



THE BANK OF NEW YORK MELLON

DATED AS OF 30 NOVEMBER 2012

**BOOST ISSUER PUBLIC LIMITED COMPANY**  
(Collateral Receiver)

AND

**BNP PARIBAS ARBITRAGE S.N.C.**  
(Collateral Provider)

AND

**THE BANK OF NEW YORK MELLON**  
(BNYM)

AND

**THE LAW DEBENTURE TRUST CORPORATION P.L.C.**  
(Security Trustee)

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**COLLATERAL ADMINISTRATION AGREEMENT**  
relating to  
**ISDA Credit Support Annex**

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**THIS AGREEMENT** is made and entered into as of the date set forth below by and among:

(1) **BOOST ISSUER PUBLIC LIMITED COMPANY**, a company incorporated under the laws of Ireland under company number 515981 and having its registered office at AIB International Centre, International Financial Services Centre, Dublin 1, Ireland (the "**Collateral Receiver**");

(2) **BNP PARIBAS ARBITRAGE S.N.C.**, of 160-162 boulevard Macdonald, 75019 Paris, France (the "**Collateral Provider**");

(3) **THE BANK OF NEW YORK MELLON**, a banking corporation organised pursuant to the laws of the State of New York of One Canada Square, London E14 5AL ("**BNYM**"); and

(4) **THE LAW DEBENTURE TRUST CORPORATION P.L.C.**, a company incorporated under the laws of England and Wales under company number 01675231 and having its registered office at Fifth Floor, 100 Wood Street, London EC2V 7EX (the "**Security Trustee**").

## **RECITALS**

Whereas:-

(1) In connection with the collateralised ETP securities programme of the Collateral Receiver (the "**Programme**"), on or about the date hereof, the Collateral Receiver and Collateral Provider have entered into a Credit Support Annex (as hereinafter defined) pursuant to which Collateral Provider may provide Eligible Credit Support (as hereinafter defined) to support its obligations under the ISDA Master Agreement entered into between the parties.

(2) Collateral Receiver and Collateral Provider have requested BNYM to establish a custodian account on behalf of Collateral Receiver and to receive and hold therein Eligible Credit Support which Collateral Provider is obliged to deliver to Collateral Receiver from time to time pursuant to the terms of the Credit Support Annex.

(3) BNYM has agreed to provide certain services to Collateral Receiver and Collateral Provider in order to support transactions effected pursuant to the Credit Support Annex as more particularly set forth herein.

(4) BNYM, which is regulated by the FSA, will treat Collateral Receiver and Collateral Provider as professional clients for the purposes of the FSA Rules.

**NOW THEREFORE**, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:-

### **1. DEFINITIONS**

**A. Defined Terms.** Wherever used in this Agreement, the following terms shall, unless the context requires otherwise, have the meanings set out below.

"**Authorised Person**" any person, whether or not any such person is an officer or employee of Collateral Receiver, Collateral Provider or Security Trustee, as the case may be, duly authorised to give Written Instructions on behalf of Collateral Receiver, Collateral Provider or Security Trustee, such persons and their specimen signatures to be designated in Schedule II attached hereto.

"**Business Day**" a day which is a Business Day pursuant to the ISDA Master Agreement and which is also a day on which BNYM is open for business in connection with the services provided by BNYM under this Agreement.

"**Cash**" the money and currency of any jurisdiction which BNYM accepts for deposit in a cash account.

"**Clearing System**" Clearstream (Luxembourg), Euroclear, Crest, the Federal Reserve Bank of New York, Depository Trust and Clearing Corporation or any other clearing agency or securities depository with which BNYM maintains accounts for the purpose of making Transfers and holding Securities pursuant to the terms of this Agreement.

"**Collateral Pool Security Deed**" means the security deed relating to the Programme entered into on or about the date hereof between the Collateral Receiver, the Collateral Provider and the Security Trustee (as amended, supplemented, novated and/or replaced from time to time).

"**Collateral Receiver's Account**" the custodial securities and cash account, designated as a "client account" and maintained by BNYM in the name of and on behalf of the Collateral Receiver for the deposit of Eligible Credit Support pursuant to the Credit Support Annex.

**"Collateral Provider's Account"** the custodial securities and cash account, designated as a "client account" and maintained by BNYM in the name of and on behalf of Collateral Provider for the deposit of Eligible Credit Support pursuant to the Credit Support Annex.

**"Credit Support Annex"** the Credit Support Annex entered into by Collateral Receiver and Collateral Provider a copy of which is annexed hereto (as amended, modified, varied or supplemented from time to time).

**"Eligible Credit Support"** those categories or types of securities which Collateral Receiver and Collateral Provider have agreed shall be eligible for delivery pursuant to the Credit Support Annex by inclusion on a Schedule of Eligible Credit Support substantially in the form of Schedule I hereto, as such Schedule may be amended from time to time in accordance with clause 9G.

**"FISMA"** the Financial Services and Markets Act 2000.

**"FSA"** the UK Financial Services Authority (and any successor regulatory authority) whose registered office is at 25 The North Colonnade, Canary Wharf, London E14 5HS.

**"FSA Rules"** the rules promulgated by the FSA under FISMA, as amended or replaced from time to time.

**"Margin Percentage"** means, in respect of each type of Eligible Credit Support, the percentage agreed between the Collateral Receiver and the Collateral Provider in the Credit Support Annex and indicated in Schedule I hereto (as may be amended from time to time) in accordance with clause 9G.

