

MR01
Particulars of a charge



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You may use this form to register
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06/09/2016

COMPANIES HOUSE

#17

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 01026167

Company name in full Barclays Bank PLC

2017

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 24/08/2016

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 Goldman Sachs International

Name

Name

Name

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

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

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4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument Brief description	N/A	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes		
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
8	Trustee statement ^① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06)	
9	Signature Please sign the form here Signature	 X <i>Allen & Overy</i> X This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge



Presenter information

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

Contact name
Jamie Long

Company name
Allen & Overy LLP

Address
One Bishops Square

Post town
London

County/Region

Postcode
E 1 6 A D

Country
United Kingdom

DX

Telephone
020 3088 0000



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1026167

Charge code: 0102 6167 0207

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th August 2016 and created by BARCLAYS BANK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th September 2016.

8

Given at Companies House, Cardiff on 12th September 2016



Companies House



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

EXECUTION VERSION

(Security interest over Credit Support (IM)
held with a Custodian (IM) on behalf of the
Chargor)

(ISDA Agreements Subject to English Law)
Except for material redacted pursuant
to s 859G of the Companies Act 2006
I certify that this is a copy of
the original document

ISDA
Safe
Futures
Markets
International Swaps and Derivatives Association, Inc

Name Vincent M'Connon
Qualified as Director
Allen Overy LLP
One Bishops Square
London E1 6AD
United Kingdom
Date 02/09/2016

2016 PHASE ONE IM CREDIT SUPPORT DEED

between

GOLDMAN SACHS INTERNATIONAL
("Party A")

and

BARCLAYS BANK PLC
("Party B")

made on 24 August 2016

relating to the

ISDA Master Agreement

dated as of 5 November 1997 between Party A and Party B

This Deed is a Credit Support Document with respect to both parties in relation to the ISDA Master Agreement referred to above (as amended and supplemented from time to time, the "**Agreement**") and subject to Paragraph 7 below, Section 5(a)(iii) of the Agreement will apply in respect of this Deed

Accordingly, the parties agree as follows

Paragraph 1. Interpretation

(a) **Definitions and Inconsistency** Unless otherwise defined in this Deed capitalised terms defined in the Agreement have the same meaning in this Deed Capitalised terms not otherwise defined in this Deed or in the Agreement have the meanings specified pursuant to Paragraph 12 and all references in this Deed to Paragraphs are to Paragraphs of this Deed In the event of any inconsistency between this Deed and the provisions of the Agreement this Deed will prevail and in the event of any inconsistency between Paragraph 13 and the other provisions of this Deed Paragraph 13 will prevail

(b) **Secured Party and Chargor** Unless otherwise specified in Paragraph 13 all references in this Deed to the "Secured Party" will be to either party when acting in that capacity and all corresponding references to the "Chargor" will be to the other party when acting in that capacity *provided however*, that a reference herein to Posted Credit Support (IM) being 'held' by a Secured Party at any time shall be construed as a reference to the Posted Credit Support (IM) credited to the Segregated Accounts at such time in respect of which a Security Interest has been created in its favour under this Deed A reference to a transfer of Eligible Credit Support (IM) or Posted Credit Support (IM) to or from the Custodian (IM) is deemed to be a reference to a transfer to or from the relevant Segregated Accounts as applicable

(c) **Scope of this Deed and Each Other CSA** The only Transactions which will be relevant for the purpose of determining a "Credit Support Amount (IM)" and related "Margin Amount (IM)" under this Deed with respect to a posting obligation of a Chargor will be the relevant Covered Transactions (IM) specified in accordance with the provisions of Paragraph 13. Each Other CSA (if any) is hereby amended such that the Transactions that will be relevant for the purpose of determining any "Independent Amount" thereunder (if any) with respect to the Chargor will exclude the Covered Transactions (IM).

Paragraph 2 Security

(a) **Covenant to Perform** Each party as the Chargor covenants with the other party that it will perform the Obligations in the manner provided in the Agreement, this Deed or any other relevant agreement.

(b) **Security.** Each party as the Chargor, as security for the performance of the Obligations:

(1) charges and agrees to charge with full title guarantee in favour of the Secured Party by way of first fixed charge:

(A) all Posted Credit Support (IM) (present and future) and

(B) each Segregated Account, and

(2) assigns and agrees to assign with full title guarantee, the Assigned Rights to the Secured Party absolutely.

(c) **Restriction on Dealings.** Each party as the Chargor must not:

(1) create or permit to subsist any Security Interest on the Segregated Accounts or the Posted Credit Support (IM) or the Assigned Rights, or

(2) sell, transfer, licence, lease, loan, grant any option over or otherwise dispose of any of its rights in respect of the Segregated Accounts or the Posted Credit Support (IM) or the Assigned Rights,

other than (A) the security created by this Deed, (B) a lien routinely imposed on all securities in a clearing system in which any such Posted Credit Support (IM) may be held or (C) a lien or security interest in favour of the relevant Custodian (IM) expressly referred to in the Control Agreement.

(d) **Release of Security** Upon the transfer by the Custodian (IM) to the Chargor of Posted Credit Support (IM) either (i) following an instruction from the Secured Party or (ii) in accordance with any provisions relating to the transfer of collateral following delivery of a Chargor Access Notice under the Control Agreement, the security interest granted under this Deed on that Posted Credit Support (IM) will be released immediately, and the Assigned Rights relating to that Posted Credit Support (IM) will be re-assigned to the Chargor in each case without any further action by either party. To the extent that all Obligations of the Chargor owed to the Secured Party have been irrevocably satisfied in full and no further Obligations may arise, then at the Chargor's expense the Secured Party will also release the security interest granted under this Deed on each of the Segregated Accounts.

(e) **Preservation of Security** The security constituted by this Deed shall be a continuing security and shall not be satisfied by any intermediate payment or satisfaction of the whole or any part of the Obligations but shall secure the ultimate balance of the Obligations. If for any reason this security ceases to be a continuing security or any subsequent charge or other interest affects any Security Assets (in each case other than in relation to either (A) a lien routinely imposed on all securities in a clearing system in which any such Posted Credit Support (IM) may be held or (B) a lien or security interest in favour of the relevant Custodian (IM) expressly referred to in the Control Agreement) the Secured Party may direct that the Chargor open a new account with the Custodian (IM) or continue the existing Segregated Account and the liability of the Chargor in respect of the Obligations at the date of such cessation shall remain regardless of any payments into or out of any such account. The security constituted by this Deed shall be in addition to and shall not be affected by any other security now or subsequently held by the Secured Party for all or any of the Obligations.

(f) **Waiver of Defences** The obligations of the Chargor under this Deed shall not be affected by any act, omission or circumstance which but for this provision, might operate to release or otherwise exonerate the Chargor from its obligations under this Deed or affect such obligations including (but without limitation) and whether or not known to the Chargor or the Secured Party

- (i) any time or indulgence granted to or composition with the Chargor or any other person
- (ii) the variation, extension, compromise, renewal or release of, or refusal or neglect to perfect or enforce any terms of the Agreement or any rights or remedies against, or any security granted by the Chargor or any other person,
- (iii) any irregularity, invalidity or unenforceability of any obligations of the Chargor under the Agreement or any present or future law or order of any government or authority (whether of right or in fact) purporting to reduce or otherwise affect any of such obligations to the intent that the Chargor's obligations under this Deed shall remain in full force and this Deed shall be construed accordingly as if there were no such irregularity, unenforceability, invalidity, law or order, and
- (iv) any legal limitation, disability, incapacity or other circumstance relating to the Chargor, any guarantor or any other person or any amendment to or variation of the terms of the Agreement or any other document or security.

(g) **Immediate Recourse** The Chargor waives any right it may have of first requiring the Secured Party to proceed against or claim payment from any other person or enforce any guarantee or security before enforcing this Deed.

(h) **Reinstatement.** Where any discharge (whether in respect of the security constituted by this Deed, any other security or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or any amount paid pursuant to any such discharge or arrangement must be repaid on bankruptcy, liquidation or otherwise without limitation, the security constituted by this Deed and the liability of the Chargor under this Deed shall continue as if there had been no such discharge or arrangement.

Paragraph 3. Credit Support Obligations

(a) **Delivery Amount (IM)** Subject to Paragraphs 4 and 5, upon a demand made by the Secured Party on or promptly following a Calculation Date (IM), if the Delivery Amount (IM) applicable to the Chargor for that Calculation Date (IM) equals or exceeds the Chargor's Minimum Transfer Amount (IM), then the Chargor will transfer to the Custodian (IM) Eligible Credit Support (IM) having a Value as of the date of transfer at least equal to the applicable Delivery Amount (IM) (rounded pursuant to Paragraph 13). Unless otherwise specified in Paragraph 13, the "**Delivery Amount (IM)**" applicable to the Chargor for any Calculation Date (IM) will equal the amount by which

- (i) the Credit Support Amount (IM) applicable to the Chargor

exceeds

(ii) the Value as of that Calculation Date (IM) of all Posted Credit Support (IM) held by the Secured Party (as adjusted to include any prior Delivery Amount (IM) and to exclude any prior Return Amount (IM), the transfer of which in either case, has not yet been completed and for which the relevant Regular Settlement Day falls on or prior to such Calculation Date (IM))

(b) **Return Amount (IM).** Subject to Paragraphs 4 and 5 upon a demand made by the Chargor on or promptly following a Calculation Date (IM) if the Return Amount (IM) applicable to the Secured Party for that Calculation Date (IM) equals or exceeds the Secured Party's Minimum Transfer Amount (IM) then the Secured Party will instruct the Custodian (IM) to transfer to the Chargor Posted Credit Support (IM) specified by the Chargor in that demand having a Value as of the date of transfer as close as practicable to the applicable Return Amount (IM) (rounded pursuant to Paragraph 13) Unless otherwise specified in Paragraph 13, the "**Return Amount (IM)**" applicable to the Secured Party for any Calculation Date (IM) will equal the amount by which

(i) the Value as of that Calculation Date (IM) of all Posted Credit Support (IM) held by the Secured Party (as adjusted to include any prior Delivery Amount (IM) and to exclude any prior Return Amount (IM), the transfer of which in either case, has not yet been completed and for which the relevant Regular Settlement Day falls on or prior to such Calculation Date (IM))

exceeds

(ii) the Credit Support Amount (IM) applicable to the Chargor

Paragraph 4 Conditions Precedent, Transfers, Timing, Calculations and Substitutions

(a) **Conditions Precedent.** Unless otherwise specified in Paragraph 13 each obligation of the Chargor to make a transfer under Paragraphs 3 and 5 and of the Secured Party to instruct the Custodian (IM) to make a transfer under Paragraph 3, 4(e)(iii), 5 and the provisions of Paragraph 13 relating to the Return of Posted Credit Support (IM) with a Value of zero is subject to the conditions precedent that

(i) no Event of Default Potential Event of Default or Specified Condition has occurred and is continuing with respect to the other party, and

(ii) no Early Termination Date has occurred or been designated for which any unsatisfied payment obligations (whether present, actual future or contingent) exist which is (A) in respect of all Covered Transactions (IM) or (B) as the result of a Specified Condition with respect to the other party

