

MR01

Particulars of a charge

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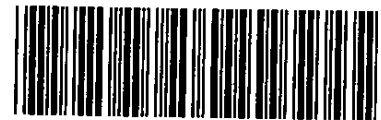
Laserform

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

✓ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

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



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A05

15/12/2014

#186

COMPANIES HOUSE

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

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original

1 Company details

Company number 0 0 0 0 2 0 6 5

Company name in full LLOYDS BANK PLC

For official use
42
→ Filing in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d0 m1 m2 y2 y0 y1 y4

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

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

Name THE ROYAL BANK OF SCOTLAND PLC (36 ST ANDREW
SQUARE, EDINBURGH EH2 2YB)

Name

Name

Name

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

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

MR01

Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument. Brief description	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X Allen + Overy LLP 12 December 2014 on behalf of the Chargee X This form must be signed by a person with an interest in the charge.	

MR01

Particulars of a charge



Presenter information

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

Contact name ROB DE KORT

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

Country/Region

Postcode E 1 6 A D

Country UNITED KINGDOM

DX

Telephone 020 3088 0000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2065

Charge code: 0000 2065 0042

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th December 2014 and created by LLOYDS BANK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2014.

P

Given at Companies House, Cardiff on 23rd December 2014



Companies House



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

EXECUTION VERSION

Euroclear Security Agreement

Lloyds Bank PLC

as Pledgor

and

The Royal Bank of Scotland PLC

as Pledgee

I certify that this is
a correct copy of the
original document.



ASHWIN DATNA, LEGAL DEPT.

The Royal Bank of Scotland plc
135 Bishopsgate
London EC2M 3UR

12/12/14

10 December 2014

THIS AGREEMENT is made on 10 December 2014

BETWEEN:

- (1) **LLOYDS BANK PLC**, incorporated under the laws of England and Wales and having its registered office at 25 Gresham Street, London EC2V 7HN, and acting through its London branch (the "**Pledgor**"); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC**, incorporated under the laws of Scotland No. 90312 and having its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, (the "**Pledgee**").

WHEREAS:

- (A) The Pledgor and Pledgee have entered into an ISDA Master Agreement dated as of 21 July 1988 together with the Schedule thereto and a Credit Support Annex dated as of 21 July 1988 thereto (together, each as amended, restated and supplemented from time to time, the "**ISDA Master Agreement**") and a Euroclear collateral transfer agreement dated as of 4 December 2014 (the "**Euroclear Collateral Transfer Agreement**").
- (B) The Pledgor and the Pledgee are participants in the Euroclear System (as defined below).
- (C) The Pledgor, the Pledgee and Euroclear Bank are parties to an agreement dated on or around the date of this Agreement which incorporates the Pledged Account Terms and Conditions (as defined below) (the "**Single Pledgor Pledged Account Agreement**"), a Collateral Service Agreement (as defined below), and an agreement dated on or around the date of this Agreement amending the Single Pledgor Pledged Account Agreement and the Collateral Service Agreement (the "**Amendment Agreement**").

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND CONFLICT

- 1.1 Terms defined in the Euroclear Collateral Transfer Agreement (whether by reference or otherwise) shall, unless otherwise defined herein, have the same meaning herein.

- 1.2 The following terms will have the meanings set out below:

"Agreement" means this Euroclear Security Agreement;

"Business Day" means a day on which the Pledgee, Euroclear Bank and the Pledgor are open for conducting all or substantially

all of their business functions in their offices in London and Brussels;

"Cash Collateral" means all money standing from time to time credited to the Pledged Cash Account (espèces/contenten as defined in the Financial Collateral Law), as well as the Pledgor's rights, if any, in connection with that money;

"Collateral Service Agreement" means the Euroclear collateral service agreement dated on or about the date hereof entered into by the Pledgor (as Collateral Giver), the Pledgee (as Collateral Taker) and Euroclear Bank, which comprises the "Euroclear Collateral Service Agreement - Terms and Conditions" (February 2013 version) and the "Euroclear Collateral Service Agreement - Operating Procedures" (March 2014 version), as amended from time to time;

"Eligible Cash" has the meaning given to it in the Collateral Service Agreement;

"Eligible Securities" has the meaning given to it in the Collateral Service Agreement;