**"Market Value "** (A) in relation to any Security as of any date, the amount as calculated by BNYM, after conversion to the Base Currency, that results from dividing (1) the sum of (i) the market value of such Security based on the most recently available closing bid price made available to BNYM, such closing price usually obtained on the Business Day immediately preceding the Business Day on which BNYM calculates the Market Value from pricing information services which BNYM uses generally for pricing such items, and (ii) in the case of a fixed income debt security, accrued but unpaid income, if any, on such Security (provided that if BNYM is unable to obtain the price of such Security from such pricing information services on any Business Day, the Market Value shall be as determined in good faith by BNYM in the reasonable exercise of its discretion based on information furnished to BNYM by one or more brokers in such Security (excluding Collateral Receiver or Collateral Provider) or on the basis of a formula utilised by BNYM for such purpose in the ordinary course of its business); by (2) the applicable Margin Percentage and (B) in relation to Cash or any certificate of deposit, the amount as calculated by BNYM, after conversion to the Base Currency, that results from dividing the relevant nominal or face amount by the relevant Margin Percentage.

**"Posted Collateral"** means all Eligible Credit Support that has been transferred from the Collateral Provider's Account to the Collateral Receiver's Account under the Credit Support Annex and not returned to the Collateral Provider's Account in accordance with the terms of the Credit Support Annex.

**"Physical Securities"** securities and money market instruments in certificated form.

**"Securities"** securities held at a Clearing System or Physical Securities and **"Security"** shall have the corresponding meaning.

**"Sub-custodian"** a bank or financial institution appointed to act as a sub-custodian of BNYM from time to time excluding a Clearing System.

**"Transfer"** a transfer of Eligible Credit Support or Equivalent Credit Support effected pursuant to the Credit Support Annex.

**"Written Instructions"** written communications actually received by BNYM by S.W.I.F.T., letter or such other method specified by BNYM from time to time as available for use in connection with the services provided under this Agreement.

**B. Interpretation.** In this Agreement:

- (i) **"affiliated company"**, **"approved bank"**, **"associate"**, **"control"** (and similar words) and **"nominee company"** shall have the same meaning as in the FSA Rules;
- (ii) capitalised terms used but not otherwise defined shall have the meanings given to them in the Credit Support Annex;
- (iii) references to a schedule or a clause shall, unless indicated otherwise, be references to schedules to, or clauses of, this Agreement;

(iv) references to any provision of a statute, order, regulation or other piece of legislation refer to that provision as amended or re-enacted from time to time;

(v) references to this Agreement shall include its recitals and Schedules;

(vi) references to a time shall mean the time in effect on that day in London; and

(vii) except as may otherwise apply for income payable on particular Securities or as otherwise agreed in writing by the parties, all provisions for the custody, transfer, payment or receipt of Cash shall mean custody or transfer of, payment in, or receipt of, same day freely transferable funds of the relevant currency.

## **2. APPOINTMENT OF CUSTODIAN**

A. Collateral Receiver and Collateral Provider hereby appoint BNYM with effect from the date of this Agreement as custodian of all Securities and as banker in respect of Cash delivered to, and accepted by, BNYM in connection with, and as their agent to provide services in respect of Transfers and to establish and, subject to clauses 5H and 5I of this Agreement, maintain Collateral Provider's Account and Collateral Receiver's Account. BNYM hereby accepts appointment as such custodian, banker and agent and agrees to establish and, subject to clauses 5H and 5I of this Agreement, maintain the Collateral Receiver's Account and Collateral Provider's Account and appropriate records identifying the Eligible Credit Support as delivered by Collateral Provider to the Collateral Receiver as required by the Credit Support Annex. Collateral Receiver and Collateral Provider authorise BNYM to utilise agents (in addition to Sub-custodians and Clearing Systems), including its affiliated companies to perform its duties under this Agreement (such agents shall be referred to in this Agreement as "Agents", which term shall not include Sub-custodians or Clearing Systems). Cash held in the Collateral Receiver's Account or the Collateral Provider's Account with BNYM is held as banker and not as trustee (or in Scotland as agent) or with a Sub-custodian on behalf of Collateral Receiver or Collateral Provider, as appropriate, and as a result the money will not be held in accordance with the FSA Rules on client money. Securities or Cash in the Collateral Receiver's Account or the Collateral Provider's Account may be subject to the law of other jurisdictions, including those of non EEA jurisdictions, and the rights of the parties may be different from those that would apply were English law to be applicable.

B. Collateral Receiver and Collateral Provider each authorises BNYM to deliver and take delivery of all Securities and Cash transferred pursuant to the Credit Support Annex in accordance with this Agreement and Written Instructions given in compliance with the terms of this Agreement to the intent that deliveries made in accordance with this Agreement shall be deemed to be in compliance with their respective obligations under the Credit Support Annex with regard to the delivery and redelivery of Eligible Credit Support or Equivalent Credit Support, as the case may be.

C. Collateral Receiver and Collateral Provider both authorise BNYM to appoint appropriate Sub-custodians (including its affiliated companies) and use Clearing Systems in the relevant local markets to act as custodian of Securities. Securities held with Sub-custodians shall be held subject to the terms and conditions of BNYM's agreement with that Sub-custodian. Securities held in Clearing Systems shall be held in accordance with, and subject to, the agreements, rules, regulations and conditions imposed by such Clearing Systems. Where BNYM arranges for Securities to be held on behalf of Collateral Receiver or Collateral Provider overseas, there may be different settlement, legal or regulatory requirements in overseas jurisdictions from those applying in the United Kingdom together with different practices where appropriate for the identification of Securities.