(b) **Meaning of Transfer.** All transfers under this Deed of any Eligible Credit Support (IM) or Posted Credit Support (IM) shall be made in accordance with the instructions of the Secured Party Chargor or Custodian (IM) as applicable and shall be made

(i) in the case of Eligible Credit Support (IM), (A) by book entry, wire or other transfer of such Eligible Credit Support (IM) to the Custodian (IM) (accompanied in the case of certificated securities that cannot be paid or delivered by book-entry by any duly executed instruments of transfer, assignments in blank transfer tax stamps or any other documents necessary to permit the Custodian (IM) to make legally valid transfers of such certificated securities upon instruction of the Secured Party) and (B) the Custodian (IM)'s crediting such assets to the relevant Segregated Account, and

(ii) in the case of Posted Credit Support (IM) by book entry wire or other transfer of such Posted Credit Support (IM) by the Custodian (IM) (or in the case of excess proceeds the Secured Party) to the relevant cash securities or other account of the Chargor (with the same Custodian (IM) or elsewhere) identified by the Chargor for the receipt of such transfer (accompanied in the case of certificated securities that cannot be paid or delivered by book-entry by any duly executed instruments of transfer assignments in

blank transfer tax stamps or any other documents necessary to constitute a legally valid transfer to permit the Chargor to make legally valid transfers of such certificated securities without further action of the Custodian (IM))

(c) **Transfer Timing** Subject to Paragraph 4(a) (if applicable) and Paragraph 5 and unless otherwise specified in Paragraph 13 if a demand for the transfer of Eligible Credit Support (IM) is made by the Notification Time then the relevant transfer by the Chargor will be made not later than the close of business on the relevant Regular Settlement Day, if a demand is made after the Notification Time then the relevant transfer by the Chargor will be made not later than the close of business on the next Local Business Day following the relevant Regular Settlement Day

Subject to Paragraph 4(a)(if applicable) and Paragraph 5 and unless otherwise specified in Paragraph 13 if a demand for the transfer of Posted Credit Support (IM) is made by the Notification Time then the relevant instruction by the Secured Party to the Custodian (IM) will be served prior to the latest time by which instructions must be submitted to the Custodian (IM) under the relevant Control Agreement in order for the Custodian (IM) to effect the transfer of Posted Credit Support (IM) by close of business on the relevant Regular Settlement Day if a demand is made after the Notification Time, then the relevant instruction by the Secured Party to the Custodian (IM) will be served not later than the latest time (and day) by which instructions must be submitted to the Custodian (IM) under the relevant Control Agreement in order for the Custodian (IM) to effect the transfer of Posted Credit Support (IM) by close of business on the next Local Business Day following the relevant Regular Settlement Day

(d) **Calculations.** All calculations of Value and Credit Support Amount (IM) for purposes of Paragraph 3 in respect of a Calculation Date (IM) will be made by the Calculation Agent (IM) as of the Calculation Time (IM) on such Calculation Date (IM) In the case of any calculation of Value, the Calculation Agent (IM) may use Values most recently reasonably available for close of business in the relevant market for the relevant Eligible Credit Support (IM) as of the relevant Calculation Time (IM) In the case of any calculation of Credit Support Amount (IM), the Calculation Agent (IM) may use relevant information or data (including but not limited to inputs for any applicable model specified in Paragraph 13 to determine Margin Amount (IM) for certain Covered Transactions (IM)) most recently reasonably available for close of business in the relevant market(s) as of the Calculation Time (IM) The Calculation Agent (IM) will notify each party (or the other party, if the Calculation Agent (IM) is a party) of its calculations not later than the Notification Time on the Local Business Day following the applicable Calculation Date (IM)

(e) **Substitutions**

- (i) The Chargor may on any Local Business Day by notice (a "**Substitution Notice**") inform the Secured Party that it wishes to transfer to the Segregated Accounts Eligible Credit Support (IM) (the "**Substitute Credit Support (IM)**") specified in that Substitution Notice in substitution for certain Posted Credit Support (IM) (the "**Original Credit Support (IM)**") specified in the Substitution Notice
- (ii) Unless Paragraph 13 specifies that no consent is required the Chargor must obtain the Secured Party's consent to the proposed substitution The Chargor will be obliged to transfer the Substitute Credit Support (IM) to the Segregated Accounts on the next Local Business Day following the date
 - (A) on which the Chargor receives notice (which may be oral telephonic notice) from the Secured Party of its consent (if consent is needed), or
 - (B) of the Substitution Notice (if no consent is needed)
- (iii) Subject to Paragraph 4(a) (if applicable) following the date on which the Substitute Credit Support (IM) is transferred to the Segregated Accounts unless otherwise specified in Paragraph 13 (the "**Substitution Date**"), the Secured Party will be obliged to instruct the Custodian (IM) to transfer to the Chargor the Original Credit Support (IM) as if a demand for such Original Credit Support (IM) had been made pursuant to Paragraph 3(b) after the Notification Time on such Substitution Date *provided* that the Secured Party will only be obliged to instruct the Custodian (IM) to transfer Original Credit Support (IM) with a Value as of the date of transfer as close as practicable to but in

any event not more than the Value of the Substitute Credit Support (IM) as of that date as calculated by the Calculation Agent (IM)

Paragraph 5 Dispute Resolution

(a) ***Disputed Calculations or Valuations*** If a party (a “*Disputing Party*”) disputes (I) the Calculation Agent (IM)’s calculation of a Delivery Amount (IM) or a Return Amount (IM) or (II) the Value of any transfer of Eligible Credit Support (IM) or Posted Credit Support (IM) then

- (1) the Disputing Party will notify the other party and the Calculation Agent (IM) (if the Calculation Agent (IM) is not the other party) not later than the close of business on (X) the date that the transfer is due in respect of such Delivery Amount (IM) or Return Amount (IM) in the case of (I) above, or (Y) the Local Business Day following the date of transfer in the case of (II) above,
- (2) subject to Paragraph 4(a) (if applicable) in the case of (I) above, the appropriate party will transfer the undisputed amount to the other party not later than the close of business on the date that the transfer is due in respect of such Delivery Amount (IM) or Return Amount (IM),
- (3) the parties will consult with each other in an attempt to resolve the dispute, and
- (4) if they fail to resolve the dispute by the Resolution Time, then
 - (i) In the case of a dispute involving a Delivery Amount (IM) or Return Amount (IM) the Calculation Agent (IM) will recalculate the Credit Support Amount (IM) and Value as of the Recalculation Date by using the procedures specified in Paragraph 13 for calculating the Credit Support Amount (IM), and for calculating the Value, if disputed, of Posted Credit Support (IM) and
 - (ii) In the case of a dispute involving the Value of any transfer of Eligible Credit Support (IM) or Posted Credit Support (IM), the Calculation Agent (IM) will recalculate the Value as of the date of transfer pursuant to Paragraph 13

Following a recalculation pursuant to this Paragraph, the Calculation Agent (IM) will notify each party (or the other party, if the Calculation Agent (IM) is a party) not later than the Notification Time on the Local Business Day following the Resolution Time. The appropriate party will, upon demand following that notice by the Calculation Agent (IM) or a resolution pursuant to (3) above and subject to Paragraph 4(a) (if applicable) and 4(c) make the appropriate transfer

(b) ***No Event of Default*** The failure by a party to make a transfer of any amount which is the subject of a dispute to which Paragraph 5(a) applies will not constitute an Event of Default for as long as the procedures set out in this Paragraph 5 (as supplemented by the provisions of Paragraph 13) are being carried out (but without prejudice to a party’s obligation to transfer the undisputed amount under Paragraph 5(a)(2)). For the avoidance of doubt, upon completion of those procedures Section 5(a)(iii)(1) of the Agreement will apply to any failure by a party to make a transfer required under the final sentence of Paragraph 5(a) on the relevant due date (subject to Paragraph 7)

Paragraph 6 Custody Arrangements and the Control Agreement

(a) ***General*** The Custodian (IM) appointed with respect to each party as Chargor and the details of the Segregated Accounts opened in the name of such Chargor are set out in Paragraph 13. Each party as the Chargor and the other party as the Secured Party and the relevant Custodian (IM) have entered, or will on the date of this Deed enter into the Control Agreement regulating the rights of each party to serve instructions on the Custodian (IM). Prior to the enforcement of its rights under Paragraph 8, the Secured Party will have no right to hold (other than in accordance with Paragraph 1(b) or as otherwise agreed between the parties) and have no duty with respect to Posted Credit Support (IM) including, without limitation, any duty to collect any Distributions, or enforce or preserve any rights pertaining to the Posted Credit Support (IM)

(b) ***Custodian (IM) Risk***

Unless otherwise specified in Paragraph 13 with respect to a party as the Secured Party and the other party as the Chargor

(i) the Chargor will be liable for the acts or omissions of the Custodian (IM) to the same extent that the Chargor would be liable hereunder for its own acts or omissions and any such act or omission of the Custodian (IM) will be deemed to be the act or omission of the Chargor for purposes of Paragraph 7 *provided that*, notwithstanding the foregoing if Custodian Event is specified as applicable in Paragraph 13 the consequences of any act or omission of the Custodian (IM) that constitutes a Custodian Event will be as set out in the "Custodian Event" provisions in Paragraph 13,

(ii) the Secured Party will not be liable for the acts or omissions of the Custodian (IM), and

(iii) any obligation of the Secured Party to instruct the Custodian (IM) to transfer Posted Credit Support (IM) to the Chargor will be deemed satisfied by the Secured Party's sending appropriate instructions to the Custodian (IM) in accordance with the terms of the Control Agreement For the avoidance of doubt the Secured Party will bear no liability for the failure of

(A) the Custodian (IM) to comply with such instructions, or

(B) the Chargor to provide matched instructions with the Secured Party to the extent required under the Control Agreement in order to give effect to such a transfer of Posted Credit Support (IM) by the Custodian (IM),

and a failure to transfer Posted Credit Support (IM) to the Chargor under this Deed caused by either (A) or (B) above will not constitute an Event of Default with respect to the Secured Party

(c) ***No Use of Posted Credit Support (IM).*** Without limiting the rights of the Secured Party under the other provisions of this Deed, the Secured Party will have no right to

(i) sell pledge rehypothecate assign, invest use, commingle or otherwise dispose of, or otherwise use in its business any Posted Credit Support (IM), or

(ii) register any Posted Credit Support (IM) in the name of the Secured Party its custodian or a nominee for either

(d) ***No Offset*** For the avoidance of doubt, no delivery or return of any margin under any Other CSA will be offset against (or netted with) any Delivery Amount (IM) or Return Amount (IM)

(e) ***Distributions and Interest Amount.*** Except as otherwise provided in this Deed, the Secured Party will have no obligation hereunder to pay or to transfer to the Chargor any amount of interest in respect of any Posted Credit Support (IM) in the form of Cash or any Distributions in respect of Posted Credit Support (IM)

(f) ***The Control Agreement as a Credit Support Document*** Unless otherwise specified in Paragraph 13, the Control Agreement will not be a Credit Support Document under the Agreement with respect to a party

