

MR01

Particulars of a charge



Companies House

060420/£13

A fee is payable with this form
Please see 'How to pay' on the
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You can use the Web
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☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the charge is
instrument Use form MR01

TUESDAY



LD4

L3100N8R
04/02/2014
COMPANIES HOUSE

#110

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1

Company details

Company number 00002065

Company name in full Lloyds Bank Plc

0039

For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 29/01/2014

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Bank of America N A , acting through its London Branch

Name

Name

Name

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

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

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

None

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

- ☒ **Yes**
☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

- ☒ **Yes** Continue
☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

- ☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

- ☐ **Yes**
☒ **No**

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8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Sanjiv Patel

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Saira Awan-Malik**

Company name **Cleary Gottlieb Steen & Hamilton LLP**

Address **55 Basinghall St**

Post town **London**

County/Region

Postcode **E C 2 V 5 E H**

Country **UK**

DX

Telephone **02076142362**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2065

Charge code: 0000 2065 0039

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th January 2014 and created by LLOYDS BANK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2014

Given at Companies House, Cardiff on 6th February 2014

P



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL

Cleary Gottlieb Steen & Hamilton
CLEARY GOTTlieb STEEN
& HAMILTON LLP
04/02/14

EXECUTION COPY

DEED OF CHARGE

THIS DEED is made on 29 January, 2014 BETWEEN

- (1) Lloyds Bank Plc, a public limited company registered under the laws of England and Wales and having its registered address at 25 Gresham Street, London EC2V 7HN (the "Chargor"), and
- (2) Bank of America N A., a company registered under the laws of the United States, having its principal executive office at 100 North Tryon Street, Charlotte, North Carolina, USA, and acting out of its London Branch at Merrill Lynch Financial Centre, 2 King Edward Street, London EC1A 1HQ (the "Chargee")

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

"Charged Property" means all the assets of the Chargor which from time to time are, or are expressed to be, the subject of the Security

"Collateral Rights" means all rights, powers and remedies of the Chargee provided by or pursuant to the Security Documents or by law

"Credit Support Annex" means the ISDA Credit Support Annex (Bilateral Form – Transfer) between the Chargor and the Chargee dated 29 January, 2014 (as may be amended from time to time)

"Custodian" means The Bank of New York Mellon, acting through its London Branch, acting pursuant to the Custody Agreement

"Custody Accounts" means the cash and securities accounts, details of which are set out in Annex 1, established pursuant to the Custody Agreement and maintained by the Custodian on behalf of the Chargor (or such other account details as may be designated by the Custodian to the parties from time to time pursuant to the Custody Agreement)

"Custody Agreement" means the custody agreement dated 29 January, 2014, and entered into between the Chargor, the Chargee and the Custodian (as may be amended from time to time)

"Encumbrance" means (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person, (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect

"Event of Default" means (i) an "Event of Default" as defined in the Master Agreement in respect of which the Chargor is the Defaulting Party (or, the Chargee, if any reference to such Event of Default is specifically a reference to an Event of Default in respect of the Chargee), or (ii) a "TRS Additional Termination Event", and any reference to an Event of Default "continuing" is a reference to such Event of Default which has not been remedied or waived in writing

"Excluded Obligations" has the meaning set forth in Clause 2.2.2

"Financial Asset" means the cash and securities deposited in or credited to the Custody Accounts

"Master Agreement" means the ISDA Master Agreement, dated as of 20 December 1994 (together with the Schedule thereto dated the same date and as amended by amendment agreements dated 30 April 1998, 17 July 1998, 16 April 2004, 22 October 2010 and 18 February 2011) (as amended and supplemented from time to time), between the Chargor and the Chargee

"Master Confirmation" means each of the two master confirmations between the Chargor and the Chargee each dated 29 January, 2014 (as amended and supplemented from time to time), with each master confirmation documenting a total return swap facility with an initial aggregate amount of GBP 175,000,000

"Receiver" means a receiver or manager of the whole or any part of the Charged Property

"Secured Obligations" means all monies, debts and liabilities which may at any time be or become due, owing or incurred, actually or contingently, by the Chargor, which would be payable to the Chargee under the terms of the Master Agreement