## **3. REPRESENTATIONS AND WARRANTIES**

### **A. Collateral Receiver, Collateral Provider and BNYM**

Collateral Receiver, Collateral Provider and BNYM each represents, warrants and undertakes that:-

(i) it has all necessary power and is duly authorised to execute and deliver, and to perform its obligations under, this Agreement and has taken all necessary action to authorise such execution, delivery and performance;

(ii) the person signing this Agreement and (with respect to Collateral Receiver and Collateral Provider only) the person who represented Collateral Receiver and Collateral Provider, respectively in connection with each Transfer and (with respect to Collateral Receiver and Collateral Provider only) any Authorised Person providing BNYM with Written Instructions in accordance with this Agreement, is duly authorised to do so on its behalf;

(iii) it has obtained all authorisations of any governmental or regulatory body required in connection with this Agreement and (with respect to Collateral Receiver and Collateral Provider only) the Transfers and (with respect to Collateral Receiver, Collateral Provider and BNYM) such authorisations are in full force and effect;

(iv) the execution, delivery and performance of this Agreement (and with respect to BNYM, except for the performance of Schedules IV and V of this Agreement) will not violate any statute, regulation, order, law,

ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected; and

(v) this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms.

#### **B. Further Representations of Collateral Receiver and Collateral Provider**

Collateral Receiver and Collateral Provider each further represents, warrants and undertakes that:-

(i) the appointment of BNYM as its custodian, banker and agent hereunder has been duly authorised and no other corporate action is required prior to BNYM acting pursuant hereto;

(ii) it is entering into this Agreement and the Transfers for itself as principal and not as agent for another person; and

(iii) (with respect to Collateral Receiver only) subject to Schedule IV hereto, it will not transfer or assign its interest in, or rights with respect to, any Transfer and is acquiring the same for its own account;

(iv) (with respect to Collateral Provider only) at the time of any transfer of any Eligible Credit Support it will have the full and unqualified right to make such transfer and that upon such transfer the Collateral Receiver will receive the same free and clear of any lien, claim, charge, encumbrance or other security interest (other than a lien routinely imposed on all securities in a relevant Clearing System or by a Sub-custodian); and

(v) the execution, delivery and performance of the Transfers will not: violate any statute, regulation, order, law, ordinance, charter, by-law or rule applicable to it; violate any agreement by which it is bound; or affect the legal nature of the Transfer (including but not limited to any security interest granted to the Security Trustee applicable to any Posted Collateral that is subject to such Transfer).

#### **C. Further Representations of BNYM**

BNYM further represents, warrants and undertakes that:-

(i) it is a corporation duly organised and validly existing under the laws of the State of New York; and

(ii) it will maintain Collateral Receiver's Account and Collateral Provider's Account as custodial securities and cash accounts and shall administer Collateral Receiver's Account and Collateral Provider's Account in the same manner as it administers similar accounts established for the same purpose that it maintains for its customers in the ordinary course of its business.

#### **D. Representation of Security Trustee**

The Security Trustee represents, warrants and undertakes that the person signing this Agreement, and each Authorised Person providing BNYM with Written Instructions in accordance with this Agreement, is duly authorised to do so on its behalf.

**E. Repetitions of Representations.** The representations, warranties and undertakings in clauses 3A, B, C and D shall be deemed to be repeated on each day that this Agreement is in force.

### **4. VALUATION OF ELIGIBLE CREDIT SUPPORT**

#### **A. Credit Support Amount**

On each Business Day that Collateral Receiver and Collateral Provider agree to effect a Transfer and on each Business Day on which a Transfer is outstanding, Collateral Receiver and Collateral Provider shall each deliver to BNYM, prior to 1.30 pm a Written Instruction setting out the Credit Support Amount. If BNYM does not receive matching Written Instructions, it shall promptly inform Collateral Receiver and Collateral Provider and await matching Written Instructions.

#### **B. Maintenance of Credit Support Amount**

(i) **Deficit of Credit Support Amount.** In the event that the Credit Support Amount on any Business Day is greater than the Market Value of the Posted Collateral, BNYM shall promptly notify Collateral Provider in writing. By close of business on the said Business Day, Collateral Provider shall transfer to Collateral Provider's Account, for transfer to Collateral Receiver's Account, additional Eligible Credit Support such that, after transfer thereof to Collateral Receiver's Account, the Market Value of the Posted Collateral (including such additional Eligible Credit Support) equals or exceeds the Credit Support Amount. If Collateral Provider fails to transfer an appropriate amount of Eligible Credit Support on the date of any such notice, BNYM shall promptly notify Collateral Receiver and Collateral Provider and await further instructions.

(ii) **Excess of Credit Support Amount.** In the event that the Market Value of the Posted Collateral on any Business Day shall exceed the Credit Support Amount, BNYM shall transfer to Collateral Provider Equivalent Credit Support having a Market Value equal to the excess to the extent permitted in accordance with the terms of this Agreement, Collateral Receiver hereby authorises BNYM to transfer Eligible Credit Support from Collateral Receiver's Account pursuant to this clause 4B(ii) and acknowledges that BNYM shall act on behalf of Collateral Provider in selecting the Equivalent Credit Support to be transferred. Upon transfer from Collateral Receiver's Account, Equivalent Credit Support so transferred shall cease to be Posted Collateral for all purposes under this Agreement.

