



Registration of a Charge

Company name: **BARCLAYS CAPITAL SECURITIES LIMITED**

Company number: **01929333**



X8G1S35C

Received for Electronic Filing: **14/10/2019**

Details of Charge

Date of creation: **01/10/2019**

Charge code: **0192 9333 0029**

Persons entitled: **STATE STREET BANK AND TRUST COMPANY**

Brief description:

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: **FLORA MCLEAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1929333

Charge code: 0192 9333 0029

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st October 2019 and created by BARCLAYS CAPITAL SECURITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th October 2019 .

Given at Companies House, Cardiff on 15th 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

Dated October 1, 2019

BARCLAYS CAPITAL SECURITIES LIMITED
(as *Chargor*)

and

STATE STREET BANK AND TRUST COMPANY
(as *Secured Party*)

SECURITY AGREEMENT



Freshfields Bruckhaus Deringer

65 Fleet Street
London EC4Y 1HS

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THIS SECURITY AGREEMENT (this *Agreement*) is made on October 1, 2019

BETWEEN

- (1) **BARCLAYS CAPITAL SECURITIES LIMITED**, a company incorporated under the laws of England and Wales having its principal place of business at 5 The North Colonnade, Canary Wharf, London E14 4BB (the *Chargor*); and
- (2) **STATE STREET BANK AND TRUST COMPANY**, a Massachusetts trust company incorporated under the laws of the Commonwealth of Massachusetts, having its principal place of business at One Lincoln Street, Boston, Massachusetts, 02111 USA (the *Secured Party*).

WHEREAS

- (A) The Chargor is required to enter into this Agreement in connection with the Counter-Indemnity (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. Interpretation

1.1 Definitions

Terms defined in the Counter-Indemnity shall bear the same meaning in this Agreement unless otherwise defined herein.

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings given to them in this Clause 1 (*Interpretation*):

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

Business Day means any day on which commercial banks are open for business in London, England;

Cash means money in any currency, credited to an account, or a similar claim for repayment of money, and includes money market deposits;

Charged Account means the cash account of the Chargor with the Secured Party with account number BTTE in which the cash value of any Collateral Excess (and no other assets or property of the Chargor) will be held (and any replacement, substitute or additional account from time to time) and all rights of the Chargor in relation thereto;

Collateral Excess means any claims due, owing or payable to the Chargor by a Designated Principal following the close-out of the Securities Transactions under the Securities Agreements (other than in respect of the Charged Account) as a result of the occurrence of an Event of Default.

Counter-Indemnity means the counter-indemnity dated on or about the same date as this Agreement and given by the Chargor to the Secured Party with respect to the Principal Indemnities;

Delegate means a delegate or sub-delegate appointed by the Secured Party in accordance with this Agreement to the extent such delegate or sub-delegate performs the obligations or exercises the powers of the Secured Party in accordance with the terms of this Agreement;

Enforcement Event means the occurrence of an Event of Default;

Financial Collateral has the same meaning as "financial collateral" in the Financial Collateral Regulations;

Financial Collateral Regulations means the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226) (as amended from time to time);

Interest means any interest paid or credited by the Secured Party from time to time in respect of the balance standing to the credit of the Charged Account;

Parties means each of the parties to this Agreement from time to time;

Related Rights means:

- (a) any moneys or proceeds paid or payable with respect to the Charged Account, interest and other income of any kind, and any other sum (whether in the nature of interest, principal or otherwise) received or receivable in respect of the Charged Account (in each case, whether in cash or in specie);
- (b) any rights, claims, guarantees, indemnities or Security in relation to the Charged Account;
- (c) any awards or judgments in favour of the Chargor in relation to the Charged Account; and
- (d) any other rights and assets attaching to, deriving from, relating to, or exercisable by virtue of the holding of, the Charged Account.

