



Registration of a Charge

Company name: **BARCLAYS BANK PLC**

Company number: **01026167**

Received for Electronic Filing: **18/10/2019**



X8GCGBMB

Details of Charge

Date of creation: **04/10/2019**

Charge code: **0102 6167 0232**

Persons entitled: **THE BANK OF NEW YORK MELLON AS TRUSTEE (AS TRUSTEE FOR THE SECURED PARTIES)**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

CLIFFORD CHANCE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1026167

Charge code: 0102 6167 0232

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th October 2019 and created by BARCLAYS BANK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th October 2019 .

Given at Companies House, Cardiff on 21st October 2019

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION

4 October 2019

BARCLAYS BANK PLC

as Borrower

and

THE BANK OF NEW YORK MELLON

as Trustee

and

THE BANK OF NEW YORK MELLON

as Agent Lender

DEED OF SECURITY

EXECUTION

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THIS DEED OF SECURITY (the "Deed") has been made on 4 October 2019

BETWEEN:

- (1) **BARCLAYS BANK PLC**, a company incorporated under the laws of England and Wales, whose registered office is at 1 Churchill Place, London, E14 5HP (the "**Borrower**");
- (2) **THE BANK OF NEW YORK MELLON**, a banking corporation organised pursuant to the laws of the State of New York (the "**Trustee**" which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees pursuant to this Deed) as trustee for the Secured Parties; and
- (3) **THE BANK OF NEW YORK MELLON**, a banking corporation organised pursuant to the laws of the State of New York acting in its capacity as arranger of its agency lending and cash reinvestment service (the "**Agent Lender**").

WHEREAS:

- (A) Borrower intends to enter into one or more securities lending transactions and repurchase transactions and/or reverse repurchase transactions with the Secured Parties, each such transaction entered into under the terms of the applicable Pledge GMSLA, Repo Agreement or Title Transfer GMSLA.
- (B) To secure its obligations to the Secured Parties under the Pledge GMSLAs, Repo Agreements and Title Transfer GMSLAs and its obligations to the Trustee under this Deed, the Borrower has agreed to enter, *inter alia*, into this Deed and the CACA.

NOW, THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Unless otherwise defined herein or the context requires otherwise, capitalised terms used in this Deed have the meanings ascribed to them in the Pledge GMSLAs, the Title Transfer GMSLAs, the Repo Agreements, or the CACA (as applicable). In addition:

"**Account(s)**" means each account with the Custodian in the name of the Borrower subject to the terms of the CACA as specified in schedule 3 to the CACA and including any successor account(s) (including following any redesignation, renumbering or other modification from time to time) to those so specified which are subject to the terms of the CACA and "**Account**" shall be construed accordingly.

"**Administration Event**" means:

- (i) the presentation of an application to the court for the making of an administration order in relation to the Borrower; or

- (ii) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an administrator of the Borrower or the filing of such a notice with the court.

"Allocated Collateral" means the Collateral in the Account(s) notionally allocated to each Securities Lending Client under a Pledge GMSLA by the Agent Lender from time to time and as notified by the Agent Lender to the Borrower from time to time.

"Assigned Repo Agreement" means a Repo Agreement created pursuant to the replication and amendment agreement dated 4 October 2019 between the Borrower and The Bank of New York Mellon, amongst other things, replicating and amending the global master repurchase agreement between the Borrower and The Bank of New York Mellon dated 20 January 2005 as amended, restated and/or supplemented from time to time.

"Assigned Rights" means any rights of the Borrower in respect of a Securities Lending Client under:

- (a) paragraph 10.2(ii) of an Assigned Title Transfer GMSLA substantially in the form of the 2000 GMSLA; and
- (b) paragraph 10(c)(ii) of an Assigned Repo Agreement substantially in the form of the 2000 GMRA

"Assigned Title Transfer GMSLA" means a Title Transfer GMSLA created pursuant to the replication and amendment agreement dated 4 October 2019 between the Borrower and The Bank of New York Mellon, amongst other things, replicating and amending the global master securities lending agreement between the Borrower and The Bank of New York Mellon dated 19 February 2003 as amended, restated and/or supplemented from time to time.

"CACA" means the global collateral account control agreement (segregated for pledged collateral – English law) (as amended and supplemented from time to time) between the Custodian, the Borrower, and the Trustee in its capacity as Agent Lender and Secured Party dated 4 October 2019.

"Charged Property" means all of the assets, rights and undertakings of the Borrower which from time to time are the subject of any Security created or expressed to be created by it in favour of the Trustee by or pursuant to this Deed.

"Collateral Rights" means all rights, powers and remedies of the Trustee provided by or pursuant to this Deed or by law.

"Custodian" means the securities intermediary identified in the CACA and at which the Account(s) are held.

"Delegate" means any person appointed pursuant to Clause 16.2 (*Delegation*) and any person appointed as an attorney of the Trustee and/or any Receiver.

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Enforcement Event" means (i) the occurrence of an Event of Default (as defined in any Pledge GMSLA) in respect of the Borrower under a Pledge GMSLA, (ii) the occurrence of an Event of Default (as defined in any Title Transfer GMSLA) in respect of the Borrower under a Title Transfer GMSLA, (iii) the occurrence or designation of an Early Termination Date (as defined in any Repo Agreement substantially in the form of a 2011 GMRA) following an Event of Default (as defined in any Repo Agreement substantially in the form of a 2011 GMRA) in respect of the Borrower under a Repo Agreement substantially in the form of a 2011 GMRA, or (iv) the occurrence of an Event of Default (as defined in any Repo Agreement substantially in the form of a 2000 GMRA) in respect of the Borrower under a Repo Agreement substantially in the form of a 2000 GMRA, or (v) the occurrence of any of the events listed in sub-paragraphs (b) and (e) to (h) of Clause 4.9 (*Crystallisation: automatic*).

"Excluded Items" means (i) the security created by this Deed, (ii) a lien routinely imposed on all securities in a clearing system in which any Charged Property may be held or (iii) any security interest in favour of the Custodian expressly referred to in the CACA.

"Investments" means any:

- (i) stocks, shares, debentures, securities, bonds and certificates of deposit and other instruments creating or acknowledging indebtedness;
- (ii) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established;
- (iii) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (i) or (ii) above;
- (iv) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (i), (ii) or (iii) above; and
- (v) options to acquire any investments described in paragraphs (i) to (iv) above,

in each case held in any Account and including any contractual rights and any right to delivery of all or any part of such investments from time to time.

"Pledge GMSLA" means a global master securities lending agreement entered into on or after the date of this Deed between the Borrower and The Bank of New York Mellon as agent on behalf of a Securities Lending Client under which the Borrower agrees to collateralise its obligations in respect of such agreement by granting security for the benefit of, amongst others, the

Securities Lending Client over a pool of assets, and "Pledge GMSLAs" means any two or more of them as the context requires.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver and that term will include any appointee made under a joint or several appointment.

"Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended.

"Related Rights" means, in relation to any asset:

- (i) the proceeds of sale of any part of that asset;
- (ii) all rights under any licence, agreement for sale in respect of that asset;
- (iii) all rights, interest, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (iv) any monies and proceeds paid or payable or other property in respect of that asset.

"Repo Agreement" means each master agreement entered into on or prior to the date of this Deed or at any time after the date of this Deed pursuant to the Global Master Repurchase Agreement dated 20 January 2005 and the Assigned Repo Agreement as each may be amended from time to time and each between the Borrower and The Bank of New York Mellon as agent on behalf of a Securities Lending Client, substantially in the form of the 2000 version of the Global Master Repurchase Agreement (as published by The Bond Market Association and the International Securities Market Association) (the "2000 GMRA"), or documenting one or more repurchase transactions or reverse repurchase transactions on any transferable security or group of transferable securities, as agent on its behalf, and "Repo Agreements" means any two or more of them as the context requires.

"Secured Obligations" means all present and future amounts, obligations and liabilities (whether actual or contingent) owing from the Borrower to the Trustee (whether for its own account or as trustee for the Secured Parties and including the Trustee Claim) or owing from the Borrower to any of the Secured Parties under any Pledge GMSLA, any Repo Agreement and/or any Title Transfer GMSLA and this Deed.

"Secured Party" means the Trustee, the Securities Lending Client under any Pledge GMSLA, the Securities Lending Client under any Repo Agreement or the Securities Lending Client under any Title Transfer GMSLA, and "Secured Parties" means any two or more of them as the context so requires.

"Securities Lending Client" means a client of either The Bank of New York Mellon or the Bank of New York Mellon SA/NV that has entered into a SLAA.

"**Security**" means any charge (whether fixed or floating), assignment by way of security or any security interest of any kind arising pursuant to the terms of this Deed.

"**Security Period**" means the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

"**SLAA**" means any agreement entered into from time to time between either The Bank of New York Mellon or The Bank of New York Mellon SA/NV and a client of The Bank of New York Mellon or the Bank of New York Mellon SA/NV pursuant to which The Bank of New York Mellon is authorised (directly or indirectly) to enter into any Title Transfer GMSLA, Repo Agreement and Pledge GMSLA as agent on its behalf.