### **C. Substitutions**

Collateral Receiver hereby authorises BNYM, upon Written Instructions from Collateral Provider received by BNYM by the relevant deadline for the applicable Clearing System or local market on any Business Day, to transfer Equivalent Credit Support from Collateral Receiver's Account to Collateral Provider's Account in accordance with the relevant deadline against transfer to Collateral Receiver's Account of new Eligible Credit Support determined by BNYM to have an aggregate Market Value (taken together with any Eligible Credit Support not substituted hereunder) not less than the Credit Support Amount. Collateral Receiver and Collateral Provider understand and acknowledge that such substitution may not occur simultaneously and may create a deficit or excess of Credit Support Amount.

## **5. OTHER PROVISIONS RELATING TO DELIVERY AND CUSTODY**

### **A. Identification of Collateral**

BNYM shall ascertain that all Securities and Cash to be transferred to Collateral Receiver's Account on any Business Day comprise Eligible Credit Support as provided for in Schedule I. Any Securities or Cash which are not Eligible Credit Support shall not be included in the calculations set forth in clause 4 above and BNYM shall immediately notify Collateral Provider that the Securities and Cash are not Eligible Credit Support and such Securities and Cash shall not be transferred to Collateral Receiver's Account but shall be returned promptly to Collateral Provider. Upon ascertaining that all such Securities and Cash comprise Eligible Credit Support, BNYM shall transfer such Securities and Cash from Collateral Provider's Account to Collateral Receiver's Account as Eligible Credit Support for the relevant transaction(s).

### **B. Notification of Delivery**

BNYM shall as soon as practicable after receipt thereof notify the Collateral Receiver of the delivery of Eligible Credit Support and whether or not the Eligible Credit Support so delivered is at least equal to or in excess of the Credit Support Amount and otherwise complies with the terms of Schedule I.

### **C. Status of Eligible Credit Support**

Upon the transfer of Eligible Credit Support to Collateral Receiver's Account, and subject to the Collateral Receiver having met its obligations to the Collateral Provider under the terms of the Credit Support Annex, the Eligible Credit Support shall be for all purposes the property of the Collateral Receiver during the term of the Transfer to which it relates. Collateral Receiver hereby instructs BNYM to hold the Eligible Credit Support in Collateral Receiver's Account and to refuse to act upon any Written Instruction of Collateral Receiver or Collateral Provider to deliver Eligible Credit Support or Equivalent Credit Support other than as expressly provided in this Agreement or as may be agreed between Collateral Receiver and Collateral Provider from time to time.

### **D. No Lien or Security Interest by BNYM**

BNYM agrees that Posted Collateral shall not be subject to any pledge, charge or other security interest, lien or right of set-off by BNYM. However, Clearing Systems and Sub-custodians may have a security interest or lien over, or a right of set-off in relation to, the Collateral Receiver's Securities or Cash Accounts, as provided in the applicable agreement with the Clearing System or Sub-custodian. Subject as aforesaid BNYM shall not pledge, charge, encumber, hypothecate, transfer, dispose of, or otherwise grant any such third party an interest in, any Posted Collateral.

### **E. Distributions etc.**

(i) If BNYM is made aware of an impending dividend payment or other distribution on any Posted Collateral (a "**Distribution**"), BNYM shall act in accordance with the prior Written Instructions of Collateral Provider specifying the required treatment in respect of such Eligible Credit Support (the "**Standing Distribution**

**Instructions")** unless BNYM receives contrary Written Instructions from Collateral Receiver no later than two Business Days prior to the date on which income is to be paid.

(ii) BNYM shall not be liable for any Losses (as defined in clause 7 below) arising from any failure by BNYM:

(a) to notify Collateral Provider of an impending dividend payment or other distribution, of which BNYM has been made aware; or

(b) to carry out any Written Instructions or Standing Distribution Instructions given by Collateral Provider pursuant to sub-clause 5E(i);

except to the extent that those Losses (as defined in clause 7 below) arise out of BNYM's negligence, fraud or wilful default, in which case BNYM shall be liable to Collateral Provider in respect of any cost, loss or damage suffered by Collateral Provider which it would not have suffered had the relevant Posted Collateral been substituted provided that in no event, whether for negligence, fraud, breach of contract, misrepresentation or otherwise, shall BNYM be responsible or liable to Collateral Provider under this Agreement for any special, indirect or consequential damages, or loss of profits or loss of business.

(iii) In the event that income is paid by the issuer on Posted Collateral, BNYM shall transfer such sums of Cash from Collateral Receiver's Account to Collateral Provider's Account. BNYM's only obligation under this Agreement is to pay amounts of Cash actually received by it and after any payment or withholding that BNYM, a Sub-custodian or Clearing System is required by law to make on account of tax in respect of income received by it in respect of Posted Collateral.

#### **F. Corporate Actions, Income, Voting Rights etc.**

Except as set out in this Agreement, BNYM shall have no obligation to Collateral Receiver or Collateral Provider for Securities which it holds for Collateral Provider or Collateral Receiver to:

(i) claim or receive dividends, interest payments or other entitlements accruing to such Securities;

(ii) exercise any voting rights in relation to such Securities; or

(iii) act in relation to conversions, subdivisions, consolidations, takeovers, pre-emption options, subscription rights, other offers or capital reorganisations or other rights relating to such Securities;

unless, only with respect to sub-paragraphs (ii) and (iii), BNYM, acting on behalf of Collateral Receiver, has received Written Instructions in writing from Collateral Provider at least two Business Days prior to the date on which such action is to be taken and in the case of a call on partly paid Securities or a rights issue, all and any sum due has been paid by Collateral Provider into Collateral Provider's Account or Collateral Receiver's Account, as appropriate, and Collateral Receiver hereby appoints BNYM to receive such Written Instructions to satisfy its obligations to Collateral Provider under the Credit Support Annex.

#### **G. Statements of Positions**

BNYM shall provide Collateral Receiver and Collateral Provider with statements reflecting Securities and Cash positions in Collateral Receiver's Account and Collateral Provider's Account on each Business Day or as otherwise requested by the Collateral Receiver or the Collateral Provider. Collateral Receiver and Collateral Provider shall promptly review all such statements and shall promptly advise BNYM of any error, omission or inaccuracy in such statements. BNYM shall undertake at all times to correct any errors, omissions or inaccuracies which are reported to BNYM by Collateral Receiver or Collateral Provider. Any such corrections shall be reflected on subsequent statements. Collateral Receiver or Collateral Provider may elect to have statements sent by electronic mail ("email") to a specified email address. Such electronic transmissions are not encrypted and therefore are insecure. There are other inherent risks in communicating by email, such as the possibility of virus contamination and disruptions in service. BNYM shall not, in the absence of its fraud or wilful default, be liable for any Losses (as defined in clause 7 below) suffered by Collateral Receiver or Collateral Provider or any third party as a result of it complying with a request to use email to provide statements.

#### **H. Maintenance of Collateral Receiver's Account**

BNYM shall hold all Securities in Collateral Receiver's Account as Collateral Receiver's custodian during the term of each Transfer and shall identify such Securities on its books and records as held for the account of Collateral Receiver. Subject to the terms of this Agreement, Securities and Cash held in Collateral Receiver's Account may be withdrawn from Collateral Receiver's Account only upon Written Instructions from the Security

Trustee and under the terms of clause 6. Redelivery shall be at the Collateral Receiver's risk and expense and BNYM shall not be responsible thereafter for such redelivered Cash or Securities.

#### **I. Maintenance of Collateral Provider's Account**

BNYM shall hold all Securities in Collateral Provider's Account as Collateral Provider's custodian during the term of each Transfer and shall identify such Securities on its books and records as held for the account of Collateral Provider. Subject to the terms of this Agreement, Securities and Cash held in Collateral Provider's Account may be withdrawn from Collateral Provider's Account only upon Written Instructions from Collateral Provider. Redelivery shall be at the Collateral Provider's risk and expense and BNYM shall not be responsible thereafter for such redelivered Cash or Securities.

**J. Registration of Securities.** Legal title to Collateral Receiver's and Collateral Provider's Securities shall be registered or recorded in any relevant record of legal entitlement in accordance with the rules set out in Chapter 6 of the FSA's Client Assets Sourcebook as the same shall be amended from time to time. In accordance with such rules, BNYM notifies Collateral Receiver and Collateral Provider that its Securities may be registered:

(i) in the name of a nominee company controlled by BNYM, by an affiliated company of BNYM, by a Sub-custodian or by a Clearing System on such terms and conditions as any of the foregoing may require; or

(ii) in the name of BNYM, a Sub-custodian or a Clearing System where this manner of registration is permitted by the FSA Rules. Where Securities are recorded or registered in this manner, Collateral Receiver's and Collateral Provider's Securities may not be segregated from other Securities of BNYM, the Sub-custodian or Clearing System and in the event of the appointment of a liquidator, receiver or administrator of BNYM or any equivalent procedure in any relevant jurisdiction, the Sub-custodian or Clearing System, as applicable, may not be as well protected from claims made by the creditors of BNYM, the Sub-custodian or the Clearing System.

**K. Physical Securities.** BNYM shall hold all Physical Securities in the physical possession of BNYM in such a manner that it is readily apparent that such Securities do not belong to BNYM or with a Sub-custodian in a safe custody account generally designated for customers' Securities.

**L. Rights to Securities.** Notwithstanding any other provision of this Agreement, but subject to BNYM's obligation to identify Securities in Collateral Receiver's and Collateral Provider's Account pursuant to clauses 5H and 5I and without prejudice to the proprietary rights of Collateral Receiver and Collateral Provider, Securities shall be deemed to be fungible for the purposes of this Agreement and BNYM may commingle Collateral Receiver's and Collateral Provider's Securities with Securities held by BNYM for other customers. Securities may be held by BNYM or by a Sub-custodian or Clearing System in a commingled client Securities account. Consequently, Collateral Receiver's and Collateral Provider's redelivery rights in respect of the Securities are in respect of Securities of the same number, class, denomination, issue and issuer as those Securities originally deposited with BNYM in Collateral Receiver's and Collateral Provider's Account from time to time and BNYM may use the Collateral Receiver's and Collateral Provider's Securities for the account of another customer and vice versa.

