



Registration of a Charge

Company Name: NATWEST MARKETS PLC Company Number: SC090312

Received for filing in Electronic Format on the: 02/05/2023

Details of Charge

Date of creation: **26/04/2023**

Charge code: **SC09 0312 0146**

Persons entitled: CITIBANK, N.A., IN ITS CAPACITY AS COLLATERAL AGENT

Brief description:

Contains fixed charge(s).

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 ELECTRONIC COPY OF THE ORIGINAL INSTRUMENT.

Certified by: OSCAR RATCLIFFE





CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 90312

Charge code: SC09 0312 0146

The Registrar of Companies for Scotland hereby certifies that a charge dated 26th April 2023 and created by NATWEST MARKETS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd May 2023.

Given at Companies House, Edinburgh on 4th May 2023

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





REAFFIRMATION AGREEMENT

This **REAFFIRMATION AGREEMENT** (this "Agreement") dated as of April 26, 2023, is among **CHICAGO MERCANTILE EXCHANGE INC.**, a Delaware corporation (the "Company"), the entities set forth on <u>Schedule 3</u> attached hereto (the "Clearing Members" and each, together with the Company in its individual capacity, individually, a "Grantor" and collectively, together with the Company in its individual capacity, the "Grantors"), **BANK OF AMERICA, N.A.**, in its capacity as administrative agent for the Banks (as defined in the Credit Agreement described below) (in such capacity, the "Administrative Agent"), and **CITIBANK**, **N.A.**, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") and in its capacity as Collateral Monitoring Agent (in such capacity, the "Collateral Monitoring Agent").

WITNESSETH:

WHEREAS, the Company, the Administrative Agent, the Collateral Agent, the Collateral Monitoring Agent and the lenders party thereto entered into that certain Credit Agreement dated as of November 2, 2017, as amended by that certain Amendment No. 1 to Credit Agreement and Bank Joinder Agreement dated as of November 1, 2018, as amended by that certain Amendment No. 2 to Credit Agreement dated as of May 1, 2019, as amended by that certain Amendment No. 3 to Credit Agreement dated as of April 29, 2020, as amended by that certain Amendment No. 4 to Credit Agreement dated as of February 5, 2021, as further amended by that certain Amendment No. 5 to Credit Agreement dated as of April 28, 2021, and as further amended by that certain Amendment No. 6 to Credit Agreement dated as of April 27, 2022 (collectively, the "*Existing Credit Agreement*");

WHEREAS, to secure the payment and performance of the Secured Obligations (as defined in the Existing Security and Pledge Agreement referenced below), and to otherwise induce the Banks to make loans and other extensions of credit thereunder, the Company, certain of the Clearing Members, certain institutions that were previously "Clearing Members" thereunder and the Collateral Agent have entered into (x) that certain Security and Pledge Agreement dated as of November 2, 2017 (as amended by Amendment No. 1 to Security and Pledge Agreement dated as of March 15, 2018, as amended by Amendment No. 2 to Security and Pledge Agreement dated as of November 1, 2018, as amended by the Joinder Agreement dated as of November 1, 2018, as amended by Amendment No. 3 to Security and Pledge Agreement dated as of December 28, 2018, as amended by Amendment No. 4 to Security and Pledge Agreement dated as of March 13, 2019, as amended by the Joinder dated as of August 1, 2019, as amended by Amendment No. 5 to Security and Pledge Agreement dated as of November 4, 2019, as amended by the Joinder dated as of December 4, 2019, as amended by Amendment No. 6 to Security and Pledge Agreement dated as of December 4, 2019 and as amended by Amendment No. 7 to Security and Pledge Agreement dated as of February 7, 2020, as amended by Amendment No. 8 to Security and Pledge Agreement dated as of April 29, 2020, as amended by Amendment No. 9 to Security and Pledge Agreement dated as of August 24, 2020, as amended by Amendment No. 10 to Security and Pledge Agreement dated as of November 4, 2020, as amended by Amendment No. 11 to Security and Pledge Agreement dated as of February 5, 2021, as amended by Amendment No. 12 to Security and Pledge Agreement dated as of April 28, 2021, as amended by Amendment No. 13 to Security and Pledge Agreement dated as of July 19, 2021, as amended by Amendment No. 14 to Security and Pledge Agreement dated as of January 13, 2022, as amended by the Joinder dated as of April 14, 2022, as amended by Amendment No. 15 to Security and Pledge Agreement dated as of April

27, 2022, as amended by Amendment No. 16 to Security and Pledge Agreement dated as of July 28, 2022 and as amended by the Joinder dated as of September 30, 2022 (collectively, the "*Existing Security and Pledge Agreement*", and as amended by Amendment No. 17 to Security and Pledge Agreement") and as further amended, modified, supplemented, restated or amended and restated from time to time, the "*Security and Pledge Agreement*") and (y) those certain instruments and agreements identified on <u>Schedule 1</u> hereto (such instruments and agreements, as amended, restated, supplemented, joined or otherwise modified prior to the date hereof, together with the Existing Security and Pledge Agreement are referred to herein collectively as the "*Existing Collateral Documents and Notes*");