"**Title Transfer GMSLA**" means a global master securities lending agreement entered into on or prior to the date of this Deed or at any time after the date of this Deed pursuant to a global master securities lending agreement dated 19 February 2003 and the Assigned Title Transfer GMSLA as each may be amended from time to time and each between the Borrower and The Bank of New York Mellon as agent on behalf of a Securities Lending Client substantially in the form of (i) the May 2000 version of the global master securities lending agreement (the "**2000 GMSLA**") (each as published by the International Securities Lending Association); documenting, among others, one or more transactions for the purchase, sale, transfer or loan of a transferable security or group of transferable securities, and "**Title Transfer GMSLAs**" means any two or more of them as the context requires.

"**Trustee Account**" means, unless otherwise specified in writing with at least five (5) Business Days' notice by the Trustee to the other parties to this Deed, the Trustee's account specified in Clause 34(b) (*Accounts*).

"**Trustee Claim**" means the Borrower's indebtedness to the Trustee under this Deed.

1.2 Interpretation

- (a) Any reference to "**including**" and "**include**" shall mean including and include "without limitation" and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms.
- (b) "\$" denotes the lawful currency of the United States of America.
- (c) A reference in this Deed to any Charged Property or other asset includes, unless the contrary intention appears, present and future Charged Property or other assets.
- (d) Unless a contrary indication appears, any reference in this Deed (i) to the Borrower, a Secured Party, the Custodian or the Trustee shall be construed so

as to include its successors, permitted assigns and permitted transferees and (ii) to a provision of law is a reference to that provision as amended or re-enacted.

- (e) Any reference in this Deed to a Pledge GMSLA, a Title Transfer GMSLA, a SLAA, a Repo Agreement, an Assigned Repo Agreement, an Assigned Title Transfer GMSLA or a CACA is a reference to that Pledge GMSLA, Title Transfer GMSLA, SLAA, Repo Agreement, Assigned Repo Agreement, Assigned Title Transfer GMSLA or CACA as amended, restated and/or supplemented from time to time.
- (f) Clause and Schedule headings are for ease of reference only.
- (g) The Security created by or pursuant to this Deed and the rights of the Trustee under this Deed shall be enforceable notwithstanding any change in the constitution of the Trustee or its absorption into, or amalgamation with, any other person or the acquisition of all or any part of its undertaking by any other person.
- (h) In the event of any conflict between (1) the Pledge GMSLAs, the Repo Agreements, the Assigned Repo Agreements, the Assigned Title Transfer GMSLAs, the Title Transfer GMSLAs and/or the CACA and this Deed, this Deed shall prevail; or (2) the Pledge GMSLAs and the CACA, the CACA shall prevail.
- (i) Any reference in this Deed to a Clause or a Schedule is a reference to a Clause of or a Schedule to (as applicable) this Deed.
- (j) Any currency conversions carried out by the Trustee under this Deed (including pursuant to the exercise of the Assigned Rights) shall be carried out reasonably.

1.3 Separate Security

Clauses 4.1 (*Fixed Charge over Account(s)*) to 4.4 (*Assigned Rights*) shall be construed as each creating a separate and distinct fixed charge or assignment over or of each relevant asset within any particular class of assets referred to in this Deed and the failure to create an effective fixed charge or assignment (for whatever reason) over or of any one asset shall not affect the nature or validity of the charge or assignment over or of any other asset whether within that same class of assets or not.

1.4 Third Party Rights

Except as otherwise expressly contemplated by this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed and, notwithstanding any term of this Deed, no consent of any third party is required for any amendment (including any release or compromise of any liability) or termination of this Deed.

2. COVENANT TO PAY

2.1 Covenant to pay

The Borrower covenants with the Trustee that it shall, on demand of the Trustee, pay, discharge and satisfy the Secured Obligations when they become due in accordance with their respective terms.

2.2 Default interest

If the Borrower fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount (both before and after judgment) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with and on the terms set out in the Pledge GMSLAs, the Repo Agreements and/or the Title Transfer GMSLAs (without double-counting).

3. CONSIDERATION AND COMMON PROVISIONS

3.1 Consideration

The Borrower enters into this Deed in consideration of the payment by the Trustee to the Borrower of an amount equal to \$1. The Trustee shall, on execution of this Deed, provide to the Borrower a letter of payment substantially in the form set out in Part I of Schedule 2 to this Deed. The Borrower shall deliver to the Trustee an acknowledgment substantially in the form set out in Part II of Schedule 2 to this Deed.

3.2 Common provisions

All the Security created by or pursuant to this Deed is:

- (a) created in favour of the Trustee as trustee for the Secured Parties and the Trustee shall hold the benefit of this Deed and the Security created by or pursuant to it on trust for itself and as trustee for the other Secured Parties; and
- (b) continuing security for the performance, payment and discharge of all the Secured Obligations.

4. FIXED SECURITY

4.1 Fixed charge over the Account(s)

The Borrower charges with full title guarantee (subject to the Excluded Items) and by way of first fixed charge, all of its rights, title and interest from time to time in and to each Account, all Related Rights and any debt owed by the Custodian to the Borrower represented by the credit balance in any Account from time to time.

4.2 Fixed charge over Investments

The Borrower charges with full title guarantee (subject to the Excluded Items) and by way of first fixed charge, all of its rights, title and interest from time to time in and to the Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption,

bonus, exchange, preference, options, substitution, conversion, compensation or otherwise).

4.3 Assignment of Account(s)

The Borrower assigns and agrees to assign with full title guarantee (subject to the Excluded Items) absolutely, subject to a proviso for re-assignment on redemption in accordance with Clause 21 (*Release of Security*), all of its rights, claims, title and interest from time to time in and to the Account(s) and all Related Rights.

4.4 Assigned Rights

- (a) The Borrower assigns with full title guarantee absolutely, subject to a proviso for re-assignment on redemption in accordance with Clause 21 (*Release of Security*), all of its rights whatsoever without limitation in respect of the Assigned Rights (including any claims for amounts payable in respect thereof).
- (b) Subject to the proviso for re-assignment on redemption as aforesaid, any payment at any time in respect of any Assigned Rights shall be to the Trustee Account (which payment shall constitute good discharge by the relevant Secured Party).

4.5 Application by Trustee

The Trustee shall apply any amounts received by it in respect of or in connection with the Assigned Rights (a) if an Enforcement Event has occurred as though they were the proceeds of sale in accordance with Clause 22 (*Application of Proceeds (Post-Enforcement)*), or (b) otherwise, in accordance with Clause 23 (*Application of Proceeds (Pre-Enforcement)*) and solely in respect of amounts received prior to the occurrence of an Enforcement Event, the Trustee will apply such amounts as soon as reasonably practicable following the date on which the Trustee received such amounts.

4.6 Financial collateral

The parties intend that the legal mortgage created pursuant to Clause 4.4 (*Assigned Rights*) and each of the security interests and other rights created hereunder each constitute a security financial collateral arrangement under the Regulations.

4.7 Conversion to floating security interest

The Trustee and the Borrower acknowledge that, among others, the Borrower has granted charges pursuant to Clauses 4.1 (*Fixed charge over the Account(s)*) and 4.2 (*Fixed charge over Investments*) and an assignment pursuant to Clause 4.3 (*Assignment of Account(s)*). Notwithstanding this, at any time during the Security Period, the Trustee may by notification permit such charges created pursuant to Clauses 4.1 (*Fixed charge over the Account(s)*) and 4.2 (*Fixed charge over Investments*) and such assignment created pursuant to Clause 4.3 (*Assignment of Account(s)*) to take effect as floating security interests by the Trustee notifying the Borrower accordingly and the provisions in Clauses 4.8 (*Crystallisation: by notice*) and 4.9 (*Crystallisation: automatic*) will apply.

4.8 Crystallisation: by notice

The Trustee may at any time by notice in writing to the Borrower convert (i) any security interest created pursuant to Clauses 4.1 (*Fixed charge over the Account(s)*) to 4.3 (*Assignment of Account(s)*) which takes effect or is recharacterised as a floating charge or (ii) any floating security interest which takes effect pursuant to Clause 4.7 (*Conversion to floating security interest*), with immediate effect into a fixed security interest if:

- (a) an Enforcement Event has occurred;
- (b) the Borrower breaches any covenant under Clause 5.1 (*Negative pledge and restriction on dealings*);
- (c) the Trustee considers acting reasonably that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process;
- (d) the Trustee considers acting reasonably that it is necessary in order to protect the priority of the Security; or

4.9 Crystallisation: automatic

Notwithstanding Clause 4.8 (*Crystallisation: by notice*) above, and without prejudice to any law which may have a similar effect, (i) any security interest created pursuant to Clauses 4.1 (*Fixed charge over the Account(s)*) to 4.3 (*Assignment of Account(s)*) which takes effect or is recharacterised as a floating charge or (ii) any floating security interest which takes effect pursuant to Clause 4.7 (*Conversion to floating security interest*) will automatically be converted (without notice) with immediate effect into a fixed security interest if:

- (a) an Enforcement Event occurs
- (b) the Borrower breaches any covenant under Clause 5.1 (*Negative pledge and restriction on dealings*) or any circumstance arises which would give rise to an obligation of the Borrower under Clause 9.1(b) or (e) (*Positive Undertakings by the Borrower and the Agent Lender*) to inform or notify the Trustee of any matter;
- (c) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property, including, but not limited to, any charging order over all or any part of the Charged Property;
- (d) an Administration Event occurs;
- (e) a Receiver is appointed over all or any part of the Charged Property;
- (f) a meeting is convened for the passing of a resolution for the voluntary winding-up of the Borrower;
- (g) a provisional liquidator is appointed to the Borrower; or

- (h) a resolution is passed or an order is made for the dissolution or reorganisation of the Borrower,

or any analogous procedure or step is taken in any jurisdiction.