Secured Assets means all the assets and undertakings of the Chargor from time to time charged (or expressed to be charged) pursuant to this Agreement;

Secured Obligations means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and in any currency) of the Chargor to the Secured Party under the Counter-Indemnity or this Agreement, provided, however, that such obligations and liabilities shall not exceed the limit on the liability of the Chargor imposed by clause 2 of the Counter-Indemnity;

Security means any mortgage, sub-mortgage, security assignment, charge, sub-charge, pledge, lien, right of set-off, trust, hypothecation or other security interest or encumbrance of any kind howsoever created or arising, including anything having the corresponding legal effect to any of the foregoing under the laws of any jurisdiction; and

Transaction Security means the Security constituted, created or evidenced (or expressed to be constituted, created or evidenced) in favour of the Secured Party under this Agreement.

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
- (i) Chargor, Secured Party or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) a person includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
 - (iii) a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, with which the Parties are accustomed to comply) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - (iv) a provision of law is a reference to that provision as amended or re-enacted;
 - (v) a time of day is a reference to London time, unless otherwise stated; and
 - (vi) Clause, sub-Clause and Schedule headings are for ease of reference only.
- (b) Unless the context requires otherwise, terms used in the singular shall include the plural and vice-versa.
- (c) In the event of any conflict or inconsistency between the provisions of this Agreement and the Counter-Indemnity, the provisions of this Agreement shall prevail.
- (d) References to demands or notices to be given in writing in this Agreement shall include demands made or notices given in accordance with the terms of the Counter-Indemnity.
- (e) The term "includes" or "including" shall, where the context so permits, be interpreted as meaning "includes, without limitation" or "including, without limitation".
- (f) A reference to any agreement (including any oral agreement), deed or instrument is a reference to that agreement, deed or instrument as varied, amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced from time to time and includes any change in the purpose of, any extension of or any increase in any liability or the addition of any new Securities Transaction to the scope of the Counter-

Indemnity or other agreement or instrument and includes, in the case of each Securities Agreement, each agreement in respect of each loan or sale and repurchase of securities or other transaction entered into thereunder.

1.3 Third parties

The terms of this Agreement may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

1.4 Chargor intent

Without prejudice to the generality of any other provision of this Agreement, the Chargor expressly confirms that it intends that this Agreement and the Transaction Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Secured Counter-Indemnity Documents and/or any present or future facility or amount made available under any of the Secured Counter-Indemnity Documents.

2. Covenant to Pay

- (a) The Chargor, as primary obligor and not merely as surety, covenants with the Secured Party that it will pay, discharge or perform promptly on demand each of the Secured Obligations on the date on which such Secured Obligation is expressed to become due for payment, discharge or performance and in the manner provided for in the relevant Secured Counter-Indemnity Document;
- (b) The Chargor acknowledges to the Secured Party that the amount secured by this Agreement and in respect of which this Agreement and the Transaction Security hereby created is enforceable is the full amount of the Secured Obligations from time to time.

3. Creation of Security

The Chargor with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, hereby charges and agrees to charge in favour of the Secured Party by way of a first ranking charge, as security in respect of the Secured Obligations:

- (a) all its rights, title, interest and benefit in and to the Charged Account which shall include:
 - (i) all its present and future rights, title and interest in and to the Charged Account and all amounts (including interest) now or in the future standing to the credit of or accrued or accruing on or to the Charged Account; and
 - (ii) all Related Rights relating to paragraph (i) above; and
- (b) all its present and future right, title and interest in and to each Collateral Excess.

4. Release

- (a) The Chargor may not terminate this Agreement by notice to the Secured Party or otherwise unless there are no Securities Transactions outstanding and the Chargor represents to the Secured Party that it does not intend to enter into any

new Securities Transactions with the Secured Party, acting on behalf of the Designated Principals.

- (b) Subject to Clause 4(c), (i) on termination of this Agreement in accordance with Clause 4(a) or (ii) following an Enforcement Event provided that the Indemnified Amount has been irrevocably paid in full by the Indemnifying Party through the application of the proceeds of the Secured Assets or otherwise, the Secured Party will, at the request of the Chargor, discharge or release from the Transaction Security the rights, title and interest in and to the Secured Assets and the Related Rights in respect thereof, and execute such notices and directions to any person as the Chargor may reasonably require in order to give effect to that release.
- (c) Any termination, discharge or release referred to in Clause 4(a) or Clause 4(b) and any composition or arrangement which the Chargor may effect with the Secured Party shall be deemed to be made subject to the condition that it will be void if any payment, performance or security which the Secured Party has received or may receive from any person in respect of the Indemnified Amount is set aside, refunded or reduced under any applicable law or proves to have been invalid. If such condition is satisfied, the Secured Party shall be entitled to recover from the Chargor on demand the value of such security or the amount of any such payment as if such termination, discharge, release, composition or arrangement had not been effected.

5. Provisions relating to Transaction Security

- (a) The Parties agree that the Transaction Security is a continuing security for the payment, discharge and performance of all of the Secured Obligations and will extend to the ultimate balance of all sums payable under or in connection with the Secured Counter-Indemnity Documents regardless of any intermediate payment or discharge in whole or in part.
- (b) The Transaction Security created pursuant to this Agreement shall be in addition to and not in substitution for or derogation of any other Security (whether given by the Chargor or otherwise) now or from time to time hereafter held by the Secured Party in respect of or in connection with any or all of the Secured Obligations.
- (c) The Transaction Security created pursuant to this Agreement by the Chargor is made with full title guarantee under the Law of Property (Miscellaneous Provisions) Act 1994.

6. Negative Pledge, Restriction on Dealings and notice

6.1 The Chargor may not without the prior consent of the Secured Party:

- (a) create or permit to subsist any Security in, over or in respect of all or any part of the Secured Assets or agree to do so other than pursuant to this Agreement;
- (b) (whether by a single transaction or a number of transactions, whether related or unrelated, whether voluntary or involuntary and whether at the same time or over a period of time) part with, sell, assign, charge, transfer or dispose of (including by way of declaration of trust) or create any interest or option in or

over all or any part of the Secured Assets or all or any part of its rights, title and interest in and to any Secured Asset or agree to do any of the foregoing;

- (c) subject to Clause 4 (*Release*), be entitled to receive, withdraw or otherwise transfer the proceeds of collection or realisation of any Collateral Excess; or
- (d) purport to:
 - (i) amend, supplement, vary or waive any provision of any agreement governing the terms of any of the Secured Assets (or agree to do so);
 - (ii) exercise any right to rescind, cancel or terminate any agreement governing the terms of any of the Secured Assets; or
 - (iii) release, compromise or waive any counterparty from its obligations or liabilities under any agreement governing the terms of any of the Secured Assets or any debt represented thereby.

6.2 The Chargor shall promptly give written notice to each Designated Principal in the form set out in the Schedule to this Agreement as soon as reasonably practicable after such entity becomes a Designated Principal. The Chargor and the Secured Party agree that the Secured Party shall give such notices in accordance with this Clause 6.2 on behalf of the Chargor at no cost to the Chargor. If the Secured Party does not give any such notice, the Chargor shall not be in default in respect of this Clause 6.2.

6.3 The entry into this Agreement by the Secured Party shall constitute written notice to the Secured Party (and acknowledgment by it of the same) of any charge created pursuant to this Deed over the Charged Account.

7. Representations and Warranties

7.1 Representations and warranties

The Chargor represents and warrants to the Secured Party as follows:

- (a) the documents which contain or establish its constitution include provisions which give power, and all necessary corporate authority has been obtained and action taken, for it to sign and deliver, and perform the transactions contemplated in the Secured Counter-Indemnity Documents;
- (b) its obligations contained in the Secured Counter-Indemnity Documents constitute its valid and binding obligations and are enforceable in accordance with their terms, subject only to matters affecting creditors' rights generally and equitable principles generally applicable;
- (c) no administrator, receiver, liquidator or similar official has been appointed with respect to it or any of its assets and no petition or proceeding for such appointment is pending or, to its knowledge, threatened;
- (d) neither the signing and delivery by it of the Secured Counter-Indemnity Documents nor the exercise by it of its rights and the performance of its obligations thereunder contravenes or will contravene or constitute a default or offence under, or cause to be exceeded, any limitation on it on the powers of its directors imposed by or contained in:

- (i) any law, regulation or judicial or official order by which it or any of its assets is bound or affected;
 - (ii) any document which contains or establishes its constitution; or
 - (iii) any agreement to which it is a party or by which any of its assets are bound;
- (e) no litigation, arbitration or administrative proceeding or claim which might (by itself or together with any other such proceedings or claims) have a material adverse effect on the Chargor's ability to observe or perform its obligations under the Secured Counter-Indemnity Documents, is presently in progress or pending or (to the best of the knowledge, information and belief of the Chargor) threatened against it or any of its subsidiaries or any of its or their assets;
 - (f) it is, or will be on the coming into existence of any Collateral Excess, the sole absolute legal and beneficial owner of the assets it purports to charge under this Agreement free from all Security (other than this Agreement), trusts, assignments and claims; and
 - (g) it is, or will be on the coming into existence of any Collateral Excess, the sole absolute legal and beneficial owner of the right to receive payment of any Collateral Excess and the right to repayment of all moneys credited to the Charged Account free from all Security, trusts, assignments and claims.

7.2 Times for making representations and warranties

The representations and warranties set out in Clause 7.1 (*Representations and warranties*) above are made by the Chargor:

- (a) on the date of this Agreement;
 - (b) on each date on which a new Securities Transaction is entered into;
 - (c) on the date of any close-out or termination of any Securities Transaction; and
 - (d) on each date when Secured Assets are transferred to the Charged Account,
- in each case by reference to the facts and circumstances existing at that time.

8. Undertakings of the Chargor

8.1 Compliance with laws

The Chargor shall comply in all respects with all laws to which it may be subject, if failure to comply would have an adverse effect on the validity or enforceability of, or effectiveness or ranking of any Security granted or purported to be granted by this Agreement or on the ability of the Secured Party to realise the Secured Assets (or any part thereof).

8.2 Pari passu ranking

The Chargor must ensure that its payment and other obligations to the Secured Party under this Agreement at all time rank at least *pari passu* with the claims of all unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

9. Acknowledgements – Financial Collateral

The Chargor and the Secured Party intend that the Security constituted pursuant to Clause 3 (*Creation of Security*) constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Regulations. The Chargor and Secured Party have entered into this Agreement and the Chargor has given the undertakings in Clause 6 (*Negative pledge and restriction on dealings*) with the intention that the Secured Assets are "in the possession or under the control" (as defined in the Financial Collateral Regulations) of the Secured Party.

10. Enforcement of Transaction Security

10.1 Timing and manner of enforcement

- (a) The Transaction Security shall become enforceable and the powers referred to in Clause 10.2 (*General*) shall become exercisable immediately upon the occurrence of an Enforcement Event.
- (b) Without prejudice to any specific provisions contained in this Agreement, immediately after the Transaction Security has become enforceable, the Secured Party may enforce all or any part of the Transaction Security in any manner it sees fit.
- (c) The Secured Party shall not be liable or responsible to the Chargor for any loss or liability arising from the manner in which the Secured Party enforces or refrains from enforcing the Transaction Security.
- (d) The Secured Party may apply all or any part of the Secured Assets towards the discharge of the Secured Obligations in such manner as it deems fit.

10.2 General

- (a) The Secured Obligations shall be deemed to have become due and payable on the date of this Agreement for the purposes of section 101 of the Law of Property Act 1925.
- (b) The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied or extended by this Agreement) and all other powers conferred on a mortgagee by law shall be deemed to arise immediately after execution of this Agreement.
- (c) Any restriction imposed by law on the power of sale (including under Section 103 of the Law of Property Act 1925) shall not apply to the Transaction Security or this Agreement.

10.3 Exercise of powers

All or any of the powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this Agreement and all or any of the rights and powers conferred by this Agreement (whether express or implied) may be exercised by the Secured Party without further notice to the Chargor at any time after an Enforcement Event has occurred, irrespective of whether the Secured Party has taken possession of the Secured Assets.