Paragraph 7 Default

For the purposes of Section 5(a)(iii)(1) of the Agreement an Event of Default will exist with respect to a party if

- (A) as Chargor that party fails to make when due any transfer of Eligible Credit Support (IM) required to be made by the Chargor and that failure continues for two Local Business Days after notice of that failure is given to that party
- (B) as Secured Party, that party fails to instruct the Custodian (IM) before the relevant time to transfer Posted Credit Support (IM) in order to comply with its obligations hereunder and that failure continues for two Local Business Days after notice of that failure is given to that party or
- (C) that party fails to comply with or perform any agreement or obligation other than those specified in Paragraph 7(A) and Paragraph 7(B) and that failure continues for 30 days after notice of that failure is given to that party

provided that, if Custodian Event is specified as applicable in Paragraph 13, any event or circumstance that constitutes or gives rise to a Custodian Event will not constitute or give rise to such Event of Default

Paragraph 8 Certain Rights and Remedies

(a) Secured Parties Rights and Remedies

(i) General

(A) For the purposes of all powers implied by statute the Obligations are deemed to have become due and payable on the date of this Deed

(B) Section 103 (restricting the power of sale) and section 93 (restricting the right of consolidation) of the Act shall not apply to this Deed

(ii) Secured Party's Rights. If at any time a Secured Party Rights Event has occurred and is continuing then, unless the Chargor has paid in full all of its Obligations, the Secured Party shall, without prior notice to the Chargor, be entitled to put into force and to exercise immediately or as and when it may see fit any and every power possessed by the Secured Party by virtue of this Deed or available to a secured creditor and in particular (but without limitation) the Secured Party shall have power in respect of Posted Credit Support (IM)

(A) to sell all or any of the Posted Credit Support (IM) (other than Posted Credit Support (IM) in the form of cash) in any manner permitted by law upon such terms as the Secured Party shall in its absolute discretion determine

(B) to apply all or any of the Posted Credit Support (IM) in the form of cash in or towards the payment or discharge of any amounts payable by the Chargor with respect to any Obligation in such order as the Secured Party sees fit

(C) to the extent that the assets charged under this Deed constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003) (the "*Regulations*") to appropriate all or any part of that financial collateral in or towards the satisfaction of the Obligations in such order as the Secured Party sees fit, and

- (D) to collect recover or compromise and to give a good discharge for any moneys payable to the Chargor in respect of any of the Posted Credit Support (IM).

and for the purposes of this Paragraph 8(a) the Secured Party shall be entitled to make any currency conversions or effect any transaction in currencies which it thinks fit and to do so at such times and rates as it thinks proper

- (iii) **Power of Attorney** The Chargor by way of security and solely for the purpose of more fully securing the performance of the Obligations irrevocably appoints the Secured Party the attorney of the Chargor on its behalf and in the name of the Chargor or the Secured Party (as the attorney may decide) to do all acts and execute all documents which the Chargor could itself execute, in relation to any of the Posted Credit Support (IM) or in connection with any of the matters provided for in this Deed including (but without limitation)

- (A) to execute any transfer bill of sale or other assurance in respect of the Posted Credit Support (IM)
- (B) to exercise all the rights and powers of the Chargor in respect of the Posted Credit Support (IM)
- (C) to ask require demand, receive compound and give a good discharge for any and all moneys and claims for moneys due and to become due under or arising out of any of the Posted Credit Support (IM),
- (D) to endorse any cheques or other instruments or orders in connection with any of the Posted Credit Support (IM) and
- (E) to make any claims or to take any action or to institute any proceedings which the Secured Party considers to be necessary or advisable to protect or enforce the security interest created by this Deed

- (iv) **Protection of Purchaser**

- (A) No purchaser or other person dealing with the Secured Party or a Receiver or with its attorney or agent shall be concerned to enquire (1) whether any power exercised or purported to be exercised by the Secured Party has become exercisable (2) whether any Obligation remains due (3) as to the propriety or regularity of any of the actions of the Secured Party or (4) as to the application of any money paid to the Secured Party
- (B) In the absence of bad faith on the part of such purchaser or other person such dealings shall be deemed so far as regards the safety and protection of such purchaser or other person, to be within the powers conferred by this Deed and to be valid accordingly The remedy of the Chargor in respect of any impropriety or irregularity whatever in the exercise of such powers shall be in damages only

- (v) **Valuation of Appropriated Collateral**

Subject to Paragraph 13, where any Posted Credit Support (IM) is appropriated, the value of the appropriated Posted Credit Support (IM) will be the Appropriation Value of such Posted Credit Support (IM) as of or as soon as reasonably practicable after the date on which such Posted Credit Support (IM) is appropriated

(vi) ***Appointment of Receiver***

- (A) Except as provided below, the Secured Party may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
- (1) the security granted under this Deed has become enforceable, or
 - (2) the Chargor so requests the Secured Party in writing at any time
- (B) Any appointment under Paragraph 8(a)(vi)(A) above may be by deed, under seal or in writing under its hand
- (C) Any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed

(vii) ***Removal of Receiver and Remuneration***

- (A) The Secured Party may by writing under its hand remove any Receiver appointed by it and may whenever it thinks fit appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated
- (B) The Secured Party may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by law (including under section 109(6) of the Act) will not apply

(viii) ***Agent of the Chargor***

- (A) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver
- (B) No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

(ix) ***Relationship with Secured Party***

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after the security granted under this Deed becomes enforceable be exercised by the Secured Party in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver

(x) ***Powers of Receiver***

- (i) General
- (i) A Receiver has all the rights, powers and discretions set out below in this sub-paragraph in addition to those conferred on it by any law. This includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986
- (ii) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

(2) Possession

A Receiver may take immediate possession of, get in and collect any Security Asset and may subsequently relinquish such possession

(3) Sale of assets

(i) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit

(ii) The consideration for any such transaction may consist of cash debentures or other obligations shares stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit

(4) Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be necessary or desirable for realising any Security Asset

(5) Delegation

A Receiver may delegate his powers in accordance with this Deed

(6) Other powers

A Receiver may

(i) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights powers or discretions conferred on a Receiver under or by virtue of this Deed or law,

(ii) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset and

(iii) use the name of the Chargor for any of the above purposes

(b) ***Chargor's Rights and Remedies***

If at any time a Chargor Rights Event or, if specified as applicable in Paragraph 13, a Chargor Additional Rights Event has occurred and is continuing, then

(i) the Chargor may exercise all rights and remedies available to a chargor under applicable law with respect to Posted Credit Support (IM), and

(ii) the Secured Party will be obligated immediately to transfer or instruct the Custodian (IM) to transfer all Posted Credit Support (IM) to the Chargor

(c) ***Deficiencies and Excess Proceeds***

(i) A party (the "***Deficiency Obligor***") will remain liable for all Obligations of such party remaining unsatisfied after the exercise of rights and remedies by the other party (the "***Exercising Party***") under Paragraph 8(a) or (b)

(ii) Following the exercise of such rights and remedies, the Exercising Party will as the Secured Party transfer or instruct the Custodian (IM) to transfer to the Deficiency Obligor any proceeds and Posted Credit Support (IM) remaining after satisfaction in full of all payment and delivery Obligations of the Deficiency Obligor, including (if applicable) the transfer and release to the Exercising Party by the Deficiency Obligor, in its capacity as the Secured Party, of all Posted Credit Support (IM) hereunder and the return of any other amounts and items posted by the Exercising Party to the Deficiency Obligor as credit support under any Other CSA

(d) **Final Returns** Subject to Paragraph 8(c), upon satisfaction in full of all Obligations of the Chargor (except for any potential liability under Section 2(d) of the Agreement or any obligation to transfer any interest payment under any Other CSA), the Secured Party will transfer or instruct the Custodian (IM) to transfer to the Chargor all Posted Credit Support (IM) (if any)

Paragraph 9 Representations

Each party represents to the other party (which representations will be deemed to be repeated as of each date on which it, as the Chargor transfers Eligible Credit Support (IM)) that

(i) it has the power to grant a security interest in any Eligible Credit Support (IM) it transfers as the Chargor to the Segregated Accounts under this Deed and has taken all necessary actions to authorise the granting of that security interest

(ii) it is the beneficial owner of all Eligible Credit Support (IM) (and rights thereto) it transfers as the Chargor to the Segregated Accounts under this Deed, free and clear of any security interest, lien, encumbrance or other interest or restriction other than the security interest granted under Paragraph 2 and other than (A) a lien routinely imposed on all securities in a clearing system in which any such Eligible Credit Support (IM) may be held or (B) any security interest in favour of the Custodian (IM) expressly referred to in the Control Agreement and each such item of Eligible Credit Support (IM) is fully paid and is not subject to any option to purchase or similar right,

(iii) upon the transfer of any Eligible Credit Support (IM) by it as the Chargor to the Segregated Accounts under the terms of this Deed, the Secured Party will have a valid and perfected first priority security interest in such Eligible Credit Support (IM) except to the extent subordinate to (A) any lien routinely imposed on all securities in a clearing system in which any such Eligible Credit Support (IM) may be held or (B) any security interest in favour of the Custodian (IM) expressly referred to in the Control Agreement, and

(iv) the performance by it as the Chargor of its obligations under this Deed will not result in the creation of any security interest, lien or other interest or encumbrance in or on any Posted Credit Support (IM) other than the security interest created under this Deed (other than (A) any lien routinely imposed on all securities in a clearing system in which any such Posted Credit Support (IM) may be held or (B) any security interest in favour of the Custodian (IM) expressly referred to in the Control Agreement)

Paragraph 10. Expenses

(a) **General.** Except as otherwise provided in Paragraph 10(c) each party will pay its own costs and expenses (including any stamp, transfer or similar transaction tax or duty payable on any transfer the Chargor is required to make under this Deed) in connection with performing its obligations under this Deed and neither party will be liable for any such costs and expenses incurred by the other party. The Chargor will be liable for any costs and expenses (including any stamp, transfer or similar transaction tax or duty payable on any transfer from the Segregated Account to the Chargor in accordance with the terms of this Deed) incurred by the Custodian (IM) in connection with performing any of its obligations to the parties in relation to this Deed

(b) **Posted Credit Support (IM)** The Chargor will promptly pay when due all taxes, assessments or charges of any nature that are imposed with respect to Posted Credit Support (IM) credited to the Segregated Accounts upon becoming aware of the same

(c) **Liquidation/Application of Posted Credit Support (IM)** All reasonable costs and expenses incurred by or on behalf of the Secured Party in connection with the liquidation appropriation and/or application of any Posted Credit Support (IM) under Paragraph 8 will be payable, on demand by the Defaulting Party or, if there is no Defaulting Party equally by the parties

Paragraph 11 Other Provisions

(a) **Default Interest.** A Secured Party that fails when required to do so, to instruct the Custodian (IM) to transfer Posted Credit Support (IM) to the Chargor will be obliged to pay the Chargor (to the extent permitted by applicable law) an amount equal to interest at the Default Rate multiplied by the Value on the relevant Calculation Date (IM) of the items of property that the Secured Party was required to instruct the Custodian (IM) to transfer from (and including) the date that the Secured Party was required to instruct the Custodian (IM) to transfer the Posted Credit Support (IM) to (but excluding) the date that the Secured Party instructs the Custodian (IM) to transfer the Posted Credit Support (IM) This interest will be calculated on the basis of daily compounding and the actual number of days elapsed