- 4.10 Where the Trustee has instructed the Custodian to switch off or otherwise restrict any automatic margining, automatic substitution or similar process under the CACA (the "Automated Processes") as a result of the crystallisation under this clause 4, the Trustee shall give instructions to the Custodian to remove such restrictions to enable the Automated Processes of the Custodian described in the CACA to resume as soon as practicable upon the Trustee reasonably determining resuming the Automated Processes of the Custodian described in the CACA is not prejudicial to the Secured Parties (by reference to the circumstances existing prior to the event which triggered the crystallisation) and that when making such determination the Trustee will do so (1) on the basis of the position of actual or hypothetical Secured Parties on the date thereof and (2) considering any representations made by the Borrower. For the avoidance of doubt, the Trustee will not be obligated to give any such instructions at any time following the occurrence of an Enforcement Event.

5. PROVISIONS AS TO SECURITY AND PERFECTION

5.1 Negative pledge and restriction on dealings

The Borrower shall not (or attempt to), without the prior written consent of the Trustee:

- (a) create or permit to subsist any Encumbrance, other than any Excluded Items, over all or any of the Charged Property (including the legal title to the relevant Assigned Rights where such Charged Property consists of the beneficial title only), any Assigned Title Transfer GMSLA, Assigned Repo Agreement or Pledge GMSLA; or
- (b) (other than in favour of the Trustee pursuant to this Deed) licence, lease, loan, grant any option over, sell, transfer, assign, declare a trust over or otherwise dispose of or otherwise deal with any of the Charged Property (including the legal title to the relevant Assigned Rights where such Charged Property consists of the beneficial title only) or any Assigned Title Transfer GMSLA, Assigned Repo Agreement or Pledge GMSLA or, in each case, any part or any rights thereof or attempt or agree to do so except in the case of disposals expressly permitted by the terms of the Pledge GMSLA and conducted in accordance with the CACA; or

5.2 Waiver of set off

Without prejudice to the intra-agreement close-out mechanics of any Pledge GMSLA or Title Transfer GMSLA or Repo Agreement the Borrower waives any rights it may have to apply, set off and/or consolidate any and all amounts payable by it to a Secured Party against any amounts payable to the Borrower by a Secured Party in connection with the Assigned Rights, irrespective of which agreement such rights arise under and whether such rights are actual or contingent. The Borrower shall procure that no affiliate of the Borrower shall set off and/or consolidate any and all

amounts payable by it to a Secured Party against any amounts payable to the Borrower by a Secured Party in connection with the Assigned Rights.

5.3 Implied covenants for title

- (a) The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (*Fixed Security*).
- (b) To the extent that full title guarantee is provided by the Borrower under Clause 4 (*Fixed Security*), it shall be implied in respect of Clause 4 (*Fixed Security*) that the Borrower is disposing of the Charged Property free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

6. FURTHER ASSURANCE

6.1 Extension of implied covenant

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 6.2 (*Further assurance*) below.

6.2 Further assurance

The Borrower shall promptly, at its own cost, take all such action (including making all filings, registrations and notarisations) and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Trustee may specify (and in such form as the Trustee may require) in favour of the Trustee or its nominee(s):

- (a) to perfect, protect and/or maintain the Security created or intended to be created in respect of the Charged Property pursuant to this Deed or for the exercise of the Collateral Rights;
- (b) to confer or create on the Trustee the security interest on any asset, right or undertaking of the Borrower intended to be created or conferred by or pursuant to this Deed in respect of the Charged Property, which may include the execution by the Borrower of a charge or assignment over all or any of the assets, rights or undertakings constituting, or intended to constitute, the Charged Property; and/or
- (c) to facilitate the realisation of the Charged Property.

6.3 As part of such further assurance, the Borrower agrees that the Trustee may, in accordance with Clause 13 (*Notice of Assignment*), give such notice in order to convert any equitable assignment to a legal assignment.

7. INVESTMENTS

7.1 Dividends and distributions

All dividends, interest and other monies or distributions arising from the Investments shall be credited to the Account(s) and subject to the Security created by or pursuant to this Deed. Following the occurrence of an Enforcement Event, all dividends, interest and other monies arising from the Investments may be applied as though they were the proceeds of sale in accordance with Clause 22 (*Application of Proceeds (Post- Enforcement)*).

7.2 Borrower rights prior to enforcement of the Security

Prior to the enforcement of the Security created by or pursuant to this Deed the Borrower shall not exercise any of its rights and powers in relation to any of the Investments (including voting rights).

7.3 Voting rights after enforcement of the Security

Subject to Clause 7.4 (*Waiver of voting rights by Trustee*), upon the occurrence of an Enforcement Event and where the Trustee takes steps to enforce the security in accordance with Clause 12 of this Deed, the Trustee may (but without having any obligation to do so) give notice to the Borrower that this Clause 7.3 will apply. With effect from the giving of that notice the Trustee may, at its discretion, in the name of the Borrower or otherwise and without any further consent or authority from the Borrower:

- (a) exercise (or refrain from exercising) any voting rights in respect of the Investments; and
- (b) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Investments including the right, in relation to any company whose shares or other securities are included in the Investments, to concur or participate in:
 - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (ii) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (iii) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Trustee thinks fit, and the proceeds of any such action shall form part of the Investments.

7.4 Waiver of voting rights by Trustee

- (a) The Trustee may, in its absolute discretion and without any consent or authority from the other Secured Parties or the Borrower, at any time, by notice to the Borrower (which notice shall be irrevocable) elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Shares conferred or to be conferred on the Trustee pursuant to Clause 7.3 (*Voting rights after enforcement of the Security*) and the other Secured Parties unconditionally waive any rights they may otherwise have to require the Trustee not to make such election or to require the Trustee to indemnify, compensate or otherwise make good for any losses, costs or liabilities incurred by any of them in relation to or as a consequence of the Trustee making such election.
- (b) Once a notice has been issued by the Trustee under paragraph (a) of this Clause 7.4, on and from the date of such notice the Trustee shall cease to have the rights to exercise or refrain from exercising voting rights and powers in respect of the Shares conferred or to be conferred on it pursuant to Clause 7.3 (*Voting rights after enforcement of the Security*) or any other provision of this Deed.

7.5 Investments and Shares: Payment of calls

The Borrower shall pay when due all calls or other payments which may be or become due in respect of any of the Investments

8. ACCOUNT(S)

8.1 Account(s): Notification and variation

The Borrower shall on execution of this Deed give to the Custodian a notice in the form set out in Part I of Schedule 1 to this Deed; and use reasonable efforts to procure that the Custodian executes and delivers to the Trustee the acknowledgement set out in Part II of Schedule 1 to this Deed.

8.2 Operation of Account(s)

The Borrower shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time in any Account save as permitted under the terms of the Pledge GMSLAs and in accordance with the terms of the CACA.

8.3 Account(s): Application of monies

The Trustee shall, upon the occurrence of an Enforcement Event, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time in the Account(s) in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 22 (*Application of Proceeds (Post-Enforcement)*).

9. POSITIVE UNDERTAKINGS BY THE BORROWER AND THE AGENT LENDER

9.1 The Borrower shall:

- (a) duly perform all of its obligations under the Pledge GMSLAs, the Title Transfer GMSLAs, the Repo Agreements and the CACA;
- (b) notify the Trustee as soon as reasonably practicable after Borrower becomes aware of any claim by any person (other than Trustee or Agent Lender or any Securities Lending Client) to any interest in any of the Charged Property;
- (c) forthwith inform the Trustee of any claim or notice relating to the Charged Property received by it from any other party;
- (d) provide the Trustee with all information and documentation from time to time reasonably required by it in relation to the Charged Property; and
- (e) notify the Trustee as soon reasonably practicable after Borrower becomes aware of any pending or threatened action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator against the Borrower that is likely to adversely affect the legality, validity or enforceability against it of this Deed or any other documentation relating to this Deed to which it is a party or its ability to perform its obligations under this Deed or any such document and defend against any such suit, action, proceeding or lien that involves Charged Property that could adversely affect any security interest expressed to be created by the Borrower under Clause 4 (*Fixed Security*).

9.2 On written demand from the Trustee to the Agent Lender, the Agent Lender shall notify the Trustee of the Allocated Collateral attributed to each Securities Lending Client at that time under a Pledge GMSLA.

