



Registration of a Charge

Company name: **BARCLAYS CAPITAL SECURITIES LIMITED**

Company number: **01929333**



X8Y53NLF

Received for Electronic Filing: **05/02/2020**

Details of Charge

Date of creation: **30/01/2020**

Charge code: **0192 9333 0030**

Persons entitled: **BNP PARIBAS SECURITIES SERVICES (AND ITS SUCCESSORS IN TITLE, PERMITTED ASSIGNS AND PERMITTED TRANSFEREES)**

Brief description:

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

LINKLATERS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1929333

Charge code: 0192 9333 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th January 2020 and created by BARCLAYS CAPITAL SECURITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th February 2020 .

Given at Companies House, Cardiff on 6th February 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Certified that, save for material redacted pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Linklaters LLP

Dated 3 February 2020

(1) BNP PARIBAS SECURITIES SERVICES

and

(2) BARCLAYS CAPITAL SECURITIES LIMITED

AMENDED AND RESTATED DEED OF CHARGE

30 JAN 2020

THIS AMENDED AND RESTATED DEED OF CHARGE ("Deed") is made on day of 2019

BETWEEN:

- (1) **BNP PARIBAS SECURITIES SERVICES**, a Société en commandite par actions incorporated under the laws of France ("**BNPPSS**"); and operating through its registered Hong Kong branch at 21/F PCCW Tower, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong and
- (2) **BARCLAYS CAPITAL SECURITIES LIMITED**, whose registered office is at One Churchill Place, London E14 5HP, United Kingdom ("**Customer**")

each a "**Party**", together the, "**Parties**".

WHEREAS:

- (1) The Customer, the Broker and BNPPSS have entered into the Clearing Agreement.
- (2) The Customer and BNPPSS have entered into the Custody Agreement.
- (3) As security for the due and proper performance of the discharge of Customer Obligations, the Customer had previously entered into a Deed of Charge dated 19 October 2015 to grant certain security interests in favour of BNPPSS (the "**2015 Deed**").
- (4) The Parties have agreed to amend and restate the terms of the 2015 Deed to reflect certain agreed amendments in the Clearing Agreement and Custody Agreement. All terms of the 2015 Deed shall remain in full force and effect, as so amended and restated by this Deed.

1 Interpretation

- 1.1 In this Deed, including its recitals and schedules (as amended, modified, supplemented, replaced or otherwise altered from time to time, the "**Deed**"), unless the context otherwise requires the following words shall have the meanings set out below:

" Balance "	shall have the meaning given to it in the Clearing Agreement;
" Broker "	Barclays Capital Asia Limited, a company incorporated in Hong Kong whose registered

	office is 41/F Cheung Kong Center, 2 Queen's Road Central, Central, Hong Kong;
"Business Day"	means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Hong Kong;
"Cash Account"	means any "Cash Account" established pursuant to the Custody Agreement;
"CCASS"	means the Central Clearing and Settlement System of Hong Kong;
"CCASS Rules"	means the General Rules of CCASS;
"Clearing Agreement"	means the Agreement for Provision of Clearing Services entered into by BNPPSS, the Broker and the Customer on or around 19 October 2015 (as amended, modified, supplemented, replaced or otherwise altered from time to time);
"Clearing Transaction"	shall have the meaning given to it in the Clearing Agreement;
"Custody Agreement"	means the Agreement for Provision of Custody Services entered into by BNPPSS and the Customer on or around 19 October 2015 (as amended, modified, supplemented, replaced or otherwise altered from time to time);
"Customer Account"	means a Cash Account or Securities Account, as the case may be, that is not a Customer Client Account;
"Customer Client Account"	means a Cash Account or a Securities Account held by BNPPSS in the name of the Customer but for the account of one or more of Customer's clients;
"Customer Obligations"	means all financial obligations and liabilities owing to BNPPSS by the Customer (including (by way of illustration) but not limited to the payment by the Customer of such Margin Collateral as is required pursuant to the Clearing Agreement) from time to time under the Custody Agreement and the Clearing Agreement;
"Customer Secured Assets"	means the Customer Account Secured Assets and all Related Rights;
"Customer Account"	means all present and future rights, title and interests of any kind (whether personal or