WHEREAS, the Administrative Agent, the Collateral Agent, the Collateral Monitoring Agent, the Company and the lenders party thereto (the "*Banks*") have entered into that certain Amendment No. 7 to Credit Agreement dated as of the date hereof ("*Amendment No. 7 to Credit Agreement*"), pursuant to which, among other things, the Existing Credit Agreement has been amended (the Existing Credit Agreement as amended by Amendment No. 7 to Credit Agreement, and as further as amended, modified, supplemented, restated or amended and restated from time to time, is hereinafter referred to as the "*Credit Agreement*");

WHEREAS, as a condition precedent to the effectiveness of Amendment No. 7 to Credit Agreement, the parties hereto are required to execute and deliver this Agreement. Capitalized terms used herein but not defined herein shall have the respective meanings given to such terms in the Security and Pledge Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **<u>Ratification of Existing Collateral Documents and Notes</u>**. Each of the Company and each Clearing Member hereby reaffirms, ratifies and confirms its respective payment and performance obligations under each Existing Collateral Document and Note to which such Person is a party.

2. <u>Acknowledgment</u>. The parties hereto acknowledge and agree that this Agreement is not intended to be a novation or discharge of, and shall not be a novation or discharge of, any obligation of the Company or any Clearing Member under any Existing Collateral Document and Note. Accordingly, the Company and each Clearing Member agrees that the Liens granted in favor of the Collateral Agent, for itself, the Administrative Agent, the Collateral Monitoring Agent and the Banks, pursuant to the Existing Collateral Documents and Notes and any other documents or instruments executed, filed or recorded in connection therewith, shall remain outstanding and in full force and effect, without interruption or impairment of any kind, in accordance with the terms of such documents, and, subject to the terms of such documents, such Liens shall continue on and after the Amendment Effective Date (as defined in Amendment No. 7 to Credit Agreement) to secure the "Secured Obligations" as that term is defined in the Security and Pledge Agreement.

Without limiting the generality of the foregoing, each Grantor hereby (i) assigns, pledges and transfers to the Collateral Agent (for its benefit and the benefit of the Administrative Agent, the

Collateral Monitoring Agent and the Banks) and grants to the Collateral Agent (for its benefit and the benefit of the Administrative Agent, the Collateral Monitoring Agent and the Banks) a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Closing Date Collateral, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located and (ii) assigns, pledges and transfers to the Collateral Agent (for its benefit and the benefit of the Administrative Agent, the Collateral Monitoring Agent and the Banks) and grants to the Collateral Agent (for its benefit and the benefit of the Administrative Agent, the Collateral Monitoring Agent and the Banks) a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Delayed Attachment Collateral, in each case, whether owned or existing or thereafter acquired or arising, and wherever located; provided, however, for purposes of Section 9-203(a) of the UCC, the security interest granted pursuant to clause (ii) hereof shall not attach to any Delayed Attachment Collateral of such Grantor except as provided in Section 2.1(b) of the Security and Pledge Agreement. The security interests granted by the Company pursuant hereto secure the prompt and complete payment and performance in full of all Obligations. The security interests granted by the Grantors other than the Company pursuant hereto secure the prompt and complete payment and performance in full of all Other Grantor Secured Obligations.

Each Grantor set forth on Schedule XXXVII of the Security and Pledge Agreement (the "Gold Warrant Grantors") hereby assigns, pledges and transfers to the Collateral Agent (for its benefit and the benefit of the Administrative Agent, the Collateral Monitoring Agent and the Banks) and grants to the Collateral Agent (for its benefit and the benefit of the Administrative Agent, the Collateral Monitoring Agent and the Banks) a security interest in and continuing lien on all of such Gold Warrant Grantor's right, title and interest in, to and under the following, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located (collectively, the "Gold Warrants Collateral"): (i) all Gold Warrants and all gold covered by such Gold Warrants; and (ii) all Proceeds of any or all of the foregoing. The security interests granted by each Gold Warrant Grantor Secure the prompt and complete payment and performance in full of all Other Grantor Secured Obligations.

3. <u>Existing Collateral Documents and Notes Shall Remain in Full Force and</u> <u>Effect</u>. The Existing Collateral Documents and Notes shall remain extant and in full force and effect following the execution and delivery of this Agreement, the execution and delivery of Amendment No. 7 to Credit Agreement and the other documents, instruments and certificates executed and delivered in connection therewith and the occurrence of the Amendment Effective Date.

4. <u>No Other Modification or Waiver</u>. The execution, delivery and effectiveness of this Agreement shall not modify the Existing Collateral Documents and Notes or operate as a waiver of any right, power or remedy of Bank of America in its capacity as Administrative Agent, or of the Collateral Agent, the Collateral Monitoring Agent or any Bank, under the Existing Collateral Documents and Notes, nor constitute a waiver of any provision of any of the Existing Collateral Documents and Notes.