"Enforcement Event" has the meaning given to it in the Euroclear Collateral Transfer Agreement;

"Euroclear Bank" means Euroclear Bank SA/NV, a credit institution incorporated under the laws of Belgium, as operator of the Euroclear System, and which is recognised as a central depository for purposes of Royal Decree No. 62;

"Euroclear Collateral Transfer Agreement" means the Euroclear Collateral Transfer Agreement entered into by the Pledgor and the Pledgee on or about the date hereof;

"Euroclear Distributions" means all amounts received in respect of Pledged Collateral, whether by way of interest or dividend, or similar payment (excluding, for the avoidance of doubt, payments in respect of principal), and whether in cash or in kind standing to the credit of the Pledged Accounts;

"Euroclear System" means the clearance and settlement system for internationally traded securities operated under contract by Euroclear Bank, including all services offered by Euroclear Bank in respect of securities held or recorded in any account as set forth in the Terms and Conditions Governing Use of Euroclear or in the Operating Procedures of the Euroclear System;

"Financial Collateral Law" means the Belgian law of 15 December 2004 on financial collateral arrangements, as amended from time to time;

Financial Supervision Law means the Belgian law of 2 August 2002 on the supervision on the financial sector and the financial services, as amended from time to time.

"Operating Procedures of the Euroclear System" means the operating procedures of the Euroclear System Issued by Euroclear Bank (September 2014 edition);

"Pledged Account Terms and Conditions" means the "Single Pledgor Pledged Account Terms and Conditions" (2011 Edition) entered into on or about the date hereof by the Pledgor, the Pledgee and Euroclear Bank, in connection with the security contemplated in this Agreement, and any other variations of those terms and conditions made from time to time by Euroclear Bank,

"Pledged Accounts" means the Pledged Securities Account and the Pledged Cash Account;

"Pledged Cash Account" means the Cash Account (as defined in the Operating Procedures of the Euroclear System) in the Euroclear System opened in the name of Euroclear, acting in its own name but for the account of the Pledgee associated with the Pledged Securities Account;

"Pledged Collateral" means the Pledged Securities and the Cash Collateral (excluding any Euroclear Distributions which are released in accordance with clause 6 of this Agreement) and all the rights, title and interest of the Pledgor in and to the Pledged Securities and the Cash Collateral credited from time to time to the Pledged Accounts;

"Pledged Securities" means Eligible Securities from time to time credited to the Pledged Securities Account and all rights, entitlements and interests of the Pledgor relating to or arising from such Eligible Securities (excluding any Euroclear Distributions);

"Pledged Securities Account" means the Securities Clearance Account (as defined in the Operating Procedures of the Euroclear System) in the Euroclear System with number 45860, in which the Pledged Securities will be held, opened in the name of Euroclear, acting in its own name but for the account of the Pledgee, pursuant to the Pledged Account Terms and Conditions;

"Pledgor's Accounts" means the Pledgor's Securities Account and the Pledgor's Cash Account;

"Pledgor's Cash Account" means the Cash Account (as defined in the Operating Procedures of the Euroclear System, as amended from time to time) in the Euroclear System in the name of the Pledgor associated with the Pledgor's Securities Account;

"Pledgor's Securities Account" means the Securities Clearance Account (as defined in the Operating Procedures of the Euroclear System, as amended from time to time) in the Euroclear System, opened in the name of the Pledgor with number 45692;

"Royal Decree No. 62" means the Belgian Royal Decree No. 62 of 10 November 1967 concerning the custody and clearing of fungible financial instruments (as coordinated) as amended from time to time;

"Secured Liabilities" means any and all monies, obligations and liabilities, whether actual, contingent, present and/or future, and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise, which are now or may at any time hereafter be or become due in any manner by the Pledgor to the Pledgee under the ISDA Master Agreement and any documents and agreements relating thereto including, without limitation, any obligations and liabilities of the Pledgor under clauses 11 (*Enforcement*) below, under the Pledged Account Terms and Conditions, under the Euroclear Collateral Transfer Agreement and under the Collateral Service Agreement;

"Security" means the first ranking security (*sûreté de premier rang/zekerheid in eerste rang*) created by or pursuant to this Agreement, and

"Terms and Conditions Governing Use of Euroclear" means the "Terms and Conditions governing use of Euroclear - The clearance and settlement system for internationally traded securities - April 2014" Issued by Euroclear Bank as amended from time to time.