"Secured Assets"	proprietary) which the Customer has or obtains in the securities, cash or other property standing to the credit of the Customer Accounts set out in Schedule 2 (but excluding (A) any Customer Client Account, (B) any Securities in any Securities Account which are not cleared by BNPPSS under the Clearing Agreement);
"Default"	means (unless such payment has been disputed by the Broker or the Customer) a failure by the Customer to fulfil any material Customer Obligation within 30 Business Days of receiving a Default Notice and BNPPSS provides no less than 5 Business days' written notice to the Customer and Broker indicating its intention to terminate the Clearing Agreement and/or Custody Agreement. For the purposes of this definition, a material Customer Obligation shall be deemed to be any Customer Obligation, excluding the payment of any Fee (as defined separately in each of the Clearing Agreement and the Custody Agreement) payable under the Clearing Agreement or Custody Agreement respectively and including, but not limited to, any failure by the Customer to pay any Margin Collateral (as defined under the Clearing Agreement) as is required by BNPPSS from time to time pursuant to the Clearing Agreement;
"Default Notice"	means a written notice sent by BNPPSS to the Customer notifying that the Customer has failed to pay or perform any Customer Obligation when due and requiring the Customer to remedy its breach or failure;
"HKMA"	means the Hong Kong Monetary Authority;
"Receiver"	shall have the meaning given to it in clause 2.7;
"Related Rights"	means, in relation to Customer Account Secured Assets: <ul style="list-style-type: none"> (a) the proceeds of sale of any part of any Customer Account Secured Assets (unless withdrawn from the Cash Account); (b) all rights under any licence, agreement for sale or agreement for lease in respect of any Customer Account Secured Assets; (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of any Customer Account Secured Assets; and (d) any monies and proceeds paid or payable in respect of any Customer Account Secured Assets (unless withdrawn from the Cash Account);

"Regulatory Authority"	means the HKMA and the SFC or any governmental, regulatory, supervisory or tax body or stock exchange with jurisdiction over the person concerned;
"Relevant Law"	as the context may require is a reference to the laws, rules, regulations, codes, guidance notes, policy issued by any Regulatory Authority, whether having the force of law or otherwise, applicable in Hong Kong, including CCASS Rules;
"Securities Account"	means a "Securities Account" established pursuant to the Custody Agreement;
"Security Interest"	means any mortgage, charge, pledge, lien, assignment by way of security, trust, proprietary interest, contractual arrangement which has the same commercial effect as the creation of security, right of set-off or other security interest of any kind; and
"SFC"	means the Securities and Futures Commission of Hong Kong.

1.2 In this Deed unless the context requires otherwise:

- 1.2.1 the contents and clause and schedule headings are inserted for convenience only and do not affect its interpretation;
- 1.2.2 a reference to a clause, sub-clause, recital or schedule is a reference to a clause, sub-clause or recital of, or schedule to, this Deed unless stated otherwise within such reference;
- 1.2.3 in the event of any inconsistency between the provisions of a schedule and the remainder of this Deed the latter shall prevail;
- 1.2.4 a reference to this Deed or another instrument includes any variation or replacement of either of them;
- 1.2.5 a reference to a statute or statutory provision includes a reference:
 - (i) to that statute or provision as from time to time consolidated, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute or statutory provision which it re-enacts (with or without modification);

and

(iii) to any subordinate legislation made under it;

- 1.2.6 words in the singular include the plural and vice versa;
- 1.2.7 a reference to a person includes a reference to a firm, a body corporate, an unincorporated association or authority;
- 1.2.8 if a period of time is specified and dates from a given day or the date of an act or event, it is to be calculated exclusive of that day. Where no specific period of time is designated for the carrying out of an obligation by a Party within this Deed then that Party shall endeavour to fulfil such obligation within a reasonable period of time;
- 1.2.9 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.2.10 reference to any Hong Kong legal term for any action, remedy, methods or judicial proceedings, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the Hong Kong legal term;
- 1.2.11 a reference to writing includes faxes and any other method of reproducing words in a legible and non-transitory form but does not include e-mail.