"Security" means the security (including, the charges and assignments) created or expressed to be created in favour of the Chargee pursuant to the Security Documents

"Security Documents" means this Deed and any other documents entered into from time to time by the Chargor creating security in favour of the Chargee as security for the Secured Obligations

"Transaction Documents" means the Master Agreement, the Master Confirmations, the Custody Agreement, the Credit Support Annex, the Security Documents and any other document designated as such by the Chargee and the Chargor

"TRS Additional Termination Event" means an "Additional Termination Event" as defined in paragraph 10 of either Master Confirmation

1 2 Interpretation

In this Deed

- 1 2 1 any term used herein shall, unless otherwise defined in this Deed, have the meaning given to it in the relevant Master Confirmation and the Custody Agreement,
- 1 2 2 any reference in this Deed to the "Chargee", or the "Chargor" shall be construed so as to include their and any subsequent successors and permitted assignees and transferees,
- 1 2 3 any reference to this Deed or any other agreement or document shall be construed as a reference to this Deed or such other agreement or document as amended, novated or supplemented from time to time, and
- 1 2 4 any reference to a statute shall be construed as a reference to that statute as amended or re-enacted

1 3 Third Party Rights

A person who is not a party to this Deed (other than a party's successor) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed

2 CHARGE OVER ASSETS

2.1 Charge

The Chargor, with full title guarantee (subject to the Encumbrances referred to in Clause 4.1.2 below) and as continuing security for the performance of all Secured Obligations

2.1.1 charges by way of fixed charge in favour of the Chargee (such fixed charge being a first ranking fixed charge)

- (i) all present and future right, title and interest of the Chargor to the securities credited to the Custody Accounts (the "Charged Securities"), together with all rights relating to any of the Charged Securities which are deposited with or registered in the name of, any depository, custodian, nominee, clearing house or system, investment manager, intermediary or other similar person or their nominee, in each case whether or not on a payable basis (including any rights against any such person) and all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those securities,
- (ii) all amounts of cash now or in the future standing to the credit of or accrued or accruing on the Custody Accounts, and
- (iii) the Custody Accounts and all present and future right, title and interest of the Chargor to the Custody Accounts

2.2 Notices to Custodian

2.2.1 If, and only if (i) a TRS Additional Termination Event is continuing with respect to the Chargor and the Chargee has designated an Early Termination Date under Section 6(b)(iv) of the Master Agreement in respect of all TRS Transactions under the Master Confirmations as a result of that TRS Additional Termination Event, or (ii) an Event of Default is continuing and the Chargee has designated an Early Termination Date under Section 6(a) of the Master Agreement in respect of all outstanding Transactions under the Master Agreement as a result of that Event of Default, the Chargee may deliver a Notice of Exclusive Control to the Custodian

2.2.2 If, and only if, no amounts are or may become payable by the Chargor with respect to any obligations under the TRS Transactions or the Master Confirmation (other than pursuant to the paragraph entitled "Redistribution of Clawback Amounts" in the Master Confirmation ("Excluded Obligations")), then (i) if Chargor has not designated an Early Termination Date under the Master Agreement as a result of an Event of Default with respect to which Chargee is the Defaulting Party, Chargor may deliver a Notice of Release under clause (i) of the definition of Notice of Release under the Custody Agreement to the Chargee and the Chargee shall promptly countersign such Notice of Release and deliver it to the Custodian and (ii) if Chargor has designated an Early Termination Date under the Master Agreement as a result of either an Event of Default with respect to which Chargee is the Defaulting Party or an Additional Termination Event in respect of which the Chargee is the Affected Party, Chargor may deliver a Notice of Release under clause (ii) of the definition of Notice of Release under the Custody Agreement to the Custodian

2.3 Assignment

The Chargor, with full title guarantee and as continuing security for the performance of all Secured Obligations, assigns absolutely to the Chargee all its rights against the Custodian under the Custody Agreement, all monies payable and all assets to be delivered to the Chargor, and any claims, awards or judgments in favour of the Chargor under or in connection with the Custody Agreement