1.3 References in this Agreement to:

- (a) Annex I or Annex II of the Collateral Service Agreement are to the annex of the Collateral Service Agreement in the form delivered by Euroclear Bank and completed by the parties on or prior to the date of this Agreement, as amended from time to time;
- (b) a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational

body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

- (c) a provision of law is a reference to that provision as amended or re-enacted; and
- (d) this Agreement or any other agreement, document or instrument shall be deemed to include references to those agreements, documents or instruments, as they may be amended, novated, supplemented, extended or restated (however fundamentally) from time to time

2 PLEDGE AND TRANSFER OF TITLE FOR SECURITY PURPOSES

- 2.1 The Pledgor hereby pledges (*verpandt/donne en gage*) the Pledged Securities to the Pledgee, and all of its rights, title and interest in relation thereto, which the Pledgee accepts, as security for the due performance and payment of all Secured Liabilities. The Pledgee acknowledges that the Pledgor remains the owner of the Pledged Securities.
- 2.2 For the avoidance of doubt, clause 2.1 will be construed as creating a first ranking commercial pledge (*gage/pand*) under, *inter alia*, the law of 5 May 1872 on commercial pledges, the Financial Collateral Law and, Article 7 of Royal Decree No. 62 or, as the case may be, the law of 2 January 1991 on the market of public debt and monetary policy instruments, the law of 22 July 1991 on treasury bonds and certificates of deposit or articles 460 and 468 to 475ter of the Belgian Company Code, the law of 14 December 2005 on the abolition of bearer shares and the Royal Decree of 12 January 2006 and the Royal Decree of 12 January 2006 on companies' dematerialised shares; and the pledge will constitute a priority right to payment out of the assets pledged (*sûreté réelle/zakelijke zekerheid*). For the purpose of creating this pledge, the Pledgor and the Pledgee have entered into Single Pledgor Pledged Account Agreement with Euroclear Bank as amended by the Amendment Agreement.
- 2.3 The Pledgor hereby transfers the Cash Collateral to the Pledgee (*transfert de propriété à titre de garantie/eigendomsoverdracht ten titel van zekerheid*), and all of its rights, title and interest in relation thereto, which the Pledgee accepts, as security for the due performance and payment of all Secured Liabilities. The parties hereby acknowledge that the security granted over the cash credited to the Pledged Cash Account is a transfer of title for security purposes (and not a pledge despite the reference thereto in this Agreement).

2.4 The parties hereby acknowledge and confirm that the transfer of title for security purposes created under this Agreement is governed by the Financial Collateral Law and that for the purpose of creating this transfer of title for security purposes, the Pledgor and the Pledgee have entered into the Single Pledgor Pledged Account Agreement with Euroclear Bank.

2.5 The Parties hereby acknowledge and confirm that the Security is governed by the Financial Collateral Law.

3. **PERFECTION OF THE SECURITY**

3.1 The Pledgor shall give instruction to deliver Eligible Securities and Eligible Cash to the Pledged Securities Account and the Pledged Cash Account, as the case may be, pursuant to the Euroclear Collateral Transfer Agreement

3.2 It is acknowledged that the Pledgor has given notice to Euroclear Bank of the Security created pursuant to this Agreement in the form of the Single Pledgor Pledged Account Agreement, as amended by the Amendment Agreement.

3.3 The parties agree that the custody of the Pledged Securities shall be subject to the fungibility regime organised by Royal Decree No. 62 or other applicable Belgian legislation providing for a regime of fungibility, as the case may be.

3.4 The parties have appointed Euroclear Bank as third party security holder of the Pledged Collateral, and Euroclear Bank has accepted that appointment by executing the Single Pledgor Pledged Account Agreement, as amended by the Amendment Agreement.

3.5 The parties will treat the Pledged Securities Account for all purposes as a special account specifically opened for the purpose of holding pledged collateral, whether or not exclusively in the context of this Agreement, and the parties agree that they will not use the Pledged Securities Account for any other purpose.

3.6 The Pledgee confirms and acknowledges that the Pledgor shall at all times prior to enforcement of the pledge pursuant to clause 11 (*Enforcement*) remain the sole legal owner of the Pledged Securities for all purposes, including for the purpose of the right of recovery (*revindicatierecht/droit de revendication*) envisaged in Royal Decree No. 62 (it being understood that any such rights shall be subject to the Security and the rights of the Pledgee under this Agreement).

- 3.7 The parties confirm and acknowledge that the Pledged Securities Account is the relevant account in the meaning of Article 17, section 3 of the Financial Collateral Law.

4. SUBSTITUTION

- 4.1 The Pledged Collateral may be substituted by Euroclear Bank for other Eligible Securities or Eligible Cash in accordance with the provisions of the Collateral Service Agreement and the Euroclear Collateral Transfer Agreement.
- 4.2 The parties hereto agree that a substitution of Pledged Collateral in accordance with the Collateral Service Agreement and the Euroclear Collateral Transfer Agreement will not affect the continuity of the Security nor constitute a release of the Security (except in respect of the particular securities or cash substituted). The parties hereto acknowledge that the new Eligible Securities or Eligible Cash, as the case may be, will be deemed to be pledged or transferred by way of security under the same conditions as the substituted Eligible Securities or Eligible Cash, as the case may be. As from the substitution in accordance with the Collateral Service Agreement and the Euroclear Collateral Transfer Agreement, all references to Pledged Collateral in this Agreement will be deemed to include the new Eligible Securities or Eligible Cash, as the case may be, and to exclude the substituted Eligible Securities or Eligible Cash, as the case may be which shall be automatically and immediately released upon transfer. The parties hereto agree that the new Pledged Collateral will be deemed to be equivalent to the Pledged Collateral that is replaced.

5. MARGIN ADJUSTMENTS

- 5.1 Margin adjustments by means of transfers of Eligible Securities or Eligible Cash to or out of the Pledged Securities Account or Pledged Cash Account, as the case may be, may only be carried out by the parties hereto in accordance with the provisions of, and the procedures set out in the Collateral Service Agreement and the Euroclear Collateral Transfer Agreement.
- 5.2 The parties hereby agree that the provision of additional Pledged Collateral in accordance with the Collateral Service Agreement and the Euroclear Collateral Transfer Agreement will not affect the continuity of the Security. The parties hereto acknowledge that any additional Eligible Securities or Eligible Cash transferred to the Pledged Securities Account or Pledged Cash Account, as the case may be, will be deemed to be pledged or transferred by way of security under the same conditions as the original Eligible Securities or Eligible Cash, as the case may be. The parties hereto hereby also acknowledge and agree that any Pledged Collateral

returned to the Pledgor in accordance with the provisions of the Collateral Service Agreement and the Euroclear Collateral Transfer Agreement shall be automatically and immediately released from the Security. As from the date of provision of additional Eligible Securities or Eligible Cash to the Pledged Securities Account or Pledged Cash Account, as the case may be, in accordance with the Collateral Service Agreement, all references to 'Pledged Collateral' in this Agreement will be deemed to include such additional Eligible Securities or Eligible Cash transferred to the Pledged Securities Account or Pledged Cash Account, as the case may be.

6. EUROCLEAR DISTRIBUTIONS

6.1 As long as no Enforcement Event has occurred which is continuing, the Euroclear Distributions shall be transferred to the Pledgor's Accounts in accordance with the provisions of the Collateral Service Agreement.

6.2 The Pledgor agrees that the Euroclear Distributions that are not transferred to it pursuant to this Clause 6 shall, as the case may be, be booked either (i) on the Pledged Securities Account and thus constitute Pledged Securities that fall within the scope of the commercial pledge referred to in Clause 2.1 or (ii) on the Pledged Cash Account and thus constitute Cash Collateral that falls within the scope of the transfer of title by way of security as referred to in Clause 2.3.

6.3 Any transfer from the Pledged Accounts under this clause 6 shall to the extent of such transfer constitute a release of the Security created by this Agreement in respect of the assets so transferred.

7. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

7.1 The Pledgor represents and warrants to the Pledgee that:

- (a) It is duly incorporated and validly existing under the laws of its jurisdiction of incorporation, with full power to enter into this Agreement and to exercise its rights and perform its obligations hereunder and all corporate and other action required to authorise its execution and performance of this Agreement has been duly taken;
- (b) It has all necessary licenses and authorisations to conduct its business as it currently does;
- (c) this Agreement does not violate its constitutional documents, or any law to which it is subject, or any contractual or other obligation binding upon it,

- (d) this Agreement constitutes its legal, valid and binding obligations, enforceable in accordance with its terms;
- (e) the execution, delivery and performance by it of this Agreement in accordance with its terms does not require any authorisation, consent, approval, license (or the like) or exemption (or the like) of any government entity, any registration or filing (or the like) with, report or notice (or the like) to, any governmental entity, or any other consent or approval, in each case, which has not been obtained;
- (f) the Security when perfected constitutes a valid, perfected and continuing first priority security over the Pledged Collateral, in favour of the Pledgee;
- (g) in connection with this Agreement:
 - (i) it is not relying on any advice (whether written or oral) of the other party, other than the representations expressly set out in this Agreement; and
 - (ii) it has made its own decision to enter into this Agreement based upon its own judgement and upon advice from such professional advisors as it has deemed it necessary to consult.
- (h) it owns, or will, at the time of their being credited to the Pledged Accounts, own the Pledged Collateral free and clear, and the Pledged Collateral will remain free and clear of any claims, options, other rights of third parties encumbrances other than the Security and any lien in favour of Euroclear Bank;
- (i) for the purposes of EU Directive No 2001/24/EC on the reorganisation and winding up of credit institutions (the **Directive**) and any relevant national legislation implementing the Directive, its home Member State (as that term is used in the Directive) is situated in its jurisdiction of incorporation; and
- (j) the Pledged Collateral is validly existing and freely transferable.

7.2 The Pledgor undertakes that the representations and warranties contained in clause 7.1 will remain at all times true and correct until the Security has been finally discharged in accordance with clause 10 (*Discharge and Release*)

- 7.3 When a representation or warranty is repeated, its accuracy should be assessed by reference to the circumstances existing at the time of repetition.

8. UNDERTAKINGS

- 8.1 The Pledgor hereby irrevocably and unconditionally undertakes to the Pledgee that it shall:

- (a) not instruct the transfer, use or disposal of the Pledged Collateral, except in accordance with the provisions of this Agreement (including for the avoidance of doubt clauses 10.3 (*Discharge and Release*) and 11 (*Enforcement*) below), the Collateral Service Agreement and the ISDA Master Agreement;
- (b) not create any security interest in respect of the Pledged Collateral or the Pledged Accounts in favour of a third party;
- (c) not permit such transfer, sale, use or disposal or the existence of any such security interest as referred to in (a) and (b) above in respect of the Pledged Collateral (other than any lien in favour of Euroclear Bank); and
- (d) procure that no executory seizure (*saisieexécution /uitvoerendbeslag*) is made on the Pledged Collateral, and that any conservatory seizure (*saisie conservatoire /bewarendbeslag*) on the Cash Collateral is lifted within 30 days of its first being made. The Pledgor shall inform the Pledgee without delay of any such attachment.
- (e) cooperate with the Pledgee and sign or cause to be signed all such further documents and take all such further action as the Pledgee may from time to time reasonably request to perfect and protect the Security and to facilitate the enforcement of the Security carry out the provisions and purposes of this Agreement and the Pledgor will notify the Pledgee immediately upon signing any documents or taking any steps requested by the Pledgee under this clause 8.2(a);
- (f) the Pledgor will pay in timely fashion all taxes, assessments or charges of any nature that are lawfully imposed on the Pledgor, in its capacity as owner of the Pledged Securities;
- (g) without prejudice to clause 4 (*Substitution*), the Pledgor shall not directly do, cause or permit to be done anything which will, or could be reasonably expected to, materially adversely affect the Security or the rights of the Pledgee under this Agreement or which is in any material way inconsistent with

or materially depreciates, jeopardises or prejudices the Security (including, but not limited to, its value) or which affects its enforceability or priority, subject to the terms of this Agreement.