2 Security Interest

- 2.1 As continuing security for the proper payment or discharge of the Customer Obligations, the Customer hereby grants a security interest in the form of a charge to BNPPSS over all rights the Customer has or may have now or in the future in respect of the Customer Secured Assets.
- 2.2 Subject to the Relevant Law, upon termination of the Clearing Agreement and the full discharge of the Customer Obligations, BNPPSS shall, at the request of the Customer, take whatever action that is necessary to release the Customer Secured Assets.
- 2.3 To secure repayment of the Customer Obligations (whether actual or contingent), BNPPSS shall, in addition to any other rights to which BNPPSS may be entitled under this Deed, the Custody Agreement and the Clearing Agreement, have a right to withhold redelivery to, or to the order of, the Customer, respectively, the Customer

Secured Assets, including without limitation a continuing lien and general right of retention in respect of the Customer Secured Assets.

- 2.4 Without limiting the foregoing Security Interests, where BNPPSS incurs obligations in respect of particular securities which have been purchased in respect of a particular Clearing Transaction or particular Clearing Transactions contemplated herein, BNPPSS shall (subject to the terms of the No Lien Letter as defined in the Custody Agreement) have a specific lien over those particular securities until discharge of those obligations.
- 2.5 The Customer shall not create or permit to exist any Security Interest over, or in relation to, any Customer Secured Assets, other than the Security Interest created under this Deed.
- 2.6 Subject to clause 2.5, until a Default has occurred the Customer shall have the right to freely use the Customer Secured Assets in the ordinary course of business.
- 2.7 At any time, subject to clause 2.20 after a Default occurs and after the effective designation of a Termination Date under the Clearing Agreement, in respect of which BNPPSS is the Terminating Party (as defined in the Clearing Agreement) and a Balance that is payable by the Customer to BNPPSS has been determined in respect of such Termination Date, BNPPSS may, without demand, legal process, prior authorisation from any court or any other action with respect to the Customer, enforce the Security Interest created by this Deed (the "Enforcement") by:
- (i) first, applying any cash (in any currency) forming part of the Customer Secured Assets, in or towards payment or discharge of any Customer Obligations which are outstanding after set-off and close-out netting under the Clearing Agreement have been applied and which have not been paid in full to BNPPSS; and
 - (ii) thereafter:
 - (A) appointing a receiver (a "**Receiver**") over the Customer Secured Assets (and may from time to time fix his remuneration (which shall be of such reasonable amount as may be agreed from time to time between BNPPSS and such Receiver));
 - (B) going into possession of, receiving the benefit of or selling the Customer Secured Assets, exercising a right of set-off or in any other way it may decide; and/or
 - (C) taking any other action it may reasonably decide in any jurisdiction other than Hong Kong.

- 2.8 At any time on or after Enforcement, BNPPSS and any Receiver will have the right to exercise the powers set out in Schedule 1 in relation to the Customer Secured Assets. The rights of BNPPSS and any Receiver under this clause 2 shall be without prejudice to any rights or remedies available to BNPPSS and any Receiver under any Relevant Law.
- 2.9 A Receiver may only be appointed in writing. BNPPSS may remove or replace any Receiver with prior written notice to the Customer (to the extent that BNPPSS is reasonably able to provide such prior notice) as soon as reasonably practicable. A Receiver so appointed shall be the agent of the Customer, and the Customer shall be solely responsible for his remuneration.
- 2.10 The Customer shall, at its own expense, promptly do all such acts and execute all such documents as BNPPSS may reasonably require (and in such form as BNPPSS may reasonably require in favour of BNPPSS or its nominee(s)) for:
- 2.10.1 creating, perfecting (including, subject to clause 2.6, by control) or protecting any Security Interest created or intended to be created in respect of the Customer Secured Assets, by or pursuant to this Deed or the priority of any Security Interest created or intended to be created in respect of the Customer Secured Assets, by or pursuant to this Deed;
- 2.10.2 at any time on or after Enforcement, facilitating the realisation of the Customer Secured Assets;
- and this includes, without limitation:
- (a) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance in respect of any Customer Secured Assets, whether to BNPPSS or its nominee (in such form reasonably satisfactory to BNPPSS); or
- (b) the giving of any notice, order or direction and the making of any filing or registration.
- 2.11 None of BNPPSS or a Receiver or any of their directors, employees or agents will be liable or responsible to the Customer for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Customer Secured Assets, except to the extent caused by its own negligence, wilful default or fraud.
- 2.12 The Security Interest created by this Deed in respect of the Customer Secured Assets will continue until all Customer Obligations have been unconditionally and irrevocably paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part and notwithstanding any other provisions of the Custody

Agreement and the Clearing Agreement. If any payment by the Customer or any release given by BNPPSS (whether in respect of the Customer Obligations, any security for them or otherwise, as applicable) is avoided or reduced as a result of insolvency or any similar event:

2.12.1 the liability of the Customer, as applicable, under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and

2.12.2 BNPPSS shall be entitled to recover the value or amount of that security or payment from the Customer, as applicable as if the payment, release, avoidance or reduction had not occurred.

