive amounts under the Clearing Agreement at any time for a period of time agreed between the Parties according to the conditions of the Clearing Agreement;
- (c) interest rate: interest will be charged in accordance with the Fee Schedule of the Clearing Agreement. AACB may change the interest rate by giving the Client of AACB one (1) month prior written notice; and
- (d) pledged assets: the Pledged Property.



## SCHEDULE D TO THE PRIVATE INSTRUMENT OF PLEDGE OF CREDIT RIGHTS


### POWER OF ATTORNEY

Citadel Securities (Europe) Limited, herein represented by its undersigned legal representative ("Client of AACB"), hereby appoints and constitutes as its attorney-in-fact, **ABN AMRO Clearing Bank N.V.**, a company incorporated under the laws of the Netherlands, whose registered office is Gustav Mahlerlaan 10, 1082 PP Amsterdam ("AACB"), with special powers to represent Client of AACB in accordance with the terms set forth in Section 5 of the Private Instrument of Pledge of Credit Rights, entered into by and between Client of AACB, AACB and Citadel Securities (Europe) Limited, on or about this date ("Agreement"), upon the occurrence of an Event (as defined in the Agreement) which is continuing and in respect of which notice has been given to Client of AACB under clause 13.2 of the Clearing Agreement (as defined in the Agreement), to dispose of, collect, receive, seize, take, transfer and/or foreclose, in whole or in part, Pledged Property (as defined in the Agreement), being allowed to forthwith move, sell or assign or otherwise dispose of and deliver the Pledged Property to whomever it may elect, as well as carry out foreign exchange contracts, amicable sale thereof and, to this end, sign any public or private instrument and give release, regardless of any prior or subsequent notice to Client of AACB, in each case in accordance with the terms of the Agreement and applicable law and regulations.

The attorney-in-fact now appointed may also delegate the powers hereunder to whomever it deems suitable, provided that it reserves the same powers for itself and retains responsibility and liability for all acts and omissions of such delegatee, and do everything else as may be necessary for performance of this power of attorney. This power of attorney shall be automatically terminated upon the full discharge and satisfaction of the Guaranteed Obligations (as defined in the Agreement) in accordance with the Clearing Agreement and/or the termination of the Agreement in accordance with Section 6 of the Agreement.

São Paulo, April 26 2019.

**Citadel Securities (Europe) Limited**

1. 

Name:

Title:

