



**Registration of a Charge**

Company name: **SCOTTISH WIDOWS LIMITED**

Company number: **03196171**



X8CVLPBS

Received for Electronic Filing: **29/08/2019**

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**Details of Charge**

Date of creation: **28/08/2019**

Charge code: **0319 6171 0024**

Persons entitled: **GOLDMAN SACHS INTERNATIONAL**

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

Certified by: **ALLEN & OVERY LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3196171

Charge code: 0319 6171 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th August 2019 and created by SCOTTISH WIDOWS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th August 2019 .

Given at Companies House, Cardiff on 30th August 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

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

(ISDA Agreements Subject to English Law)



International Swaps and Derivatives Association, Inc.

## 2018 CREDIT SUPPORT DEED FOR INITIAL MARGIN (IM)

between

SCOTTISH WIDOWS LIMITED ..... and GOLDMAN SACHS INTERNATIONAL  
("Party A") ("Party B")

made on ..... 28 August 2019 .....

relating to the

### ISDA Master Agreement

dated as of ..... 30 December 2009 ..... between Party A and Party B.

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

Accordingly, the parties agree as follows:

#### Paragraph 1. Interpretation

(a) **Definitions and Inconsistency.** Unless otherwise defined in this Deed, capitalised terms defined in the Agreement have the same meanings in this Deed. Capitalised terms not otherwise defined in this Deed or in the Agreement have the meanings specified pursuant to Paragraph 12, and all references in this Deed to Paragraphs are to Paragraphs of this Deed. In the event of any inconsistency between this Deed and the provisions of the Agreement or any Other CSA, this Deed will prevail in the case of (i) matters concerning regulatory initial margin requirements relating to Covered Transactions (IM) posted by a Chargor and (ii) specific amendments made herein to the Agreement, the Schedule to the Agreement or any Other CSA, and in the event of any inconsistency between Paragraph 13 and the other provisions of this Deed, Paragraph 13 will prevail.

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

(c) **Scope of this Deed.** The only Transactions which will be relevant for the purposes of determining a "**Margin Amount (IM)**" under this Deed with respect to a posting obligation of a Chargor will be the relevant Covered Transactions (IM) specified in accordance with the provisions of Paragraph 13. Except as expressly

provided herein, nothing in this Deed will affect the rights and obligations, if any, of either party under the Agreement or any Other CSA.

(d) **Amendment Effective Date (IM).** Unless otherwise specified in Paragraph 13, any specific amendments made herein to the Agreement, including the Schedule or any Other CSA, will become effective as of the Amendment Effective Date (IM).

## **Paragraph 2. Security**

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

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

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

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

(B) each Segregated Account, and

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

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

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

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

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

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

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

shall be in addition to, and shall not be affected by, any other security now or subsequently held by the Secured Party for all or any of the Obligations.

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

(i) any time or indulgence granted to or composition with the Chargor or any other person;

(ii) the variation, extension, compromise, renewal or release of, or refusal or neglect to perfect or enforce, any terms of the Agreement or any rights or remedies against, or any security granted by, the Chargor or any other person;

(iii) any irregularity, invalidity or unenforceability of any obligations of the Chargor under the Agreement or any present or future law or order of any government or authority (whether of right or in fact) purporting to reduce or otherwise affect any of such obligations to the intent that the Chargor's obligations under this Deed shall remain in full force and this Deed shall be construed accordingly as if there were no such irregularity, unenforceability, invalidity, law or order; and

(iv) any legal limitation, disability, incapacity or other circumstance relating to the Chargor, any guarantor or any other person or any amendment to or variation of the terms of the Agreement or any other document or security.

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

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

### **Paragraph 3. Credit Support Obligations**

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

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

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

(b) **Return Amount (IM).** Subject to Paragraphs 4 and 5, upon a demand made by the Chargor on or promptly following a Calculation Date (IM), if the Return Amount (IM) applicable to the Secured Party for that Calculation Date (IM) equals or exceeds the Secured Party's Minimum Transfer Amount (IM), then the Secured Party will instruct the Custodian (IM) to transfer to the Chargor Posted Credit Support (IM) specified by the Chargor in that demand having a Value as of the date of transfer as close as practicable to (but not more than)

the applicable Return Amount (IM) (rounded pursuant to Paragraph 13). Unless otherwise specified in Paragraph 13, the **“Return Amount (IM)”** applicable to the Secured Party for any Calculation Date (IM) will equal the amount by which:

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

exceeds

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

(c) **“Margin Amount (IM)”**; **“Margin Amount (IA)”**; **Margin Approach**.

(i) **“Margin Amount (IM)”** means, for any Calculation Date (IM) and a posting obligation of a Chargor under a Regime, the Base Currency Equivalent of an amount equal to the sum of the initial margin amounts in respect of the Covered Transactions (IM) determined using the Method specified as applicable to such Regime in Paragraph 13.

(ii) **“Margin Amount (IA)”** means, for any Calculation Date (IM) and a posting obligation of a Chargor, the Base Currency Equivalent of an amount equal to the sum of the Independent Amounts (as defined in any Other CSA) applicable to the Chargor and any other amounts applicable to the Chargor (other than any amounts in respect of Margin Amount (IM) or Exposure), however described, intended by the parties to operate as an Independent Amount, if any, after taking into account any relevant Threshold applicable to the Chargor and any other relevant amounts applicable to the Chargor, however described, intended by the parties to operate as a Threshold but prior to giving effect to any other applicable deduction, discharge or netting of such amounts, under or in relation to the Agreement, as determined and reported by the party responsible for calculating such amounts. For the avoidance of doubt, in order to determine the amounts “applicable to the Chargor” for the purposes hereof, the parties will take into account the effect of any conditions precedent applicable to such amounts.

(iii) **Margin Approach**. The parties have agreed, in Paragraph 13, to implement one of the following approaches (each a **“Margin Approach”**) with respect to the relationship between **“Margin Amount (IM)”** and **“Margin Amount (IA)”**.

(A) If the **“Distinct Margin Flow (IM) Approach”** is specified as applicable in Paragraph 13, the following provisions will apply:

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

(2) **No Amendment to Obligations in respect of Margin Amount (IA)**. The posting obligation of a Chargor in respect of any amount that constitutes a Margin Amount (IA) under any Other CSA shall not be affected or amended in any way by the provisions of this Deed.

(B) If the **“Allocated Margin Flow (IM/IA) Approach”** is specified as applicable in Paragraph 13, the following provisions will apply:

(1) **“Credit Support Amount (IM)”** means, with respect to a party as the Chargor, for any Calculation Date (IM), (i) the Margin Amount (IM) applicable to the Chargor, if any, minus

(ii) the Chargor's Threshold (IM); *provided, however*, that the Credit Support Amount (IM) will be deemed to be zero whenever the calculation of the Credit Support Amount (IM) yields a number less than zero.

(2) ***Amendment to Obligations in respect of Margin Amount (IA).*** The posting obligation of a Chargor in respect of any amount that constitutes a Margin Amount (IA) under any Other CSA shall be reduced on an aggregate basis by the amount of the Chargor's Credit Support Amount (IM); *provided, however*, that if, after such reduction, any such Margin Amount (IA) would be a negative amount, such Margin Amount (IA) will be deemed to be zero.

(C) If the "***Greater of Margin Flow (IM/IA) Approach***" is specified as applicable in Paragraph 13, the following provisions will apply:

(1) ***"Credit Support Amount (IM)"*** means, with respect to a party as the Chargor, for any Calculation Date (IM), the greater of (i)(A) the Margin Amount (IM) applicable to the Chargor, if any, minus (B) the Chargor's Threshold (IM) and (ii) the Margin Amount (IA); *provided, however*, that the Credit Support Amount (IM) will be deemed to be zero whenever the calculation of the Credit Support Amount (IM) yields a number less than zero.

(2) ***Amendment to Obligations in respect of Margin Amount (IA).*** The posting obligation of a Chargor in respect of any amount that constitutes a Margin Amount (IA) under any Other CSA, other than such obligations of a Chargor under this Deed, shall be reduced to zero.

#### **Paragraph 4. Conditions Precedent, Transfers, Timing, Calculations and Substitutions**

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

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

(ii) no Early Termination Date has occurred or been designated for which any unsatisfied payment obligations (whether present, actual, future or contingent) exist which is in respect of all Covered Transactions (IM).

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

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

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

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

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

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

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

(e) **Substitutions.**

(i) The Chargor may on any Local Business Day by notice (a “**Substitution Notice**”) inform the Secured Party that it wishes to transfer to the Segregated Accounts Eligible Credit Support (IM) (the “**Substitute Credit Support (IM)**”) specified in that Substitution Notice in substitution for certain Posted Credit Support (IM) (the “**Original Credit Support (IM)**”) specified in the Substitution Notice.

(ii) Unless Paragraph 13 specifies that no consent is required, the Chargor must obtain the Secured Party’s consent to the proposed substitution. The Chargor will be obliged to transfer the Substitute Credit Support (IM) to the Segregated Accounts on the next Local Business Day following the date:

(A) on which the Chargor receives notice (which may be oral telephonic notice) from the Secured Party of its consent (if consent is needed); or

(B) of the Substitution Notice (if no consent is needed).

(iii) Subject to Paragraph 4(a) above (if applicable), following the date on which the Substitute Credit Support (IM) is transferred to the Segregated Accounts, unless otherwise specified in Paragraph 13 (the “**Substitution Date**”), the Secured Party will be obliged to instruct the Custodian (IM) to transfer to the Chargor the Original Credit Support (IM) as if a demand for such Original Credit Support (IM) had been made pursuant to Paragraph 3(b) after the Notification Time on such Substitution Date; *provided* that the Secured Party will only be obliged to instruct the Custodian (IM) to transfer Original Credit Support (IM) with a Value as of the date of transfer as close as practicable to, but in any event not more than, the Value of the Substitute Credit Support (IM) as of that date, as calculated by the Calculation Agent (IM).



## **Paragraph 5. Dispute Resolution**

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

(i) the Disputing Party will notify the other party and the Calculation Agent (IM) (if the Calculation Agent (IM) is not the other party) not later than the close of business on (x) the date that the transfer is due in respect of such Delivery Amount (IM) or Return Amount (IM) in the case of (I) above, or (y) the Local Business Day following the date of transfer in the case of (II) above;

(ii) subject to Paragraph 4(a) (if applicable), in the case of (I) above, the appropriate party will transfer the undisputed amount to the other party not later than the close of business on the date that the transfer is due in respect of such Delivery Amount (IM) or Return Amount (IM);

(iii) the parties will consult with each other in an attempt to resolve the dispute; and

(iv) if they fail to resolve the dispute by the Resolution Time, then:

(A) in the case of a dispute involving a Delivery Amount (IM) or Return Amount (IM), the Calculation Agent (IM) will recalculate the Credit Support Amount (IM) and Value as of the Recalculation Date by using the procedures specified in Paragraph 13 for calculating the Credit Support Amount (IM), and for calculating the Value, if disputed, of Posted Credit Support (IM); and

(B) in the case of a dispute involving the Value of any transfer of Eligible Credit Support (IM) or Posted Credit Support (IM), the Calculation Agent (IM) will recalculate the Value as of the date of transfer pursuant to Paragraph 13.

Following a recalculation pursuant to this Paragraph 5, the Calculation Agent (IM) will notify each party (or the other party, if the Calculation Agent (IM) is a party) not later than the Notification Time on the Local Business Day following the Resolution Time. The appropriate party will, upon demand following that notice by the Calculation Agent (IM) or a resolution pursuant to Paragraph 5(a)(iii) above and subject to Paragraphs 4(a) (if applicable) and 4(c), make the appropriate transfer.

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

## **Paragraph 6. Custody Arrangements and the Control Agreement**

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

(b) **Custodian (IM) Risk.** Unless otherwise specified in Paragraph 13 with respect to a party as the Secured Party and the other party as the Chargor:

(i) the Chargor will be liable for the acts or omissions of the Custodian (IM) to the same extent that the Chargor would be liable hereunder for its own acts or omissions and any such act or omission of the Custodian (IM) will be deemed to be the act or omission of the Chargor for purposes of Paragraph 7

unless Custodian Event is specified as applicable in Paragraph 13, in which case, the consequences of any act or omission of the Custodian (IM) that constitutes a Custodian Event will be as set out in the “*Custodian Event*” provisions in Paragraph 13;

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

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

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

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

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

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

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

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

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

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

#### **Paragraph 7. Default**

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

(i) as Chargor, that party fails to make, when due, any transfer of Eligible Credit Support (IM), required to be made by the Chargor and that failure continues for two Local Business Days after notice of that failure is given to that party;

(ii) as Secured Party, that party fails to instruct the Custodian (IM) before the relevant time to transfer Posted Credit Support (IM) in order to comply with its obligations hereunder and that failure continues for two Local Business Days after notice of that failure is given to that party; or

(iii) that party fails to comply with or perform any agreement or obligation other than those specified in Paragraphs 7(i) and 7(ii) above and that failure continues for 30 days after notice of that failure is given to that party,

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

**Paragraph 8. Certain Rights and Remedies**

**(a) Secured Party's Rights and Remedies.**

**(i) General.**

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

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

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

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

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

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

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

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

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

(A) to execute any transfer, bill of sale or other assurance in respect of the Posted Credit Support (IM);

(B) to exercise all the rights and powers of the Chargor in respect of the Posted Credit Support (IM);

(C) to ask, require, demand, receive, compound and give a good discharge for any and all moneys and claims for moneys due and to become due under or arising out of any of the Posted Credit Support (IM);

(D) to endorse any cheques or other instruments or orders in connection with any of the Posted Credit Support (IM); and

(E) to make any claims or to take any action or to institute any proceedings which the Secured Party considers to be necessary or advisable to protect or enforce the security interest created by this Deed.

**(iv) *Protection of Purchaser.***

(A) No purchaser or other person dealing with the Secured Party or a Receiver or with its attorney or agent shall be concerned to enquire (1) whether any power exercised or purported to be exercised by the Secured Party has become exercisable, (2) whether any Obligation remains due, (3) as to the propriety or regularity of any of the actions of the Secured Party or (4) as to the application of any money paid to the Secured Party.

(B) In the absence of bad faith on the part of such purchaser or other person, such dealings shall be deemed, so far as regards the safety and protection of such purchaser or other person, to be within the powers conferred by this Deed and to be valid accordingly. The remedy of the Chargor in respect of any impropriety or irregularity whatever in the exercise of such powers shall be in damages only.

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

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

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

(A) Except as provided below, the Secured Party may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

- (1) the security granted under this Deed has become enforceable; or
- (2) the Chargor so requests the Secured Party in writing at any time.

(B) Any appointment under Paragraph 8(a)(vi)(A) above may be by deed, under seal or in writing under its hand.

(C) Any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.

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

(A) The Secured Party may by writing under its hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

(B) The Secured Party may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by law (including under section 109(6) of the Act) will not apply.

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

(A) A Receiver will be deemed to be the agent of the Chargor for all purposes and, accordingly, will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.

(B) No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

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

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

**(x) Powers of Receiver.**

**(A) General**

(1) A Receiver has all the rights, powers and discretions set out below in this subparagraph in addition to those conferred on it by any law. This includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

(2) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

**(B) Possession**

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

**(C) Sale of assets**

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

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

**(D) Receipts**

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

**(E) Delegation**

A Receiver may delegate his powers in accordance with this Deed.

**(F) Other powers**

A Receiver may:

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

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

(3) use the name of the Chargor for any of the above purposes.

(b) **Chargor's Rights and Remedies.** If at any time a Chargor Rights Event has occurred and is continuing, then:

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

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

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

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

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

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

## **Paragraph 9. Representations**

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

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

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

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

(iv) the performance by it as the Chargor of its obligations under this Deed will not result in the creation of any security interest, lien or other interest or encumbrance in or on any Posted Credit Support (IM)

other than the security interest created under this Deed (other than (A) any lien routinely imposed on all securities in a clearing system in which any such Posted Credit Support (IM) may be held or (B) any security interest referred to in, or in connection with, the Control Agreement).

#### **Paragraph 10. Expenses**

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

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

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

#### **Paragraph 11. Other Provisions**

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

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

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

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

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

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

(g) **Governing Law and Jurisdiction.** This Deed, and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with English law. With respect to any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Deed, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the

consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (“**Proceedings**”), each party irrevocably:

(i) submits to the non-exclusive jurisdiction of the English courts;

(ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party; and

(iii) agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction.

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

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

(j) **Interpretation.** Unless otherwise specified in Paragraph 13, references in this Deed to a law, statute or statutory provision include (i) such law, statute or statutory provision as from time to time amended, modified, re-enacted or consolidated whether before or after the date of this Deed; and (ii) any subordinate legislation from time to time made, amended, modified, re-enacted or consolidated, whether before or after the date of this Deed under any such law, statute or statutory provision. Notwithstanding the foregoing, for the purposes of determining (i) if a Transaction is a Covered Transaction (IM) and (ii) what version of any standardised initial margin schedule applies to a particular Transaction (if the parties have otherwise agreed to apply such standardised initial margin schedule to such Transaction), the relevant law, statute, statutory provision or subordinate legislation will be such law, statute, statutory provision or subordinate legislation as in effect on the date the relevant Transaction was entered into.

## **Paragraph 12. Definitions**

As used in this Deed:

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

“**Allocated Margin Flow (IM/IA) Approach**” has the meaning specified in Paragraph 3(c)(iii)(B).

“**Amendment Effective Date (IM)**” means the first date on which a Covered Transaction (IM) is entered into by the parties hereto.

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

(i) available prices for securities with similar maturities, terms and credit characteristics as the Relevant Securities supplied by one or more third parties;

(ii) if the Relevant Securities are listed or traded on a recognised exchange, the value at which they could have been sold on the exchange on the date of appropriation;



(iii) information consisting of relevant market data in the relevant market supplied by one or more third parties, including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or

(iv) information of the types described in paragraph (i) or (iii) above from internal sources (including any of the Secured Party's Affiliates) if that information is of the same type used by the Secured Party in the regular course of its business for the valuation of similar securities.

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

**"Base Currency"** means the currency specified as such in Paragraph 13.

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

**"Calculation Agent (IM)"** has the meaning specified in Paragraph 13.

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

**"Calculation Date Location (IM)"** has the meaning specified in Paragraph 13.

**"Calculation Time (IM)"** has the meaning specified in Paragraph 13.

**"Cash"** means, respectively the Base Currency and each other Eligible Currency.

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

**"Chargor Access Notice"** has the meaning specified in Paragraph 13.

**"Chargor Rights Event"** has the meaning specified in Paragraph 13.

**"Control Agreement"** has the meaning specified in Paragraph 13.

**"Covered Transactions (IM)"** has the meaning specified in Paragraph 13.

**"Credit Support Amount (IM)"** has the meaning specified in the relevant Margin Approach in Paragraph 3(c).

**"Custodian Event"** has the meaning specified in Paragraph 13.

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

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

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

**“Distinct Margin Flow (IM) Approach”** has the meaning specified in Paragraph 3(c)(iii)(A).

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

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

**“Eligible Currency”** means each currency specified as such in Paragraph 13, if such currency is freely available.

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

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

**“Greater of Margin Flow (IM/IA) Approach”** has the meaning specified in Paragraph 3(c)(iii)(C).

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

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

(ii) in relation to a transfer of securities under this Deed, (a) a day on which the clearance system agreed between the parties for delivery of the securities is open for the acceptance and execution of settlement instructions or, if delivery of the securities is contemplated by other means, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place(s) agreed between the parties for this purpose and (b) a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the relevant Segregated Account is located;

(iii) in relation to a valuation under this Deed, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place(s) agreed between the parties for this purpose; and

(iv) in relation to any notice or other communication or other reference to Local Business Day under this Deed, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place specified in the address for notice most recently provided by the recipient.

**“Margin Amount (IA)”** has the meaning specified in Paragraph 3(c)(ii).

**“Margin Amount (IM)”** has the meaning specified in Paragraph 3(c)(i).

**“Margin Approach”** has the meaning specified in Paragraph 3(c)(iii).

**“Method”** has the meaning specified in Paragraph 13.

**“Minimum Transfer Amount (IM)”** means, with respect to a party, the Base Currency Equivalent of the amount specified as such for that party in Paragraph 13 and, if no amount is specified, zero.

**“Notification Time”** has the meaning specified in Paragraph 13.

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

**“Original Credit Support (IM)”** has the meaning specified in Paragraph 4(e)(i).

**“Other CSA”** means any other credit support annex, credit support deed, collateral transfer agreement (and related security agreement) or other collateral related supplement or provision that (i) is a Credit Support Document or (ii) forms part of the Agreement. For the avoidance of doubt, the Control Agreement is not an Other CSA.

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

**“Proceedings”** has the meaning specified in Paragraph 11.

**“Recalculation Date”** has the meaning specified in Paragraph 13.

**“Receiver”** means a receiver, a receiver and manager or administrative receiver, in each case appointed under this Deed.

**“Regime”** has the meaning specified in Paragraph 13 and with the definitions of the individual Regimes also being set out in Paragraph 13.

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

**“Regulations”** has the meaning specified in Paragraph 8(a)(ii)(C).

**“Resolution Time”** has the meaning specified in Paragraph 13.

**“Return Amount (IM)”** has the meaning specified in Paragraph 3(b).

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

**“Secured Party Rights Event”** has the meaning specified in Paragraph 13.

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

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

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

**“Specified Condition”** means, with respect to a party, any event specified as such for that party in Paragraph 13.

**“Substitute Credit Support (IM)”** has the meaning specified in Paragraph 4(e)(i).

**“Substitution Date”** has the meaning specified in Paragraph 4(e)(iii).

**“Substitution Notice”** has the meaning specified in Paragraph 4(e)(i).

**“Threshold (IM)”** means, with respect to a party, the Base Currency Equivalent of the amount specified as such for that party in Paragraph 13 and, if no amount is specified, zero.

**“Valuation Percentage”** means, for any item of Eligible Credit Support (IM), the percentage specified in accordance with Paragraph 13.

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

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

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

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

where:

**“VP”** equals the applicable Valuation Percentage; and

**“H<sub>FX</sub>”** equals the applicable FX Haircut Percentage,

*provided* that, for the purposes of calculating Value under Paragraph 11(a), the VP will be 100% and H<sub>FX</sub> will be zero; and

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

**Paragraph 13. Elections and Variables**

***Regime Table.***

For the purposes of this Deed, the parties have specified the regulatory regimes (each a “***Regime***” and together the “***Regimes***”) applicable to them in their capacity as the Secured Party in the below table (the “***Regime Table***”). For the avoidance of doubt, any Regime that is specified as being applicable in the Regime Table shall not be construed as a representation, admission or acknowledgement that either party is actually regulated under such Regime.

<b>Regime</b>	<b>Party A as the Secured Party (Party B as the Chargor)</b>	<b>Party B as the Secured Party (Party A as the Chargor)</b>
<b>EMIR</b>	Applicable	Applicable
	SIMM Exception:  Applicable: Mandatory Method	SIMM Exception:  Applicable: Mandatory Method
<b>Prudential</b>	Not Applicable	Not Applicable
<b>CFTC</b>	Applicable	Applicable
	SIMM Exception:  Applicable: Mandatory Method	SIMM Exception:  Applicable: Mandatory Method
<b>SEC</b>	Not Applicable	Not Applicable
<b>Canada</b>	Not Applicable	Not Applicable
<b>Switzerland</b>	Not Applicable	Not Applicable
<b>Japan</b>	Not Applicable	Not Applicable
<b>Australia</b>	Not Applicable	Not Applicable
<b>Hong Kong</b>	Not Applicable	Not Applicable

<b>Singapore</b>	Not Applicable	Not Applicable
<b>United Kingdom</b>	Applicable from (i) the date of this Deed, or (ii) if later, to the extent any relevant transitional relief is granted by the relevant governmental or regulatory authority under Part 7 of the Financial Services and Markets Act 2000 (Amendment) (EU Exit) Regulations 2019, the date on which such relief expires or is withdrawn.	Applicable from (i) the date of this Deed, or (ii) if later, to the extent any relevant transitional relief is granted by the relevant governmental or regulatory authority under Part 7 of the Financial Services and Markets Act 2000 (Amendment) (EU Exit) Regulations 2019, the date on which such relief expires or is withdrawn.
	SIMM Exception:  Applicable: Mandatory Method	SIMM Exception:  Applicable: Mandatory Method

***Regime Table Definitions.***

(i) “**Fallback to Mandatory Method**” means, if specified as applicable in the Regime Table with respect to a Regime, ISDA SIMM™ will be the Method applicable to such Regime, but if, to the extent that a party notifies the other that it is mandatory under such Regime for such notifying party to apply the Mandatory Method to one or more transaction types with respect to either the Chargor’s or the Secured Party’s posting or collecting obligation, as applicable (specifying in such notice the relevant transaction types), then with effect from the later of (x) the date on which such notice is effectively delivered and (y) the date specified in such notice as the date on which the Mandatory Method becomes mandatory under such Regime (and only in respect of Transactions of the relevant transaction type entered into after the later of the dates in (x) and (y)):

(A) SIMM Exception will be applicable solely with respect to such transaction types; and

(B) the applicable Method for such transaction types will be the Mandatory Method.

(ii) “**Mandatory Method**” means, if specified as applicable in the Regime Table with respect to a Regime, the Method applicable to such Regime is to determine the Margin Amount (IM) by reference to the methodology prescribed pursuant to such Regime which uses a standardised initial margin schedule (such that prescribed percentages are applied to notional amounts before being adjusted, including by a net-to-gross ratio (NGR)).

### **General Principles.**

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

- (aa) One Way Provisions: One Way Provisions are Applicable  
  
Posting Party for the purposes of One Way Provisions: Party A;
- (bb) in respect of a Chargor and its obligations to post Margin Amount (IM) hereunder, any reference to the term “**Regime**” or “**Regimes**” in this Deed is to all Regimes that are specified as applicable in the Regime Table to the other party as the Secured Party; *provided* that each such Regime will, subject to sub-paragraph (cc) below, be included only from the date that the applicable law requires the relevant Secured Party to collect and/or, if applicable, such Chargor to post initial margin under such Regime (and only for as long as it does so);
- (cc) for the purposes of sub-paragraph (bb) above, where one or more Regimes are considered to be the substitute for compliance with one or more other Regimes for the purposes of a posting obligation hereunder, all such Regime(s) will nevertheless continue to be applicable absent agreement in writing between the parties to the contrary;
- (dd) the parties acknowledge that the Chargor may nevertheless be obliged to post to the Secured Party under a regulatory regime which is not specified as a Regime with respect to the Secured Party in the Regime Table. In the event that the Chargor determines that such regulatory regime requires the Chargor to post an additional amount to the Secured Party, the Chargor may request that the Secured Party accept such additional amount and the Secured Party will use reasonable endeavours to accommodate such request;
- (ee) subject to sub-paragraph (ff) below, ISDA SIMM™ is the specified “**Method**” for all Covered Transactions (IM) with respect to all Regimes (irrespective of asset class or, as applicable, category applicable to a Transaction under the relevant Regime), whereby:
  - (1) ISDA SIMM™ will refer to the version of ISDA SIMM™ applicable to the relevant Secured Party unless otherwise specified here: Not specified;
  - (2) the margin period of risk will be as provided for in such version of ISDA SIMM™; and
  - (3) the “SIMM Calculation Currency” (also known as “SIMM Reporting Currency”) means:
    - (A) in respect of Party A and its calculations, United States Dollar; and
    - (B) in respect of Party B and its calculations, United States Dollar;
- (ff) if SIMM Exception is specified as applicable with respect to a Regime and a Secured Party in the Regime Table, then solely for the purposes of: (1) the relevant Chargor’s posting obligation to such Secured Party; and (2) Covered Transactions (IM) falling within the relevant specified asset class or, as applicable, category under the relevant Regime, the “**Method**” will instead be as specified in the Regime Table;
- (gg) for all Regimes and posting obligations hereunder:
  - (1) in respect of a Covered Transaction (IM) under a Regime which the parties agree constitutes a ‘cross-currency swap’, obligations to exchange principal will be disregarded for the purpose of determining the Margin Amount (IM) with respect to such Regime; and
  - (2) the following approaches apply for the purposes of calculations in respect of the related type of Covered Transaction (IM):

- (A) Unless otherwise specified below, the relevant sensitivities to equity indices, funds and ETFs are addressed by the standard preferred approach where the entire delta is put into the applicable asset class/category for equity indices, funds and ETFs.

If alternative approach is specified here, the parties agree that in respect of the relevant sensitivities, the delta is allocated back to individual equities in equity indices, funds and ETFs: Alternative approach.

- (B) Unless otherwise specified below, the relevant sensitivities to commodity indices are addressed by the standard preferred approach where the entire delta is put into the applicable asset class/category for commodity indices.

If alternative approach is specified here, the parties agree that in respect of the relevant sensitivities, the delta is allocated back to individual commodities in commodity indices: Alternative approach.

Unless expressly agreed otherwise in writing, any failure by a party to use the applicable approach specified in this sub-paragraph (gg) in its determination of the Margin Amount (IM) will not constitute an Event of Default, Potential Event of Default or Termination Event in respect of such party.

- (hh) if more than one Regime is specified in the Regime Table with respect to a Secured Party, then in respect of the Chargor's obligations to post initial margin hereunder to such Secured Party:
- (1) the "**Margin Amount (IM)**" for any Calculation Date (IM) with respect to a party as the Chargor will be the Strictest Of; and
  - (2) the Valuation Percentage and FX Haircut Percentage for all Regimes with respect to the Chargor's posting hereunder will be the Strictest Of;
- (ii) in respect of a Chargor's posting obligation, "**Eligible Currencies**" and "**Eligible Credit Support (IM)**" and each related "**Valuation Percentage**" and "**FX Haircut Percentage**" will be as specified in:

Where Party A is the Chargor: the Eligible Credit Support (IM) Schedule.

Where Party B is the Chargor: the Eligible Credit Support (IM) Schedule.

For the purposes hereof:

"**Control Agreement Eligible Credit Support (IM) Schedule**" means, in respect of a Chargor's posting obligation, such items, and related haircuts and currencies, that can be transferred to the Segregated Account by such Chargor pursuant to the Control Agreement (and/or any related asset schedule or operational document relating to assets held by the relevant Custodian (IM)).

"**Eligible Credit Support (IM) Schedule**" means, in respect of a Chargor's posting obligation, the schedule attached hereto detailing the collateral and haircuts applicable to such collateral;

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



- (II) notwithstanding that a Regime is specified as not applicable in the Regime Table and that no initial margin amounts will be calculated for such Regime under this Deed, the parties agree that, with respect to a party, “**Regime**” for the purposes of the definition of “**Regulatory Event**” and the proviso in the definition of “**ISDA SIMM<sup>TM</sup>**” will include such Regime if it is specified as a “**Substituted Regime**” for that party below:

With respect to Party A, each of the following is a “**Substituted Regime**”:

None specified

With respect to Party B, each of the following is a “**Substituted Regime**”:

None specified

“**Australia**” means Australian Prudential Standard CPS 226 Margining and risk mitigation for non-centrally cleared derivatives published by the Australian Prudential Regulation Authority on December 6, 2016.

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

“**CEA**” means the U.S. Commodity Exchange Act.

“**CFTC**” means the margin requirements adopted by the U.S. Commodity Futures Trading Commission pursuant to CEA § 4s(e).

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

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

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934.

“**Hong Kong**” means Chapter CR-G-14 “Non-centrally Cleared OTC Derivatives Transactions – Margin and Other Risk Mitigation Standards” in the Banking Supervisory Policy Manual issued by the Hong Kong Monetary Authority.

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

“**Japan**” means the margin rules adopted by the Financial Services Agency of Japan pursuant to Article 40, Item 2 of the Financial Instruments and Exchange Act (*kin'yuu shouhin torihiki hou*) (Act No. 25 of 1948) and by the Ministry of Agriculture, Forestry and Fisheries and the Ministry of Economy, Trade and Industry pursuant to the Commodity Derivatives Act (*shouhin sakimono torihiki hou*) (Act No. 239 of 1950) (including their subordinated regulations and the related supervisory guidelines).

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

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

“**Singapore**” means the Guidelines on Margin Requirements for Non-centrally Cleared OTC Derivatives Contracts issued by the Monetary Authority of Singapore (MAS) pursuant to section 321 of the Securities and Futures Act, Chapter 289 of Singapore.

“**Strictest Of**” means:

- (i) in respect of the Margin Amount (IM) applicable to a Chargor’s posting obligation hereunder, that:
  - (A) a Margin Amount (IM) will be determined in respect of each Regime applicable to such posting obligation pursuant to the Method specified as applicable to each such Regime (whereby such amount will be determined for each such Regime solely by reference to the applicable Covered Transactions (IM) under such Regime); and
  - (B) the Margin Amount (IM) to be used for the purposes of this Deed will be the greatest Margin Amount (IM) determined under paragraph (A) above; and
- (ii) in respect of Valuation Percentages and FX Haircut Percentages applicable to a Chargor’s posting obligation hereunder, that:
  - (A) the Valuation Percentage to be applied to an item of Eligible Credit Support (IM) will be the lowest Valuation Percentage specified for such item in accordance with General Principle (ii) with respect to a party (as the Chargor); *provided* that if at any time such Valuation Percentage is greater than the maximum permitted valuation percentage (prescribed or implied) for such item under the requirements of all Regimes, then the Valuation Percentage with respect to such item and such party (as the Chargor) will be such maximum permitted valuation percentage; and
  - (B) the FX Haircut Percentage will be the highest haircut percentage specified in accordance with General Principle (ii); *provided* that if at any time such FX Haircut Percentage is less than the highest haircut percentage applicable under all Regimes for a currency mismatch with the Termination Currency applicable to the relevant Secured Party, the FX Haircut Percentage relating to such posting obligation will be such highest haircut percentage.

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

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

“**United Kingdom**” means EMIR (including, for the avoidance of doubt, the EMIR RTS) as it forms part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (as amended from time to time) (the “**EUWA**”) (including any amendments made to such legislation when it is brought into UK domestic law pursuant to section 8 of the EUWA or any regulations made thereunder).

(a) **Base Currency.** “*Base Currency*” means: Pound Sterling (GBP)

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

(i) The term “*Covered Transactions (IM)*” as used in this Deed means, in respect of a Regime, any outstanding Transaction that is of a type which is, when entered into, and which is, as of any date of determination, subject to law applicable to either party requiring the collection or delivery of initial margin under such Regime.

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

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

(c) **Credit Support Obligations.**

(i) **Selection of Margin Approach.** The parties hereby agree to implement the following Margin Approach: Distinct Margin Flow (IM) Approach.

(ii) “*Calculation Agent (IM)*” for each party as the Chargor will be:

the party making the demand for purposes of Paragraphs 3, 4(d) and 5 and the Secured Party for the purposes of Paragraph 4(e).

(iii) **Delivery Amount (IM) and Return Amount (IM).**

(A) “*Delivery Amount (IM)*” has the meaning specified in Paragraph 3(a), subject to the General Principles.

(B) “*Return Amount (IM)*” has the meaning specified in Paragraph 3(b), subject to the General Principles.

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

(A) **Ineligible Credit Support (IM).** Upon effective delivery of an Ineligibility Notice by a party with respect to a posting obligation of a Chargor hereunder: (i) each item (or a specified amount of such item) identified in such notice will, to the extent comprised in the related Posted Credit Support (IM), have a Value of zero on and from the Ineligibility Date with respect to such posting obligation; and (ii) save in circumstances where the Secured Party objected in writing to the transfer of such item to the Segregated Account prior to such transfer on the basis that such item has ceased to satisfy (or never did satisfy) one or more of the Eligibility Requirements but the relevant Ineligibility Date has not yet occurred due to the minimum five Local Business Days’ notice period, until the occurrence of such Ineligibility Date there shall be no Potential Event of Default or Event of Default arising solely out of such type of items comprising Posted Credit Support (IM) with respect to such posting obligation. The parties will use reasonable endeavours, as soon as reasonably practicable following effective delivery of such notice, to update the Control Agreement (and/or any related asset schedule or operational document relating to assets held by the relevant Custodian (IM)) and/or the types of items which constitute Eligible Credit Support (IM) specified in the Eligible Credit Support (IM) Schedule in order to mitigate against the risk of such event recurring, in each case, as applicable.

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

For the purpose of limb (ii) of the definition of Value, Posted Credit Support (IM) that consists of items that are, in respect of the relevant posting obligation, the subject of a continuing Ineligibility Notice, will, subject to Paragraph 13(c)(iv)(C) below, be deemed to have a value of zero from and including the applicable Ineligibility Date.

(B) ***Return of Posted Credit Support (IM) with a Value of Zero.*** Subject to Paragraph 4(a) (if applicable), the Secured Party will, promptly upon demand (but in no event later than the latest time at which an instruction is required to be served under Paragraph 4(c) with respect to a demand for the transfer of Posted Credit Support (IM)), instruct the Custodian (IM) to transfer to the Chargor any item of Posted Credit Support (IM) (or the specified amount of such item) that as of the date of such demand has a Value of zero in respect of the Chargor's posting obligation; *provided* that the Secured Party will only be obligated to instruct the Custodian (IM) to transfer any Posted Credit Support (IM) in accordance with this Paragraph 13(c)(iv)(B), if, as of the date of instruction, the Chargor has satisfied all of its transfer obligations under this Deed, if any.

(C) ***Reinstatement of Credit Support Eligibility.*** Upon a reasonable request by the Chargor, the Secured Party will determine whether an item (or a specified amount of such item) that was the subject of a prior Ineligibility Notice would currently satisfy the Eligibility Requirements applicable to the Chargor and/or the Secured Party in respect of a Chargor's posting obligation hereunder. If the Secured Party determines that as of such date of determination such item (or specified amount of such item) satisfies such Eligibility Requirements, the Secured Party will, promptly following such determination, rescind the relevant Ineligibility Notice with respect to such item (or specified amount of such item) by written notice to the Chargor. Upon effective delivery of such notice, the relevant item (or specified amount of such item) will no longer be deemed to have a Value of zero by virtue of such prior Ineligibility Notice. The parties will use reasonable endeavours, as soon as reasonably practicable following effective delivery of such notice, to update the Control Agreement (and/or any related asset schedule or operational document relating to assets held by the relevant Custodian (IM)) and/or the types of items which constitute Eligible Credit Support (IM) specified in the Eligible Credit Support (IM) Schedule, in each case as applicable.

(D) ***Certain Definitions.***

***"Eligibility Requirements"*** means, in respect of an item of Eligible Credit Support (IM) and a party:

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

To the extent relevant under law applicable to such party requiring the collection and/or posting of initial margin, for the purposes of construing the Eligibility Requirements, the relevant requirements under law may be applied on a portfolio basis (including, without limitation, for the purposes of applying any concentration limits), such that an entire portfolio or group of items may be the subject of an Ineligibility Notice and will include, if relevant, whether or not the relevant item comprises financial collateral (or equivalent) for the purposes of the Regulations and/or the Directive 2002/47/EC of the European Parliament and Council of 6th June 2002 on financial collateral arrangements as implemented, or whose terms are otherwise substantially reflected, in the relevant jurisdiction.

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

***"Ineligibility Notice"*** means a written notice from a party to the other party in which the notifying party:

(i) represents that it has determined that one or more items (or a specified amount of any such item) has ceased to satisfy (or never did satisfy), or as of a specified date will cease to satisfy, one or more of the Eligibility Requirements;

(ii) lists the item(s) (and, if applicable, the specified amount) that have ceased to satisfy (or never did satisfy), or as of a specified date will cease to satisfy, one or more of the Eligibility Requirements;

(iii) describes the reason(s) why such item(s) (or the specified amount thereof) have ceased to satisfy (or never did satisfy), or will cease to satisfy, one or more of the Eligibility Requirements; and

(iv) specifies the Ineligibility Date.

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

(A) “***Threshold (IM)***” means with respect to Party A: GBP 12,000,000, unless otherwise agreed between the parties.

“***Threshold (IM)***” means with respect to Party B: zero, unless otherwise agreed between the parties.

(B) “***Minimum Transfer Amount (IM)***” means with respect to Party A at any time: GBP 50,000, unless otherwise agreed between the parties; and

“***Minimum Transfer Amount (IM)***” means with respect to Party B at any time: GBP 50,000, unless otherwise agreed between the parties;

*provided* that, in the case of either Party A or Party B, if the Credit Support Amount (IM) at such time with respect to such party as the Chargor is zero, the Minimum Transfer Amount (IM) with respect to the other party as the Secured Party shall be zero.

(C) ***Rounding.***

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

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

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

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

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

(i) “***Calculation Date (IM)***” has the meaning specified in Paragraph 12, unless otherwise specified here: Not specified.

(ii) “***Calculation Time (IM)***” has the meaning specified below:

the time as of which the Calculation Agent (IM) computes its end of day valuations of derivatives transactions in the ordinary course of its business (or such other commercially reasonable convenient time on the relevant day as the Calculation Agent (IM) may determine).

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

Party A: London

Party B: London

(iii) “**Notification Time**” has the meaning specified below:

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

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

(e) **Conditions Precedent.**

(i) The provisions of Paragraph 4(a) will apply, unless otherwise specified here:

Not specified.

(ii) **Specified Condition and Access Condition.** For purposes of the provisions of Paragraph 4(a), a Chargor Rights Event or Secured Party Rights Event with respect to the other party shall constitute a “**Specified Condition**”. For purposes of the definitions of the NEC Event, Secured Party Rights Event or Chargor Rights Event (in each case, if applicable), the following Termination Event(s) (to the extent that such Termination Events are applicable in respect of the relevant party under this Agreement) specified below will be an “**Access Condition**” with respect to the party so specified if: (a) that party is an Affected Party with respect to such Termination Event; and (b) all Transactions are Affected Transactions:

	Party A	Party B
Illegality	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Force Majeure Event	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tax Event	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tax Event Upon Merger	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Credit Event Upon Merger	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Additional Termination Event(s):	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

(f) **Substitutions.**

(i) “**Substitution Date**” has the meaning specified in Paragraph 4(e)(iii); and

(ii) **Consent.** If specified here to be not applicable, the Chargor does not need to obtain the Secured Party’s consent for any substitution pursuant to Paragraph 4(e): Consent is Applicable;

*provided* that Paragraph 4(e) will be subject to Paragraph 13(m)(vi), if applicable.

(g) **Dispute Resolution.**

(i) “**Resolution Time**” means noon, London time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 5.

(ii) “**Recalculation Date**” means the Calculation Date (IM) that gives rise to the dispute under Paragraph 5, *provided* that, if a subsequent Calculation Date (IM) occurs under Paragraph 3 prior to the resolution of the dispute, the “**Recalculation Date**” means the most recent Calculation Date (IM) under Paragraph 3.

(iii) **Recalculation of Credit Support Amount (IM).** For the purpose of Paragraph 5(a)(iv)(A), the Credit Support Amount (IM) will be calculated as follows: the parties agree to consult (including, without limitation, exchanging reasonable details of their calculations and any supporting data as part of the consultation process; *provided* that the parties will not be required to exchange any proprietary or confidential information) in good faith and in a commercially reasonable and timely manner to resolve the dispute and agree on the amount of the relevant Credit Support Amount (IM). The Calculation Agent (IM) will recalculate related amounts using the amount agreed by the parties.

(iv) **Recalculation of Value.** For the purpose of Paragraphs 5(a)(iv)(A) and 5(a)(iv)(B), the Value of Eligible Credit Support (IM) or Posted Credit Support (IM), as applicable, will be calculated in accordance with the following procedure:

With respect to Party A acting in its capacity as the Chargor and Party B acting in its capacity as the Secured Party: Consultation Procedure.

With respect to Party B acting in its capacity as the Chargor and Party A acting in its capacity as the Secured Party: Consultation Procedure.

For the purposes hereof:

**“Consultation Procedure”** means the parties agree to consult (including, without limitation, exchanging reasonable details of their calculations and any supporting data as part of the consultation process; *provided* that the parties will not be required to exchange any proprietary or confidential information) in good faith and in a commercially reasonable and timely manner to resolve the dispute and agree on the Value. The Calculation Agent (IM) will recalculate related amounts using such amount agreed by the parties.

**“Other Regulatory CSA Procedure”** means the procedure specified in an Other Regulatory CSA (as defined in Paragraph 13(s)(ii) below) for the calculation of the Value (or its equivalent under such Other Regulatory CSA) of collateral in the event of a dispute involving such Value thereunder.

(v) **Alternative.** The provisions of Paragraph 5 will apply.

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

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

(ii) if **“Failure to Pay Early Termination Amount”** is specified as applicable here, an Event of Default has occurred and is continuing with respect to the Chargor and its obligation to pay an amount under Section 6(e) of the Agreement relating to an Early Termination Date with respect to all Transactions: Failure to Pay Early Termination Amount is Applicable.

Notwithstanding the foregoing, if **“Control Agreement Secured Party Rights Event”** is specified as applicable here with respect to a party as the Chargor, a **“Secured Party Rights Event”** will only occur upon the occurrence of one or more of the events that the Chargor and the Secured Party have agreed in the Control Agreement or otherwise, will permit the Secured Party to exercise sole and exclusive control of the Posted Credit Support (IM) held under the Control Agreement:

With respect to Party A acting in its capacity as the Chargor and Party B acting in its capacity as the Secured Party: Control Agreement Secured Party Rights Event is Not Applicable.

With respect to Party B acting in its capacity as the Chargor and Party A acting in its capacity as the Secured Party: Control Agreement Secured Party Rights Event is Not Applicable.

(i) **Notice of Exclusive Control.** Each party as the Secured Party covenants to the other party as the Chargor that:

(i) it will not give a Notice of Exclusive Control under the Control Agreement unless and until an NEC Event occurs and is continuing and that it will deliver a copy of the Notice of Exclusive Control to the Chargor when it is delivered to the Custodian (IM); and

(ii) it will not exercise any rights of access in respect of the Posted Credit Support (IM) held by the Custodian (IM) arising from delivery of such Notice of Exclusive Control unless and until a Secured Party Rights Event occurs and is continuing.

**“NEC Event”** means:

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

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

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

Notwithstanding the foregoing, if **“Control Agreement NEC Event”** is specified as applicable here with respect to a party as the Chargor, a **“NEC Event”** will only occur upon the occurrence of one or more of the events that the Chargor and the Secured Party have agreed, in the Control Agreement or otherwise, will permit the Secured Party to deliver a Notice of Exclusive Control under the Control Agreement:

With respect to Party A acting in its capacity as the Chargor and Party B acting in its capacity as the Secured Party: Control Agreement NEC Event is Not Applicable.

With respect to Party B acting in its capacity as the Chargor and Party A acting in its capacity as the Secured Party: Control Agreement NEC Event is Not Applicable.

(j) **“Chargor Rights Event”** means an Early Termination Date in respect of all Transactions has occurred or been designated as the result of an Event of Default or Access Condition with respect to the Secured Party; *provided that*:

(i) if **“Chargor Full Discharge Condition”** is specified as applicable here, a Chargor Rights Event will not occur unless the Chargor (A) has provided a statement to the Secured Party in respect of such Early Termination Date pursuant to Section 6(d) of the Agreement and (B) is claiming that an amount under Section 6(e) of the Agreement (I) is payable to the Chargor, (II) is zero or (III) is payable by the Chargor but (x) has been discharged in full together with any accrued interest or (y) will be discharged in full together with any accrued interest in whole or in part pursuant to the Chargor’s exercise of the Delivery in Lieu Right as notified in writing by the Chargor to the Secured Party in connection with its delivery of a Chargor Access Notice, if applicable: Chargor Full Discharge Condition is Applicable;

and

(ii) if **“Cooling-off Period Condition”** is specified as applicable here, a Chargor Rights Event will not occur unless two Local Business Days have passed following the provision of a statement to the Secured Party pursuant to Section 6(d) of the Agreement: Cooling-off Period Condition is Applicable, to the extent that the Control Agreement does not include a delay of at least two business days (as defined in the relevant Control Agreement) between the service of a Chargor Access Notice and the Chargor Access Notice enabling the Chargor to direct the Custodian (IM) to block withdrawal’s or to control the Posted Credit Support (IM).

Notwithstanding the foregoing, if **“Control Agreement Chargor Rights Event”** is specified as applicable here with respect to a party as the Chargor, a **“Chargor Rights Event”** will only occur upon the



occurrence of one or more of the events that the Chargor and the Secured Party have agreed, in the Control Agreement or otherwise, will permit the Chargor to exercise sole and exclusive control of the Posted Credit Support (IM) held under the Control Agreement:

With respect to Party A acting in its capacity as the Chargor and Party B acting in its capacity as the Secured Party: Control Agreement Chargor Rights Event is Not Applicable.

With respect to Party B acting in its capacity as the Chargor and Party A acting in its capacity as the Secured Party: Control Agreement Chargor Rights Event is Not Applicable.

(k) **Chargor Access Notice.** Each party as the Chargor covenants to the other party as the Secured Party that:

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

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

except in order to exercise its right to return of Posted Credit Support (IM) pursuant to Paragraph 8(d) of this Deed.

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

(l) **Modification to Chargor's Rights and Remedies.**

**Delivery in Lieu Right.** If specified as applicable here, the below (the “**Delivery in Lieu Right**”) will be inserted at the end of Paragraph 8(b): Delivery in Lieu Right is Applicable.

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

(m) **Custody Arrangements.**

The Custodian (IM) in respect of each party as Chargor is:

	Party A	Party B
Name of Custodian (IM)	State Street Bank and Trust Company, London Branch	Not Applicable

(i) “**Control Agreement**” means, with respect to a party as Chargor and the other party as the Secured Party, the account control agreement among such party as the Chargor, the other party as the Secured Party and the relevant Custodian (IM) entered into in relation to each relevant Segregated Account.

(ii) **Custodian (IM) Risk**. The provisions of Paragraph 6(b) will apply unless otherwise specified below:

Not specified.

(iii) **Custodian Event**. If specified as applicable here, has the meaning specified below: Custodian Event is Applicable.

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

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

(A) each Covered Transaction (IM) will be an Affected Transaction; and

(B) both the Chargor and the Secured Party will be the Affected Parties.

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

“**CE End Date**” means, in relation to a Custodian Event, the earlier to occur of:

(A)(1) other than in the case of a Custodian Event with respect to limb (3) of the definition of Custodian Event (a “**Custodian Resignation Event**”), the day falling 90 calendar days after the occurrence of such event;

(2) in the case of a Custodian Resignation Event where advance notice is given in accordance with the Control Agreement, the later of:

(x) the date the notice is given; and

(y) the 28th calendar day to fall prior to the date on which the Control Agreement will terminate in accordance with its terms with respect to such notice (such date of termination under the Control Agreement being the “**Release Date**”);

*provided that, if:*

- (I) an Early Termination Date has been designated as a result of a Custodian Resignation Event; and
- (II) only one party has effectively provided a statement (the “*Timely Statement*”) to the other party pursuant to Section 6(d) of the Agreement on the later of (a) the date falling 18 calendar days prior to the Release Date and (b) the 2nd Local Business Day after the date on which notification of such Timely Statement to the other party is effective,

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

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

(B) effective delivery of a written notice by a party that a Regulatory Event has occurred with respect to such party in respect of such Custodian Event (specifying in reasonable detail in such notice the nature of such Regulatory Event).

If Custodian Event is applicable, any event or circumstance that constitutes or gives rise to a Custodian Event will not constitute or give rise to an Event of Default under Section 5(a)(iii).

“*Regulatory Event*” means, in respect of a party and a Custodian Event, that:

- (A) such party has received notice in writing from the relevant governmental or regulatory authority with proper jurisdiction that it has ceased or will cease to comply with its regulatory obligations under any Regime; or
- (B) a relevant governmental or regulatory authority with proper jurisdiction has made a public statement to the effect of (A),

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

**(iv) *The Control Agreement as a Credit Support Document.***

- (A) With respect to Party A acting in its capacity as the Chargor and Party B acting in its capacity as the Secured Party: the Control Agreement is not a Credit Support Document.
- (B) With respect to Party B acting in its capacity as the Chargor and Party A acting in its capacity as the Secured Party: the Control Agreement is not a Credit Support Document.

**(v) *Inconsistency with the Control Agreement.*** Unless “*Inconsistency with the Control Agreement*” is specified as not applicable here with respect to a party as the Chargor, with respect to such party as the Chargor, in the event of any inconsistency between this Deed and the Control Agreement, this Deed will prevail over the Control Agreement:

- (A) With respect to Party A acting in its capacity as the Chargor and Party B acting in its capacity as the Secured Party: Inconsistency with the Control Agreement is Applicable.
- (B) With respect to Party B acting in its capacity as the Chargor and Party A acting in its capacity as the Secured Party: Inconsistency with the Control Agreement is Applicable.

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

Unless this provision is specified as not applicable below with respect to a party as the Chargor, the parties recognise that the Control Agreement is a means by which the parties can perform their obligations or, as applicable, exercise their rights hereunder and in furtherance thereof agree to the following:

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

(B) notwithstanding differences in methodology or timing, if the Custodian (IM) determines a Value (or any component thereof) and/or Base Currency Equivalent pursuant to the terms of the Control Agreement then such Value and/or Base Currency Equivalent so determined will be used for all purposes in this Deed (other than Paragraph 8) (and the Calculation Agent (IM) will not be obliged to make such determination); *provided* that, where an item has a Value of zero by virtue of an Ineligibility Notice, it will do so for the purposes of this Deed irrespective of the Custodian (IM) Value;

(C) the Secured Party and the Chargor will not be required to serve demands under Paragraph 3(a) or (b), respectively, if such demands are effectively made under the terms of the Control Agreement (and to the extent that both parties are required (or entitled) under the Control Agreement to convey instructions to the Custodian (IM) which reflect the calculations hereunder, each party agrees to convey such instructions in good faith and in a commercially reasonable manner);

(D) the parties will give such instructions contemplated by the Control Agreement to the Custodian (IM) as may be necessary in order for obligations hereunder to be performed or rights hereunder to be exercised (or exercisable) by a party, and where applicable, no later than the Notification Time. For the avoidance of doubt, the Secured Party will bear no liability for any failure of the Custodian (IM) to effect the transfer of any Return Amount (IM) if the Secured Party has sent the appropriate instructions (if any are required); and

(E) the Secured Party's obligations under Paragraph 8(b)(ii) or the operation of the Delivery in Lieu Right (if applicable) is without prejudice to any delay or contest period expressly specified in the Control Agreement that applies in such circumstances.

For purposes of this Paragraph 13(m)(vi), "***Relationship with the Control Agreement***" is applicable with respect to a party as the Chargor, unless otherwise specified here:

(A) With respect to Party A acting in its capacity as the Chargor and Party B acting in its capacity as the Secured Party: Relationship with the Control Agreement is Applicable.

(B) With respect to Party B acting in its capacity as the Chargor and Party A acting in its capacity as the Secured Party: Relationship with the Control Agreement is Applicable.

(vii) ***Collateral Access Breach Additional Termination Event***. If specified as applicable here, has the meaning specified below: Collateral Access Breach is Applicable.

"***Collateral Access Breach***" means a party hereto (the "***Breaching Party***") (i) breaches one or more of the covenants specified herein related to the delivery of a Notice of Exclusive Control or a Chargor Access Notice or (ii) acting in its capacity as a Secured Party, delivers a notice to the Custodian (IM) instructing the Custodian (IM) to deliver Posted Credit Support (IM) to it or anyone other than the Chargor or at the Chargor's direction prior to the occurrence of a Secured Party Rights Event.

If Collateral Access Breach is applicable and a Collateral Access Breach has occurred and is continuing after the CAB End Date, it will constitute an Additional Termination Event and for purposes of such Additional Termination Event:

(A) each Transaction will be an Affected Transaction; and

(B) the Breaching Party will be the sole Affected Party.

**“CAB End Date”** means the 2nd Local Business Day(s) following the date on which the related Collateral Access Breach occurs.

If Collateral Access Breach is applicable, any event or circumstance that constitutes or gives rise to a Collateral Access Breach will not constitute or give rise to an Event of Default under Section 5(a)(iii) of the Agreement.

- (n) ***Additional information relating to Regulatory Compliance and Concentration Limits.*** If specified as applicable here, each party will as soon as reasonably practicable following a request by the other party provide such information as to its classification and/or status relating to collateral eligibility requirements under law applicable to such other party requiring the collection and/or posting of initial margin (including, without limitation, and by way of example, whether it is an institution identified as a “G-SII” or “O-SII” under paragraph 3, Article 8 of the EMIR RTS) as may be reasonably required from time to time: Additional information relating to Regulatory Compliance and Concentration Limits is Applicable.

Unless expressly agreed otherwise in writing, any misrepresentation with respect to such information will not constitute an Event of Default, Potential Event of Default or Termination Event under the Agreement in respect of such party.

- (o) ***Demands and Notices.***

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

Notwithstanding Section 12 (*Notices*) of the Agreement, any notice or other communication in respect of this Deed may be given by email in accordance with the email details provided below and will be deemed effective, if sent by email, on the date it is delivered, unless the date of that delivery is not a Local Business Day or that communication is delivered after the close of business on a Local Business Day, in which case that communication will be deemed given and effective on the first following day that is a Local Business Day.

- (i) in respect of Party A:

Scottish Widows Limited,  
c/o State Street Bank International GmbH,  
Solmsstrasse 83,  
60486 Frankfurt am Main  
Germany  
Tel: +4969667745503  
Email: EMEA7@StateStreet.com

- (ii) in respect of Party B:

Goldman Sachs International  
Peterborough Court  
133 Fleet Street  
London EC4A 2BB  
Attention: Collateral Management  
Tel: +44 207 552 0080  
Fax: +44 207 552 7323  
Email: margin-calls-europe@ny.email.gs.com

- (p) ***Process Agent.*** For the purpose of Paragraph 11(h) of this Deed:

Party A appoints as its Process Agent: not applicable

Party B appoints as its Process Agent: not applicable

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

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

(r) ***Amendment to “Termination Currency”.*** The definition of “***Termination Currency***” has the meaning specified in the Schedule to the Agreement, as amended pursuant to the ISDA Euroclear 2019 Collateral Transfer Agreement between the parties entered into on or around the date of this Deed:

(s) ***Amendment to “Minimum Transfer Amount”.***

(i) The definition of “***Minimum Transfer Amount***” in any Other Regulatory CSA has the meaning specified in such Other Regulatory CSA, unless an amount is specified below as the “***Minimum Transfer Amount***”.

Amendment to “***Minimum Transfer Amount***” is Not Applicable.

(ii) “***Other Regulatory CSA***” means an Other CSA in respect of which some or all Transactions margined thereunder are subject to the margining obligations under one or more Regimes or Substituted Regimes.

(t) ***Interpretation.*** The provisions of Paragraph 11(j) will apply unless otherwise specified below:

Not specified.

(u) ***Other Provisions.***

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

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

In particular, but without limitation:

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

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

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

(ii) ***Loss of Required Model Approval.*** If ISDA SIMM<sup>TM</sup> or another model, including a model operated by a third-party vendor or the other party, is to be used for any purposes hereunder and a party (i) does not receive approval (where at the date of this Deed the model is subject to an initial application for approval), (ii) loses an approval required from any governmental or regulatory authority for such use or (iii) such use is otherwise prohibited by a governmental or regulatory authority, then it will not constitute an Event of Default, Potential Event of Default or Termination Event under the Agreement and shall not

affect the applicable Method with respect to any Regime except to the extent (if any) specified in the Regime Table.

(iii) **Japanese Securities Provisions (Shichiken).** The provisions (the “**Japanese Securities Provisions**”) in the Recommended Amendment Provisions for the ISDA English Law 2016 Phase One IM Credit Support Deed with respect to Japanese Securities will be incorporated herein as Paragraph 13(u)(iii) if specified as applicable here: the Japanese Securities Provisions are Not Applicable.

If the Japanese Securities Provisions are applicable, any information to be provided in connection therewith or any modification the parties may wish to make thereto can be specified here:

None Applicable.

(iv) **Exclusion of Japanese Collateral.** In relation to each posting obligation documented hereunder, absent further agreement between the parties and notwithstanding anything to the contrary specified in this Deed, Japanese law governed securities issued pursuant to the Act Concerning Book-entry Transfer of Corporate Bonds, Stocks, etc. (*Shasai Kabushikitou no Furikae ni Kansuru Houritsu*) (Act No. 75 of 2001, as amended) will not constitute Eligible Credit Support (IM) in respect of such posting obligation.

(v) **Amendments.**

*If the parties wish to make any modifications to the pre-printed provisions in Paragraph 1 through Paragraph 12 of this Deed that are not already being amended or supplemented by this Paragraph 13, they should do so here.*

(i) **Value of ineligible collateral.** The definition of “Value” at Paragraph 12 of this Deed is hereby amended by the addition of the following at the end thereof: “For the avoidance of doubt, items that are comprised in the Posted Credit Support (IM) and are not Eligible Credit Support (IM) shall have a Value of zero.”

(w) **Additional Terms**

*If the parties wish to add any additional terms to this Deed, they should do so here.*

(i) **U.S. Resolution Stay Provisions.**

(A) Recognition of the U.S. Special Resolution Regimes

(1) In the event that a Covered Entity becomes subject to a proceeding under (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder or (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder (a “**U.S. Special Resolution Regime**”) the transfer from a Covered Entity of this Deed, and any interest and obligation in or under, and any property securing, this Deed, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Deed, and any interest and obligation in or under, and any property securing, this Deed were governed by the laws of the United States or a state of the United States.

(2) In the event that a Covered Entity or an Affiliate of a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, any Default Rights (as defined in 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable (“**Default Right**”)) under this Deed that may be exercised against a Covered Entity are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Deed were governed by the laws of the United States or a state of the United States.

(B) Limitation on Exercise of Certain Default Rights Related to an Affiliate’s Entry Into Insolvency Proceedings

Notwithstanding anything to the contrary in this Deed, the parties expressly acknowledge and agree that:

(1) No party shall be permitted to exercise any Default Right with respect to this Deed or any Affiliate Credit Enhancement that is related, directly or indirectly, to an Affiliate of a Covered Entity becoming subject to receivership, insolvency, liquidation, resolution, or similar proceeding (an “**Insolvency Proceeding**”), except to the extent that the exercise of such Default Right would be permitted under the provisions of 12 C.F.R. 252.84, 12 C.F.R. 47.5 or 12 C.F.R. 382.4, as applicable; and

(2) Nothing in this Deed shall prohibit the transfer of any Affiliate Credit Enhancement, any interest or obligation in or under such Affiliate Credit Enhancement, or any property securing such Affiliate Credit Enhancement, to a transferee upon or following an Affiliate of a Covered Entity becoming subject to an Insolvency Proceeding, unless the transfer would result in a party being the beneficiary of such Affiliate Credit Enhancement in violation of any law applicable to such party.

(C) U.S. Protocol or Bilateral Agreement

(1) If prior to the date of this Deed the parties have previously adhered to, or subsequently adhere to, the ISDA 2018 U.S. Resolution Stay Protocol as published by the International Swaps and Derivatives Association, Inc. as of July 31, 2018 (the “**ISDA U.S. Protocol**”), the terms of such protocol shall be incorporated into and form a part of this Deed and the terms of the ISDA U.S. Protocol shall supersede and replace the terms of this Paragraph 13(w)(i). For purposes of incorporating the ISDA U.S. Protocol, a Covered Entity shall be deemed to be a Regulated Entity, a party that is not a Covered Entity shall be deemed to be an Adhering Party, and this Deed shall be deemed to be a Protocol Covered Agreement. Capitalized terms used but not defined in this Paragraph 13(w)(i)(C)(1) shall have the meanings given to them in the ISDA U.S. Protocol.

(2) If prior to the date of this Deed the parties have previously entered into a bilateral agreement in a form consistent with the forms published by ISDA on November 2, 2018 currently available at [www.isda.org](http://www.isda.org) on the 2018 ISDA U.S. Resolution Stay Protocol page and <https://www.isda.org/a/vrCEE/US-Stay-Regulations-Bilateral-Amendments.pdf> (the “**Omnibus Bilateral**”), the terms of such Omnibus Bilateral shall be incorporated into and form a part of this Deed and shall supersede and replace the terms of this Paragraph 13(w)(i). For purposes of incorporating the Omnibus Bilateral, a Covered Entity shall be deemed to be a Covered Entity, a party that is not a Covered Entity shall be deemed to be a Counterparty Entity and this Deed shall be deemed to be a Covered Agreement. Capitalized terms used but not defined in this Paragraph 13(w)(i)(C)(2) shall have the meanings given to them in the Omnibus Bilateral. In the event of any inconsistencies between this Deed and the Omnibus Bilateral, the Omnibus Bilateral will prevail.

For purposes of this Paragraph 13(w)(i):

“**Affiliate**” is defined in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“**Affiliate Credit Enhancement**” means any Credit Enhancement granted by an Affiliate.

“**Covered Entity**” means a “covered entity” as defined in 12 C.F. R. §252.82, a “covered FSI” as defined in 12 C.F.R. §382.2 or a “covered bank” as defined in 12 C.F.R. §47.3.

“**Credit Enhancement**” means any credit enhancement or credit support arrangement in support of the obligations of a Covered Entity under or with respect to this Deed, including any guarantee, collateral arrangement (including any pledge, charge, mortgage or other security interest in collateral or title transfer arrangement), trust or similar arrangement, letter of credit, transfer of margin or any similar arrangement.



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

PARTY A

EXECUTED as a deed by SCOTTISH WIDOWS LIMITED .....

..... acting by (Name of first signatory: ) ..... REDACTED UNDER s859G OF THE COMPANIES ACT 2006 ..... (Signature)

in the presence of: Mike Harris  
Director of Insurance and Wealth Finance and Investments

Witness's Signature: ..... *Sophie Ryance* .....

Witness's Name: ..... SOPHIE RYANCE .....

Witness's Address: ..... REDACTED UNDER s859G OF THE  
..... COMPANIES ACT 2006 .....

**PARTY B**

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

REDACTED UNDER s8599G OF THE COMPANIES ACT 2006

Authorised Signatory (Signature)

Patrick Chamberlain

(Print name)

Managing Director

Jonathan Cheema

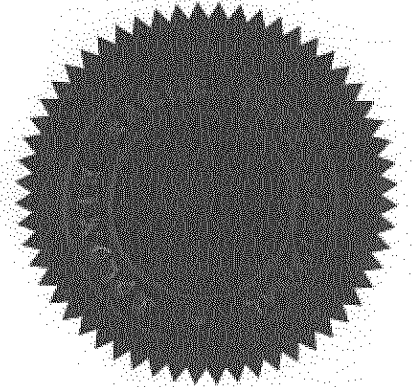
(Signature)

Authorised Signatory

(Print name)

Managing Director/Secretary

REDACTED  
UNDER s859G  
OF THE  
COMPANIES  
ACT 2006



### **Eligible Credit Support (IM) Schedule**

The assets set forth in the table below (the “**Eligible Credit Support (IM) Table**”) under “Items of Eligible Credit Support (IM)” will qualify as Eligible Credit Support (IM) in respect of the posting obligation hereunder of the party specified as long as, subject to the other terms of this Deed, such assets also meet the following conditions:

- (a) Any debt obligation, or the issuer of such debt obligation, must have a Rating equal to or higher than one of the ratings shown in the Eligible Credit Support (IM) Table below.

“**Rating**” means either:

- (i) a rating of the debt obligation for long-term or short-term debt published by at least one of Standard & Poor’s Ratings Services (“**S&P**”), Moody’s Investor Service (“**Moody’s**”) or Fitch Ratings Inc. (“**Fitch**”), and where a debt obligation has more than one such rating, the Rating shall be deemed to be the lowest such rating, or
  - (ii) if the debt obligation does not have a rating under (i) above, a long-term rating of the issuer of the debt obligation published by at least one of S&P, Moody’s or Fitch, and where an issuer has more than one such rating, the Rating shall be deemed to be the lowest such rating.
- (b) Any debt obligation is not in the form of Separate Trading of Registered Interest and Principal of Securities (“**STRIPS**”), Treasury Inflation-Protected Securities (“**TIPS**”), inflation linked securities, coupon stripped securities, tranching debt, indexed debt, zero coupon bonds, asset backed securities, structured securities, subordinated securities, hybrid securities or convertible securities.
- (c) Any debt obligation is not issued by a financial institution or an affiliate of a financial institution.
- (d) Any debt obligation is not issued by the Chargor or any member of its corporate group.
- (e) The following concentration limits shall apply and, to the extent that the Posted Credit Support (IM) is in breach of one or more of the following concentration limits, the relevant assets (being, for the avoidance of doubt, the amount of assets of the relevant description in breach of a concentration limit) shall not constitute Eligible Credit Support (IM) (for the purpose of applying the concentration limits only, Value will be calculated on the basis that any applicable Valuation Percentage is 100% and any applicable FX Haircut Percentage is zero):
- (i) in respect of the assets described at (B) of the Eligible Credit Support (IM) Table: the Value of such assets issued by the same issuer that are comprised in the Posted Credit Support (IM) shall not exceed 50% of the Value of all Posted Credit Support (IM) held by the Secured Party; and
  - (ii) in respect of the assets described at (C) of the Eligible Credit Support (IM) Table: (A) the Value of such assets issued by the same issuer or by members of the same group that are comprised in the Posted Credit Support (IM) shall not exceed 15% of the Value of all Posted Credit Support (IM) held by the Secured Party; (B) the Value of such assets issued by the same issuer that are comprised in the Posted Credit Support (IM) shall not exceed GBP 45,000,000; and (C) no more than 10% of the outstanding notional amount of the same issuance will be comprised in the Posted Credit Support (IM).

	<b>Items of Eligible Credit Support (IM)</b>	<b>In respect of Party A's posting obligation</b>	<b>Ratings band</b>	<b>Remaining time to maturity</b>	<b>Valuation Percentage</b>
(A)	Debt securities issued by the central governments of the following jurisdictions (provided that (i) the currency of denomination is EUR (excluding legacy), GBP, USD or CAD and (ii) the remaining maturity is greater than 1 year and less than or equal to 30 years): Austria, Belgium, Canada, Finland, France, Germany, Luxembourg, the Netherlands, the United Kingdom and the United States (U.S. Treasury Department)	Applicable	Long term: AAA/Aaa to AA-/Aa3 (inclusive)	> 1 to ≤ 5 years >5 year	98% 96%
			Long term: A+/A1 to BBB+/Baa1 (inclusive)	> 1 to ≤ 5 years >5 year	97% 94%
(B)	Debt securities issued by the following supranational and multilateral organisations (provided that (i) the currency of denomination is EUR (excluding legacy), GBP, USD or CAD and (ii) the remaining maturity is greater than 1 year and less than or equal to 30 years): African Development Bank, Asian Development Bank, Bank for International Settlements (BIS), European Bank for Reconstruction and Development, European Financial Stability Facility, European Investment Bank (EIB), European Investment Fund, Inter-American Development Bank, International Bank for Reconstruction and Development, International Finance Corporation, International Monetary Fund, Islamic	Applicable	Long term: AAA/Aaa to AA-/Aa3 (inclusive)	> 1 to ≤ 5 years >5 year	98% 96%
			Long term: A+/A1 to BBB+/Baa1 (inclusive)	> 1 to ≤ 5 years >5 year	97% 94%

	Development Bank, Multilateral Investment Guarantee Agency and Nordic Investment Bank				
(C)	Publically traded debt securities issued by corporate issuers incorporated in the following jurisdictions (provided that (i) the currency of denomination is EUR (excluding legacy), GBP, USD or CAD, (ii) the remaining maturity is greater than 1 year and less than or equal to 30 years and (iii) the outstanding notional amount is greater than or equal to EUR 500,000,000, GBP 250,000,000, USD 550,000,000 or CAD 700,000,000 (as applicable)): Austria, Belgium, Canada, Finland, France, Germany, Luxembourg, the Netherlands, the United Kingdom and the United States	Applicable	Long term: AAA/Aaa to AA- /Aa3 (inclusive)	> 1 to ≤ 5 years  >5 year	96%  92%
			Long term: A+/A1 to BBB+/Baa1 (inclusive)	> 1 to ≤ 5 years  >5 year	94%  88%
FX Haircut Percentage		In respect of Party A’s posting obligation: 8%, unless the Eligible Credit Support (IM) is denominated in the Termination Currency specified with respect to Party B under the Agreement (including, without limitation, pursuant to this Deed), in which case, 0%.			