2.4 Floating Charge

2.4.1 The Chargor, with full title guarantee (subject to the Encumbrances referred to in Clause 4.1.2 below) and as continuing security for the performance of all Secured Obligations charges by way of floating charge in favour of the Chargee over the Charged Property other than that listed in Clause 2.1.1 above. The floating charge created by this Clause 2.4 shall be deferred in point of priority to the fixed charge validly and effectively created pursuant to Clause 2.1.1 above

2.4.2 The Chargee may at any time by notice in writing to the Chargor convert the floating charge created pursuant to Clause 2.4.1 above with immediate effect into a fixed charge as regards any property or assets specified in the notice if (i) an Event of Default is continuing, (ii) the Chargee considers 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, or the Chargee considers that it is desirable in order to protect the priority of the Security

2.4.3 In addition, without prejudice to any rule of law which may have a similar effect, the floating charge created pursuant to Clause 2.4.1 above will automatically be converted (without notice) with immediate effect as regards all assets the subject of the floating charge if a Receiver is appointed over all or any of the Charged Property pursuant to Clause 9 below

3 FURTHER ASSURANCE

The Chargor shall promptly do all such acts or execute all such documents as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require in favour of the Chargee or its nominee(s))

3.1.1 to perfect the security created or intended to be created in respect of the Charged Property, the priority of the Security or the exercise of the Collateral Rights,

3.1.2 to create, protect or maintain the Security conferred or intended to be conferred on the Chargee by or pursuant to the Security Documents,

3.1.3 to confer on the Chargee Security over any Charged Property of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to the Security Documents, and

3.1.4 to facilitate the realisation of the Charged Property or the exercise of any rights vested in the Chargee under this Deed

4 REPRESENTATIONS

The Chargor represents, on each date on which any Secured Obligation is outstanding, to the Chargee (which representations will be deemed to be repeated as of each date prior to the Release Date) that

4.1.1 it has the power to grant a security interest in any Charged Property and has taken all necessary actions to authorise the granting of that security interest,

4.1.2 it is the beneficial owner of all Charged Property, free and clear of any Encumbrance other than the Security and any Encumbrance arising in connection with the Custody Agreement and

other than a lien routinely imposed on all securities in a clearing system in which any such Charged Property may be held,

4.1.3 upon crediting of the relevant cash or Charged Securities to the Custody Accounts in accordance with the Custody Agreement, the Chargee will have a valid security interest in such Charged Property; and

4.1.4 the performance by it as the Chargor of its obligations under this Deed will not result in the creation of any security interest, lien or other interest or Encumbrance in or any Charged Property other than the Security created under this Deed (other than any lien routinely imposed on all securities in a clearing system in which any such Charged Property may be held or otherwise arising in connection with the Custody Agreement)

The Chargee agrees that in making the representations in Clauses 4.1.2 and 4.1.3, the Chargor shall be entitled to rely on the accuracy of the representations of the Chargee under Paragraph 7 of the Credit Support Annex made by the Chargee in connection with the Transfer of the relevant Charged Securities to the Chargor

The Chargor covenants to take all necessary actions to ensure that the accuracy of the representations given under this Deed

5 ENFORCEMENT OF SECURITY

At any time after the occurrence of an Event of Default (as long as it is continuing) the security created by or pursuant to this Deed is enforceable, and the Chargee may, only following the delivery of a Notice of Exclusive Control to the Custodian pursuant to the Custody Agreement, but otherwise without prior authorisation from any court, in its absolute discretion

5.1.1 enforce all or any part the Charged Property, and

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

6 FINANCIAL COLLATERAL ARRANGEMENT

6.1 Right of appropriation

The Chargor and the Chargee intend that this Deed constitutes a "security financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (the "Regulations")) and accordingly, the Chargee shall have the right at any time after the Security becomes enforceable to appropriate any Charged Property which constitutes "financial collateral" (as defined in the Regulations in or towards satisfaction of the Secured Obligations in accordance with the Regulations)