9.3 The Borrower must not (a) amend or waive any term of any Pledge GMSLA, Assigned Repo Agreement or Assigned Title Transfer GMSLA unless it does so in writing in a document executed by The Bank of New York Mellon (acting in its capacity as agent for the relevant Securities Lending Client to such Pledge GMSLA, Assigned Repo Agreement or Assigned Title Transfer GMSLA), or (b) take any other action which might jeopardise the existence or enforceability of any Pledge GMSLA, Assigned Repo Agreement or Assigned Title Transfer GMSLA or the Charged Property (other than in accordance with the terms thereof).

9.4 The Agent Lender will provide the Trustee with a copy of the terms of each Assigned Title Transfer GMSLA and Assigned Repo Agreement and will notify the Trustee following the creation of each Assigned Title Transfer GMSLA and/or Assigned Repo Agreement.

9.5 On each day that, under the terms of the CACA, the Trustee is to confirm the Obligation Amount (as defined in the CACA) to the Custodian, the Agent Lender agrees with Borrower and the Trustee it will, in a timely manner calculate in

accordance with the CACA the Obligation Amount and notify the Trustee of such Obligation Amount on such day.

10. WAIVER OF DEFENCES

The obligations assumed, and the Security created, by the Borrower under this Deed, and the Collateral Rights, will not be affected by any act, omission, circumstance, matter or thing which, but for this Clause 10, might operate to reduce, release or prejudice any of its obligations under, or the Security created by, this Deed (whether or not known to the Borrower, the Trustee or any other Secured Party) including:

- (a) any time, waiver, indulgence or consent granted to, or composition with the Borrower or any other person;
- (b) the release of the Borrower or any other person under the terms of any composition or arrangement;
- (c) the taking, variation, extension, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any terms of any Pledge GMSLA, Repo Agreement or Title Transfer GMSLA or any rights or remedies against, or security over assets of, the Borrower or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any legal limitation, disability, incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, or other circumstance relating to, the Borrower, any guarantor or any other person;
- (e) any amendment, variation, novation, supplement, extension, restatement (in each case, however fundamental and whether or not more onerous) or replacement of a Pledge GMSLA, Repo Agreement or Assigned Title Transfer GMSLA or any other document or security or of the Secured Obligations including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Pledge GMSLA, Assigned Repo Agreement or Assigned Title Transfer GMSLA or other document or security;
- (f) any unenforceability, irregularity, illegality or invalidity of any obligations of the Borrower or any other person under any Pledge GMSLA, Assigned Repo Agreement or Assigned Title Transfer GMSLA or any other document or security or of the Secured Obligations 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 Borrower'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, illegality, law or order; and
- (g) any insolvency or similar proceedings.

11. REPRESENTATIONS AND WARRANTIES BY THE BORROWER

The Borrower represents and warrants to the Trustee on the date hereof and (other than with respect to sub-clause 11(k) below) on each date during the Security Period:

- (a) it has taken all necessary steps to enable it to grant the Security over the Charged Property in accordance with this Deed and it has taken no steps to prejudice its right, title and interest in and to the Charged Property;
- (b) it is the beneficial owner of and has full right and title to the Charged Property, and the same is free from any Encumbrance (other than the Excluded Items);
- (c) it is duly incorporated and validly exists under the laws of the jurisdiction of its registration or incorporation and, if relevant, under such law is in good standing and has full power to create and perform its obligations under this Deed, the Pledge GMSLAs, the Assigned Repo Agreements, the Assigned Title Transfer GMSLAs and the CACA;
- (d) all necessary corporate action to enable it to execute, deliver and perform its obligations under this Deed, the Pledge GMSLAs, the Assigned Repo Agreements, the Assigned Title Transfer GMSLAs and the CACA has been taken and the signatories hereto have been duly authorised and are entitled to execute this Deed, the Pledge GMSLAs, the Assigned Repo Agreements, the Assigned Title Transfer GMSLAs and the CACA and it has obtained and will maintain in full force and effect all necessary consents, licences and authorities required in connection with this Deed, the Pledge GMSLAs, the Assigned Repo Agreements, the Assigned Title Transfer GMSLAs and the CACA;
- (e) the execution, delivery and performance of this Deed, the Pledge GMSLAs, the Assigned Repo Agreements, the Assigned Title Transfer GMSLAs and the CACA by it does not and will not (i) conflict with or breach the terms of or constitute a default under any agreement, charge or other instrument to which it is a party or is subject or by which it is bound or (ii) result in the creation or imposition of or oblige it to create any Encumbrance (other than the Encumbrances created pursuant to this Deed) with respect to the Charged Property;
- (f) there is not pending or, to its knowledge, threatened against it, any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Deed or any other documentation relating to this Deed to which it is a party or its ability to perform its obligations under this Deed or any such document;
- (g) it is entering into this Deed as principal and not as agent of any person or entity;
- (h) the Borrower's head office is in London and its business in connection with this Deed the Pledge GMSLA, and each Repo Agreement and Title Transfer GMSLA is managed in the United Kingdom;

- (i) it is the sole legal and beneficial owner of the Assigned Rights and all rights, title and interest therein;
- (j) each Pledge GMSLA, each Repo Agreement and each Title Transfer GMSLA is its legal, valid and binding enforceable obligation;
- (k) at the time it executes this Deed it is not in default of any of its obligations under any Pledge GMSLA, Repo Agreement or Title Transfer GMSLA and no Event of Default (as defined in such Pledge GMSLA, Repo Agreement or Title Transfer GMSLA) under any Pledge GMSLA, Repo Agreement or Title Transfer GMSLA with respect to it has occurred or with the giving of notice or lapse of time or both could constitute an Event of Default or no such event or circumstance will occur as a result of it entering into or performing its obligations under this Deed or any other documentation relating to this Deed to which it is a party;
- (l) there is no prohibition on assignment in respect of any of the Assigned Rights or any other assets comprised in the Charged Property;
- (m) this Deed validly creates the Security which it purports to create (but for the purposes of this representation, without regard to the intention expressed in Clause 4.6) and is not liable to be avoided or otherwise set aside on its bankruptcy, insolvency, liquidation, administration or winding up or otherwise evidences the Security it is expressed to evidence; and
- (n) there is no breach of any law or regulation outstanding which applies to the Borrower and which affects or might adversely affect the value of the Charged Property.

Unless expressly stated to the contrary, the above representations and warranties are deemed to be made by the Borrower by reference to the facts and circumstances existing on each date that they are made during the Security Period.

12. ENFORCEMENT OF SECURITY

On or at any time after the occurrence of an Enforcement Event, the Security created by or pursuant to this Deed shall be immediately enforceable and the Trustee may, without notice to the Borrower or prior authorisation from any court, in its absolute discretion:

- (a) secure and perfect its title to all or any part of the Charged Property including to instruct the Custodian to transfer to the Trustee or as it may otherwise direct all or any of the Charged Property in the form of securities in anticipation of, or for the purpose of, any sale of Charged Property, provided always that unless the Trustee gives written notice to the Borrower to the contrary, no such instruction of transfer shall constitute appropriation of any Charged Property;
- (b) enforce all or any part of the Security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property (and any assets of the Borrower which, when got in,

would be part of the Charged Property) at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration); and

- (c) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or receivers,

and for the purposes of this Clause 12 (*Enforcement of Security*) and where it is necessary or desirable for any other purpose in connection with this Deed, the Trustee shall be entitled to make any currency conversions or effect any transactions in currencies which it thinks fit, and to do so at such times and rates as it thinks proper.

13. NOTICE OF ASSIGNMENT

- 13.1 The Borrower agrees and acknowledges that the Trustee may (at any time during the Security Period) serve a notice of the assignment effected by this Deed (such notice being in any form that the Trustee sees fit in its sole and absolute discretion) on any Securities Lending Client under an Assigned Title Transfer GMSLA and/or under an Assigned Repo Agreement.

13.2 Immediate recourse

The Borrower waives any right it may have of first requiring the Trustee or any other Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any other person before claiming from the Borrower under this Deed or enforcing the Security created by this Deed. This waiver applies irrespective of any law or any provision of the SLAA, any Title Transfer, Repo Agreement or Pledge GMSLA or this Deed to the contrary.

14. APPOINTMENT OF RECEIVER

14.1 Appointment and Removal

- (a) At any time after the Security over the Charged Property has become enforceable or if requested to do so by the Borrower, the Trustee may by deed or otherwise (acting through an authorised officer of the Trustee), without prior notice to the Borrower provided that the Trustee notifies the Borrower as soon as reasonably practicable thereafter:
 - (i) appoint one or more persons to be a Receiver in respect of the Charged Property;
 - (ii) remove any Receiver so appointed; and
 - (iii) appoint one or more persons to be an additional or replacement Receiver.
- (b) Any Receiver may be appointed in respect of any part of the Charged Property specified in the instrument appointing it and different Receivers may be appointed in respect of different parts of the Charged Property. If a Receiver is appointed in respect of a part of the Charged Property, the powers and rights

conferred on the Receiver under this Deed shall be limited to the part of the Charged Property specified in the instrument of appointment or to any part of that Charged Property.