9. SCOPE OF THE SECURITY

9.1 Continuing security

- (a) Without prejudice to clause 4 (*Substitution*), clause 5 (*Margin Adjustments*) and clause 6 (*Euroclear Distributions*), the Security will be a continuing security, will remain in force until released in accordance with clause 10 (*Discharge and Release*), and will in particular not be discharged by reason of the fact that there are at any time no Secured Liabilities currently arising
- (b) The Security will not be discharged by the entry of any Secured Liabilities into any current account, in which case this Security will secure any provisional or final balance of such current account up to the amount in which the Secured Liabilities were entered therein.
- (c) The Pledgee may in its sole discretion at any time without discharging or in any way affecting this security:
 - (i) grant the Pledgor any time or indulgence;
 - (ii) concur in any moratorium of the Secured Liabilities;
 - (iii) agree to amend the terms and conditions of the Secured Liabilities;
 - (iv) abstain from taking or perfecting any other security and discharge any other security; and
 - (v) abstain from exercising any right or recourse or from proving or claiming any debt and waive any right or recourse.
- (d) In the event of (i) an assignment, transfer or novation (*schuldvernieuwing/ novation*) by the Pledgee of all or any part of the Secured Liabilities or (ii) an amendment (however fundamental), supplement or novation (*schuldvernieuwing/novation*) of any of Secured Liabilities, this Agreement, and all rights and obligations under this Agreement will be preserved so that this Agreement and the Security created hereunder will be automatically transferred to and be exercisable by the assignee, transferee, novatee or new obligee, or, as the case may be, secure automatically the

Secured Liabilities, as amended, supplemented or novated provided in each case that the relevant assignment, transfer, novation, amendment or supplement is permitted pursuant to the terms of the ISDA Master Agreement.

9.2 Rights additional

All the rights of the Pledgee hereunder will be in addition to any other rights vested in Pledgee and all such rights may be exercised from time to time and as often as the Pledgee may deem expedient. The Pledgor waives any right it may have of first requiring the Pledgee to proceed against or claim payment from any other party, or to enforce any guarantee or security before enforcing the Security.

10 DISCHARGE AND RELEASE

10.1 Without prejudice to clause 4 (*Substitution*), clause 5 (*Margin Adjustments*), clause 6 (*Euroclear Distributions*) and clause 10.2, the Security created and perfected in accordance with this Agreement will continue and remain in effect until expressly released by the Pledgee in writing.

10.2 Subject to clause 4 (*Substitution*), clause 5 (*Margin Adjustments*) and clause 6 (*Euroclear Distributions*):

- (a) the Pledgee may at its sole discretion grant a full or partial release of the Security; and
- (b) the Security shall be automatically released:
 - (i) upon termination of the Euroclear Collateral Transfer Agreement in accordance with its terms; or
 - (ii) upon full and final discharge of the Secured Liabilities at a time when there is no possibility of any further Secured Liabilities coming into existence,

and the Pledgee shall procure (including by giving any necessary instructions to Euroclear Bank) that any and all Pledged Collateral shall be transferred back to the account of the Pledgor as soon as reasonably practicable

10.3 To the extent permitted by law and without prejudice to clause 6 (*Euroclear Distributions*), any release or discharge of the Security will be null and void and without effect if any payment received by the Pledgee and applied towards satisfaction of all or part of the Secured Liabilities:

- (a) is avoided or declared invalid as against the creditors of the maker of such payment; or
- (b) becomes repayable by the Pledgee to a third party; or
- (c) proves not to have been effectively received by the Pledgee.

11. ENFORCEMENT

11.1 Upon the occurrence of an Enforcement Event and while it is continuing, the Pledgee will be entitled, without being required to give any further notice to the Pledgor and without the need of a prior authorisation from the Belgian courts, to enforce the Security and to realise any Pledged Securities or Pledged Cash standing to the credit of the relevant Pledged Account. Without limiting the generality of the foregoing, the foregoing will include:

- (a) the right of the Pledgee upon or following the occurrence of an Enforcement Event which is continuing to apply the Cash Collateral in discharge of the Secured Liabilities;
- (b) the right of the Pledgee upon or following the occurrence of an Enforcement Event which is continuing to sell or otherwise dispose of, pursuant to and in accordance with Article 8 §1 of the Financial Collateral Law of any other applicable law, all or any part of the Pledged Securities in such manner, at prices determined by reference to prices quoted on a regulated exchange, at the timing of the date of actual enforcement or upon such other terms as the Pledgee shall consider appropriate, and apply the proceeds of any such sale or disposition against the Secured Liabilities which are due and payable;
- (c) without prejudice to paragraphs (a) and (b) above, the right of the Pledgee to forfeit and appropriate ("*toe-eigenen/s'approprier*") all or part of the Pledged Securities pursuant to and in accordance with Article 8 §2 of the Financial Collateral Law by offsetting the value of such Pledged Securities (whereupon, for the avoidance of doubt, the Pledgee will become the owner of the appropriated Pledged Securities);
- (d) the right of the Pledgee to serve notice of the Pledgor's default to Euroclear Bank and terminate (and withdraw any authorisation given by it under) the Collateral Service Agreement; and
- (e) the right of the Pledgee to exercise all rights and remedies it possesses (including, but not limited to, the rights it

possesses pursuant to article 3 of the law of 5 May 1872 on commercial pledges), and may act generally in relation to the Pledged Collateral in such manner as it shall reasonably determine, provided that no such action should be inconsistent with what may be required by the Single Pledgor Pledged Account Agreement and/or the Collateral Transfer Agreement.

- 11.2 The Pledgee will attribute a value to any Pledged Securities appropriated in accordance with clause 11.1(c) in a commercially reasonable manner by:
- (a) using the Market Value of the Pledged Securities on the day that the appropriation in accordance with clause 11.1(c) occurs, as determined by Euroclear Bank in accordance with section 4 of the Collateral Service Agreement – Operating Procedures; and
 - (b) in the case of any Pledged Securities denominated in a currency other than euro, determining the euro equivalent amount by reference to prevailing spot exchange rates.
- 11.3 The Pledgee shall have the right to determine in its sole discretion which remedies to pursue and against which Pledged Collateral to exercise such remedies.
- 11.4 If the Pledgee determines to forfeit and appropriate, sell or otherwise dispose of the Pledged Collateral, it shall have the right to request Euroclear Bank to deliver, assign and transfer such Pledged Collateral to itself or, as the case may be, to the purchaser or assignee thereof, free from any claim or right of whatsoever kind, and the Pledgor further covenants and agrees to execute and deliver such documents and take such other action as the Pledgee deems necessary or advisable in order that any such exercise of rights and remedies may be made in compliance with law.
- 11.5 All amounts received or recovered by the Pledgee in the exercise of its rights under this Agreement shall, subject to the rights of any creditors having priority, be applied in or towards the payment of the Secured Liabilities, in the following order:
- (a) first, in or towards payment of any unpaid costs, fees and expenses of the Pledgee under the ISDA Master Agreement, the Euroclear Collateral Transfer Agreement and this Agreement;
 - (b) secondly, in or towards payment of any accrued interest due to the Pledgee under the ISDA Master Agreement, the Euroclear Collateral Transfer Agreement and this Agreement;

(c) thirdly, in or towards payment of any principal due to the Pledgee under the ISDA Master Agreement, the Euroclear Collateral Transfer Agreement and this Agreement;

(d) fourthly, in or towards payment of any other sum due to the Pledgee under the ISDA Master Agreement, the Euroclear Collateral Transfer Agreement or this Agreement.

To the extent applicable, the Pledgor expressly waives the benefit of Article 1253 and Article 1256 of the Belgian Civil Code.

- 11.6 Should the proceeds of enforcement of the security pursuant to this clause 11 be greater than the outstanding amount of Secured Liabilities, the Pledgee shall promptly pay to the Pledgor any such excess without any further set-off, withholding or counterclaim.

12. LIABILITY OF THE PLEDGEE

(a) The Pledgee shall not be liable to the Pledgor or any other person for any properly incurred costs, losses, liabilities or expenses relating to the enforcement of the Security or for any act, default, omission or misconduct of the Pledgor or any of its officers, employees or agents in relation to the Pledged Collateral or this Agreement except to the extent caused by its own gross negligence (faute grave/grove fout) or wilful misconduct (dol/bedrog).

(b) The Pledgee shall not be under any obligation to take any steps to preserve any rights in the Pledged Collateral against any other parties, but may do so in its sole discretion. All reasonable expenses incurred in connection therewith shall be for the account of the Pledgor.