10.4 Protection of third parties

- (a) No person dealing with the Secured Party or any of its agents will be concerned to enquire:
- (i) whether the Secured Obligations have become payable or otherwise required to be performed;
 - (ii) whether any power which the Secured Party may purport to exercise has become exercisable or is being properly exercised; or
 - (iii) whether any amount or requirement to make delivery remains due under the Secured Counter-Indemnity Documents.

10.5 [RESERVED]

10.6 Right of appropriation

- (a) At any time after an Enforcement Event has occurred, the Secured Party may appropriate all or part of any Secured Assets which are Financial Collateral in or towards satisfaction of some or all of the Secured Obligations. For the avoidance of doubt, the Secured Party shall be entitled to do so on any number of occasions and with respect to some only or all Secured Obligations. The Secured Party shall notify the Chargor as soon as reasonably practicable after each occasion on which it exercises its right of appropriation pursuant to this Clause 10.6(a).
- (b) The Secured Party shall attribute the value of such Secured Assets so appropriated as its face value at the time of appropriation. The Parties agree that the method of valuation set out in this paragraph is commercially reasonable for the purposes of the Financial Collateral Regulations.
- (c) If the value so determined exceeds the amount of the Secured Obligations, the Secured Party shall, subject to the provisions of this Agreement, promptly account to the Chargor for the amount by which the value so determined of the appropriated Secured Assets exceeds the amount of the Secured Obligations.

10.7 Application of Charged Account

At any time after an Enforcement Event has occurred and is continuing, the Secured Party may and is hereby irrevocably and unconditionally authorised, without further enquiry and without either giving notice to the Chargor or obtaining any consent, to apply the whole or part of the Charged Account in or towards payment of the Secured Obligations. The Secured Party shall notify the Chargor as soon as reasonably practicable after each occasion on which it exercises its right to apply the Charged Account pursuant to this Clause 10.7.

10.8 [RESERVED]

10.9 [RESERVED]

10.10 Set-off with Unliquidated Claims

If, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Secured Party to the Chargor, the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained (provided that such set-off with respect to an unliquidated claim shall be without prejudice to any subsequent settlement in favour of the Chargor following the determination of such final liquidated or ascertained amount).

11. Delegation

- (a) The Secured Party may delegate (and any delegate may sub-delegate) by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Agreement. Any such delegation may be made upon such terms (including the power to sub-delegate) and subject to such conditions and regulations as the Secured Party may think fit.
- (b) The Secured Party shall be liable to the Chargor for any loss or liability arising from any act or omission of the Delegate as if it was an act of the Secured Party itself.
- (c) References in this Agreement to the Secured Party shall be deemed to include references to any Delegate of the Secured Party appointed in accordance with this Clause 11.

12. Preservation of Security

12.1 Reinstatement

- (a) If any payment or delivery by the Chargor or any discharge or release given by the Secured Party is avoided or reduced as a result of insolvency or any similar event:
 - (i) the liability of the Chargor and the relevant security shall continue as if the payment, delivery, discharge, release, avoidance or reduction had not occurred; and
 - (ii) the Secured Party shall be entitled to recover the value or amount of that security, payment or delivery from the Chargor, as if the payment, delivery, discharge, avoidance or reduction had not occurred.
- (b) The Secured Party may concede or compromise any claim that any payment, delivery, security or other disposition is liable to avoidance or restoration.

12.2 Waiver of defences

None of the obligations of the Chargor under this Agreement nor the Transaction Security will be affected by any act, omission, matter or thing (whether or not known to the Chargor or the Secured Party) which, but for this provision, would reduce, release, prejudice or provide a defence to any of those obligations including:

- (a) any time, waiver, release or consent granted to, or composition with, the Chargor or any other person;
- (b) the release of the Chargor or any other person under the terms of any composition or arrangement;
- (c) 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 the assets of, the Chargor 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 such rights or security;
- (d) 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;
- (e) the refusal or failure to take up, hold, perfect or enforce by any person any rights under or in connection with any security, guarantee or indemnity or any document (including any failure to present, or comply with, any formality or other requirement in respect of any instrument, or any failure to realise the full value of any rights against, or security over the assets of, any Chargor or any other person);
- (f) the existence of any claim, set-off or other right which any Chargor may have at any time against the Secured Party or any other person;
- (g) the making, or absence, of any demand for payment or discharge of any Secured Obligations;
- (h) any variation, amendment, waiver, release, novation, supplement, extension, restatement or replacement of, or in connection with, any Secured Counter-Indemnity Document or any other document or any security, guarantee or indemnity, in each case, however fundamental and of whatever nature (and including any amendment that may increase the liability of the Chargor);
- (i) any change in the identity of the Secured Party;
- (j) any unenforceability, illegality or invalidity of any obligation of any person under any Secured Counter-Indemnity Document or any other document or security; or
- (k) any insolvency or similar proceedings.

12.3 Immediate recourse

The Chargor waives any right it may have of first requiring the Secured Party to proceed against or enforce any other rights or security or claim payment from any person before claiming from or enforcing against the Chargor under this Agreement.

This waiver applies irrespective of any law or any provision of a Secured Counter-Indemnity Document to the contrary.

12.4 Appropriations

On and after the occurrence of an Enforcement Event and until all the Secured Obligations have been irrevocably paid, discharged or performed in full, the Secured Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying, appropriating or enforcing any other moneys, security or rights held or received by the Secured Party (or any trustee or agent on its behalf) in respect of the Secured Obligations, or apply, appropriate and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Agreement or any Secured Counter-Indemnity Document.

12.5 Additional security/non-merger

The Transaction Security created pursuant to this Agreement is cumulative to, in addition to, independent of and not in substitution for or derogation of, and shall not be merged into or in any way be excluded or prejudiced by any other Security (whether given by the Chargor or otherwise) now or hereafter held by or on behalf of the Secured Party in respect of or in connection with any or all of the Secured Obligations or any other amount due by the Chargor to the Secured Party.

12.6 Power of consolidation

Section 93 of the Law of Property Act 1925 shall not apply to this Agreement or to the Transaction Security.

12.7 New accounts and ruling off

- (a) The Secured Party may open a new account in the name of the Chargor at any time after a subsequent Security affects any Secured Asset. If the Secured Party does not open a new account in such circumstances it will nevertheless be deemed to have done so upon the occurrence of such circumstances and, from that time, all payments made by or on behalf of the Chargor to the Secured Party shall be credited or be treated as having been credited to relevant new account.
- (b) No moneys paid into any account (whether new or continuing) after the occurrence of any circumstances referred to in paragraph (a) of this Clause 12.7 shall reduce or discharge the Secured Obligations.

13. Continuing liability of the Chargor

- 13.1 The Chargor shall remain liable to observe and perform all of the other conditions and obligations assumed by it in respect of any of the Secured Assets (including any Related Rights in respect thereof).
- 13.2 The Secured Party shall not be required to perform or fulfil any obligation of the Chargor in respect of the Secured Assets (including any Related Rights in respect thereof) or to make any payment, or to make any enquiry as to the nature of sufficiency of any payment received by the Chargor, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may have been or to which it may be entitled under this Agreement at any time.

14. Further Assurances

- (a) The Chargor shall at its own expense execute and do all such assurances, acts and things (including, but not limited to, making all filings and registrations necessary for the creation, perfection, protection or maintenance of the Security created or intended to be created by this Agreement) as the Secured Party may reasonably require for constituting, perfecting or protecting the Security intended to be created by this Agreement or for facilitating (if and when this Security becomes enforceable) the realisation of the Security and in the exercise of all powers, authorities and discretions vested in the Secured Party.
- (b) To that intent, the Chargor shall in particular execute all transfers, conveyances, assignments and assurances in relation to the Secured Assets whether to the Secured Party or to its nominees and give all notices, orders and directions and make all registrations that the Secured Party may reasonably think expedient.