## **6. ENFORCEMENT OF SECURITY**

Upon the security constituted by or pursuant to the Collateral Pool Security Deed becoming enforceable, the Security Trustee shall promptly notify BNYM in writing (copying the Collateral Receiver and the Collateral Provider) thereof (such notice, an "Enforcement Notice"). BNYM's obligations in respect of clauses 4 and 5 of this Agreement shall cease upon receipt of an Enforcement Notice. BNYM may rely upon an Enforcement Notice without further inquiry and following receipt of such Enforcement Notice, BNYM shall cease to act upon any Written Instructions received from the Collateral Receiver or the Collateral Provider with respect to the Posted Collateral and shall act solely on Written Instructions from the Security Trustee with respect to the Posted Collateral. Following receipt of an Enforcement Notice, BNYM will (i) follow Written Instructions from the Security Trustee only and continue to hold all Posted Collateral for the account of Collateral Receiver pending Written Instructions from the Security Trustee; and (ii) continue to hold all Securities and Cash in Collateral Provider's Account for the account of Collateral Provider pending Written Instructions from the Collateral Provider. BNYM shall have no obligation to act pursuant to any Written Instructions if it believes in good faith that such action will violate any applicable statute, regulation, rule, order, judgement or this Agreement.

## **7. CONCERNING CUSTODIAN**

### **A. Limitation of Liability: Indemnification**

Notwithstanding any other provision in this Agreement, BNYM shall not be liable for any costs, expenses, damages, liabilities or claims, including reasonable fees of counsel (collectively, "Losses"), resulting from its action or inaction in connection with this Agreement (including Losses which are incurred by reason of the insolvency of or any action or inaction by any Sub-custodian or Clearing System in relation to Securities or Cash), except for those Losses arising out of the negligence, fraud or wilful default of BNYM, an affiliated company or a nominee company controlled by BNYM or an affiliated company. In no event, whether for negligence, breach of contract, misrepresentation or otherwise, shall BNYM be liable to Collateral Receiver, Collateral Provider or any third party for special, indirect or consequential damages, or loss of profits or loss of business, arising under or in connection with this Agreement. BNYM may, with respect to questions of law, apply for and obtain the advice and opinion of counsel, and shall not be liable for any Losses suffered as a result of anything done or omitted by it in good faith in conformity with such reasonable advice or opinion provided that BNYM exercised reasonable discretion in the appointment of such counsel. Subject to clause 10, Collateral Receiver and Collateral Provider agree, jointly and severally, to indemnify BNYM on demand (on an after-tax basis) and to hold it harmless against any and all:

(a) tax for which BNYM is or is sought to be made liable or accountable in respect of any Transfer or the performance of BNYM's obligations under this Agreement (other than any income, corporation or similar tax in respect of BNYM's remuneration for providing services under this Agreement); and

(b) Losses (including claims by Collateral Receiver, Security Trustee or Collateral Provider which are sustained by BNYM as a result of BNYM's action or inaction in connection with this Agreement), except for those Losses arising out of the negligence, fraud or wilful default of BNYM, an affiliated company or a nominee company controlled by BNYM or an affiliated company. It is expressly understood and agreed that BNYM's right to indemnification under this Agreement shall be enforceable against Collateral Receiver and Collateral Provider directly, without any obligation to first proceed against any third party for whom Collateral Receiver, Security Trustee and/or Collateral Provider may act, and irrespective of any rights or recourse that Collateral Receiver, Security Trustee or Collateral Provider may have against any such third party. This indemnity shall be a continuing obligation of Collateral Receiver and Collateral Provider notwithstanding the termination of any transactions or of this Agreement.

#### **B. Sub-custodians and Agents**

BNYM shall not be liable for any Losses resulting from the, action, inaction or insolvency of a Sub-custodian or an Agent which is not an affiliated company of BNYM in performing any duties or obligations under or in relation to this Agreement as custodian or as BNYM's agent, except those Losses arising out of:

(i) BNYM's negligence in the selection of such Sub-custodian or Agent in light of prevailing settlement and securities handling practices, procedures and controls in the relevant market, or

(ii) BNYM's failure to exercise reasonable care in monitoring the services and reports provided to it by such Sub-custodian or Agent.

With respect to any Losses (other than the Losses arising out of the circumstances described in sub-paragraphs (i) and (ii) above) incurred by Collateral Receiver or Collateral Provider as a result of the action, inaction or insolvency of a Sub-custodian or Agent which is not an affiliated company of BNYM, BNYM shall take appropriate action to recover such Losses from such Sub-custodian or Agent, and BNYM's sole responsibility and liability to Collateral Receiver or Collateral Provider shall be limited to amounts so received from such Sub-custodian or Agent (exclusive of costs and expenses incurred by BNYM). If possible, and if requested by Collateral Receiver or Collateral Provider, BNYM shall permit Collateral Receiver or Collateral Provider to participate (at its expense) in any action by BNYM against a Sub-custodian in such a case, but solely to the extent of its assets held by such Sub-custodian.

#### **C. Clearing Systems**

BNYM shall not be liable for any Losses resulting from the insolvency, action or inaction of a Clearing System.