Where any financial collateral is appropriated, the value of the financial collateral will be such amount as the Chargee determines in good faith and in a commercially reasonable manner, and Chargee will give credit for the proportion of the value of the financial collateral appropriated to its use. Without limitation of the foregoing, where any financial collateral consisting of Eligible Gracechurch Securities is appropriated, each principal amount of such Eligible Gracechurch Securities so appropriated shall be given credit by the Chargee against and deemed to satisfy any obligation of the Chargor to transfer or account for the value of such principal amount of Eligible Gracechurch Securities to the Chargee under the Credit Support Annex

6.2 Control and Release of Excess Financial Collateral

The Chargor and the Chargee agree that the Chargee shall as collateral taker have control of the Charged Property pursuant to and in accordance with the terms of this Deed and the Custody Agreement. The Chargor undertakes to the Chargee that it will not send an instruction to the Custodian to debit from or transfer from the Custody Accounts any Charged Property other than in order to transfer Charged Property to the Chargee or to withdraw Excess Financial Collateral. For the purposes of this Deed, "Excess Financial Collateral" means, on any day, any Charged Property the Value of which is in excess of the Value required to be maintained in the Custody Accounts pursuant to paragraph 11(i)(v) (Minimum Balance) of the Credit Support Annex on that day.

For the avoidance of doubt, the Chargor and the Chargee acknowledge that they have provided in the Credit Support Annex that the Value required to be maintained in the Custody Account shall be zero if (i) a TRS Additional Termination Event is continuing with respect to the Chargee and the Chargor has sent a notice under Section 6(b)(iv) of the Master Agreement designating an Early Termination Date in respect of all TRS Transactions under the Master Confirmations as a result of that TRS Additional Termination Event, or (ii) an Event of Default is continuing with respect to the Chargee and the Chargor has sent a notice under Section 6(a) of the Master Agreement designating an Early Termination Date in respect of all outstanding Transactions under the Master Agreement as a result of that Event of Default.

6.3 Release

Any Charged Property (including any rights under the Custody Agreement relating to any such Charged Property) debited from or transferred by the Custodian from the Custody Accounts in accordance with this Deed and the Custody Agreement shall be released immediately from the Security and, to the extent applicable, immediately re-assigned to the Chargor, in each case, without any further action by either party.

7 VARIATION OF THE LAW OF PROPERTY ACT 1925

Sections 103 and 109 of the Law of Property Act 1925 shall not apply to this Deed and the restrictions contained in Section 93 of the Law of Property Act 1925 shall not apply to this Deed or to the exercise by the Chargee 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, which power may be exercised by the Chargee without notice to the Chargor on or at any time after the occurrence of an Event of Default (which is continuing).

8 VOTING RIGHTS

The Chargee shall, in respect of the Charged Property, have the same voting rights as it would be entitled to under the terms of the Master Confirmations as though such Charged Property were a Reference Asset pursuant to the Master Confirmations.

9 APPOINTMENT OF RECEIVER

9.1 Appointment and Removal

After the occurrence of an Event of Default which is continuing, or if requested to do so by the Chargor, the Chargee may by deed or otherwise, without prior notice to the Chargor,

- 9.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Charged Property,
- 9.1.2 remove (so far as it is lawfully able) any Receiver so appointed, and
- 9.1.3 appoint another person(s) as an additional or replacement Receiver(s).

9.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 9.1 (Appointment and Removal) shall be

- 9.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;
- 9.2.2 deemed for all purposes to be the agent of the Chargor 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 Chargee, and
- 9.2.3 entitled to remuneration for his services at a rate to be fixed by the Chargee from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925)

9.3 Statutory Powers of Appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Chargee under the Law of Property Act 1925 or otherwise and such powers shall remain exercisable from time to time by the Chargee in respect of any part of the Charged Property

10 POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have and be entitled to exercise, in relation to the Charged Property in respect of which he was appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor)

- 10.1.1 all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act,
- 10.1.2 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),
- 10.1.3 all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do, and
- 10.1.4 the power to do all things (including bringing or defending proceedings in the name of or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in him or (b) the exercise of the Collateral Rights or (c) bringing to his hands any assets of the Chargor forming part of Charged Property