13. NOTICES

- 13.1 Any notice or other communication to be given under this Agreement:

- (a) shall be in the English language, and except where expressly otherwise provided in this Agreement, shall be in writing;
- (b) may be given in any manner described in clause 13.2 below;
- (c) shall be sent to the party to whom it is to be given at the address or number, or in accordance with the electronic messaging details, set out below:

For the Pledgor:

Address: Lloyds Bank plc

Faryners House
25, Monument Street
London EC3R 8BQ
Attention: Collateral Management
Telephone: +44 20 7158 6531
Facsimile: +44 20 7158 3298/3299
Email: CollateralOps@Lloydsbanking.com

With a copy to:

Address: Lloyds Bank plc
10 Gresham Street
London
EC2V 7AE

Attention: Head of Legal, Wholesale Markets and Treasury
& Trading

For the Pledgee:

Address: RBS
1 Hardman Boulevard,
Manchester,
Greater Manchester,
M3 3AQ
Attention: FI Triparty
Telephone: +44 1617 556831
Email: FITriparty@rbs.com

With a copy to:

Address: RBS
135 Bishopsgate
London
EC2M 3UR

Attention: Ashwin Batra

13.2 Any such notice or other communication shall be effective:

- (a) if in writing and delivered in person or by courier, at the time when it is delivered;
- (b) if sent by telex, at the time when the recipient's answerback is received;
- (c) if sent by facsimile transmission, at the time when the transmission is received by a responsible employee of the

recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

- (d) If sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), at the time when that mail is delivered or its delivery is attempted;
- (e) If sent by electronic messaging system, at the time that electronic message is received,

except that any notice or communication which is received, or delivery of which is attempted, after close of business on the date of receipt or attempted delivery or on a day which is not a day on which commercial banks are open for business in the place where that notice or other communication is to be given shall be treated as given at the opening of business on the next following day which is such a day.

- 13.3 Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system details at which notices or other communications are to be given to it.

14 SEVERABILITY

- 14.1 The invalidity or unenforceability of any provision hereof will not affect the validity or enforceability of this Agreement or of any other provision hereof. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of the Agreement, will not be affected or impaired thereby.
- 14.2 The Agreement shall remain valid and effective notwithstanding the termination, invalidation, unenforceability or similar event affecting the Collateral Service Agreement.
- 14.3 In case of any such illegality, invalidity or unenforceability, the parties shall negotiate in good faith with a view to agree on the replacement of such provision by a provision which is legally valid and enforceable and which is to the extent practicable in accordance with the intents and purposes of this Agreement and which in its economic effect comes as close as practicable to the provision being replaced.

- 14.4 Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to this Agreement, the terms of this Agreement shall prevail.

15. **WAIVER**

No failure on the part of the Pledgee to exercise, or delay on its part in exercising, any right will operate as a waiver thereof, nor will any single or partial exercise by the Pledgee of any right preclude any further or other exercise of such right or the exercise by the Pledgee of any other right. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

16. **TRANSFERABILITY**

Neither party may assign, transfer, novate or dispose of any of, or any interest in, its rights and/or obligations under this Agreement without the prior written consent of the other party.

17. **COUNTERPARTS**

This Agreement may be executed by each party on separate originals, and this has the same effect as if the signatures were on a single copy of the document.

18. **APPLICABLE LAW AND JURISDICTION**

This Agreement will be governed by Belgian law. The Pledgor agrees for the benefit of the Pledgee that any dispute in connection with this Agreement will be subject to the exclusive jurisdiction of the courts of Brussels (Dutch division). For the purposes of any legal action in connection with this Agreement (and for no other purposes), the Pledgor elects domicile ("*élection de domicile*" / "*keuze van woonplaats*") at the offices of Philippe Schepkens, bailiff, having his offices at 1050 Brussels, Avenue de la Couronne, 145 bloc F 4th floor, Belgium and undertakes at all times to maintain an elected domicile in Brussels.

19. **DECLARATION IN RESPECT OF DOCUMENTARY DUTIES**

The parties declare that this Agreement was executed outside of Belgium.

IN WITNESS of which this Agreement has been executed on the date written at the beginning hereof in two originals of which one will be delivered to each party.

This Agreement was executed outside Belgium.

Executed by **Lloyds Bank PLC**

Authorised Signatory

Richard Williams
Director Financial Institutions
Commercial Banking Legal
Wholesale Markets

Executed by The Royal Bank of
Scotland PLC

Authorised Signatory.

Ashwin Batra
Authorised Signatory