14.2 Statutory Powers of Appointment

The powers of appointment of a Receiver conferred on the Trustee by this Deed shall be in addition to all statutory and other powers of appointment conferred by the Law of Property Act 1925 (for the purposes of this Deed, the "Act") (as varied or extended by this Deed), the Insolvency Act 1986 or otherwise by law and such powers shall remain exercisable from time to time by the Trustee in respect of any part of the Charged Property.

14.3 Capacity

Each Receiver shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver (except to the extent that the Trustee may specify to the contrary in the instrument of appointment);
- (b) deemed for all purposes to be the agent of the Borrower which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Trustee; and
- (c) entitled to remuneration for his services at a rate to be reasonably determined by the Trustee from time to time (without being limited to any maximum rate specified by any applicable law including the Act).

14.4 Powers of Receiver

Every Receiver shall (subject to any restrictions contained in the instrument appointing him but notwithstanding any winding-up or dissolution of the Borrower) have and be entitled to exercise, in relation to the Charged Property (and any assets of the Borrower which are in the process of settlement but which have not yet been received, but, when received, would be Charged Property), and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Borrower or in his own name and, in each case, at the cost of the Borrower):

- (a) all the powers conferred by the Act on mortgagors and on mortgagees in possession and on receivers appointed under the Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and the power to do or omit to do anything which the Borrower itself could do or omit to do; and

- (d) the power to do all things (including bringing or defending proceedings in the name of or on behalf of the Borrower) which seem to the Receiver to be incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in the Receiver;
 - (ii) the exercise of the Collateral Rights (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
 - (iii) collecting any assets of the Borrower forming part of the Charged Property, or which when got in (where such assets are in the process of settlement or such cash amounts are due but unpaid as described in clause 7.1, but which have not yet been received) would be the Charged Property.

15. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

15.1 Extension of Powers

The power of sale or other disposal conferred on the Trustee and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under section 101 of the Act and such power shall arise (and the Trustee Claim and the other Secured Obligations shall be deemed due and payable for that purpose) on the date of this Deed.

15.2 Restrictions

The restrictions contained in sections 93, 103 and 109(1) of the Act shall not apply to this Deed or to the exercise by the Trustee or any Receiver of its right to consolidate all or any of the Security created by or pursuant to this Deed with any other security in existence at any time or to its power of sale, which powers shall be immediately exercisable by the Trustee or any Receiver without notice to the Borrower at any time after the Security created by or pursuant to this Deed has become enforceable.

15.3 Right of appropriation

After the Security created by or pursuant to this Deed has become enforceable, to the extent that the provisions of the Regulations apply to any Charged Property, the Trustee shall have the right to appropriate all or any part of that Charged Property in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Borrower.

For this purpose, the parties agree that the value of that Charged Property shall be:

- (a) in the case of cash, the amount standing to the credit of the Account(s), together with any accrued but unposted interest, at the time of appropriation;
- (b) in the case of any Investments, the market value of such Investments determined by the Trustee in accordance with the methodology for determining "Market Value" as set out in the Pledge GMSLA; and

- (c) in the case of any Assigned Rights, the amount payable by the relevant Securities Lending Client in respect of those Assigned Rights, together with any accrued but unposted interest that is payable in relation to those Assigned Rights, at the time the right of appropriation is exercised.

In each case, the parties further agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

16. DELEGATION BY THE TRUSTEE AND RECEIVER

16.1 Discretion

Any liberty or power which may be exercised, or any determination which may be made, under this Deed by the Trustee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons (except where otherwise expressed).

16.2 Delegation

Each of the Trustee and any Receiver shall have full power to delegate to any person (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including any power of attorney) on such terms and conditions as it shall see fit, which delegation shall not preclude the subsequent exercise of those powers, authorities or any subsequent delegation of any such powers, authorities and discretions.

The Trustee shall be liable for the exercise of due care in the selection and supervision of such Receiver or its or his Delegates. The Trustee shall remain responsible for any negligence or wilful misconduct on the part of the Delegates.

No Receiver shall be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of, any Delegate.

17. LIABILITY OF TRUSTEE, RECEIVER AND DELEGATE

Notwithstanding anything to the contrary in this Deed, none of the Trustee, any Receiver or Delegate and any of their respective officers, employees, agents or attorneys shall be liable to the Borrower or any other person by reason of:

- (a) taking any action permitted by this Deed;
 - (b) taking possession of or realising all or any part of the Charged Property; or
 - (c) any neglect, default or omission in connection with the Charged Property,
- except in the case of negligence, fraud or wilful misconduct upon its part.

18. EXERCISE OF POWERS; PURCHASERS

- 18.1 In exercising the powers referred to in this Deed, the Charged Property or any part thereof may be sold, disposed of or otherwise dealt with at such times in such manner

for such consideration and generally on such terms and conditions as the Trustee or any Receiver may think fit.

- 18.2 All moneys received or recovered by the Trustee or by any Receiver in the exercise of any powers conferred by this Deed shall be applied, after the discharge of the remuneration and reasonable and properly incurred expenses of the Receiver and all liabilities having priority to the Trustee Claim and the Secured Obligations, in or towards satisfaction of the Trustee Claim and the Secured Obligations in accordance Clause 22 (*Application of Proceeds (Post-Enforcement)*) or Clause 23 (*Application of Proceeds (Pre-Enforcement)*) as the case may be. For the avoidance of doubt, none of sections 105, 107(2), 109(6) and (8) of the Act (application of moneys received by Receiver) shall apply in relation to any Receiver.
- 18.3 No purchaser or other person shall be bound or concerned to enquire whether the right of the Trustee or any Receiver to exercise any of the rights or powers conferred by this Deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
- 18.4 Notwithstanding any other provision of this Deed, neither the Trustee nor any Receiver shall have the right to exercise any rights or power hereunder in a manner inconsistent with the CACA, the Assigned Title Transfer GMSLAs, the Assigned Repo Agreements or the Pledge GMSLAs.

19. **CONFLICTS OF INTEREST**

19.1 **Interests of Secured Parties**

Subject to the other provisions of this Clause 19 (*Conflicts of Interest*), the Trustee shall have regard to the interests of the other Secured Parties as regards the exercise and performance of all powers, trusts, authorities, duties and discretions of the Trustee in respect of the Charged Property under this Deed or under any other document the rights or benefits under which are comprised in the Charged Property (except where expressly provided otherwise).

- 19.2 Without prejudice to any other right conferred upon the Trustee, whenever the Trustee is required to or desires to determine the interests of any of the other Secured Parties or in connection with the performance of its duties under this Deed, the Trustee may in its professional judgement seek the advice, and/or rely upon such advice and any written opinion, of a reputable and independent investment bank and/or legal advisers and/or other expert (the Borrower shall be liable for the cost of such advice to the extent that it has been properly and reasonably incurred by the Trustee). The Trustee shall not be liable for any wilful misconduct or negligence of such persons. If the Trustee is unable within a reasonable time to obtain such advice or opinions, the Trustee may employ such other method as it considers fit for so determining and shall not (save in the case of wilful default, fraud or negligence) be liable to any of the other Secured Parties or the Borrower for such determination or for the consequences thereof. The reference in this Clause 19.2 to the opinion of an independent investment bank shall be construed as a reference to the opinion of such bank and/or the opinion of such other reputable and independent advisors as such bank shall recommend be consulted.

20. TRUSTEE'S RIGHTS, POWERS AND DISCRETIONS

By way of supplement to the Trustee Act 1925 and the Trustee Act 2000 (together, the "Trustee Acts"), it is expressly declared as follows:

- (a) the Trustee may in relation to this Deed rely and act on the opinion or advice of or a certificate or any information obtained from any reputable and independent lawyer, banker, valuer, surveyor, broker, auctioneer, accountant, financial adviser, securities dealer, merchant bank or other expert, whether obtained by the Trustee or any Receiver and whether or not addressed to the Trustee and whether or not the liability of any such adviser in relation to such advice or opinion is limited or accords with normal practice and shall not be responsible for any loss occasioned by so acting; any such opinion, advice, certificate or information may be sent or obtained by letter, telex, email, telex, cable or facsimile transmission and the Trustee shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same shall contain some error or shall not be authentic;
- (b) save as otherwise expressly provided in this Deed, the Trustee shall, as regards all the trusts, powers, authorities and discretions vested in it by or pursuant to this Deed or by or pursuant to any document the rights or benefit under which constitute part of the Charged Property or which are conferred upon the Trustee by operation of law, have absolute and uncontrolled discretion as to the exercise or non-exercise thereof and shall not be responsible for any loss, costs, damages, expenses or inconvenience that may result from the exercise or non-exercise thereof. The Trustee shall not be so bound to take any action other than as required under this Deed unless first indemnified to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all costs, charges, damage and expenses (including reasonable legal costs and expenses) and liabilities which it may properly incur by so doing;
- (c) the Trustee as between itself and the other Secured Parties shall have full power to determine all questions and doubts arising in relation to any of the matters in respect of which it is required or entitled to exercise a judgement or form an opinion and every such determination shall be conclusive and shall bind the Trustee and the other Secured Parties;
- (d) any consent given by the Trustee for the purposes of this Deed may be given on such terms and subject to such conditions (if any) as the Trustee thinks fit and, notwithstanding anything to the contrary contained in any of this Deed, may be given retrospectively;
- (e) the Trustee shall not be responsible for recitals, statements, warranties or representations of any party (other than those relating to or provided by it) contained in this Deed or any other document entered into in connection therewith and shall assume the accuracy and correctness thereof and shall not be responsible for the execution, legality, effectiveness, adequacy, genuineness, validity or enforceability or admissibility in evidence of any such agreement or other document or any trust or security thereby constituted or evidenced. Notwithstanding the generality of the foregoing, each Secured