(b) **Further Assurances** Promptly following a demand made by a party, the other party will execute, deliver file and record any financing statement, specific assignment or other document and take any other action that may be necessary or desirable and reasonably requested by that party to create preserve, perfect or validate any security interest granted under Paragraph 2, to enable that party to exercise or enforce its rights under this Deed with respect to Posted Credit Support (IM) or to effect or document a release of a security interest on Posted Credit Support (IM)

(c) **Further Protection** The Chargor will promptly give notice to the Secured Party of and defend against any suit, action proceeding or lien that involves Posted Credit Support (IM) transferred by the Chargor or that could adversely affect the security interest granted by it under Paragraph 2

(d) **Good Faith and Commercially Reasonable Manner.** Performance of all obligations under this Deed, including but not limited to, all calculations, valuations and determinations made by either party will be made in good faith and in a commercially reasonable manner

(e) **Demands and Notices** All demands and notices made by a party under this Deed will be made as specified in Section 12 of the Agreement except as otherwise provided in Paragraph 13

(f) **Specifications of Certain Matters.** Anything referred to in this Deed as being specified in Paragraph 13 also may be specified in one or more Confirmations or other documents and this Deed will be construed accordingly

(g) **Governing Law and Jurisdiction.** This Deed and any non-contractual obligations arising out or in connection with this Deed will be governed by and construed in accordance with English law With respect to any suit, action or proceedings relating to this Deed or any non-contractual obligations arising out or in connection with this Deed each party irrevocably submits to the non-exclusive jurisdiction of the English courts

(h) **Service of Process.** Each party irrevocably appoints the Process Agent if any specified opposite its name in Paragraph 13 to receive for it and on its behalf service of process in any proceedings before the English courts in connection with this Deed If for any reason any party's Process Agent is unable to act as such, such party will promptly notify the other party and may within 30 days appoint a substitute process agent acceptable to the other party The parties irrevocably consent to service of process given in the manner provided for notices in Section 12 of the Agreement, except as otherwise provided in Paragraph 13 Nothing in this Deed will affect the right of either party to serve process in any other manner permitted by applicable law

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(i) ***Third Party Rights*** A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

Paragraph 12 Definitions

As used in this Deed

“**Act**” means the Law of Property Act 1925

“**Appropriation Value**” means on any date, in relation to securities of any description (such securities **Relevant Securities**) the fair market value of the Relevant Securities determined by the Secured Party acting in good faith and in a commercially reasonable manner, by reference to any relevant information, including, without limitation, one or more of the following pricing sources and methods

- (A) available prices for securities with similar maturities terms and credit characteristics as the Relevant Securities supplied by one or more third parties,
- (B) if the Relevant Securities are listed or traded on a recognised exchange, the value at which they could have been sold on the exchange on the date of appropriation,
- (C) information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market or
- (D) information of the types described in paragraphs (A) or (C) above from internal sources (including any of the Secured Party's Affiliates) if that information is of the same type used by the Secured Party in the regular course of its business for the valuation of similar securities

“**Assigned Rights**” means all rights relating to the Posted Credit Support (IM) which the Chargor may have now or in the future against the Custodian (IM) or any third party, including, without limitation (i) any right, interest, money or property accruing or offered at any time in relation to any Posted Credit Support (IM) by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise and (ii) any right to delivery of a security of the appropriate description which arises in connection with (a) any Posted Credit Support (IM) being transferred to a clearance system or financial intermediary or (b) any interest in or to any Posted Credit Support (IM) being acquired while that Posted Credit Support (IM) is in a clearance system or held through a financial intermediary

“**Base Currency**” means the currency specified as such in Paragraph 13

“**Base Currency Equivalent**” means, with respect to an amount on a Calculation Date (IM), in the case of an amount denominated in the Base Currency such Base Currency amount and, in the case of an amount denominated in a currency other than the Base Currency (the “**Other Currency**”), the amount of Base Currency required to purchase such amount of the Other Currency at the spot exchange rate on such Calculation Date (IM) as determined by the Calculation Agent (IM)

“**Calculation Agent (IM)**” has the meaning specified in Paragraph 13

“**Calculation Date (IM)**” means, unless otherwise specified in Paragraph 13, each day from, and including the date of this Deed that is a day on which commercial banks are open for general business in at least one Calculation Date Location (IM) for Party A and at least one Calculation Date Location (IM) for Party B

“**Calculation Date Location (IM)**” has the meaning specified in Paragraph 13

“**Calculation Time (IM)**” means, unless otherwise specified in Paragraph 13, the time as of which the Calculation Agent (IM) computes its end of day valuations of derivatives transactions in the ordinary course of its business (or such other commercially reasonable convenient time on the relevant day as the Calculation Agent (IM) may determine)

“**Cash**” means, respectively the Base Currency and each other Eligible Currency

“**Chargor**” means unless otherwise specified in Paragraph 13 either party, when (i) that party receives a demand for or is required to transfer Eligible Credit Support (IM) under Paragraph 3(a) or (ii) in relation to that party the Custodian (IM) holds any Posted Credit Support (IM) in the Segregated Accounts

“**Chargor Additional Rights Event**” has the meaning specified in Paragraph 13

“**Chargor Rights Event**” has the meaning specified in Paragraph 13

“**Control Agreement**” has the meaning specified in Paragraph 13

“**Covered Transactions (IM)**” has the meaning specified in Paragraph 13

“**Credit Support Amount (IM)**” means, with respect to a party as the Chargor unless otherwise specified in Paragraph 13 for any Calculation Date (IM) (i) the relevant Margin Amount (IM) applicable to that Chargor if any minus (ii) the Chargor’s Threshold, *provided, however* that the Credit Support Amount (IM) will be deemed to be zero whenever the calculation of the Credit Support Amount (IM) yields a number less than zero

“**Custodian Event**” has the meaning specified in Paragraph 13

“**Custodian (IM)**” means with respect to a party as Chargor and related Segregated Accounts the relevant entity specified in Paragraph 13 as the Custodian (IM) for such Chargor

“**Deficiency Obligor**” has the meaning specified in Paragraph 8(c)

Delivery Amount (IM) has the meaning specified in Paragraph 3(a)

“**Disputing Party**” has the meaning specified in Paragraph 5

“**Distributions**” means with respect to Posted Credit Support (IM) other than cash all principal, interest and other payments and distributions of cash or other property with respect to that Posted Credit Support (IM) Distributions will not include any item of property acquired by the Secured Party upon any disposition or liquidation of Posted Credit Support (IM)

Eligible Credit Support (IM)” has the meaning specified in Paragraph 13

Eligible Currency means each currency specified as such in Paragraph 13 if such currency is freely available

“**Exercising Party**” has the meaning specified in Paragraph 8(c)

“**FX Haircut Percentage**” means, for any item of Eligible Credit Support (IM), the percentage specified as such in Paragraph 13

“**ISDA SIMMTM**” has the meaning specified in Paragraph 13

“**Local Business Day**” unless otherwise specified in Paragraph 13 means

- (i) in relation to a transfer of cash or other property (other than securities) under this Deed, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the relevant Segregated Account is located and if different in the principal financial centre if any of the currency of such payment or as applicable place of delivery
- (ii) in relation to a transfer of securities under this Deed, (a) a day on which the clearance system agreed between the parties for delivery of the securities is open for the acceptance and execution of settlement instructions or,

if delivery of the securities is contemplated by other means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place(s) agreed between the parties for this purpose and (b) a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the relevant Segregated Account is located

- (iii) in relation to a valuation under this Deed a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place(s) agreed between the parties for this purpose and
- (iv) in relation to any notice or other communication under this Deed a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place specified in the address for notice most recently provided by the recipient

"Margin Amount (IM)" has the meaning specified in Paragraph 13

"Minimum Transfer Amount (IM)" means with respect to a party, the amount specified as such for that party in Paragraph 13 if no amount is specified, zero

"Notification Time" has the meaning specified in Paragraph 13

"Obligations" means, with respect to a party, all present, future, actual and contingent obligations of that party under the Agreement and this Deed and any additional obligations specified for that party in Paragraph 13

"Original Credit Support (IM)" has the meaning specified in Paragraph 4(e)(i)

"Other CSA" means, unless otherwise specified in Paragraph 13 any other credit support annex, credit support deed or collateral transfer agreement (and related security agreement) that (i) is a Credit Support Document, or (ii) forms part of the Agreement

"Posted Credit Support (IM)" means all Eligible Credit Support (IM) other property Distributions and all proceeds thereof that have been transferred to or received into the relevant Segregated Account under this Deed or otherwise credited to the relevant Segregated Account by the Custodian (IM) and not transferred to the Chargor pursuant to the provisions of this Deed or otherwise debited from the relevant Segregated Account by the Custodian (IM)

"Recalculation Date" has the meaning specified in Paragraph 13

"Receiver" means a receiver a receiver and manager or administrative receiver, in each case appointed under this Deed

"Regular Settlement Day" means unless otherwise specified in Paragraph 13 the same Local Business Day on which a demand for the transfer of Eligible Credit Support (IM) or Posted Credit Support (IM) is made

"Regulations" has the meaning specified in Paragraph 8(a)(ii)(C)

"Resolution Time" has the meaning specified in Paragraph 13

"Return Amount (IM)" has the meaning specified in Paragraph 3(b)

"Secured Party" means unless otherwise specified in Paragraph 13, either party when (i) that party makes a demand for or is entitled to receive Eligible Credit Support (IM) under Paragraph 3(a) or (ii) the Posted Credit Support (IM) credited to the Segregated Accounts is subject to a Security Interest created under this Deed in its favour

"Secured Party Rights Event" has the meaning specified in Paragraph 13

"Security Assets" means with respect to a Chargor the Posted Credit Support (IM) and each other right or asset subject to the security created under Paragraph 2(b) of this Deed

"Security Interest" means a mortgage charge pledge, lien, right of set-off assignment by way of security hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Segregated Account" means with respect to a Chargor each segregated account with the Custodian (IM) in the name of the Chargor subject to the terms of the Control Agreement as specified in Paragraph 13 (or any successor accounts (including following any redesignation or renumbering) to those specified in Paragraph 13 which are subject to the terms of the Control Agreement)

"Specified Condition" means with respect to a party any event specified as such for that party in Paragraph 13

"Substitute Credit Support (IM)" has the meaning specified in Paragraph 4(e)(i)

"Substitution Date" has the meaning specified in Paragraph 4(e)(iii)

"Substitution Notice" has the meaning specified in Paragraph 4(e)(i)

"Threshold" means, with respect to a party, the Base Currency Equivalent of the amount specified as such for that party in Paragraph 13, if no amount is specified, zero

'Valuation Percentage' means, for any item of Eligible Credit Support (IM), the percentage specified as such in Paragraph 13

'Value' means unless otherwise specified in Paragraph 13, for any Calculation Date (IM) or other date for which Value is calculated and subject to Paragraph 5 in the case of a dispute, with respect to