5. <u>Effectiveness</u>. This Agreement shall become effective at the time when (and the Administrative Agent shall give notice to the Company of the effectiveness of this Agreement) the

Administrative Agent shall have received counterparts of this Agreement duly executed by the Grantors, the Administrative Agent, the Collateral Agent and the Collateral Monitoring Agent.

6. **<u>Representations and Warranties</u>**.

(a) In order to induce the Administrative Agent, the Collateral Agent and the Collateral Monitoring Agent to enter into this Agreement, the Company represents and warrants to the Administrative Agent, the Collateral Agent, the Collateral Monitoring Agent and each Bank as follows:

i. At the time of and immediately after giving effect to this Agreement, Amendment No. 7 to Credit Agreement and Amendment No. 17 to Security and Pledge Agreement, (i) the representations and warranties of the Company applicable to the Company set forth in Article IV of the Security and Pledge Agreement shall be true and correct in all material respects (or, in the case of any such representation or warranty already qualified by materiality, in all respects) on and as of the date hereof (except to the extent that such representations and warranties specifically refer to an earlier date, in which case as of such earlier date) and (ii) no Default or Unmatured Default has occurred and is continuing.

ii. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (whether enforcement is considered in a proceeding at law or in equity).

(b) In order to induce the Administrative Agent, the Collateral Agent and the Collateral Monitoring Agent to enter into this Agreement, each Clearing Member represents and warrants to the Administrative Agent, the Collateral Agent, the Collateral Monitoring Agent and each Bank as follows:

i. At the time of and immediately after giving effect to this Agreement, Amendment No. 7 to Credit Agreement and Amendment No. 17 to Security and Pledge Agreement, (i) the representations and warranties of such Clearing Member applicable to such Clearing Member set forth in Article IV of the Security and Pledge Agreement shall be true and correct in all material respects (or, in the case of any such representation or warranty already qualified by materiality, in all respects) on and as of the date hereof (except to the extent that such representations and warranties specifically refer to an earlier date, in which case as of such earlier date).

ii. Each Clearing Member has the power and authority (corporate or otherwise) and legal right to execute and deliver this Agreement and to perform its obligations hereunder and has granted to the Company, pursuant to CME Rules 816, 817 and 820, CBOT Rules 816, 817 and 820, NYMEX Rules 816, 817 and 820 and any other similar applicable Rules, the power to execute and deliver this Agreement on such Clearing Member's behalf as Member Attorney-in-Fact. Each Clearing Member's entering into this Agreement and the performance of its obligations hereunder have been duly authorized by proper proceedings (corporate or otherwise). This Agreement constitutes each Clearing Member's legal, valid and binding obligation, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (whether enforcement is considered in a proceeding at law or equity).

7. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed signature page by facsimile or email shall be effective as delivery of an original executed counterpart hereof. The parties hereto acknowledge that Article XIV of the Credit Agreement regarding Communications and Electronic Signatures is applicable to this Amendment.

8. <u>Governing Law.</u> THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK. Each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of any United States federal or New York state court sitting in New York, New York, in any action or proceeding arising out of or relating to this Agreement, and each of the parties hereto hereby irrevocably agrees that all claims in respect of any such action or proceeding may be heard and determined in any such court.

9. <u>WAIVER OF TRIAL BY JURY</u>. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.

10. <u>Severability of Provisions</u>. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or enforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

11. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the Company, the Administrative Agent, the Collateral Agent, the Collateral Monitoring Agent, the Banks and their respective successors and assigns to the extent such successors and assigns are permitted as provided in <u>Section 9.2</u>, <u>Section 10.6</u> and <u>Section 11.1</u> of the Credit Agreement, in the case of the Company, any Agents, and any Bank, respectively

12. Loan Document. This Agreement shall be deemed to be a "Loan Document" under and as defined in the Credit Agreement for all purposes.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

COMPANY:

CHICAGO MERCANTILE EXCHANGE INC.

By: Name: Suzanne Sprague Title: Senior Managing Director, Global Head of Clearing and Post-Trade Services

CLEARING MEMBERS:

ABN AMRO Clearing Chicago LLC ADM Investor Services, Inc. Advantage Futures, LLC Banco Bilbao Vizcaya Argentaria, S.A. **Bank of Montreal Barclays** Capital Inc. **BMO** Capital Markets Corp. **BNP** Paribas **BNP** Paribas Securities Corp. **BofA Securities, Inc. BP Energy Company BP** Products North America Inc. **Bunge Chicago, Inc.** Cantor Fitzgerald & Co. CHS Hedging, LLC **CIBC World Markets Corp. Citigroup Global Markets Inc. Credit Agricole Corporate and Investment Bank Credit Suisse International** Credit Suisse Securities (USA) LLC **Cunningham Commodities, LLC** Daiwa Capital Markets America Inc. **Deutsche Bank AG Deutsche Bank Securities Inc. Direct Access USA LLC Dorman Trading**, L.L.C. **DRW Execution Services, LLC** Eagle Market Makers, Inc. G.H. Financials, LLC Gelber Group, LLC Goldman Sachs & Co. LLC Hidden Road Partners CIV US LLC HSBC Securities (USA) Inc.