#### **D. No Guarantee by BNYM**

Notwithstanding any other provision of this Agreement, it is expressly agreed and acknowledged by Collateral Receiver and Collateral Provider that BNYM is not guaranteeing performance of or assuming any liability for the obligations of Collateral Receiver and Collateral Provider hereunder or the effectiveness of the collateral arrangements under this Agreement or the Credit Support Annex nor is it assuming any credit risk associated with any transactions effected between Collateral Receiver and Collateral Provider, which liabilities and risks are the responsibility of Collateral Receiver and Collateral Provider; further, it is expressly agreed that BNYM is not undertaking to make credit available to Collateral Receiver or Collateral Provider to enable it to complete

Transfers nor is BNYM liable for any Losses which result from the general risks of investing or of investing or holding assets in a particular entity or jurisdiction.

#### **E. No Duty of Inquiry**

Notwithstanding any other provision of this Agreement, BNYM shall be under no obligation to inquire into, and shall not be liable for:-

- (i) the validity of the issue of any Securities delivered pursuant to this Agreement, or the legality of the transfer thereof or of any Equivalent Credit Support;
- (ii) the due authority of (a) any Authorised Person to act on behalf of Collateral Receiver or Security Trustee with respect to Posted Collateral or (b) any Authorised Person to act on behalf of Collateral Provider with respect to Cash or Securities held in Collateral Provider's Account; and
- (iii) the due authority of Collateral Receiver, Collateral Provider or any entities for which Collateral Receiver or Collateral Provider acts to purchase, sell or hold any particular asset hereunder.

#### **F. Custody of Cash and Securities**

BNYM shall not be liable for, nor considered to be custodian of, or banker in respect of, any Securities or Cash (whether or not represented by any cheque, draft or other instrument for the payment of money) received by or on behalf of Collateral Receiver or Collateral Provider until BNYM actually receives and collects such Securities or Cash directly or by the final crediting of its account through the appropriate Clearing System or Sub-custodian.

#### **G. Collateral in Default**

BNYM shall not be under any duty or obligation to take action to effect collection of any amount if the Securities upon which such amount is payable is in default, or if payment is refused after due demand or presentation, unless and until it has been (i) directed to take such action by Written Instructions given by Collateral Provider, Collateral Receiver or, following receipt by BNYM of an Enforcement Notice, Security Trustee and (ii) assured to its satisfaction of reimbursement of its costs and expenses in connection with any such action.

#### **H. BNYM Fee and Expenses**

BNYM shall be entitled to receive and Collateral Provider agrees to pay to BNYM such fees and expenses as may be agreed upon from time to time in writing between BNYM and Collateral Provider and all disbursements properly incurred by it in connection with the performance of its duties hereunder.

#### **I. Instructions**

- (i) All Written Instructions from Collateral Receiver, Security Trustee or Collateral Provider shall be communicated to BNYM at the address, fax number or telephone number (as applicable) specified in Schedule III (as amended from time to time).
- (ii) Subject to clause 6 and the terms below, BNYM shall be entitled to rely upon any Written Instructions actually received by BNYM and reasonably believed by BNYM to be duly authorised and delivered.
- (iii) If BNYM receives Written Instructions which appear on their face to have been transmitted by Collateral Receiver, Security Trustee or Collateral Provider, as applicable, via (i) computer facsimile, email, the internet or other insecure electronic method provided that BNYM has previously agreed with Collateral Receiver, Security Trustee or Collateral Provider, as applicable, the purposes for which such insecure electronic methods may be used or (ii) secure electronic transmission containing applicable authorisation codes, passwords and/or authentication keys, Collateral Receiver, Security Trustee and Collateral Provider each understands and agrees that BNYM cannot determine the identity of the actual sender of such Written Instructions and that BNYM shall conclusively presume that such Written Instructions have been sent by an Authorised Person. Collateral Receiver, Security Trustee and Collateral Provider shall be responsible for ensuring that only Authorised Persons transmit such Written Instructions to BNYM and that all Authorised Persons treat applicable user and authorisation codes, passwords and/or authentication keys with all reasonable care.
- (iv) Collateral Receiver, Security Trustee and Collateral Provider each acknowledge and agree that it is fully informed of the protections and risks associated with the various methods of transmitting Written Instructions to BNYM and that there may be more secure methods of transmitting Written Instructions than the method(s) selected by Collateral Receiver, Security Trustee or Collateral Provider as applicable. Collateral Receiver, Security Trustee and Collateral Provider each agree that the security procedures (if any) to be followed in connection with its transmission of Written Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

#### **J. Reliance on Pricing Services**

BNYM is authorised to utilise any generally recognised currency exchange rate quotation service and any generally recognised pricing information service (including brokers and dealers of Securities or Clearing Systems or Sub-custodians) in order to perform its valuation responsibilities under this Agreement, and Collateral Receiver and Collateral Provider agree that BNYM shall not be liable for any Losses suffered or incurred by it arising from errors or omissions of any such currency exchange rate quotation service, pricing information service, broker or dealer, provided that the selection of such currency exchange rate quotation service, pricing information service, broker or dealer was done in good faith.

#### **K. Force Majeure**

BNYM shall not be responsible or liable for any failure of delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, terrorism, sabotage, epidemics, riots, loss or malfunction of utilities, transportation, computer (hardware or software) or communications services, labour disputes, acts of civil or military authority, governmental, judicial or regulatory actions, nationalisation, regulations of the banking or securities industries, including changes in market rules, currency restrictions, devaluations or fluctuations and market conditions affecting the orderly execution of securities transactions or affecting the value of assets. BNYM shall use its reasonable efforts to resume performance as soon as reasonably possible in the circumstances.