Party shall be solely responsible for making its own independent appraisal of, and investigation into, the financial condition, creditworthiness, condition, affairs, status and nature of the Borrower and the Trustee shall not at any time have any responsibility for the same and no other Secured Party shall rely on the Trustee in respect thereof;

(f) the Trustee shall be protected and shall incur no liability for, or in respect of, any actions or thing done or suffered by it in reliance upon any document reasonably believed by it to be genuine and to have been signed by the proper parties;

(g) in connection with any proposed modification, waiver, authorisation or determination permitted by the terms of this Deed, the Trustee shall not have regard to the consequences thereof for individual Secured Parties resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to, the jurisdiction of any particular territory;

(h) no provision of this Deed shall require the Trustee to do anything which may be illegal or contrary to applicable law or regulation or expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of any of its rights or powers or otherwise in connection with this Deed (including, without limitation, enforcing the Security or forming any opinion or employing any legal, financial or other adviser), if it shall have grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it;

(i) notwithstanding the generality of this Clause 20 (*Trustee's Rights, Powers and Discretions*), the Trustee shall not be responsible for the genuineness, validity, effectiveness or suitability of this Deed or any other document entered into in connection therewith or any other document or any obligation or rights created or purported to be created thereby or pursuant thereto or any security or the priority thereof constituted or purported to be constituted thereby or pursuant thereto, nor shall it be responsible or liable to any person because of any invalidity of any provision of such documents or the unenforceability thereof, whether arising from statute, law or the decision of any court and (without prejudice to the generality of the foregoing) the Trustee shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever (in the absence of negligence, fraud or wilful misconduct) for:

(i) the nature, status, creditworthiness or solvency of Borrower;

(ii) the execution, legality, validity, adequacy, admissibility in evidence or enforceability of this Deed or any other document entered into in connection therewith;

(iii) the title, ownership, value, sufficiency or existence of this Deed or the Charged Property;

(iv) the registration, filing, protection or perfection of any Security or the priority of the Security whether in respect of any initial advance or any

subsequent advance or any other sums or liabilities or the failure to effect or procure such registration, filing, protection or perfection of any of the Security;

- (v) the scope or accuracy of any representations, warranties or statements made by or on behalf of the Borrower;
 - (vi) the performance or observance by the Borrower or any other person of any provisions of this Deed or any document entered into in connection therewith or the fulfilment or satisfaction of any conditions contained therein or relating thereto or any waiver or consent which has at any time been granted in relation to any of the foregoing;
 - (vii) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection with this Deed or the transactions related thereto;
 - (viii) the failure to call for delivery of documents of title to or require any transfers, legal mortgages, charges or other further assurances in relation to any of the Charged Property; or
 - (ix) any other matter or thing relating to or in any way connected with this Deed or any document entered into in connection therewith whether or not similar to the foregoing;
- (j) the Trustee shall not be liable or responsible for any loss, cost, damages, expenses or inconvenience which may result from anything done or omitted to be done by it in accordance with the provisions of this Deed without prejudice to Clause 17;
- (k) the Trustee shall not have any responsibility whatsoever to any Secured Party as regards:
- (i) any deficiency which might arise because the Trustee is subject to tax in respect of the Charged Property or any part thereof or any income therefrom or any proceeds thereof;
 - (ii) the application of moneys realised under any of this Deed;
 - (iii) any shortfall which arises:
 - (A) on the enforcement of the Security; or
 - (B) by reason of any floating charge granted by the Borrower in this Deed not being recognised, valid, binding or enforceable in any jurisdiction; or
 - (iv) by reason of any charge or security assignment granted by the Borrower in this Deed and which is expressed to be a fixed charge or assignment, taking effect as a floating charge or otherwise failing to

take effect as may be described or being less advantageous than any alternative form of security;

- (l) the Trustee shall not be liable to the Borrower or any other person whatsoever for any loss or damage arising from the realisation of the Charged Property or any part thereof;
- (m) the Trustee shall not be under any obligation to insure any of the Charged Property or to require any other person to maintain any such insurance and shall not be responsible for any loss which may be suffered by any person as a result of the lack of or inadequacy or insufficiency of any such insurance;
- (n) subject to Clause 16.2 (*Delegation*) in relation to any asset held by it under this Deed, the Trustee may appoint any person to act as its nominee on any terms;
- (o) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Trustee in relation to the trusts constituted by this Deed. Where there are any inconsistencies between the Trustee Acts and the provisions of this Deed, the provisions of this Deed shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Deed shall constitute a restriction or exclusion for the purposes of the Trustee Act 2000.
- (p) the Trustee shall not by reason of its fiduciary position as a trustee be in any way precluded from making any contracts or entering into any transactions in the ordinary course of business with the Borrower or any other Secured Party or any person or body corporate directly or indirectly associated with the Borrower or such other party, or from accepting the trusteeship of any other party or any person or body corporate directly or indirectly associated with the Borrower or such other party. The Trustee shall not be accountable to the Borrower, any Secured Party or any person or body corporate directly or indirectly associated with the Borrower or any Secured Party for any profit, fees, commissions, interest, discounts or share of brokerage earned, arising or resulting from any such contracts or transactions and shall also be at liberty to retain the same for its or his own benefit; and
- (q) in acting as trustee for the Secured Parties, the Trustee shall be regarded as acting through its trustee division which shall be treated as a separate entity from any of its other divisions or departments and any information received by any other division or department of the Trustee may be treated as confidential and shall not be regarded as having been given to the Trustee's trustee division,

provided, however, that none of the provisions of this Deed shall relieve the Trustee from or indemnify the Trustee against any liabilities, loss or damage which by virtue of any rule of law would, but for any such provision, attach to it in respect of any negligence, fraud or wilful misconduct on the part of the Trustee.

21. RELEASE OF SECURITY

- 21.1 Upon the Trustee Claim and the other Secured Obligations having been unconditionally and irrevocably paid and discharged in full, the Trustee shall, at the request and cost of the Borrower, release, reconvey and reassign, as appropriate, the Charged Property to the Borrower or to its order (as notified to the Trustee in writing).
- 21.2 If at any time the Borrower is permitted or required to liquidate, sell, assign, transfer, withdraw or otherwise dispose of any Charged Property in accordance with the CACA and the Pledge GMSLA, the Trustee shall, upon the written request of the Borrower and at the Borrower's cost, release such assets from the Charged Property to the Borrower (provided that without prejudice to Clause 28.2, in respect of any Charged Property that is released from the Accounts in accordance with the terms of the CACA and the Pledge GMSLA, such assets shall automatically be released from the security created under this Deed).
- 21.3 No payment, security or other disposition which may be avoided or adjusted under any provision of applicable insolvency law and no release (in part) or discharge given by the Trustee on the basis of any such payment, security or disposition shall prejudice or affect the right of the Trustee to recover from the Borrower (including the right to recover any monies which it or any of the other Secured Parties has been compelled by due process of law to refund under the provisions of applicable insolvency law and any costs payable by it pursuant to or otherwise incurred in connection with such process) or to enforce the Security created by or pursuant to this Deed in relation to the remaining Charged Property to the full extent of the Trustee Claim and the other Secured Obligations. Notwithstanding the above, it is hereby agreed that, if the Trustee considers that any security or payment granted, made or credited to it or any other Secured Party is capable of being so avoided or adjusted, that security or payment shall not be considered to have been given or paid for the purposes of determining whether all the Trustee Claim and the other Secured Obligations have been discharged and the Security created by or pursuant to this Deed shall continue.

22. APPLICATION OF PROCEEDS (POST-ENFORCEMENT)

After the occurrence of an Enforcement Event, all monies received or recovered and any non-cash recoveries made or received by the Trustee or any Receiver pursuant to this Deed or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied:

- (a) first, towards the payment or other discharge of the costs, charges and expenses incurred and payments made by the Receiver, the payment or other discharge of his remuneration and of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers;
- (b) second, towards the payment or other discharge of amounts due and payable from the Borrower to the Trustee in respect of the Trustee Claim and any related costs of enforcement in the latter case as described in Clauses 28 and 37 below;

- (c) third, towards the payment or other discharge of amounts due and payable from the Borrower to each Secured Party (other than the Trustee) under the terms of a Pledge GMSLA, provided that each such Secured Party shall, at this level of the application of proceeds, have their claim satisfied only by the application of the Allocated Collateral notionally allocated to them by the Agent Lender;
- (d) fourth, on a *pro rata* and *pari passu* basis, towards the payment or other discharge of amounts due and payable from the Borrower to each Secured Party (other than the Trustee) under any Pledge GMSLA, Assigned Repo Agreement and/or Title Transfer GMSLA and Assigned Title Transfer GMSLA;
- (e) fifth, on a *pro rata* and *pari passu* basis, towards the payment or other discharge of all other Secured Obligations; and
- (f) lastly, in payment of any residual balance to the Borrower.