By: Chicago Mercantile Exchange Inc., as Member Attorney-in-Fact

By:

Name: Suzanne Sprague

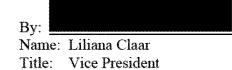
Title: Senior Managing Director, Global Head of Clearing and Post-Trade Services **Interactive Brokers LLC** Ironbeam, Inc. J.P. Morgan Securities LLC **Jump Trading Futures, LLC** Logista Clearing Corporation LLC **Macquarie Futures USA LLC** Marex Capital Markets Inc. Marex North America LLC **Mizuho Securities USA LLC** Morgan Stanley & Co. LLC Nanhua USA LLC **NatWest Markets Plc** NatWest Markets Securities Inc. Nomura Securities International, Inc. **Phillip Capital Inc.** Proxima Clearing, LLC **R.J. O'Brien & Associates, LLC Rabo Securities USA Inc. RBC** Capital Markets, LLC **Royal Bank of Canada** Santander US Capital Markets LLC Scotia Capital (USA) Inc. **SG Americas Securities LLC** Societe Generale **Standard Chartered Bank StoneX Financial Inc.** Straits Financial LLC **Term Commodities Inc.** The Bank of Nova Scotia **The Toronto-Dominion Bank TradeStation Securities. Inc. UBS Securities LLC** Wedbush Securities, Inc. Wells Fargo Securities, LLC

By: Chicago Mercantile Exchange Inc., as Member Attorney-in-Fact

> By: Name: Suzanne Sprague Title: Senior Managing Director, Global Head of Clearing and Post-Trade Services

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative Agent



CITIBANK, N.A., as Collateral Agent

By:	*		
Name:	Jenny Cheng		
Title:	Senior Trust	Office	

CITIBANK, N.A., as Collateral Monitoring Agent

By:	
Name	\$*
Title:	

CITIBANK, N.A.,

as Collateral Agent

By:	
Name:	
Title:	

CITIBANK, N.A., as Collateral Monitoring Agent



Name: Diana Shapiro

Title: Director & CBNA VP

Schedule 1

LIST OF NOTES, CONTROL AGREEMENTS AND UK DOCUMENTS

A. **PROMISSORY NOTES**

- 1. Applicable Tranche Note dated November 2, 2017 payable to Bank of America, N.A.
- 2. Applicable Tranche Note dated November 2, 2017 payable to Agricultural Bank of China Limited, New York Branch
- 3. Applicable Tranche Note dated November 2, 2017 payable to Bank of China, Chicago Branch
- 4. Applicable Tranche Note dated November 2, 2017 payable to BMO Harris Bank N.A.
- 5. Applicable Tranche Note dated November 2, 2017 payable to Commerzbank AG, New York Branch
- 6. Applicable Tranche Note dated November 2, 2017 payable to United Overseas Bank Limited, New York Agency
- 7. Applicable Tranche Note dated November 2, 2017 payable to U.S. Bank National Association
- 8. Applicable Tranche Note dated November 2, 2017 payable to Deutsche Bank AG New York Branch
- 9. Applicable Tranche Note dated November 2, 2017 payable to Landesbank Hessen-Thuringen Girozentrale, New York Branch
- 10. Applicable Tranche Note dated November 2, 2017 payable to Santander Bank, N.A.
- 11. Applicable Tranche Note dated November 2, 2017 payable to Bank of Communications Co., Ltd., New York Branch
- 12. Applicable Tranche Note dated November 2, 2017 payable to Mizuho Bank, Ltd.
- Applicable Tranche Note dated November 2, 2017 payable to Brown Brothers Harriman & Co.
- 14. Applicable Tranche Note dated April 28, 2021 payable to CIBC BANK USA