11 LIABILITY OF CHARGE, RECEIVERS AND DELEGATES

Neither the Chargee nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Property or for any other reason and whether as mortgagee in possession or otherwise) be liable to the Chargor or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Property except to the extent that a court of final jurisdiction determines that such costs, losses, liabilities or expenses were caused by the Chargee's, the Receiver's or the Delegate's (as applicable) own gross negligence or wilful misconduct or a breach by it of its obligations under the Transaction Documents

12 PROTECTION OF THIRD PARTIES

No purchaser or other person dealing with the Chargee or any Receiver shall be bound to inquire whether the right of the Chargee or such Receiver to exercise any of its powers or rights has arisen or become exercisable, whether any consents, regulations, restrictions or directions relating to such rights have been

obtained or complied with, or be concerned with any propriety or regularity on the part of the Chargee or such Receiver in such dealings

13 POWER OF ATTORNEY

13.1 Appointment and Powers

The Chargor by way of security irrevocably appoints the Chargee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for

13.1.1 carrying out at any time after the occurrence of an Event of Default, which is continuing, any obligation imposed on the Chargor by this Deed (including the execution and delivery of any deeds, charges or other security), and

13.1.2 enabling the Chargee and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including, after the occurrence of an Event of Default which is continuing, the exercise of any right of a legal or beneficial owner of the Charged Property)

13.2 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the lawful or purported exercise of all or any of his powers in accordance with the provisions of this Deed

14 APPLICATION OF PROCEEDS

14.1 Order of Application

All moneys from time to time received or recovered by the Chargee in connection with the realisation or enforcement of all or any part of the Security, shall be applied at such times as the Chargee sees fit in the following order and to the extent permitted by applicable law (subject to the provisions of this Clause 14)

14.1.1 in or towards the payment of all costs, losses, liabilities and expenses of and directly related to the enforcement of the Security (including, without limitation, Clauses 17.1 and 18 of this Deed) and the appointment of any Receiver or Delegate and the exercise of any of his rights, including his remuneration and all outgoings paid by him and any costs arising under the Custody Agreement,

14.1.2 in payment to itself for application towards the discharge of the Secured Obligations,

14.1.3 in payment to any person to whom the Chargee is legally obliged to pay in priority to the Chargor or has been requested by the Chargor to be the recipient of such payment, and

14.1.4 the balance, if any, in payment to the Chargor

14.2 Investment of Proceeds

Prior to the application of the proceeds of the Security in accordance with Clause 14.1 (Order of Application) the Chargee may, at its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Chargee with such financial institution as it may direct and for so long as the Chargee shall think fit (the interest being credited to the relevant account) pending the application from time to time of those monies at the Chargee's discretion in accordance with the provisions of this Clause 14

14.3 Currency Conversion

For the purpose of or pending the discharge of any of the Secured Obligations the Chargee may convert any moneys received or recovered by the Chargee from one currency to another, at the spot rate at which the Chargee is able to purchase the currency in which the Secured Obligations are due with the amount received. The obligations of the Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

14.4 Sums received by the Chargor

If, following the commencement of any enforcement action by the Chargee pursuant to Clause 5 (Enforcement of Security), the Chargor receives any sum which should have been paid to the Chargee, that sum shall be held by the Chargor on trust for the Chargee and shall promptly be paid to the Chargee for application in accordance with this Clause 14.

15 CHANGE OF PARTY

Neither the Chargor nor the Chargee may assign all or any of its rights or transfer any of its obligations under the Security Documents except as expressly contemplated by this Deed or as may be required by law.

16 DELEGATION

Any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by the Security Documents (including the power of attorney set out in Clause 13 (Power of Attorney) of this Deed) (such person, a "Delegate") and such delegation may be made upon such terms and conditions (including the power to sub-delegate) and subject to such restrictions as the Chargee or any such Receiver may think fit in the interest of the Chargee and any such Receiver shall not 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 such delegate or sub-delegate.

17 FEES AND EXPENSES

17.1 Enforcement Expenses

The Chargor shall, from time to time on demand of the Chargee, reimburse the Chargee on a full indemnity basis for all reasonable and properly incurred costs and expenses (including legal fees and any applicable VAT) incurred by the Chargee and any Receiver and/or Delegate in connection with the exercise, preservation and/or enforcement of any of the rights, powers and remedies of the Chargee, of the Security and any proceedings instituted by or against the Chargee as a consequence of taking or holding the Security or of enforcing those rights, powers and remedies.