15. Power of Attorney

15.1 Appointment

- (a) The Chargor by way of security irrevocably appoints the Secured Party and each Delegate severally as its attorney with full power of substitution, on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:
- (i) to do anything which the Chargor is obliged to do under this Agreement or any other Secured Counter-Indemnity Document (but has not done);
 - (ii) on and after the occurrence of an Enforcement Event with respect to the Chargor, to do anything which the Chargor is obliged to do under this Agreement; and
 - (iii) to exercise any of the rights conferred on the Secured Party or any Delegate in relation to the Secured Assets or under any Secured Counter-Indemnity Document or any law.
- (b) The power of attorney conferred on the Secured Party or any Delegate shall continue notwithstanding the exercise by the Secured Party of any right of appropriation pursuant to Clause 10.6 (*Right of appropriation*).

15.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney shall do in the exercise of the power of attorney granted by it in Clause 15.1 (*Appointment*).

16. Miscellaneous

16.1 New Securities Transactions

The Chargor agrees and confirms that the Transaction Security is for the benefit of the Secured Party to secure the Chargor's obligations under the Counter-Indemnity and that the entry into of new Securities Transactions and the designation of additional Designated Principals may increase the amount payable by the Chargor under the Counter-Indemnity and that the Transaction Security shall secure all and any such increased liability of the Chargor under the Counter-Indemnity.

16.2 Secured Party's liability

The Secured Party (or any agent, employee or officer of any of the Secured Party) shall not (either by reason of taking possession of the Secured Assets 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: (i) relating to the realisation of any Secured Assets or the taking of any other action permitted by this Agreement or (ii) resulting from or arising in connection with any act, neglect, default, omission, misconduct of the Secured Party (or any agent, employee or officer of any of the Secured Party) in relation to the Secured Assets or in connection with the Secured Counter-Indemnity Documents except to the extent caused by its or his own negligence, fraud or wilful misconduct, and each such person who is not a Party may rely on this Clause 16 and enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

16.3 Determinations

Any certification or determination by the Secured Party under any Secured Counter-Indemnity Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

17. Remedies and waivers

No failure to exercise, nor any delay or omission on the part of the Secured Party in exercising any right or remedy provided by law or under any Secured Counter-Indemnity Document shall impair, affect or operate as a waiver of that or any other right or remedy or constitute an election to affirm any Secured Counter-Indemnity Document. The single or partial exercise by the Secured Party of any right or remedy shall not, unless otherwise expressly stated, preclude or prejudice any other or further exercise of that, or the exercise of any other right or remedy. The rights and remedies of the Secured Party under the Secured Counter-Indemnity Documents are in addition to, and do not affect, any other rights or remedies available to it by law.

18. Partial Invalidity

If any provision of a Secured Counter-Indemnity Document is or becomes invalid, illegal or unenforceable in any respect under the laws of any jurisdiction, that shall not

affect the legality, validity or enforceability of the remaining provisions in that jurisdiction or of that provision in any other jurisdiction.

19. No set-off

The Chargor will pay all amounts payable under this Agreement without any set-off, counterclaim or deduction whatsoever unless required by law, in which event the Chargor will pay an additional amount to ensure that the payment recipient receives the amount which would have been payable had no deduction been required to have been made.

20. Amendments and Waivers

Any term of this Agreement may be amended or waived only with the consent of each of the Parties hereto and if made in writing, and any such amendment or waiver will be binding on all Parties.

21. Counterparts

This Agreement may be executed in any number of counterparts, and by each party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

22. Governing Law and Enforcement

22.1 Governing law

This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by, and interpreted in accordance with, English law.

22.2 Jurisdiction

- (a) The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Agreement (including claims for set-off and counterclaims), including disputes arising out of or in connection with:
 - (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement; and
 - (ii) any non-contractual obligations arising out of or in connection with this Agreement. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.
- (b) Each party agrees that a final judgment or order of any court referred to in this Clause 22.2 is conclusive and binding and may be enforced against it in the courts of any other jurisdiction.

THIS SECURITY AGREEMENT has been executed and delivered as a deed on the date stated at the beginning of this Agreement.