- (i) save as provided in clause (ii) below Eligible Credit Support (IM) comprised in the Posted Credit Support (IM)

- (A) an amount of Cash, the Base Currency Equivalent of such amount multiplied by $(VP - H_{FX})$, and

- (B) a security the Base Currency Equivalent of the bid price obtained by the Calculation Agent (IM) multiplied by $(VP - H_{FX})$, where

VP equals the applicable Valuation Percentage and

H_{FX} equals the applicable FX Haircut Percentage,

provided that for the purposes of calculating Value under Paragraph 11(a), the VP will be 100% and H_{FX} will be zero and

- (ii) Posted Credit Support (IM) that consists of items that are, in respect of the relevant posting obligation deemed as of such date to have a Value of zero pursuant to Paragraph 13, zero

Paragraph 13 Elections and Variables***General Principles***

For the purposes of this Deed, the parties have specified the regulatory regimes (the “**Regimes**”) applicable to them in their capacity as Secured Party in the below table

Regime	Party A as Secured Party (Party B as Chargor)	Party B as Secured Party (Party A as Chargor)	Additional Type for the purposes of Covered Transactions (IM)
EMIR	Applicable	Applicable	Not Applicable
	SIMM Exception Not Applicable	SIMM Exception Not Applicable	
	Retrospective Effect Not Applicable	Retrospective Effect Not Applicable	
Prudential	Not Applicable	Applicable	Not Applicable
		SIMM Exception Not Applicable	
		Retrospective Effect Not Applicable	
CFTC	Applicable	Not Applicable	Not Applicable
	SIMM Exception Not Applicable		
	Retrospective Effect Not Applicable		
SEC	Not Applicable	Not Applicable	Not Applicable
Canada	Not Applicable	Not Applicable	Not Applicable
Switzerland	Not Applicable	Not Applicable	Not Applicable
Japan	Not Applicable	Not Applicable	Not Applicable

Unless otherwise specified or agreed between the parties, the following principles (the “**General Principles**”) apply for the purposes of this Deed and the remaining provisions of this Deed shall be construed accordingly

(aa) One Way Provisions Applicable

Posting Party for the purposes of One Way Provisions Party B

- (bb) in respect of a Chargor and its obligations to post initial margin hereunder, any reference to the term "Regime" or "Regimes" in this Deed is to all Regimes that are specified as applicable in the above table to the other party as Secured Party provided that each such Regime will be subject to (cc) below and provisions relating to Retrospective Effect (if applicable to such Regime), be included only from the date that the applicable law requires the relevant Secured Party to collect and/or, if applicable, Chargor to post initial margin under such Regime (and only for as long as it does so)
- (cc) for the purposes of sub-paragraph (bb) above where one or more Regimes are considered to be the substitute for compliance with one or more other Regimes for the purposes of a posting obligation hereunder all such Regime(s) will nevertheless continue to be applicable absent agreement in writing between the parties to the contrary
- (dd) the parties acknowledge that the Chargor may nevertheless be obliged to post to Secured Party under a regulatory regime which is not specified as a Regime with respect to Secured Party in the above table. In the event that such regulatory regime requires an additional amount to be posted hereunder Secured Party will use reasonable endeavours to accommodate such request.
- (ee) subject to subparagraph (ff) below, ISDA SIMM™ is the specified "*Method*" for all Covered Transactions (IM) with respect to all Regimes (irrespective of asset class or as applicable category applicable to a Transaction under the relevant Regime) whereby
 - (1) ISDA SIMM™ will refer to the version of ISDA SIMM™ applicable to the relevant Secured Party,
 - (2) the margin period of risk will be as provided for in such version of ISDA SIMM™, and
 - (3) the SIMM Calculation Currency (also known as SIMM Reporting Currency) means
 - (A) in respect of Party A and its calculations USD and
 - (B) in respect of Party B and its calculations the USD
- (ff) if SIMM Exception is specified with respect to a Regime and a Secured Party in the above table, then solely for the purposes of (1) the relevant Chargor's posting obligation to such Secured Party, and (2) Covered Transactions (IM) falling within the relevant specified asset class or as applicable, category under the relevant Regime, the "*Method*" will instead be as specified in the above table
- (gg) For all Regimes and posting obligations hereunder
 - (1) in respect of a Covered Transaction (IM) under a Regime which the parties agree constitutes a 'cross-currency swap', obligations to exchange principal will, unless otherwise agreed between Party A and Party B be taken into account for the purpose of determining the Delivery Amount (IM) or Return Amount (IM) with respect to such Regime, and
 - (2) the following approaches apply for the purposes of calculations in respect of the related type of Covered Transaction (IM)
 - (A) Unless the alternative approach is specified to apply to the relevant sensitivity, sensitivities to equity indices, funds and ETFs are addressed by the standard preferred approach where the entire delta is put into the applicable asset class/category for equity indices, funds and ETFs. If the alternative approach is specified to apply to one or more of sensitivities to (x) indices, (y) funds or (z) ETFs, then in respect of the relevant sensitivities, the delta is allocated back to individual equities

standard approach applies in respect of indices funds and ETFs
 - (B) Sensitivities to commodity indices are addressed by the standard preferred approach where the entire delta is put into the applicable asset class/category for commodity indices unless specified below that the alternative approach applies whereby delta is allocated back to individual commodities

alternative approach applies,

- (hh) if more than one Regime is specified in the above table with respect to a Secured Party then in respect of the Chargor's obligations to post initial margin hereunder to such Secured Party
 - (1) the "**Delivery Amount**" (IM) or "**Return Amount**" (IM) for any Calculation Date (IM) with respect to a party as the Chargor will be the Strictest Of and
 - (2) the Valuation Percentage and FX Haircut Percentage for all Regimes with respect to Chargor's posting hereunder will be the Strictest Of
- (ii) In respect of a Chargor's posting obligation, "**Eligible Currencies**" and "**Eligible Credit Support (IM)**" will be
 - (A) in respect of Party B's posting obligation, such currencies and items (respectively) as are permitted by all Regimes applicable to the Secured Party and which meet the following conditions
 - (1) it can be transferred to the Segregated Account by Chargor pursuant to the Control Agreement (and/or any related asset schedule or operational document relating to assets held by the relevant Custodian (IM))

If a Chargor's Custodian (IM) has not agreed, pursuant to the Control Agreement, to verify that items to be transferred to the Segregated Account by or on behalf of the Chargor constitute Eligible Credit Support (IM), then Chargor will instead give the Secured Party reasonable prior notice of the items it intends to transfer

Notwithstanding the other provisions in this Deed, Japanese Collateral will not be Eligible Collateral (IM) in respect of either party's posting obligation. The parties agree that the parties will adopt solutions developed at an industry level in the derivatives market to facilitate the posting of Japanese Collateral as soon as reasonably practicable following the finalisation of such solutions provided that such solutions satisfy each party's internal legal and policy requirements (including from a tax, accounting, legal opinion coverage and regulatory perspective). Thereafter Japanese Collateral will cease to be excluded as Eligible Collateral (IM), subject to the other requirements of this Deed.

"**Book-entry Transfer Act**" means the Act Concerning Book-entry Transfer of Corporate Bonds, Stocks, etc (*Shasai Kabushikito no Furikae ni Kansuru Horitsu*) (Act No. 75 of 2001, as amended)

"**Japanese Collateral**" means Japanese law governed securities issued pursuant to the Book-entry Transfer Act

- (jj) the parties may from time to time agree in writing that other regimes also comprise "Regimes" hereunder and that the General Principles be adopted and/or amended to accommodate such additional Regimes. The Exhibit to this Deed contains terms which may be used for such purposes, and
- (kk) to the extent required by a Regime specified as applicable to its posting obligation, the Chargor will, within a reasonable period of time, procure that any cash credited to the Segregated Account is (i) transferred out of the Segregated Account pursuant to a substitution in accordance with this Deed or (ii) reinvested in accordance with any reinvestment provisions set out in the Control Agreement (unless such cash is otherwise transferred out of the Segregated Account as a Return Amount (IM)). For the avoidance of doubt, upon the expiry of such period such Cash shall not satisfy the Eligibility Requirements

"**Canada**" means Guideline E-22, Margin Requirements for Non-Centrally Cleared Derivatives issued by the Canadian Office of the Superintendent of Financial Institutions in February 2016

"**CEA**" means the US Commodity Exchange Act, as amended

"**CFTC**" means the margin requirements adopted by the US Commodity Futures Trading Commission pursuant to CEA § 4s(e)

“EMIR” means Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories (including the EMIR RTS)

“EMIR RTS” means the published regulatory technical standards on risk-mitigation techniques for OTC-derivative contracts not cleared by a CCP under Article 11(15) of EMIR

“Exchange Act” means the US Securities Exchange Act of 1934, as amended

“Japan” means the margin rules adopted by the Financial Services Agency of Japan pursuant to Article 40 Item 2 of the Financial Instruments and Exchange Act (kin'yuu shouhin torihiki hou) (Act No. 25 of 1948, as amended) and its subordinated regulations

“Prudential” means the margin requirements adopted by a “prudential regulator,” (as defined in CEA § 1a(39)) pursuant to CEA § 4s(e) and Exchange Act § 15F(e)

“SEC” means the margin requirements adopted by the US Securities and Exchange Commission pursuant to Exchange Act § 15F(e)

“ISDA SIMM™” means, where specified as the applicable Method in respect of a Regime, that the initial margin amount for the Covered Transaction(s) (IM) in the relevant asset class or, as applicable, category under the relevant Regime will be determined through use of ISDA SIMM™ as published by International Swaps and Derivatives Association, Inc. provided that (A) with respect to a Secured Party if approval of a particular version of ISDA SIMM™ by a governmental or regulatory authority is required under law applicable to such party in respect of a Regime, ISDA SIMM™ will mean the particular version of ISDA SIMM™ most recently approved (even if such approval was subsequently withdrawn) for use by such party by the applicable government or regulatory authority(ies) or (B) if such model approval is not required, the version of ISDA SIMM™ used will be the latest published model for which the implementation deadline designated by International Swaps and Derivatives Association, Inc. has passed

“Strictest Of” means

- (a) in respect of the Delivery Amount (IM) or Return Amount (IM) applicable to a Chargor's posting obligation hereunder, such amount as determined by the Calculation Agent (IM) in accordance with the following:
 - (i) first, a Delivery Amount (IM) or Return Amount (IM) will be determined in respect of each Regime applicable to such posting obligation pursuant to the Method specified as applicable to each such Regime (whereby such amount will be determined for each such Regime solely by reference to the applicable Margin Amount (IM) and Covered Transactions (IM) with respect solely to such Regime),
 - (ii) secondly, the applicable Delivery Amount (IM) or, as applicable, Return Amount (IM) to be used for the purposes of Paragraphs 3(a) and 3(b) of this Deed will be determined as follows:
 - (A) if any such Delivery Amount (IM) is greater than zero then the Delivery Amount (IM) will be the highest such Delivery Amount (IM) and the Return Amount (IM) with respect to such posting by Chargor will be zero, or
 - (B) if no such Delivery Amount (IM) is greater than zero, then the Delivery Amount (IM) will be zero and the Return Amount (IM) with respect to such posting by Chargor will be the lowest such Return Amount (IM), and
- (b) unless otherwise specified with respect to a Regime:
 - (1) the Valuation Percentage relating to a posting obligation to be applied to a security will be the highest Valuation Percentage which also meets all of the requirements with respect to haircuts (other than currency mismatch haircuts) under all Regimes for that type of security, and
 - (2) the FX Haircut Percentage relating to a posting obligation will be the highest haircut percentage applicable under all Regimes for a currency mismatch with the Termination Currency applicable to the relevant Secured Party (and for the purpose of any Regime that requires a single designated currency to be selected with respect to a posting party for the purpose of applying the FX haircut percentage under that Regime, the Termination Currency will be the designated currency)