17.2 Interest on Demand

If the Chargor fails to pay any sum due under Clause 17 (Fees and Expenses) on the due date for payment of that sum the Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate of one per cent per annum over the rate at which the Chargee was being offered (as certified by it), by prime banks in the London interbank market, for funding in an amount comparable to such sums in the currency or currencies thereof for such period(s) as the Chargee may from time to time select.

18 INDEMNITIES

18.1 Chargor's Indemnity

The Chargor shall indemnify every Receiver and Delegate against all reasonable costs, claims, losses, expenses (including legal fees) and liabilities (together with any applicable VAT) incurred by any of them in relation to or arising out of (a) any failure by the Chargor to comply with obligations under Clause 17 (Fees and Expenses), (b) the taking, holding, protection or enforcement of the Security, (c) the exercise of any of the rights, powers, and discretions vested in any of them by this Deed or by law, (d) any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed, and (e) which otherwise relate to any of the Security or the performance of the terms of the Security Documents (otherwise than as a result of its negligence, fraud, or wilful misconduct)

18.2 Currency Indemnity

If any sum (a "Sum") owing by the Chargor under any Security Document or any order or judgment given or made in relation to any Security Document has to be converted from the currency (the "First Currency") in which such Sum is payable into another currency (the "Second Currency") for the purpose of

18.2.1 making or filing a claim or proof against the Chargor,

18.2.2 obtaining an order or judgment in any court or other tribunal, or

18.2.3 enforcing any order or judgment given or made in relation to a Security Document, or

then (i) Chargor shall indemnify the Chargee and every Receiver and Delegate from and against any loss suffered or incurred and (ii) the Chargee shall refund promptly to the Chargor an amount equal to any gains made by the Chargee or any Receiver or Delegate, in each case as a result of any discrepancy between (a) the rate of exchange used for such purpose to convert such Sum from the First Currency into the Second Currency and (b) the rate or rates of exchange available to the Chargee (as judged by the Chargee acting in good faith and using commercially reasonable procedures) at the time of such receipt of such Sum

19 AMENDMENTS AND RELEASES

19.1 Amendments

No variation or amendment of this Deed shall be effective unless expressed in writing and signed by or on behalf of each of the parties to this Deed

19.2 Release of Security and Re-assignment

If either (i) the Chargor delivers a Notice of Release pursuant to Clause 2.2.2 and a Release Date has occurred in accordance with the terms of the Custody Agreement or (ii) the Secured Obligations have been discharged in full and the Master Agreement, the Master Confirmations and all transactions thereunder have been terminated, this Deed, subject to the last sentence of this Clause 19.2 shall terminate and cease to be binding on the Chargor. Any Security granted under this Deed shall be released immediately and the rights of the Chargor under the Custody Agreement assigned by the Chargor to the Chargee pursuant to Clause 2.3 above shall be re-assigned to the Chargor, in each case without any further action by either party. Clause 11 (Liability of Chargee, Receivers and Delegates) and Clause 18 (Indemnities) shall survive the termination of this Deed

20 SAVING PROVISIONS

20.1 Reinstatement

If any payment by the Chargor to the Chargee or any discharge given by the Chargee is avoided or reduced as a result of insolvency or any similar event

20 1 1 the Security shall continue as if the payment, discharge, avoidance or reduction had not occurred, and

20 1 2 to the extent the Transaction Documents and/or Security Documents are challenged, invalidated, unwound or recognised as unenforceable or ineffective in any proceedings in any relevant jurisdiction, the Chargor undertakes to create a valid and enforceable security interest over the Secured Assets in favour of the Chargee and execute any documents and agreements with the Chargee as the Chargee may reasonably require, necessary to create such security interest

20 2 Waiver of defences

The obligations of the Chargor under this Deed, the Transaction Documents and the Security, will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of the Chargor's obligations nor any of the Security (without limitation and whether or not known to it or the Chargee) including

20 2 1 any time, waiver or consent granted to, or composition with, the Chargor or other person,