SCHEDULE

Form of Notice to Designated Principals

To: [Principal]

Copy: State Street Bank and Trust Company as Secured Party

Date: [•]

Dear Sir / Madam,

Security agreement dated October 1, 2019 between Barclays Capital Securities Limited (as chargor) and State Street Bank and Trust Company (the *Secured Party*) (the *Security Agreement*) – Notice of charge

1. We refer to the Security Agreement. This is notice that, pursuant to the Security Agreement, we (the *Chargor*) have charged by way of a first fixed charge to the Secured Party all our respective right, title and interest in and to any claims due, owing or payable to us by you following the close-out (upon the occurrence of an event of default with respect to us) of any repurchase or securities loan transaction entered into with you through State Street Bank and Trust Company (as your agent) pursuant to the following agreements:

Global Master Securities Lending Agreement dated December 19, 2006 by and between State Street Bank and Trust Company, as agent, and Barclays Capital Securities Limited (each such agreement being a *Securities Agreement*)

the aggregate of such amounts being a *Collateral Excess*.

2. You are irrevocably authorised and instructed, without requiring further approval from us to:

- (a) pay any Collateral Excess payable by you to (and only to) the credit of the account at State Street with the following details: BTTE;
- (b) provide the Secured Party with such information relating to any Collateral Excess as it may from time to time request; and
- (c) comply with the terms of any written notice or instruction in any way relating to, or purporting to relate to, the Security Agreement or any Collateral Excess which you receive at any time from the Secured Party without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of that notice or instruction.

3. These instructions may not be revoked or amended without the prior written consent of the Secured Party. We agree that you may comply with the terms of this notice without any further permission from any Chargor and without enquiry by you as to the justification for or validity of any request, notice or instruction.

4. If you do not revoke your authorisation to the Secured Party (such revocation to be given only in writing to both us and the Secured Party and to include specific reference to this

"Notice to Designated Principals") to enter into transactions with us in accordance with the relevant Securities Agreements (the *Authorisation*), then your continued Authorisation shall constitute confirmation by you (by way of undertaking in favour of the Secured Party) that:

- (a) you agree to the terms of this notice and to act in accordance with its provisions;
- (b) you have not received notice of the creation of any security, set-off, counterclaim or similar right in favour of any third party to any Collateral Excess; and
- (c) you have not and will not claim, exercise or enforce any security interest, right of set-off, combination of accounts, counterclaim or similar right in respect of any Collateral Excess or the debts represented by them without the prior written consent of us and the Secured Party.

For as long as you do not revoke your Authorisation as set out above, you are deemed to confirm the above even if you do not otherwise explicitly acknowledge this notice.

5. This notice and any non-contractual obligations arising out of or in connection with this notice are governed by English law.

6. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this notice (including a dispute relating to the existence, validity or termination of this notice or any non-contractual obligation arising out of or in connection with this notice) (a *Dispute*). Each party to this notice agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no such party will argue to the contrary. For such purposes, each party to this notice irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

Yours faithfully,

.....
for and on behalf of
Barclays Capital Securities Limited, as Chargor

.....
for and on behalf of
State Street Bank and Trust Company, as Secured Party

SIGNATORIES TO THE SECURITY AGREEMENT

The Chargor

EXECUTED AND DELIVERED AS A DEED BY BARCLAYS CAPITAL SECURITIES LIMITED acting by MARK NEWTON, its duly appointed Agent, in the presence of SILJE EINERKJAER.

Barclays Capital Securities Limited by its Agent

Witness's Signature: _____

Name: SILJE EINERKJAER

Address: 57 THE NORTH COLONNADE

LONDON

E14 4JB

Occupation: SOLICITOR

The Secured Party

SIGNED as a DEED

and DELIVERED

by STATE STREET

BANK AND TRUST

COMPANY

acting by its duly authorised

attorney: _____

Name: _____

ALEX LAWREN

being a person who,
in accordance with the laws of the
Commonwealth of Massachusetts
is acting under the authority
of the company

in the presence of:

Witness: Signature: _____

Name: _____

JENNIE ZAKREWSKI

Address: _____

20 Churchill Place

London

E14 5AB