23. APPLICATION OF PROCEEDS (PRE-ENFORCEMENT)

If an Enforcement Event has not occurred, all monies received or recovered by the Trustee shall be applied:

- (a) first, towards the payment of amounts due and payable from the Borrower to the Trustee in respect of the Trustee Claim.; and
- (b) second, in payment of any residual balance to the Borrower.

24. PROTECTION OF PURCHASERS

24.1 Consideration

The receipt of the Trustee or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property or making any acquisition, the Trustee or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit.

24.2 Protection of purchasers

No purchaser or other person dealing with the Trustee or any Receiver shall be bound to inquire whether the right of the Trustee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned to inquire whether that power has been properly or regularly exercised by the Trustee or such Receiver in such dealings.

25. EFFECTIVENESS OF SECURITY

25.1 Continuing security

- (a) The Security created by or pursuant to this Deed shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Trustee in writing.

- (b) No Encumbrance from time to time intended to be created by this Deed will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

25.2 Preservation of security

If for any reason the Security created by or pursuant to this Deed ceases to be a continuing security or any subsequent charge or other interest affects any Charged Property (other than a lien routinely imposed on all securities in a clearing system in which any such Charged Property may be held and any security interest in favour of the Custodian expressly referred to in the CACA), the Trustee may direct that the Borrower open a new account with the Custodian or continue the existing Account(s) and the liability of the Borrower in respect of the Secured Obligations at the date of such cessation shall remain regardless of any payments into or out of any such account.

25.3 Cumulative rights

The Security created by or pursuant to this Deed, and the Collateral Rights, shall be cumulative, in addition to and independent of every other security which the Trustee or other Secured Parties may at any time hold for all or any of the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other security. No prior security held by the Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall merge into the Security created by or pursuant to this Deed.

25.4 No prejudice

The Security created by or pursuant to this Deed, and the Collateral Rights, shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Borrower or any other person, or by the Trustee or any of the other Secured Parties, or by any variation of the terms of the trust upon which the Trustee holds the Security or by any other thing which might otherwise prejudice that Security or any Collateral Right.

25.5 Remedies and waivers

No failure on the part of the Trustee to exercise, nor any delay on its part in exercising, any Collateral Right, shall operate as a waiver of that Collateral Right or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Trustee shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right.

25.6 No liability

None of the Trustee, its nominee(s) and any Receiver shall be liable:

- (a) to account as a mortgagee or mortgagee in possession; or

- (b) for any loss arising by reason of taking any action permitted by this Deed or any neglect or default in connection with the Charged Property or taking possession of or realising all or any part of the Charged Property,

except in the case of negligence, fraud or wilful misconduct upon its part.

25.7 Partial invalidity

Each of the provisions of this Deed is severable and distinct from the others. If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

25.8 Additional Security

The Security created by the Borrower under this Deed and the Collateral Rights are in addition to and are not in any way prejudiced by any other guarantee or security now or subsequently held by the Trustee or any other Secured Party.

26. SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Trustee under this Deed (including the proceeds of any conversion of currency) may in the discretion of the Trustee be credited to any interest bearing suspense or impersonal account(s) maintained with any bank, building society, financial institution or other person which the Trustee considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Trustee's discretion in or towards the discharge of any of the Secured Obligations, and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

27. POWER OF ATTORNEY

The Borrower, by way of security, irrevocably appoints the Trustee and any Receiver severally to be its attorney in its name and on its behalf:

- (a) to execute and complete all such documents which the Trustee or such Receiver may require for perfecting the title of the Trustee to the Charged Property or for vesting the same in the Trustee, its nominee or any purchaser;
- (b) to execute and complete any document referred to in Clause 6 (*Further Assurance*); and
- (c) generally to execute and complete all documents and to do all acts and things which may be required for the full exercise of any of the powers conferred on the Trustee or a Receiver under this Deed or which may be reasonably deemed expedient by the Trustee or a Receiver in connection with any disposition, realisation or getting in by the Trustee or a Receiver of the Charged Property

or any part thereof or in connection with any other exercise of any power under this Deed.

The Borrower shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its or his powers.

28. INDEMNITIES, COSTS AND EXPENSES

The Borrower shall, notwithstanding any release or discharge of all or any part of the Security created by or pursuant to this Deed, indemnify the Trustee (on behalf of itself and the Secured Parties) and any Receiver, attorney, agent or other person appointed by the Trustee under this Deed (for the purposes of this Clause, each an "Indemnified Party") in respect of all losses and liabilities (whether in contract, tort or otherwise and whether arising at common law, in equity or by statute) which may be incurred by any of them (or by or against any agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of anything (a) done or omitted in the exercise or purported exercise of the powers contained in this Deed or (b) occasioned by any breach by the Borrower of any of its obligations under this Deed except to the extent such losses and liabilities arise as a result of the negligence, fraud or wilful misconduct of an Indemnified Party.

29. OTHER MATTERS

29.1 This Deed is in addition to, and shall not merge with or otherwise prejudice, any other right or remedy or any Encumbrance now or hereafter held by or available to the Trustee or any other Secured Party.

29.2 Any release, discharge or settlement between the Borrower and the Trustee shall be conditional upon no security, disposition or payment to the Trustee or any other Secured Party by the Borrower or any other person representing or acting on behalf of the Borrower being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Trustee shall be entitled to enforce the Security created under or pursuant to this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

29.3 The Trustee shall not be obliged to resort to any other means of payment now or hereafter held by or available to it before enforcing this Deed.

30. MISCELLANEOUS

30.1 No failure or delay on the part of the Trustee, the Borrower, or any Secured Party to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

30.2 The Borrower hereby authorises the Trustee, any Receiver and any other Secured Party to exchange among themselves any information concerning the Borrower necessary in connection with the performance of their obligations under this Deed.

- 30.3 Any change in the constitution of the Trustee or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way affect or prejudice its rights under this Deed.
- 30.4 Any liability or power which may be exercised or any determination which may be made under this Deed by the Trustee may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor (except where otherwise expressed).
- 30.5 Each Securities Lending Client must perform its obligations under each Pledge GMSLA, Repo Agreement and/or Title Transfer GMSLA to which it is a party.

31. NO ASSIGNMENT BY BORROWER

The Borrower may not assign any of its rights or transfer any of its rights or obligations under this Deed.

32. NOTICES

32.1 Communications in writing

Any notice or other communication in respect of this Deed:

- (a) shall be in English; and
- (b) shall be delivered personally or by courier or sent by post pre-paid recorded delivery (and air mail if overseas) or by e-mail or facsimile transmission to the party and/or parties due to receive the notice at its address or e-mail address or facsimile number and marked for the attention of the person or persons specified below or to another address or e-mail address or facsimile number marked for the attention of another person or persons specified by the receiving party by not less than seven (7) calendar days' written notice to the other party.

32.2 Time of receipt

Unless there is evidence that it was received earlier, a notice marked for the attention of the person specified in accordance with Clause 32.1 (*Communications in writing*) is deemed given:

- (a) if delivered personally or by courier, when left at the relevant address specified below;
- (b) if sent by post, except if sent overseas, two (2) Business Days after posting it;
- (c) if sent by way of facsimile transmission, on the date of transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);
- (d) if sent overseas, six (6) Business Days after posting it; and

- (e) if sent by e-mail, when it has been received in readable form at the relevant e-mail address and when communication only becomes effective in accordance with this Clause after 5.00 p.m. in the place of business of the addressee, such communication shall be deemed given and effective on the first following day that is a Business Day.

32.3 Business day

In Clause 32.2 (*Time of receipt*) "**Business Day**" means a day other than a Saturday, Sunday or public holiday in either the country from which the notice is sent or in the country to which the notice is sent.

32.4 Notice details

Unless otherwise specified in writing with at least seven (7) days' notice to the other parties, the notice details are as follows:

- (a) If to be delivered to the Borrower:

Barclays Bank PLC, FAO Legal Director, 5 The North Colonnade, Canary Wharf, London E14 4BB.