2.13 At any time on or after Enforcement following a Default, BNPPSS may (without prejudice to any other right or remedy available to it pursuant to the Custody Agreement, the Clearing Agreement or otherwise) take such action in relation to any Clearing Transaction as BNPPSS may, in its discretion, consider necessary, desirable or expedient to comply with or perform, cancel or satisfy any such Clearing Transaction or to protect the position of BNPPSS.

2.14 Upon Enforcement following a Default, the Customer, by way of security, hereby irrevocably appoints BNPPSS to be its attorney and in its name and on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, mortgages and things as may be, or as BNPPSS may reasonably consider to be, requisite to discharge obligations imposed on the Customer under this Deed or for enabling BNPPSS to exercise any right, power or discretion under or pursuant to this Deed (including without limitation its power of sale or other disposal or conversion) or for carrying into effect any sale or other disposal or conversion made under any such power, or for exercising any right, power or discretion under or pursuant to this Deed from time to time attaching to any part of the Customer Secured Assets. The Customer hereby undertakes to ratify and confirm all things done and documents executed by BNPPSS in the exercise or purported exercise of the power of attorney conferred by this clause 2.14.

2.15 If required under relevant law applicable to the Customer, the Customer shall deliver or procure to be delivered to the registrar of companies established in the jurisdiction within which the Customer is incorporated ("**Customer Jurisdiction**") (and subject to the laws of the Customer Jurisdiction concerning the registration of charges) this Deed and the prescribed particulars thereof as soon as reasonably practicable and in any event within the time period for the registration of charges required under the laws of the Customer Jurisdiction and the Customer shall, promptly on the issue thereof, deliver or procure to be delivered to BNPPSS the certificate of registration issued by the registrar of companies pursuant to such delivery.

- 2.16 The Customer covenants with BNPPSS, promptly on demand, to pay all reasonable costs and expenses incurred by BNPPSS or by any Receiver appointed under this Deed in the exercise or purported exercise of any powers, rights or remedies conferred by this Deed upon Enforcement or which BNPPSS or such Receiver shall reasonably incur on or after Enforcement in or about the preservation or attempted preservation of this Security Interest or the preservation, recovery or realisation or attempted preservation, recovery or realisation of all or any part of the Customer Secured Assets.
- 2.17 None of the provisions contained in this Deed shall prejudice or adversely affect any general or special lien (including any right of sale) or right to set-off to which BNPPSS is or may by Relevant Law or otherwise be entitled to with respect to the Customer Secured Assets.
- 2.18 The rights and powers of BNPPSS under this Deed are cumulative and not exclusive of any right or power provided under law.
- 2.19 BNPPSS agrees that it will at all times act reasonably and in good faith in exercising or purporting to exercise any power, discretion or authority under this Deed.
- 2.20 In the event that BNPPSS exercises any right under this Deed, including but not limited to a right of sale of the Customer Secured Assets, it shall do so in accordance with Relevant Law and only after set-off and close-out netting under the Clearing Agreement have been applied, and BNPPSS must only sell such part of the Customer Secured Assets at the current market value of which is necessary to discharge an amount (the "**Sale Amount**") equal to the Customer Obligations still outstanding after the application of the set-off and close-out netting under the Clearing Agreement. BNPPSS shall endeavour to give notice of such sale to the Customer, where possible, prior to such sale or if prior notice is not possible, as soon as reasonably practicable thereafter. If the amount received by BNPPSS from the sale of any relevant Customer Secured Assets exceeds the Sale Amount, such excess shall be paid to the Customer.
- 2.21 BNPPSS, but not the Customer, may assign or transfer all or any of the rights, interests or obligations under this Deed to the extent only to the permitted assignee of its rights and obligations under the Custody Agreement and the Clearing Agreement.