LIST OF CONTROL AGREEMENTS

#	Agreement	Date of Agreement		Accounts/Funds/Issuer	Parties / Signatories
1.	Securities Account Control Agreement Joinder 1-BofA Securities, Inc. Joinder 2-Access Clearing and Execution LLC Joinder 3-DRW Execution Services LLC Joinder 4-Logista Clearing Corporation LLC Joinder 5-Ironbeam, Inc. Omnibus Joinder-Hidden Road Partners CIV US LLC	November 1, 2018	(2)	Chicago Mercantile Exchange Inc. Member Firm Proprietary Draw Account Chicago Mercantile Exchange Inc. Cleared Swaps Customer Account, Temporary CFTC Part 22 Cleared Swaps Customer Account under Section 4d(f) of the Commodity Exchange Act Chicago Mercantile Exchange Inc. Futures Customer Omnibus Account Temporary CFTC Regulation 1.20 Customer Segregated Account under Sections 4d(a) and 4d(b) of the Commodity Exchange Act	BMO Harris Bank N.A., as Securities Intermediary Company Clearing Members Collateral Agent Collateral Monitoring Agent
2.	Second Amended and Restated Control Agreement Joinder 1-DRW Execution Services LLC Joinder 2-Logista Clearing Corporation LLC Joinder 3-Ironbeam, Inc. Omnibus Joinder-Hidden Road Partners CTV US LLC	April 28, 2021	(3) (4) (5)	INC. GUARANTY FUND DRAW ACCOUNT FOR THE BENEFIT OF CLEARING MEMBERS - INTEREST RATE SWAPS CHICAGO MERCANTILE EXCHANGE INC. GUARANTY FUND DRAW ACCOUNT FOR THE BENEFIT OF CLEARING MEMBERS - CREDIT DEFAULT SWAPS CHICAGO MERCANTILE EXCHANGE INC. GUARANTY FUND DRAW ACCOUNT FOR THE BENEFIT OF CLEARING MEMBERS - BASE CHICAGO MERCANTILE EXCHANGE INC. MEMBER FIRM PROPRIETARY DRAW ACCOUNT FOR THE BENEFIT OF CLEARING MEMBERS	Cifibank N.A., as Intermediary Company Clearing Members Collateral Agent Collateral Monitoring Agent

#	Agreement	Date of Agreement	Accounts/Funds/Issuer	Parties / Signatories
			 (7) CHICAGO MERCANTILE EXCHANGE INC. CLEARED SWAPS CUSTOMER ACCOUNT TEMPORARY CFTC PART 12 CLEARED SWAPS CUSTOMER ACCOUNT UNDER SECTION 4D(F) OF THE COMMODITY EXCHANGE ACT (8) CHICAGO MERCANTILE EXCHANGE INC. FUTURES CUSTOMER OMNIBUS ACCOUNT TEMPORARY CFTC REGULATION 1.20 CUSTOMER SEGREGATED ACCOUNT UNDER SEGREGATED ACCOUNT (FEX), Safekeeping (10) Chicago Mercantile Exchange Inc. Temporary CFTC Regulation 30.7 Customer Secured Account (FEX) under Section 4(b) of the Commodity Exchange Act, Safekeeping (12) Chicago Mercantile Exchange Inc. Temporary CFTC Regulation 30.7 Customer Secured Account (FEX) under Section 4(b) of the Commodity Exchange Act, (13) CME CUST GLD WRNT ADV DEP BRINKS (14) CME CUST GLD WRNT ADV DEP BRINKS (14) CME CUST GLD WRNT ADV DEP BRINKS (14) CME CUST GLD WRNT ADV DEP BRINKS (15) CME CUST GLD WRNT ADV DEP BRINKS (16) CME CUST GLD WRNT ADV DEP	

SCHEDULE 1 TO REAFFIRMATION AGREEMENT - 2

#	Agreement	Date of Agreement	Accounts/Funds/Issuer	Parties / Signatories
			 (17) CME CUST GLD WRNT ADV DEP JPM CHASE (18) CME CUST GLD WRNT ADV DEP LOOMIS (19) CME CUST GLD WRNT ADV DEP MLCA AMIT (20) CME CUST GLD WRNT ADV DEPMTB 	
3.	Collateral Account Control Agreement (U.S. Securities) Joinder 1-BofA Securities, Inc. Joinder 2-Access Clearing and Execution LLC Joinder 3-DRW Execution Services LLC Joinder 4-Logista Clearing Corporation LLC Joinder 5-Ironbeam, Inc. Omnibus Joinder-Hidden Road Partners CIV US LLC	December 28, 2018	 CME INC MBR PROP DRAW/XMG CME INC MBR FIRM PROP DRAW-FBO CITI CME CUST CLEARED SWAPS PT 22 TEMP AC/XMF CME INC CUST REG 1 20 TEMP ACCOUNT/XMB CME CUST CLD SWP PT22 TEMP-FBO CITI CME CUST SEG REG 1.20 TEMP-FBO CITI 	The Bank of New York Mellon, as Intermediary Company Clearing Members Collateral Agent Collateral Monitoring Agent
4.	Uncertificated Securities Control Agreement Joinder 1-BofA Securities, Inc. Joinder 2-Access Clearing and Execution LLC Joinder 3-DRW Execution Services LLC Joinder 4-Logista Clearing Corporation LLC Joinder 5-Ironbeam, Inc. Omnibus Joinder-Hidden Road Partners CIV US LLC	December 28, 2018	Issuer: Morgan Stanley Institutional Liquidity Funds Fund: Treasury Portfolio	Morgan Stanley Institutional Liquidity Funds Company Clearing Members Collateral Agent Collateral Monitoring Agent