The parties will as soon as reasonably practicable following the request of either party update their Control Agreement (and/or any related asset schedule or operational document relating to assets held by the relevant Custodian (IM)) or, if applicable, the types of items which constitute Eligible Credit Support (IM) specified in this Paragraph 13 to the extent any such percentages change

“Switzerland” means the margin rules adopted by the Swiss Federal Council pursuant to Article 110-111 of the Financial Market Infrastructure Act as well as the Articles 100 to 107 and the Annexes 3 to 5 of the Financial Market Infrastructure Ordinance

(a) **Base Currency**

- (i) “**Base Currency**” means United States Dollar

(b) **“Covered Transactions (IM)”, Security Interest for “Obligations”.**

- (i) The term “**Covered Transactions (IM)**” as used in this Deed means, in respect of a Regime, any outstanding Transaction that is of a type which is when entered into either
- (A) subject to law applicable to either party requiring the collection or delivery of initial margin under such Regime, or
- (B) is an Additional Type for such Regime and the relevant Regime is at such time in effect (such time it is in effect, the “**Regime Effective Time**”) such that Transactions are capable at such time of falling under sub-paragraph (A) above

provided that if “**Retrospective Effect**” is specified as applicable to a Regime (a “**Retrospective Regime**”) then all Covered Transactions (IM) under all other Regimes with an earlier Regime Effective Time will to the extent that they would have been Covered Transactions (IM) under such Retrospective Regime had such Transactions been entered into at or after the Regime Effective Time of the Retrospective Regime be deemed to be Covered Transactions (IM) for such Retrospective Regime

For the purposes of the foregoing a Transaction will be deemed to be entered into if an amendment novation or other event occurs with respect to such Transaction such that either party is required to collect or deliver initial margin in respect of such Transaction under the relevant Regime

- (ii) The term “**Obligations**” as used in this Deed includes the following additional obligations None specified (subject to the One Way Provisions, if applicable)

(c) **Credit Support Obligations**

- (i) “**Margin Amount (IM)**” means for any Calculation Date (IM), a posting obligation of a Chargor and a Regime the Base Currency Equivalent of an amount determined by such Calculation Agent (IM) equal to the sum of the initial margin amounts in respect of the Covered Transaction(s) (IM) determined using the Method applicable to such Regime

- (ii) “**Calculation Agent (IM)**” for each party as the Chargor will be the Demanding Party for purposes of Paragraphs 3, 4(d) and 5 and the Secured Party for the purposes of Paragraph 4(e)

“**Demanding Party**” means the party making the demand

(iii) **Delivery Amount (IM), Return Amount (IM) and Credit Support Amount (IM)**

- (A) **Delivery Amount (IM)**’ has the meaning specified in Paragraph 3(a) subject to the General Principles
- (B) **Return Amount (IM)**’ has the meaning specified in Paragraph 3(b) subject to the General Principles
- (C) **‘Credit Support Amount (IM)’** has the meaning specified in Paragraph 12 subject to the General Principles

(iv) ***Ineligible Credit Support (IM) Provisions***

- (A) ***Ineligible Credit Support (IM)*** Upon effective delivery of an Ineligibility Notice by a party with respect to a posting obligation of a Chargor hereunder (i) each item (or a specified amount of such item) identified in such notice will, to the extent comprised in the related Posted Credit Support (IM), have a Value of zero on and from the Ineligibility Date with respect to such posting obligation, and (ii) save in circumstances where the Secured Party objected to the transfer of such item to the Segregated Account prior to such transfer by virtue of such item not comprising Eligible Credit Support (IM) until the occurrence of such Ineligibility Date there shall be no Potential Event of Default or Event of Default arising solely out of such type of items comprising Posted Credit Support (IM) with respect to such posting obligation. The parties will use reasonable endeavours, as soon as reasonably practicable following effective delivery of such notice, to update the Control Agreement (and/or any related asset schedule or operational document relating to assets held by the relevant Custodian (IM)) or, if applicable, the types of items which constitute Eligible Credit Support (IM) specified in this Paragraph 13 in order to mitigate against the risk of such event recurring.

For the avoidance of doubt, property credited at any time to the Segregated Accounts (which has not been transferred to the Chargor pursuant to the provisions of this Deed or otherwise debited from the relevant Segregated Account) but which no longer constitutes Eligible Credit Support (IM) as at such time pursuant to this Paragraph 13 will be subject to the security interest granted under Paragraph 2(b) of this Deed.

For the purpose of limb (ii) of the definition of Value, Posted Credit Support (IM) that consists of items that are in respect of the relevant posting obligation, the subject of a continuing Ineligibility Notice, will be deemed to have a value of zero from and including the applicable Ineligibility Date and provided the relevant failure to meet the Eligibility Requirements is continuing (and for so long as such failure is continuing).

- (B) ***Return of Posted Credit Support (IM) with a Value of Zero*** Subject to Paragraph 4(a) (if applicable), the Secured Party will, promptly upon demand (but in no event later than the latest time at which an instruction is required to be served under Paragraph 4(c) with respect to a demand for the transfer of Posted Credit Support (IM)), instruct the Custodian (IM) to transfer to the Chargor any item of Posted Credit Support (IM) (or the specified amount of such item) that as of the date of such demand has a Value of zero in respect of the Chargor's posting obligation, provided that the Secured Party will only be obligated to instruct the Custodian (IM) to transfer any Posted Credit Support (IM) in accordance with this Paragraph 13(c)(iv)(B), if, as of the date of instruction, the Chargor has satisfied all of its transfer obligations under this Deed, if any.
- (C) ***Reinstatement of Credit Support Eligibility*** Upon a reasonable request by the Chargor, the Secured Party will determine whether an item (or a specified amount of such item) that was the subject of a prior Ineligibility Notice would currently satisfy the Eligibility Requirements applicable to the Chargor and/or the Secured Party in respect of a Chargor's posting obligation hereunder. If the Secured Party determines that as of such date of determination such item (or specified amount of such item) satisfies the Eligibility Requirements the Secured Party will, promptly following such determination, rescind the relevant Ineligibility Notice with respect to such item (or specified amount of such item) by written notice to the Chargor. Upon effective delivery of such notice, the relevant item (or specified amount of such item) will no longer be deemed to have a Value of zero by virtue of such prior Ineligibility Notice. The parties will use reasonable endeavours, as soon as reasonably practicable following effective delivery of such notice to update the Control Agreement (and/or any related asset schedule or operational document relating to assets held by the

relevant Custodian (IM)) or if applicable, the types of items which constitute Eligible Credit Support (IM) specified in this Paragraph 13

(D) ***Certain Definitions***

“Eligibility Requirements” means in respect of an item of Eligible Credit Support (IM) and a party

- (i) the requirements for such item to be Eligible Credit Support (IM) as specified herein and
- (ii) collateral eligibility requirements under law applicable to such party requiring the collection and/or posting of initial margin

For the purposes of construing the Eligibility Requirements, the relevant requirements under law may be applied on a portfolio basis (including, without limitation, for the purposes of applying any concentration limits) such that an entire portfolio or group of items may be the subject of an Ineligibility Notice and will include if relevant, whether or not the relevant item comprises financial collateral (or equivalent) for the purposes of the Regulations and/or the Directive 2002/47/EC of the European Parliament and Council of 6th June 2002 on financial collateral arrangements as implemented in the relevant jurisdiction

“Ineligibility Date” means the date on which the relevant item (or a specified amount of such item) has ceased to satisfy (or never did satisfy), or will cease to satisfy, the Eligibility Requirements applicable to the relevant party for all purposes hereunder, provided that if it never did satisfy the Eligibility Requirements or such date is earlier than the fifth Local Business Day following effective delivery of such Ineligibility Notice, then the Ineligibility Date will be the fifth Local Business Day following effective delivery of such Ineligibility Notice

“Ineligibility Notice” means a written notice from a party to the other party in which the notifying party

- (i) represents that it has determined that one or more items (or a specified amount of any such item) has ceased to satisfy (or never did satisfy) or as of a specified date will cease to satisfy any of the Eligibility Requirements,
- (ii) lists the item(s) (and, if applicable, the specified amount) that have ceased to satisfy (or never did satisfy) or as of a specified date will cease to satisfy, any of the Eligibility Requirements,
- (iii) describes the reason(s) why such item(s) (or the specified amount thereof) have ceased to satisfy (or never did satisfy), or will cease to satisfy, any of the Eligibility Requirements, and
- (iv) specifies the Ineligibility Date (if applicable)

(v) **Thresholds; Minimum Transfer Amount (IM), Rounding**

(A) **"Threshold"** means with respect to Party A USD 46,000,000, unless otherwise agreed between the parties

"Threshold" means with respect to Party B USD 50,000,000, unless otherwise agreed between the parties

(B) **"Minimum Transfer Amount (IM)"** means with respect to Party A at any time USD 100,000, unless otherwise agreed between the parties

"Minimum Transfer Amount (IM)" means with respect to Party B at any time USD 100,000, unless otherwise agreed between the parties,

provided that if the Credit Support Amount (IM) at such time with respect to a party as Chargor is zero, the Minimum Transfer Amount (IM) with respect to the other party as Secured Party shall be zero

(C) **Rounding**

(1) The Delivery Amount (IM) will be rounded up to the nearest integral multiple of 10,000 units of the Base Currency, and

(2) The Return Amount (IM) will be rounded down to the nearest integral multiple of 10,000 units of the Base Currency,

provided that if the Credit Support Amount (IM) at such time with respect to a party as Chargor is zero the Return Amount (IM) will not be rounded

(vi) **Transfer Timing "Regular Settlement Day"** has the meaning specified in Paragraph 12, unless otherwise specified here Not specified

(d) **Calculation(s) and Timing**

(i) **"Calculation Date (IM)"** has the meaning specified in Paragraph 12

For purposes of determining the Calculation Date (IM), **"Calculation Date Location (IM)"** ** means, with respect to each party, each city, region, or country specified below

Party A London

Party B London

(ii) **"Calculation Time (IM)"** has the meaning specified in Paragraph 12

(iii) **"Notification Time"** has the meaning specified below

With respect to Party A acting in its capacity as Chargor and Party B acting in its capacity as Secured Party 12 00 noon London time, on a Local Business Day