3 Representations, warranties and undertakings

- 3.1 The Customer represents, warrants and undertakes to BNPPSS on the date of this Deed as a continuing representation, warranty and undertaking until termination of this Deed, and which shall be deemed to be repeated on each occasion an Authorised Instruction (as defined in the Custody Agreement and the Clearing

Agreement) is given to BNPPSS and on each occasion a Clearing Transaction is cleared by BNPPSS under the Clearing Agreement, that:

- 3.1.1 it is duly incorporated, established or constituted (as the case may be) and validly existing under the laws of its country of incorporation, establishment or constitution (as the case may be);
- 3.1.2 this Deed has been duly authorised, executed and delivered on its behalf and constitutes its legal, valid and binding obligations enforceable in accordance with its terms;
- 3.1.3 all necessary authorisations (including any regulatory or governmental consents or approvals) to enable or entitle it to enter into and perform its obligations under this Deed and to carry on its business have been obtained and are in full force and effect and will remain in such force and effect at all times during the term of this Deed; and
- 3.1.4 the signing, delivery or performance of this Deed and the giving of instructions pursuant to this Deed do not and will not contravene or violate:
 - (a) any Relevant Law applicable to it;
 - (b) the rights of any third parties in respect of it; or
 - (c) any agreement to which it is a party.

4 Notices

- 4.1 Except as otherwise provided in the Service Level Description (as defined in the Custody Agreement or the Clearing Agreement) a notice, approval, consent or other communication in connection with this Deed shall be in writing, in English, and shall be delivered personally, sent by mail (and air mail if overseas), or by email to the following addresses or email below, and marked for the attention of the following contacts (or to such address, contact, or email address as may be specified in writing by the Party to whom such notice is to be given):

- (i) BNPPSS:

BNP Paribas Securities Services, Hong Kong branch
21/F PCCW Tower, Taikoo Place, 979 Kings Road, Quarry Bay, Hong Kong
Attention: Laure Ly / Johnny Y Cheung
Telephone: [REDACTED]
Email: [REDACTED]

- (ii) Customer

Barclays Capital Securities Limited
c/o Barclays Capital Asia Limited
41/F, Cheung Kong Center, 2 Queen's Road Central, Hong Kong
Attention: Network Management Asia
Telephone: +852 2903 2000
Email: NWMAsia@barclays.com

4.2 In the absence of evidence of earlier receipt, any notice shall be deemed to have been duly given and effective:

- (i) if delivered personally, by courier or registered mail, on the date it is delivered to the relevant address; and
- (ii) if sent by email, on the date it is delivered to the relevant email address,

unless the date of that delivery is not a Business Day or the notice is delivered after the close of business on a Business Day, in which case that notice will be deemed given and effective on the first following day that is a Business Day.

5 No waiver

No failure, omission or delay by BNPPSS in exercising, and no partial or attempted exercise of, any right or power conferred on it under this Deed shall impair, or be construed as a waiver of, such right or power and no waiver by BNPPSS of any default or breach by the Customer in the performance of any obligations under this Deed shall prejudice the rights of BNPPSS in respect of any subsequent default or breach (whether or not of a different nature from the previous default or breach).

6 Severability

Each provision of this Deed is severable and distinct from the others. If a provision of this Deed is, or becomes, to any extent illegal, invalid or unenforceable, it shall to that extent be deemed not to form part of this Deed but that will not affect the legality, validity or enforceability of any other provision of this Deed, which shall continue in force and effect provided that the operation of this clause 6 would not negate the commercial intent and purposes of the Parties under this Deed.

7 Deed to bind successors

This Deed shall not be discharged, released or otherwise affected by the insolvency or liquidation of the Customer but will bind the successors of the Customer and shall remain valid and binding for all purposes notwithstanding any change by amalgamation, consolidation or otherwise which may be made in the constitution

of the corporation by which the business of BNPPSS may from time to time be carried on and shall be available to the corporation carrying on that business for the time being.