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5.	Uncertificated Securities Control Agreement	December 28, 2018	Issuer:	Morgan Stanley Institutional Liquidity Funds	Morgan Stanley Institutional Liquidity Funds Company Clearing Members
	Joinder 1-BofA Securities, Inc.		Fund:	Government Portfolio	Collateral Agent
	Joinder 2-Access Clearing and Execution LLC				Collateral Monitoring Agent
	Joinder 3-DRW Execution Services LLC				
	Joinder 4-Logista Clearing Corporation LLC				
	Joinder 5-Ironbeam, Inc.				
	Omnibus Joinder-Hidden Road Partners CIV US LLC				
6.	Uncertificated Securities Control Agreement	December 28, 2018	Issuer:	HSBC Funds	HSBC Funds
	Joinder 1-BofA Securities, Inc.				Company Clearing Members
	Joinder 2-Access Clearing and Execution LLC		Fund:	HSBC U.S. Government Money Market Fund	Collateral Agent Collateral Monitoring Agent
	Joinder 3-DRW Execution Services LLC				Connectin Monitoring Frégun
	Joinder 4-Logista Clearing Corporation LLC				
	Joinder 5-Ironbeam, Inc.				
	Omnibus Joinder-Hidden Road Partners CIV US LLC				
7.	Uncertificated Securities Control Agreement	December 28, 2018	Trust:	DWS Money Market Trust	DWS Service Company, as Transfer Agent
	Joinder 1-BofA Securities, Inc.				DWS Money Market Trust Company
	Joinder 2-Access Clearing and Execution LLC		Fund:	DWS Government Money Market Series	Clearing Members
	Joinder 3-DRW Execution Services LLC				Collateral Agent Collateral Monitoring Agent
	Joinder 4-Logista Clearing Corporation LLC				
	Joinder 5-Ironbeam, Inc.				
	Omnibus Joinder-Hidden Road Partners CIV US LLC				

#	Agreement	Date of Agreement	Accounts/Funds/Issuer	Parties / Signatories
8.	Uncertificated Securities Control Agreement Joinder 1-BofA Securities, Inc. Joinder 2-Access Clearing and Execution LLC Joinder 3-DRW Execution Services LLC Joinder 4-Logista Clearing Corporation LLC Joinder 5-Ironbeam, Inc. Omnibus Joinder-Hidden Road Partners CIV US LLC	December 28, 2018	Trust: UBS Series Funds Funds: (1) UBS Select Government Preferred Fund (2) UBS Select Prime Preferred Fund (3) UBS Select Treasury Preferred Fund	BNY Mellon Investment Servicing (US) Inc., as Transfer Agent UBS Series Funds Each of the UBS Funds (listed on the left) Company Clearing Members Collateral Agent Collateral Monitoring Agent
9.	Amended and Restated Securities Account Control Agreement Joinder 1-BofA Securities, Inc. Joinder 2-Access Clearing and Execution LLC Joinder 3-DRW Execution Services LLC Joinder 4-Logista Clearing Corporation LLC Joinder 5-Ironbeam, Inc. Omnibus Joinder-Hidden Road Partners CIV US LLC	December 28, 2018	 CME INC MBR FIRM PROP DRW CME CUS SEG REG 1.20 TEMP CME CUS CLD SWP PT 22 TEMP 	Brown Brothers Harriman & Co., as Securities Intermediary Company Clearing Members Collateral Agent Collateral Monitoring Agent

#	Agreement	Date of Agreement	Accounts/Funds/Issuer	Parties / Signatories
10.	Uncertificated Securities Control Agreement Amendment No. 1 dated April 26, 2023 Joinder 1-BofA Securities, Inc. Joinder 2-Access Clearing and Execution LLC Joinder 3-DRW Execution Services LLC Joinder 4-Logista Clearing Corporation LLC Joinder 5-Ironbeam, Inc. Omnibus Joinder-Hidden Road Partners CIV US LLC	March 13, 2019	 Issuer: State Street Institutional Investment Trust Funds: State Street Institutional Liquid Reserves Fund State Street Institutional U.S. Government Money Market Fund State Street Institutional Treasury Plus Money Market Fund 	SS&C GIDS, Inc. (as successor to DST Asset Manager Solutions, Inc.), as Transfer Agent State Street Institutional Investment Trust Company Clearing Members Collateral Agent Collateral Monitoring Agent
11.	Uncertificated Securities Control Agreement Joinder 1-BofA Securities, Inc. Joinder 2-Access Clearing and Execution LLC Joinder 3-DRW Execution Services LLC Joinder 4-Logista Clearing Corporation LLC Joinder 5-Ironbeam, Inc. Omnibus Joinder-Hidden Road Partners CIV US LLC	March 13, 2019	Issuer: Goldman Sachs Trust Funds: Goldman Sachs Financial Square Government Fund	Goldman Sachs & Co. LLC, as Transfer Agent Goldman Sachs Trust Company Clearing Members Collateral Agent Collateral Monitoring Agent
12.	Uncertificated Securities Control Agreement Joinder 1-BofA Securities, Inc. Joinder 2-Access Clearing and Execution LLC Joinder 3-DRW Execution Services LLC Joinder 4-Logista Clearing Corporation LLC Joinder 5-Ironbeam, Inc. Omnibus Joinder-Hidden Road Partners CIV US LLC	March 13, 2019	Issuer: Goldman Sachs Trust Funds: Goldman Sachs Financial Square Treasury Solutions Fund	Goldman Sachs & Co. LLC, as Transfer Agent Goldman Sachs Trust Company Clearing Members Collateral Agent Collateral Monitoring Agent