20 2 2 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Chargor or other person,

20 2 3 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person, or

20 2 4 any unenforceability, illegality or invalidity of any obligation of any person under any Transaction Document or any other document or security

20 3 Immediate recourse

The Chargor waives any right it may have of first requiring the Chargee (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from the Chargor or any other person before claiming from the Chargor under this Deed

21 REMEDIES AND WAIVERS, PARTIAL INVALIDITY

21 1 Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of the Chargee, any right or remedy under this Deed and the Collateral Rights under this Deed shall operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law

21 2 Partial Invalidity

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

21 3 Assignment

Except with the prior written consent of the other Party, neither Party may assign or transfer all or any of its rights and obligations under this Deed

22 NOTICES

22.1 Communications in Writing

Each communication to be made under this Deed shall be made in writing and, unless otherwise stated, shall be made by letter delivered by hand, courier or registered mail with a copy by email

22.2 Delivery

Any communication or document to be made or delivered by one person to another pursuant to this Deed (unless that other person has by fifteen days' notice to the Chargee (or, in the case of the Chargee, to the Chargor) specified another number or address), shall be given in the manner specified with respect to the relevant party for purposes of the Master Agreement under the Master Confirmations from time to time, and any communication or document to be made or delivered shall be effective only when received delivered by hand, by courier or by registered mail and then only if it is expressly marked for the attention of the department or officer (if any) identified for such purpose under the Master Confirmations (or such other address, department or officer as that party shall from time to time specify for this purpose) Physical delivery of a letter shall be effective notwithstanding the email copy of that letter was not received

23 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

24 GOVERNING LAW

This Deed, and any non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, English law

25 JURISDICTION

25.1 English Courts

The courts of England have exclusive jurisdiction to settle any disputes (a "Dispute") arising out of, or connected with, this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity)

25.2 Convenient Forum

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

25.3 Exclusive Jurisdiction

This Clause 25 is for the benefit of the Chargee only As a result and notwithstanding Clause 25.1 (English Courts), it does not prevent the Chargee from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law the Chargee may take concurrent proceedings in any number of jurisdictions.

25.4 Process Agent

The Chargee hereby irrevocably appoints Bank of America, N A., acting from its London Branch at Merrill Lynch Financial Centre, 2 King Edward Street, LONDON EC1A 1HQ, Attention Legal & Compliance, to receive, for it and on its behalf, service of process in any Dispute arising from this Deed Nothing in this Deed will affect the right of either party to serve process in any other manner permitted by law

THIS DEED has been executed as a deed and delivered on the date stated at the beginning of this Deed
[signatures follow]

SIGNATURES

Signed as a deed by John Poole as attorney for
**BANK OF AMERICA, NATIONAL
ASSOCIATION**
under a power of attorney 15 January 2014
in the presence of



SIGNATURE OF WITNESS

**NAME OF WITNESS
ADDRESS OF WITNESS
OCCUPATION OF WITNESS**

EXECUTED as a deed by)
LLOYDS BANK PLC)
acting by)

Name

Title

in the presence of

SIGNATURE OF WITNESS

**NAME OF WITNESS
ADDRESS OF WITNESS
OCCUPATION OF WITNESS**

SIGNATURES

Signed as a deed by John Poole as attorney for
**BANK OF AMERICA, NATIONAL
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in the presence of

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ASSOCIATION**

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acting by

)
)
)

Name

Title

in the presence of .

SIGNATURE OF WITNESS


**NAME OF WITNESS
ADDRESS OF WITNESS
OCCUPATION OF WITNESS**




ANNEX 1

DETAILS OF CUSTODY ACCOUNTS

1 Securities Accounts

Account Name	Account Number
LLOYDS BANK PLDGD BANK OF AMERICA Euroclear Market SSI UK Crest Gilts SSI UK Crest Equities SSI US DTC Market SSI	

2 Cash Accounts

Account Name	Currency	Account Number
LLOYDS BANK PLDGD BANK OF AMERICA	USD	
LLOYDS BANK PLDGD BANK OF AMERICA	GBP	
LLOYDS BANK PLDGD BANK OF AMERICA	EUR	