8 Governing law and jurisdiction

- 8.1 This Deed and any non-contractual obligations arising out of it shall be governed by and construed in accordance with Hong Kong law and each of the Parties irrevocably agrees that the courts of Hong Kong are to have exclusive jurisdiction to determine any disputes which may arise out of or in connection with this Deed and any non-contractual obligations arising out of or in connection with this Deed and that accordingly any proceedings may be brought in such courts.
- 8.2 The Customer irrevocably appoints **Barclays Bank PLC Hong Kong branch of 2 Queen's Road Central, 41/F Cheung Kong Center, Hong Kong, Fax: 2903 2935** as its agent to receive on its behalf in Hong Kong service of any proceedings under clause 8.1. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Customer) and shall be valid until such time as BNPPSS has received prior written notice from the Customer that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in Hong Kong, the Customer shall forthwith appoint a substitute and deliver to BNPPSS the new agent's name, address and fax number within Hong Kong.
- 8.3 Each Party irrevocably consents to any process in any legal action or under clause 8.1 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

9 Contractual recognition of bail-in

- 9.1 BNPPSS acknowledges and agrees that notwithstanding any other term of this Deed or any other agreement, arrangement or understanding with the Customer or any of its liabilities, as the Bank of England (or any successor resolution authority) may determine, arising under or in connection with this Deed may be subject to "**Bail-In Action**" (as defined below) and the BNPPSS accepts to be bound by the effect of:
- (i) any Bail-In Action in relation to such liability, including (without limitation):
 - (A) reduction, in full or in part, of any amount due in respect of any such liability;
 - (B) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, the Customer; and

- (C) a cancellation of any such liability; and
- (ii) a variation of any term of this Deed to the extent necessary to give effect to Bail-In Action in relation to any such liability

"Bail-In Action" means the exercise by the Bank of England (or any successor resolution authority) of any write-down or conversion power existing from time to time (including, without limitation, any power to amend or alter the maturity of eligible liabilities of an institution under resolution or amend the amount of interest payable under such eligible liabilities or the date on which interest becomes payable, including by suspending payment for a temporary period and together with any power to terminate and value transactions) under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the United Kingdom relating to the transposition of the European Banking Recovery and Resolution Directive as amended from time to time, including but not limited to, the Banking Act 2009 as amended from time to time, and the instruments, rules and standards created thereunder, pursuant to which the Customer's obligations (or those of the Customer's affiliates) can be reduced (including to zero), cancelled or converted into shares, other securities, or other obligations of the Customer or any other person.

10 Stay recognition

10.1 BNPPSS and the Customer agree that if a:—

- (i) *"crisis prevention measure"*;
- (ii) *"crisis management measure"*; or
- (iii) *"recognised third-country resolution action"*

is taken in relation to the Customer or any *"member"* of the same *"group"* as the Customer, BNPPSS shall be entitled to exercise *"termination rights"* under, or rights to enforce a *"security interest"* in connection with, this Deed, to the extent that it would be entitled to do so under the *"Special Resolution Regime"* if this Deed were governed by the laws of any part of the *"United Kingdom"*.

10.2 Words and phrases in quotation marks and italics have the meaning given to them in or pursuant to the final rules contained in Appendix 1 to the Prudential Regulation Authority's Policy Statement 25/15 (the **"PRA Rule"**) and this Clause 10 shall be interpreted in accordance with the PRA Rule; provided that, for the purposes of clause (a) above, Section 48Z of the U.K. Banking Act 2009 is to be disregarded to the extent that it relates to a *"crisis prevention measure"* other than the making of a *"mandatory reduction instrument"* by the Bank of England under section 6B of the U.K. Banking Act 2009.

IN WITNESS WHEREOF this Deed has been executed as a deed and delivered on the day and year first before written.

For and on behalf of

BNP PARIBAS SECURITIES

SERVICES, operating through its Hong Kong Branch

[Redacted Signature]

) **Julien KASPARIAN**

in the presence of:

) [Redacted Signature]

) [Redacted Signature]

GEORGIA KAVVAGIA

Witness:

) [Redacted Signature]

For and on behalf of

BARCLAYS CAPITAL SECURITIES LIMITED

)

)

)

in the presence of:

)

Witness:

SCHEDULE 1

Powers of BNPPSS and Receiver

At any time on or after Enforcement, BNPPSS and any Receiver will have the following powers in relation to the Customer Secured Assets:



- 1) to take possession of, collect and get in all or any of the Customer Secured Assets and to take, defend or abandon any proceedings in respect of the Customer Secured Assets in the name of the Customer or otherwise as may seem expedient;
- 2) to sell by public auction or private contract or otherwise dispose of or deal with all or any of the Customer Secured Assets, in such manner, for such consideration and generally on such terms and conditions as he may think fit, with full power to convey or otherwise transfer such Customer Secured Assets, in the name of Customer or other estate owner, as applicable. Any such consideration may be cash, debentures or other obligations, shares, stock or other consideration and may be payable immediately or by instalments spread over such period or periods as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment and discharge of the Customer Obligations, as applicable;
- 3) to make any arrangement, settlement or compromise or enter into, vary, perform, repudiate, rescind or cancel, abandon or disregard any contracts relating to the Customer Secured Assets, which he shall think expedient in the interests of BNPPSS;
- 4) to sign any document, execute any deed and do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers in this Schedule or to the realisation of this security and to use the name of the Customer for all the above purposes;
- 5) to raise or borrow money on the security of any Customer Secured Asset, in such manner as BNPPSS thinks fit in its absolute discretion;
- 6) to redeem, discharge and/or compromise any security, whether or not having priority, over any Customer Secured Asset;
- 7) to exchange any Customer Secured Asset, or give receipts in respect of any Customer Secured Assets;
- 8) to execute any assurance or thing which may be proper or desirable for realising the Customer Secured

IN WITNESS WHEREOF this Deed has been executed as a deed and delivered on the day and year first before written.


For and on behalf of)
BNP PARIBAS SECURITIES)
SERVICES, operating through its Hong Kong Branch)
)
in the presence of:)

Witness:

For and on behalf of
BARCLAYS CAPITAL SECURITIES LIMITED


) **DAN HICKEY**
) 
)

in the presence of:

Witness: **BONNIE ROBERTS**  *Bonnie Roberts*

SCHEDULE 1

Powers of BNPPSS and Receiver

At any time on or after Enforcement, BNPPSS and any Receiver will have the following powers in relation to the Customer Secured Assets:

- 1) to take possession of, collect and get in all or any of the Customer Secured Assets and to take, defend or abandon any proceedings in respect of the Customer Secured Assets in the name of the Customer or otherwise as may seem expedient;
- 2) to sell by public auction or private contract or otherwise dispose of or deal with all or any of the Customer Secured Assets, in such manner, for such consideration and generally on such terms and conditions as he may think fit, with full power to convey or otherwise transfer such Customer Secured Assets, in the name of Customer or other estate owner, as applicable. Any such consideration may be cash, debentures or other obligations, shares, stock or other consideration and may be payable immediately or by instalments spread over such period or periods as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment and discharge of the Customer Obligations, as applicable;
- 3) to make any arrangement, settlement or compromise or enter into, vary, perform, repudiate, rescind or cancel, abandon or disregard any contracts relating to the Customer Secured Assets, which he shall think expedient in the interests of BNPPSS;
- 4) to sign any document, execute any deed and do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers in this Schedule or to the realisation of this security and to use the name of the Customer for all the above purposes;
- 5) to raise or borrow money on the security of any Customer Secured Asset, in such manner as BNPPSS thinks fit in its absolute discretion;
- 6) to redeem, discharge and/or compromise any security, whether or not having priority, over any Customer Secured Asset;
- 7) to exchange any Customer Secured Asset, or give receipts in respect of any Customer Secured Assets;
- 8) to execute any assurance or thing which may be proper or desirable for realising the Customer Secured

Assets;

- 9) delegate its rights and powers under this Deed;
- 10) pay all calls and make all other payments when due in respect of any shares or equity interests constituting any Customer Secured Assets;
- 11) exercise all rights of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement in respect of any Customer Secured Assets;
- 12) to appoint, dismiss, employ and remunerate any person for any of the above purposes and/or to guard or protect the Customer Secured Assets, for such period as he may determine and to dismiss the same;
- 13) to promote the formation of companies with a view to the same purchasing all or any of the Customer Secured Assets, or otherwise;
- 14) generally on behalf and at the cost of the Customer (notwithstanding liquidation of the Customer, or any event analogous thereto) to do or omit to do anything which the Customer could do or omit to do in relation to all or any part of the Customer Secured Assets as if he were the absolute beneficial owner of that Customer Secured Asset

SCHEDULE 2

Customer Accounts forming part of the Customer Secured Assets

Securities / Cash Account	Account Number	Account Name
Cash		
Cash		
Cash		
Cash		
Cash		
Securities		
Securities		
Securities		