#	Agreement	Date of Agreement		Accounts/Funds/Issuer	Parties / Signatories
13.	Uncertificated Securities Control Agreement Joinder 1-BofA Securities, Inc.	March 13, 2019	Issuer:	Dreyfus Government Cash Management Funds	Dreyfus Transfer, Inc., as Transfer Agent Dreyfus Government Cash Management Funds Company
	Joinder 2-Access Clearing and Execution LLC		Fund:	Dreyfus Government Cash Management	Clearing Members Collateral Agent
	Joinder 3-DRW Execution Services LLC				Collateral Monitoring Agent
	Joinder 4-Logista Clearing Corporation LLC				
	Joinder 5-Ironbeam, Inc.				
	Omnibus Joinder-Hidden Road Partners CIV US LLC				
14.	Uncertificated Securities Control Agreement	March 13, 2019	Fund:	Dreyfus Treasury & Agency Cash Management	Dreyfus Transfer, Inc., as Transfer Agent Dreyfus Treasury & Agency Cash Management
	Joinder 1-BofA Securities, Inc.				Company
	Joinder 2-Access Clearing and Execution LLC				Clearing Members Collateral Agent
	Joinder 3-DRW Execution Services LLC				Collateral Monitoring Agent
	Joinder 4-Logista Clearing Corporation LLC				
	Joinder 5-Ironbeam, Inc.				
	Omnibus Joinder-Hidden Road Partners CIV US LLC				
15.	Uncertificated Securities Control Agreement	March 13, 2019	Issuer:	BlackRock Liquidity Funds	BlackRock Liquidity Funds
		<i>,</i>			Company
	Joinder 1-Access Clearing and Execution LLC Joinder 1-BofA Securities, Inc.		Fund:	T-Fund	Clearing Members Collateral Agent
	· · · · · · · · · · · · · · · · · · ·				Collateral Monitoring Agent
	Joinder 2-Access Clearing and Execution LLC				
	Joinder 3-DRW Execution Services LLC				
	Joinder 4-Logista Clearing Corporation LLC				
	Joinder 5-Ironbeam, Inc.				
	Omnibus Joinder-Hidden Road Partners CIV US LLC				

#	Agreement	Date of Agreement	Accounts/Funds/Issuer	Parties / Signatories
16.	Uncertificated Securities Control Agreement Joinder 1-BofA Securities, Inc. Joinder 2-Access Clearing and Execution LLC Joinder 3-DRW Execution Services LLC Joinder 4-Logista Clearing Corporation LLC Joinder 5-Ironbeam, Inc. Omnibus Joinder-Hidden Road Partners CIV US LLC	March 13, 2019	Issuer: BlackRock Liquidity Funds Fund: FedFund	BlackRock Liquidity Funds Company Clearing Members Collateral Agent Collateral Monitoring Agent
17.	Uncertificated Securities Control Agreement Amendment No. 1 dated 08-04-20 Amendment No. 2 dated April 26, 2023 Joinder 1-BofA Securities, Inc. Joinder 2-Access Clearing and Execution LLC Joinder 3-DRW Execution Services LLC Joinder 4-Logista Clearing Corporation LLC Joinder 5-Ironbeam, Inc. Omnibus Joinder-Hidden Road Partners CIV US LLC	March 13, 2019	 Trust: Federated Hennes Money Market Obligations Trust (formerly known as Money Market Obligations Trust): (1) Federated Hennes Institutional Money Market Management (formerly known as Federated Institutional Money Market Management) (2) Federated Hennes Government Obligations Fund (formerly known as Federated Government Obligations Fund) (3) Federated Hennes Treasury Obligations Fund 	SS&C GIDS, Inc. (formerly State Street Bank and Trust Company, acting through its service provider DST Asset Manager Solutions, Inc.), as Transfer Agent Company Clearing Members Collateral Agent Collateral Monitoring Agent