With respect to Party B acting in its capacity as Chargor and Party A acting in its capacity as Secured Party 12 00 noon, London time on a Local Business Day

* If applicable, a party can specify more than one Calculation Date Location (IM)

(e) **Conditions Precedent**

- (1) The provisions of Paragraph 4(a) will apply, unless otherwise specified here

Not specified

- (2) For purposes of the provisions of Paragraph 4(a), a Chargor Rights Event or Secured Party Rights Event with respect to the other party shall constitute a “
- Specified Condition**
- ” For purposes of the definitions of NEC Event, Secured Party Rights Event or Chargor Rights Event (in each case, if applicable) the following Termination Event(s) will be an “
- Access Condition**
- ” with respect to the party specified if (a) that party is an Affected Party with respect to such Termination Event, and (b) all Transactions are Affected Transactions

	Party A	Party B
Illegality	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Force Majeure Event (to the extent the relevant Agreement includes Force Majeure Event)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tax Event	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tax Event Upon Merger	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Credit Event Upon Merger	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Additional Termination Event(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

(f) **Substitution.**

- (i) “**Substitution Date**” has the meaning specified in Paragraph 4(e)(iii), and
- (ii) **Consent** If specified here to be not applicable, the Chargor does not need to obtain the Secured Party’s consent for any substitution pursuant to Paragraph 4(e) Consent is Applicable, provided that Paragraph 4(e) will be subject to Paragraph 13(n)(v) (Relationship with the Control Agreement)

(g) **Dispute Resolution**

- (i) “**Resolution Time**” means 1 00 p m , London time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 5
- (ii) “**Recalculation Date**” means the Calculation Date (IM) that gives rise to the dispute under Paragraph 5, *provided* that if a subsequent Calculation Date (IM) occurs under Paragraph 3 prior to the resolution of the dispute, then the “Recalculation Date” means the most recent Calculation Date (IM) under Paragraph 3
- (iii) **Credit Support Amount (IM).** For the purpose of Paragraph 5(a)(4)(i) the Credit Support Amount (IM) will be calculated as follows The parties agree to consult in good faith and in a commercially reasonable and timely manner to resolve the dispute and agree on the amount of the relevant Credit Support Amount (IM) The Calculation Agent (IM) will recalculate the Credit Support Amount (IM) using the amount agreed by the parties
- (iv) **Value** For the purpose of Paragraph 5(a)(4)(i) and Paragraph 5(a)(4)(ii) the Value of Posted Credit Support (IM) will be calculated as follows The parties agree to consult in good faith and in a commercially reasonable and timely manner to resolve the dispute and agree on the Value The Calculation Agent (IM) will recalculate related amounts using such amount agreed by the parties
- (v) **Alternative** The provisions of Paragraph 5 will apply

(h) ***“Secured Party Rights Event”*** means

(1) an Early Termination Date in respect of all Transactions has occurred or been designated as the result of an Event of Default or Access Condition with respect to the Chargor or

(2) an Event of Default has occurred and is continuing with respect to the Chargor and its obligation to pay an amount under Section 6(e) of the Agreement relating to an Early Termination Date with respect to all outstanding Transactions

(i) ***Notice of Exclusive Control*** Each party as the Secured Party covenants to the other party as the Chargor that (a) it will not give a Notice of Exclusive Control under the Control Agreement unless and until an NEC Event occurs and is continuing and that it will deliver a copy of the Notice of Exclusive Control to the Chargor when it is delivered to the Custodian (IM) and (b) it will not exercise any rights of access in respect of the Posted Credit Support (IM) held by the Custodian (IM) arising from delivery of such Notice of Exclusive Control unless and until a Secured Party Rights Event occurs and is continuing

‘NEC Event’ means

(A) where the Control Agreement permits delivery of a Notice of Exclusive Control separately from instructions from the Secured Party to the Custodian (IM) regarding the transfer of assets from the relevant Segregated Account (1) an Event of Default or Access Condition with respect to the Chargor has occurred and is continuing or (2) an Early Termination Date (in respect of all Transactions) has occurred or been designated as the result of an Event of Default or Access Condition with respect to the Chargor, or

(B) otherwise, a Secured Party Rights Event has occurred and is continuing

“Notice of Exclusive Control” means a notice that a secured party is entitled to give under the Control Agreement that has or will have the effect of giving such party the exclusive right to direct the Custodian (IM) to block withdrawals or to control the Posted Credit Support (IM)

(j) ***“Chargor Rights Event”*** means (1) an Early Termination Date has occurred or been designated as the result of an Event of Default or Access Condition with respect to the Secured Party, (2) the Chargor has provided a statement to the Secured Party in respect of such Early Termination Date pursuant to Section 6(d) of the Agreement and (3) an amount under Section 6(e) of the Agreement is payable to Chargor, is zero or was payable by Chargor but has been discharged in full together with any accrued interest (including, without limitation, pursuant to the Delivery in Lieu Right, if applicable), unless otherwise specified below

As above, provided that, notwithstanding anything to the contrary in such definition, to the extent that the Control Agreement does not include a delay of at least two business days (as defined in the relevant Control Agreement) between the service of a Pledgor Access Notice and the Pledgor Access Notice enabling the Pledgor to direct the Custodian (IM) to block withdrawals or to control the Posted Credit Support (IM), then the Chargor Rights Event may not occur earlier than the second Local Business Day following provision of a statement to the Secured Party pursuant to Section 6(d) of the Agreement

(k) ***Chargor Additional Rights Event*** If specified as applicable here, has the meaning specified below not applicable

“Chargor Additional Rights Event” means Not applicable

(l) **Chargor Access Notice**

Each party as the Chargor covenants to the other party as the Secured Party that

(a) it will not give a Chargor Access Notice under the Control Agreement unless and until a Chargor Rights Event occurs and that it will deliver a copy of the Chargor Access Notice to the Secured Party when it is delivered to the Custodian (IM) and

(b) it will not exercise any rights or remedies arising from the delivery of such Chargor Access Notice with respect to Posted Credit Support (IM) held by the Custodian (IM) unless and until a Chargor Rights Event occurs

except where it does so to exercise the Delivery in Lieu Right, if applicable or in order to exercise its right to return of Posted Credit Support (IM) pursuant to Paragraph 8(d) of this Deed

“**Chargor Access Notice**” means a notice that a chargor is entitled to give under the Control Agreement that has the effect of giving such party exclusive right to direct the Custodian (IM) to block withdrawals or to control the Posted Credit Support (IM)

(m) **Modification to Chargor’s Rights and Remedies** If specified as applicable here, the below (the “**Delivery in Lieu Right**”) will be inserted at the end of Paragraph 8(b) applicable

“The Chargor may, without the consent of the Secured Party, direct the Custodian (IM) to transfer to the Secured Party so much of the Posted Credit Support (IM) as is the Cash equivalent by reference to the fair market value at or about the time of such transfer as determined by the Chargor necessary to satisfy (together with any other payments already made by the Chargor) all amounts payable by the Chargor pursuant to Section 6(e) (together with any accrued interest) such that a Chargor Rights Event occurs. Such Section 6(e) payment obligation (together with any accrued interest) of Chargor will be deemed satisfied to the extent of such transfer. For the avoidance of doubt, the Chargor in all events will remain liable for any amounts remaining unpaid after such transfer, and to the extent of any transfer of Posted Credit Support (IM) under this subsection, the Chargor waives any right to redemption or to require the Secured Party to make disposition of account for any surplus in respect of, or request the sale of such Posted Credit Support (IM) by the Secured Party.”

(n) **Custody Arrangements**

The Custodian (IM) and Segregated Account details in respect of each party as Chargor are

	Party A	Party B
Name of Custodian (IM)	Not applicable	The Bank of New York Mellon, London Branch
Segregated Account Details	Not applicable	As per Control Agreement

- (i) **“Control Agreement”** means with respect to a party as Chargor and the other party as the Secured Party the account control agreement among such party as the Chargor the other party as the Secured Party and the relevant Custodian (IM) entered into in relation to each relevant Segregated Account
- (ii) **Custodian (IM) Risk** The provisions of Paragraph 6(b) will apply unless otherwise specified below
 - (A) Party A as the Secured Party and Party B as the Chargor Not specified
 - (B) Party B as the Secured Party and Party A as the Chargor Not specified

- (iii) **Custodian Event** If specified as applicable here, has the meaning specified below applicable

‘Custodian Event’ means, unless otherwise specified below, with respect to the Chargor and its posting obligation hereunder (1) any failure of the Chargor’s Custodian (IM) to comply with appropriate instructions sent by the Chargor to effect any transfer obligation of the Chargor in accordance with this Deed (other than any such failure caused solely by the action or inaction of the Chargor), (2) the Chargor’s Custodian (IM) ceases to comply with or perform, or is otherwise unable to comply with or perform, any agreement or obligation to be complied with or performed by it in accordance with the Control Agreement, (3) notice by the Chargor’s Custodian (IM) is given to terminate the Control Agreement or the Control Agreement expires or terminates, whether in accordance with the terms thereof or otherwise, (4) the Chargor’s Custodian (IM) disaffirms, disclaims repudiates or rejects in whole or in part, or challenges the validity of the Control Agreement, or (5) the Chargor’s Custodian (IM) makes a unilateral amendment to the terms of the Control Agreement or its status otherwise changes, in either case resulting in either of the parties ceasing to be in compliance with their regulatory obligations as determined by such party acting in good faith and in a commercially reasonable manner

If such Custodian Event has occurred and is continuing after the CE End Date, it will constitute an Additional Termination Event under the Agreement and unless otherwise specified below, for purposes of such Additional Termination Event

- (A) each Covered Transaction (IM) will be an Affected Transaction and
- (B) both the Chargor and the Secured Party will be the Affected Parties

For as long as the Custodian Event is continuing but prior to the relevant CE End Date, the Chargor will attempt to identify a replacement custodian arrangement which is acceptable to the Secured Party and the parties agree to use reasonable endeavours to negotiate in good faith and implement such amendments to the terms of this Deed as are reasonably necessary

‘CE End Date’ means, in relation to a Custodian Event the earlier to occur of

- (1) (A) other than in the case of a Custodian Event with respect to limb (3), the day falling 90 days after the occurrence of such event
- (B) in the case of a Custodian Event with respect to limb (3) where advance notice is given in accordance with the Control Agreement, the later of
 - (x) the date the notice is given and
 - (y) the 30th calendar day to fall prior to the date on which the Control Agreement will terminate in accordance with its terms with respect to such notice (such date of termination under the Control Agreement being the **“Release Date”**),

provided that if

(i) an Early Termination Date has been designated in respect of the Covered Transactions (IM) as a result of this Additional Termination Event and

(ii) on the date falling 14 calendar days prior to the Release Date only one party has effectively provided a statement (the "*Timely Statement*") to the other party pursuant to Section 6(d) of the Agreement.

then, notwithstanding the provisions of Section 6(e)(ii)(2) (*Two Affected Parties*) of the Agreement the amount payable under Section 6(e) shall be determined and be payable solely on the basis of the Timely Statement (as if for all purposes, the party which has provided the Timely Statement were the party which is not the Affected Party and the other party were the sole Affected Party) or