With a copy to:

EFGEMEACOUNTRYSBLTRA@BARCLAYS.COM and

USSECLENDING@Barclays.com

- (b) If to be delivered to the Trustee or to the Agent Lender:

Address: 101 Barclay Street, New York, NY 10286, USA
Attention: Global Head of Agency Securities Finance
Telephone No: 001 212 815 3908

With a copy to:

Address: BNY Mellon Financial Centre, One Canada Square,
London, E14 5AL, United Kingdom
Attention: Head of International Securities Lending
Telephone Number: +44 20 7163 5927

33. PROCESS AGENT

Trustee and Agent Lender agree that the documents which start any proceedings in relation to this Deed and any other documents required to be served in connection with those proceedings, may be served on it by being delivered to:

In the case of the Trustee:

One Canada Square, Canary Wharf, London, E14 5AL

FAO: Trustee, Securities Finance

In the case of the Agent Lender:

One Canada Square, London, E14 5AL

FAO: Head of Securities Finance, EMEA

or to such other address in England and Wales as the Agent Lender or Trustee may specify. Nothing in this Clause shall affect the right of the Trustee to serve process in any other manner permitted by law. This Clause 33 applies to proceedings in England and proceedings elsewhere.

34. ACCOUNTS

- (a) For the purposes of any payments under this Deed, the account details of the Borrower are as follows:

[REDACTED]

- (b) For the purposes of any payments under this Deed, the account details of the Trustee are as follows:

[REDACTED]

- (c) Each party may change its account details on five (5) Business Days' written notice to the other parties.

35. COUNTERPARTS

This Deed may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, all of which taken together shall constitute one and the same instrument.

36. LAW AND JURISDICTION

36.1 Governing Law

This Deed and all non-contractual obligations arising from or in connection with it are governed by English law.

36.2 English Courts

The courts of England have exclusive jurisdiction to settle any dispute (a "Dispute") arising out of, or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed).

36.3 Convenient forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.

36.4 Continuing Effect

This Clause 36 shall survive the termination of this Deed.

37. COSTS AND EXPENSES OF THE TRUSTEE

37.1 Expenses

The Borrower shall, from time to time on demand of the Trustee, reimburse the Trustee for all the costs and expenses (including external legal fees) on a full indemnity basis together with any VAT thereon incurred by it in connection with the exercise, preservation and/or enforcement of any of the Collateral Rights or the Security contemplated by this Deed or any proceedings instituted by or against the Trustee as a consequence of taking or holding the Security or of enforcing the Collateral Rights and shall carry interest from the date of such demand until so reimbursed in accordance with Clause 2.2 (*Default interest*).

37.2 Stamp Taxes

The Borrower shall pay all stamp, registration, notarial and other taxes and fees to which this Deed, the security contemplated in this Deed or any judgment given in connection with it is or at any time may be subject (and the Borrower (1) authorises the Trustee to pay such taxes and fees on behalf of the Borrower and (2) agrees that any such amount so satisfied by the Trustee shall be included in the concept of the Trustee Claim) and shall, from time to time, indemnify the Trustee on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax provided such failure to pay or delay is not due to the negligence, wilful default or fraud of the Trustee.

IN WITNESS WHEREOF this Deed is duly executed and delivered as a Deed on the date stated at the beginning of this Deed.

SCHEDULE 1
NOTICE TO AND ACKNOWLEDGEMENT OF THE CUSTODIAN

PART I
FORM OF NOTICE OF CHARGE AND ASSIGNMENT

Date: [●] 2019

From: Barclays Bank plc as **Chargor**

To: The Bank of New York Mellon, London Branch as **Securities Intermediary**
One Canada Square
London E14 5AL, U.K.
For the attention of the Global Head of Segregation (Triparty)

With a copy to: The Bank of New York Mellon as **Trustee**

Dear Sirs,

NOTICE OF CHARGE AND ASSIGNMENT

1. We refer to the global collateral account control agreement (segregated for pledged collateral – English law) by and among the Securities Intermediary, the Chargor and the Secured Party dated [●] 2019 (the "**Agreement**"). Capitalised terms used herein shall have the meaning ascribed to them in the Agreement.
2. We give you notice to the fullest extent allowed by statute, equity or common law that, by a deed of security dated [●] 2019 between, among others, the Chargor and the Trustee (the "**Deed of Security**"), we:
 - (a) charged to the Trustee, by way of first fixed charge, all of our rights, title and interest from time to time in and to each Account, all Related Rights and any debt owed by the Custodian to the Borrower represented by the credit balance in any Account from time to time;
 - (b) charged to the Trustee, by way of first fixed charge, all of our rights, title and interest from time to time in and to the Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, exchange, preference, options, substitution, conversion, compensation or otherwise); and
 - (c) assigned to the Trustee absolutely (and not merely by way of charge) all of our rights whatsoever without limitation and all of our claims, title and interest from time to time in and to the Account(s) and all Related Rights.

Capitalised terms used in this paragraph 2 shall have the meaning ascribed to them in the Deed of Security.

3. You agree that you shall at all times comply with the terms specified in the Agreement.

4. Please acknowledge receipt of this notice by signing two copies of the attached form of acknowledgement and returning one copy to ourselves and sending the other directly to the Trustee at One Canada Square, London E14 5AL, United Kingdom, for the attention of the Global Head of Segregation (Triparty).
5. This notice and any non-contractual obligations arising from or in connection with it are governed by and shall be construed in accordance with English law and the English courts shall have exclusive jurisdiction to settle any disputes arising out of or in connection with it.

Yours faithfully,

For and on behalf of
BARCLAYS BANK PLC
as Chargor

PART II
FORM OF ACKNOWLEDGEMENT OF CHARGE AND ASSIGNMENT

[Letterhead of The Bank of New York Mellon]

[●] 2019

To: Barclays Bank plc as **Chargor**

And to: The Bank of New York Mellon as **Trustee**

Dear Sirs,

ACKNOWLEDGEMENT OF CHARGE AND ASSIGNMENT

1. We acknowledge receipt of the Notice of Charge and Assignment dated on or about [●] 2019, a copy of which is attached.
2. Words and expressions used in this Acknowledgement of Charge and Assignment shall have the meanings and constructions ascribed to them in the Notice of Charge and Assignment.
3. We confirm that as at the date of this Acknowledgement of Charge and Assignment we have not received from any other person any notice of any assignment or charge of, or of any interest in, the Account(s), the Agreement or any other matter the subject of the Notice of Charge and Assignment.
4. This acknowledgment and any non-contractual obligations arising from or in connection with it are governed by and shall be construed in accordance with English law and the English courts shall have exclusive jurisdiction to settle any disputes arising out of or in connection with it.

Yours faithfully,

For and on behalf of
The Bank of New York Mellon, London Branch
as Securities Intermediary

SCHEDULE 2
LETTER TO AND ACKNOWLEDGEMENT OF THE BORROWER

PART I
FORM OF LETTER OF PAYMENT

[Letterhead of The Bank of New York Mellon]

Date: [●] 2019

From: The Bank of New York Mellon as Trustee

To: Barclays Bank plc as Borrower

Dear Sirs,

LETTER OF PAYMENT

1. We refer to the deed of security dated [●] 2019 between, among others, the Trustee and the Borrower (the "Deed of Security"). Capitalised terms used herein shall have the meaning ascribed to them in the Deed of Security.
2. Pursuant to Clause 3.1 (*Consideration*) of the Deed of Security, we hereby confirm that as requested we have paid \$1 into the following account:

[insert Borrower's account details].
3. Please acknowledge receipt of payment by signing the attached form of acknowledgement and returning one copy to us.

Yours faithfully,

For and on behalf of
THE BANK OF NEW YORK MELLON
as Trustee

PART II
FORM OF ACKNOWLEDGEMENT OF PAYMENT

[Letterhead of the Borrower]

[●] 2019

From: Barclays Bank plc as **Borrower**

To: The Bank of New York Mellon as **Trustee**

Dear Sirs,

ACKNOWLEDGEMENT OF PAYMENT

1. We acknowledge receipt of the Letter of Payment dated on or about [●] 2019, relating to the Trustee's obligations under Clause 3.1 (*Consideration*) of the Deed of Security. A copy of the Letter of Payment is attached.
2. Words and expressions used in this Acknowledgement of Payment shall have the meanings and constructions ascribed to them in the Letter of Payment.
3. We confirm that on the date of this Acknowledgement of Payment, we received \$1 from the Trustee into our account specified in the Letter of Payment.

Yours faithfully,

For and on behalf of
BARCLAYS BANK PLC
as Borrower

SIGNATORIES

EXECUTED as a DEED by

BARCLAYS BANK PLC

as Borrower

Acting by two directors

Director

Director

in the presence of: _____

(witness signature)

name of witness:

SILJE EINERKJAER

address of witness:

5 THE NORTH COLONNADE

LONDON E14 4BB

occupation of witness:

EXECUTED as a DEED

THE BANK OF NEW YORK MELLON

as Trustee

Acting by two authorised signatories

Simon Tomlinson
Director
BNY Mellon Securities Finance

Authorised Signatory

Dan Watkins
Managing Director
BNY Mellon Markets

Authorised Signatory

EXECUTED as a DEED

THE BANK OF NEW YORK MELLON

as Agent Lender

Acting by two authorised signatories

Simon Tomlinson
Director
BNY Mellon Securities Finance

Authorised Signatory

Dan Watkins
Managing Director
BNY Mellon Markets

Authorised Signatory