#	Agreement	Date of Agreement	Accounts/Funds/Issuer	Parties / Signatories
18.	Uncertificated Securities Control Agreement Joinder 1-BofA Securities, Inc. Joinder 2-Access Clearing and Execution LLC Joinder 3-DRW Execution Services LLC Joinder 4-Logista Clearing Corporation LLC Joinder 5-Ironbeam, Inc. Omnibus Joinder-Hidden Road Partners CIV US LLC	March 13, 2019	Issuer: JPMorgan Trust II Funds: (1) JPMorgan U.S. Government Money Market Fund (2) JPMorgan U.S. Treasury Plus Money Market Fund	SS&C GIDS, Inc., as successor in interest to DST Asset Manager Solutions, Inc., as Transfer Agent JPMorgan Trust II Company Clearing Members Collateral Agent Collateral Monitoring Agent
19.	Uncertificated Securities Control Agreement Joinder 1-BofA Securities, Inc. Joinder 2-Access Clearing and Execution LLC Joinder 3-DRW Execution Services LLC Joinder 4-Logista Clearing Corporation LLC Joinder 5-Ironbeam, Inc. Omnibus Joinder-Hidden Road Partners CIV US LLC	May 1, 2019	Issuer: Legg Mason Partners Institutional Trust Fund: Western Asset Institutional Government Reserves	BNY Mellon Investment Servicing (US) Inc., as Transfer Agent Legg Mason Partners Institutional Trust Company Clearing Members Collateral Agent Collateral Monitoring Agent
20.	Uncertificated Securities Control Agreement Joinder 1-BofA Securities, Inc. Joinder 2-Access Clearing and Execution LLC Joinder 3-DRW Execution Services LLC Joinder 4-Logista Clearing Corporation LLC Joinder 5-Ironbeam, Inc. Omnibus Joinder-Hidden Road Partners CIV US LLC	May 1, 2019	Issuer: First American Funds, Inc. Funds: (1) Government Obligations Fund (2) Treasury Obligations Fund	U.S. Bancorp Fund Services LLC, as Transfer Agent First American Funds, Inc. Company Previous Clearing Members Collateral Agent Collateral Monitoring Agent

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21.	Uncertificated Securities Control Agreement Joinder 1-DRW Execution Services LLC Joinder 2-Logista Clearing Corporation LLC Joinder 3-Ironbeam, Inc. Omnibus Joinder-Hidden Road Partners CIV US LLC	December 4, 2019	 Trust: UBS Series Funds Funds: UBS Select Government Institutional Fund UBS Select Treasury Institutional Fund 	BNY Mellon Investment Servicing (US) Inc., as Transfer Agent UBS Series Funds Each of the UBS Funds (listed on the left) Company Clearing Members Collateral Agent Collateral Monitoring Agent
22.	U.K. Gold Warrant Security and Pledge Agreement	April 28, 2021	BRINK'S, INC. DELAWARE DEPOSITORY HSBC BANK, USA INTERNATIONAL DEPOSITORY SERVICES OF DELAWARE JP MORGAN CHASE BANK NA LOOMIS INTERNATIONAL (US) INC. MALCA-AMIT USA, LLC MANFRA, TORDELLA & BROOKES, INC.	Collateral Agent Clearing Member: Standard Chartered Bank

Schedule 3

CLEARING MEMBERS

ABN AMRO Clearing Chicago LLC ADM Investor Services, Inc. Advantage Futures, LLC Banco Bilbao Vizcaya Argentaria, S.A. Bank of Montreal Barclays Capital Inc. BMO Capital Markets Corp. **BNP** Paribas BNP Paribas Securities Corp. BofA Securities, Inc. **BP** Energy Company BP Products North America Inc. Bunge Chicago, Inc. Cantor Fitzgerald & Co. CHS Hedging, LLC CIBC World Markets Corp. Citigroup Global Markets Inc. Credit Agricole Corporate and Investment Bank Credit Suisse International Credit Suisse Securities (USA) LLC Cunningham Commodities, LLC Daiwa Capital Markets America Inc. Deutsche Bank AG Deutsche Bank Securities Inc. Direct Access USA LLC Dorman Trading, L.L.C. DRW Execution Services, LLC Eagle Market Makers, Inc. G.H. Financials, LLC Gelber Group, LLC Goldman Sachs & Co. LLC Hidden Road Partners CIV US LLC HSBC Securities (USA) Inc. Interactive Brokers LLC

Ironbeam, Inc. J.P. Morgan Securities LLC Jump Trading Futures, LLC Logista Clearing Corporation LLC Macquarie Futures USA LLC Marex Capital Markets Inc. Marex North America LLC Mizuho Securities USA LLC Morgan Stanley & Co. LLC Nanhua USA LLC NatWest Markets Plc NatWest Markets Securities Inc. Nomura Securities International, Inc. Phillip Capital Inc. Proxima Clearing, LLC R.J. O'Brien & Associates, LLC Rabo Securities USA Inc. RBC Capital Markets, LLC Royal Bank of Canada Santander US Capital Markets LLC Scotia Capital (USA) Inc. SG Americas Securities LLC Societe Generale Standard Chartered Bank StoneX Financial Inc. Straits Financial LLC Term Commodities Inc. The Bank of Nova Scotia The Toronto-Dominion Bank TradeStation Securities, Inc. **UBS Securities LLC** Wedbush Securities, Inc. Wells Fargo Securities, LLC