(C) in case of a Custodian Event with respect to limb (3) where there is no advance notice in accordance with the Control Agreement, the date the Control Agreement expires or terminates, and

(2) effective delivery of a notice by a party that a Regulatory Event has occurred with respect to such party in respect of such Custodian Event (specifying in such notice the nature of such Regulatory Event)

Any event or circumstance that constitutes or gives rise to a Custodian Event will not constitute or give rise to an Event of Default under Section 5(a)(iii)

"*Regulatory Event*" means, in respect of a party and a Custodian Event, that

(1) such party has received notice in writing from the relevant governmental or regulatory authority with proper jurisdiction that it has ceased or will cease to comply with its regulatory obligations under any Regime, or

(2) a relevant governmental or regulatory authority with proper jurisdiction has made a public statement to the effect of (1),

in each case as a result of the occurrence of such Custodian Event

(iv) ***The Control Agreement as a Credit Support Document*** The Control Agreement will not be a Credit Support Document with respect to a party unless otherwise specified here

Not specified

(v) ***Relationship with the Control Agreement.***

(A) Notwithstanding any provision to the contrary in the Control Agreement this Deed will prevail over the Control Agreement it being recognized that the Control Agreement is a means by which a party can perform their obligations or, as applicable exercise their rights hereunder except that

(1) each of the Chargor and the Secured Party consent to any substitutions of Posted Credit Support (IM) for replacement Eligible Credit Support (IM) (or other assets) that are made by the Chargor and/or the Custodian (IM) in accordance with the terms of the Control Agreement (without prejudice to the subsequent application of the Ineligible Credit Support (IM) provisions)

(2) notwithstanding differences in methodology or timing if the Custodian (IM) determines a Value (or any component thereof) and/or Base Currency Equivalent pursuant to the terms of the Control Agreement then such Value and/ or Base Currency Equivalent so determined will be used (and the Calculation Agent (IM) will not be obliged to make such determination) provided that where an item has a Value of zero by virtue of an Ineligibility Notice then it will do so for the purposes of this Deed irrespective of the Custodian (IM) Value,

- (3) the Secured Party and the Chargor will not be required to serve demands under Paragraph 3(a) or Paragraph 3(b) respectively if such demands are effectively made under the terms of the Control Agreement (and both will be deemed to be Demanding Parties hereunder to the extent that both parties are required (or entitled) under the Control Agreement to convey instructions to the Custodian (IM) which reflects the calculations hereunder),
- (4) the parties will give such instructions contemplated by the Control Agreement to the Custodian (IM) as may be necessary in order for obligations hereunder to be performed or rights hereunder to be exercised (or exercisable) by a party, and where applicable no later than the Notification Time. For the avoidance of doubt, the Secured Party will bear no liability for any failure of the Custodian (IM) to effect the transfer of any Return Amount (IM) if the Secured Party has sent the appropriate instructions (if any are required), and
- (5) the Secured Party's obligations under paragraph 8(b)(ii) or the operation of the Delivery in Lieu Right (if applicable) is without prejudice to any delay or contest period expressly specified in the Control Agreement that applies in such circumstances

(vi) **Other Provisions.**

None specified

(o) **Additional Representation(s)**

Party A/Party B represents to the other party (which representation(s) will be deemed to be repeated as of each date on which it, as the Chargor, transfers Eligible Credit Support (IM)) that

None specified

- (p) **Additional information relating to Regulatory Compliance and Concentration Limits** Each party will as soon as reasonably practicable following request by the other party provide such information as to its classification under a regulatory regime as may be reasonably required from time to time. Unless otherwise expressly agreed, any misrepresentation with respect to such information will not constitute an Event of Default or Potential Event of Default under the Agreement in respect of such party.

(q) ***Demands and Notices***

All demands, specifications and notices under this Deed will be made pursuant to the Notices Section of the Agreement unless otherwise specified here

Party A
Address Peterborough Court
133 Fleet Street
London EC4A 2BB
Attention Collateral Management
Tel +44 207 552 0080
Fax +44 207 552 7323
Email margin-calls-europe@nyemail.gs.com

Party B
Address 10 The South Colonnade
London, E14 4PU
Attention The Collateral Management Team
Tel +44 (0)20 7773 1018
Fax +44 (0)20 7516 7494
Email raOTCCollateral@barclayscapital.com

(r) ***Addresses for Transfers.***

Party A *To be advised*

Party B as advised from time to time

(s) ***“Other CSA”*** has the meaning specified in Paragraph 12

(t) ***Process Agent*** For the purpose of Paragraph 11(h) of this Deed

Party A appoints as its Process Agent *not applicable*
Party B appoints as its Process Agent *not applicable*

(u) ***Valuation of Appropriated Collateral.***

The provisions of Paragraph 8(a)(v) shall apply with respect to the exercise of any appropriation right in relation to any Posted Credit Support (IM), unless otherwise specified here Not specified

(v) ***Amendment to “Termination Currency”*** The definition of “Termination Currency” has the meaning specified in the Schedule to the Agreement, unless a currency is specified below as the “Termination Currency”

Not Applicable

(w) ***Other Provisions***

(i) If ***“One Way Provisions”*** are specified as applicable under the General Principles the following provisions will apply

- (A) The term “**Chargor**” as used in this Deed means the Posting Party only and the term “Secured Party” as used in this Deed means the party who is not the Posting Party (the “**Other Party**”) and the remaining provisions of the Deed shall be construed accordingly

In particular but without limitation

(a) only the Other Party will (i) benefit from the security interest created under this Deed by Posting Party and (ii) have the right to require a transfer of a Delivery Amount (IM) under Paragraph 3

(b) the Other Party does not undertake any of the covenants or grant any of the rights with respect to itself or its property that it would otherwise undertake or grant as Chargor under this Deed and

(c) each Other CSA shall only be amended in accordance with Paragraph 1(c)(Scope of this Deed and Each Other CSA) in relation to an “Independent Amount” arising thereunder with respect to Posting Party as the collateral giver (howsoever defined therein)

- (B) The following additional obligations will be included in the term “Obligations” for the purposes of Paragraph 13(b)(ii) “With respect to Posting Party as Chargor, all present future, actual and contingent obligations of the Posting Party to the Other Party under any Other CSA (including, without limitation to pay default interest or equivalent amounts arising from a failure by Posting Party as a secured party thereunder to comply with its obligations to transfer or otherwise procure the return of initial margin to the Other Party)”

- (ii) If ISDA SIMM™ or another model, including a model operated by a third-party vendor or the other party, is to be used for any purposes hereunder and a party loses an approval required from any governmental or regulatory authority for such use or such use is otherwise prohibited by a governmental or regulatory authority, then it will not constitute an Event of Default or Termination Event under the Agreement

MAC11579_IM

IN WITNESS of which this Deed has been executed as a deed and has been delivered on the date first above written

EXECUTED AS A DEED and THE COMMON SEAL of
GOLDMAN SACHS INTERNATIONAL
was duly affixed and signed by either two Directors, two Managing
Directors or a Director/Managing Director and a Secretary duly
authorised by, and pursuant to, the resolution of the Board of
Directors of Goldman Sachs International dated 29 March 2011, on
this day of August 2016

REDACTED UNDER S 199(2) OF
THE COMPANIES ACT 2006

(Signature)

JONNY CHEATZ (Print name)

REDACTED UNDER S 199(2) OF THE COMPANIES
ACT 2006

(Signature)

CHRISTOS NIFADOPOULOS (Print name)

Managing Director/Secretary



1448

MAC11579_IM

BARCLAYS BANK PLC

EXECUTED as a deed by Barclays Bank PLC

acting by

acting under the authority of that company in the presence of

Witness's Signature

Witness's Name

Witness's Address

REDACTED UNDER S.159G
OF THE COMPANIES ACT
2006

RICHARD TALLETT

REDACTED UNDER S.159G OF THE COMPANIES ACT
2006

) REDACTED UNDER
) S.159G OF THE
) COMPANIES ACT 2006
) (Signature)

Wing Man
Authorised Attorney

EXECUTION VERSION

Exhibit to Paragraph 13 (template provisions for the purposes of adding a New Regime)

The parties may from time to time agree to new Regimes hereunder in writing. The below provisions have been included in this Exhibit to facilitate such addition of Regimes pursuant to a separately documented amendment agreement.

Additional Regimes

With effect from [●], the below "Additional Regimes" will comprise Regimes for all purposes of the Deed

Additional Regime	Party A as Secured Party (Party B as Chargor)	Party B as Secured Party (Party A as Chargor)	Additional Type for the purposes of Covered Transactions (IM)
[specify]	[Applicable/ Not Applicable]	[Applicable/ Not Applicable]	[specify/ Not applicable]

Elections for Additional Regimes:

[For each such Additional Regime, the Method in respect of each asset class or, as applicable, category thereunder, the applicable Valuation Percentage and the applicable FX Haircut Percentage will be as specified in the table below

Additional Regime	Asset Class/Category	Method	Valuation Percentage	FX Haircut Percentage	[Other]
[specify]	[_____]	[ISDA SIMM™/Other Model/IM Schedule /Other/No Margin]	[As per General Principles/ specify other]	[As per General Principles/ specify other]	
	[_____]	[ISDA SIMM™/Other Model/IM Schedule /Other/No Margin]			
[specify]	[_____]	[ISDA SIMM™/Other Model/IM Schedule /Other/No Margin]	[As per General Principles/ specify other]	[As per General Principles/ specify other]	
	[_____]	[ISDA SIMM™/Other Model/IM Schedule /Other/No Margin]			

[For the avoidance of doubt, to the extent that the elections made with respect to any Additional Regime are different to the General Principles then such elections will only apply to such Additional Regime. If any such election relates to the Valuation Percentage or FX Haircut Percentage then such Additional Regime will not be included for the purposes of determining the Strictest Of with respect to other Regimes (such that, without limitation, the Value of the Substitute Credit Support (IM) and the Posted Credit Support (IM) to be exchanged for purposes of Paragraph 4(e)(iii) will be based on the Regime that will result in the least amount of Posted Credit Support (IM) to be transferred by the Custodian (IM) on the instruction of the Secured Party)

For the purposes of [all] such Additional Regimes

(A) [Unless the alternative approach is specified to apply to the relevant sensitivity sensitivities to equity indices funds and ETFs are addressed by the standard preferred approach where the entire delta is put into the applicable [asset class/category] for equity indices funds and ETFs. If the alternative approach is

specified to apply to one or more of sensitivities to (x) indices, (y) funds or (z) ETFs then in respect of the relevant sensitivities, the delta is allocated back to individual equities]

[standard approach applies in respect of [indices][funds][and ETFs]]

[alternative approach applies in respect of [indices][, funds][and ETFs]]

(B) [Sensitivities to commodity indices are addressed by the standard preferred approach where the entire delta is put into the applicable [asset class/category] for commodity indices, unless specified below that the alternative approach applies whereby delta is allocated back to individual commodities]

[standard approach applies][alternative approach applies]

[“*Other Model*” means

“*IM Schedule*” means

“*Other*” means

“*No Margin*” means the initial margin amount required for the applicable Asset Class/Category is zero]