#### **L. No Additional Duties**

BNYM shall have no duties or responsibilities save as specifically set forth in this Agreement and no covenant or obligation shall be implied in this Agreement against BNYM.

#### **M. Permitted Transactions**

BNYM or any of its affiliated companies or associates may act as agent for, provide banking, investment advisory, investment management and other services to, and generally engage in any kind of business with, others (including without limitation issuers of Securities, money market instruments or other assets held for and on behalf of Collateral Receiver or Collateral Provider) to the same extent as if BNYM was not a service provider under this Agreement. Nothing in this Agreement shall be deemed to restrict the right of BNYM or its affiliated companies or associates to perform such services for any other person or entity, and the performance of such services for others will not be deemed to violate or give rise to any duty or obligation to Collateral Receiver or Collateral Provider not specifically undertaken by BNYM under this Agreement. If BNYM, or any of its affiliated companies or associates, provide services which are ancillary to BNYM's functions of custodian and banker or carry out other businesses and activities including but not limited to the matters contemplated above, BNYM or any of its affiliated companies or associates as appropriate, may receive and retain any fee, commissions, spreads or other compensation in relation to such service, business or activity.

**N. Incentive Compensation Programme.** BNYM has adopted an incentive compensation programme designed (i) to facilitate clients gaining access to and being provided with explanations about the full range of products and services offered by BNYM or any of its affiliated companies and (ii) to expand and develop client relationships. This programme may lead to the payment of referral fees and/or bonuses to employees of BNYM or any of its affiliated companies who may have been involved in a referral that resulted in the obtaining of products or services by Collateral Receiver or Collateral Provider covered by this Agreement or which may be ancillary or supplemental to such products or services. Any such referral fees or bonuses are funded solely out of fees and commissions paid by Collateral Receiver or Collateral Provider under this Agreement or paid by Collateral Receiver or Collateral Provider with respect to such ancillary or supplemental products or paid by a third party on behalf of Collateral Receiver or Collateral Provider. Further details of the payment of referral fees will be provided to the extent required by applicable laws or regulations and only in accordance with applicable laws, regulations and other legal requirements and limitations. Should Collateral Receiver or Collateral Provider desire such further details, please contact your BNYM Relationship Manager.

#### **O. Complaints**

Any complaints relating to the performance of BNYM's obligations under this Agreement should be addressed to the Chief Executive Officer.

## **8. TERMINATION**

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be not less than sixty (60) days after the date of giving of such notice. Upon termination hereof, Collateral Provider shall pay to BNYM such fees and expenses as may be due to BNYM as of the date of such termination, and shall likewise reimburse BNYM for any fees and expenses made or incurred by BNYM and payable or reimbursable hereunder. If Collateral Receiver (or, following an Enforcement Notice, Security Trustee) and Collateral Provider do not provide Written Instructions designating a successor custodian or otherwise with respect to the delivery of Securities or Cash prior to the termination date, BNYM shall at Collateral Provider's expense, continue to hold all Securities and Cash in Collateral Receiver's Account or Collateral Provider's Account, as the case may be, until it has received Written Instructions with respect to delivery of such Cash and Securities.

## **9. MISCELLANEOUS**

### **A. Authorised Persons**

Collateral Receiver, Security Trustee and Collateral Provider each agrees to furnish to BNYM a new notice in the form of Schedule II or Schedule V, as applicable, (or such other form acceptable to BNYM) if any Authorised Person ceases to be an Authorised Person or if other or additional Authorised Persons of theirs are appointed and authorised. Until such notice is received, BNYM shall be fully protected in acting under the provisions of this Agreement upon Written Instructions from a person reasonably believed to be an Authorised Person as set forth in the last such notice delivered to BNYM.

### **B. Notices**

Any notice authorised or required by this Agreement shall be sufficiently given if addressed to the receiving party and hand delivered or sent by email, mail, telex or facsimile to the individuals at the addresses specified in Schedule III, as such Schedule III may be amended from time to time. Such notice shall be effective upon receipt.

### **C. Access to Books and Records**

Upon reasonable request, Security Trustee, Collateral Receiver and Collateral Provider shall have access to BNYM's books and records maintained in connection with this Agreement during BNYM's normal business hours. Upon reasonable request, copies of any such books and records shall be provided to Collateral Receiver or Collateral Provider at its expense.

**D. Securities Held Overseas.** Where Securities are held overseas or, if different, outside of the jurisdiction in which the Collateral Receiver is established, different settlement, legal and regulatory requirements and different practices for the separate identification of Securities may apply which are different to those in the United Kingdom or the Collateral Receiver's jurisdiction (as the case may be).

### **E. Invalidity of any Provision**

If any provision in or obligation under this Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired by such invalidity, illegality or unenforceability, and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

### **F. Further Assurances**

Collateral Receiver and Collateral Provider shall each do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.

### **G. Amendments**

This Agreement may not be amended or modified in any manner except by a written agreement executed by the parties provided that:

(a) BNYM may amend this Agreement from time to time by notice in writing to the Security Trustee, Collateral Receiver and Collateral Provider in order to comply with or complement the rules or requirements of governmental agencies or regulatory authorities provided that, unless it is impracticable in the circumstances to do so, BNYM shall give Collateral Receiver, Collateral Provider and Security Trustee 10 Business Days' prior notice of any such amendment; and

(b) Schedule I may be amended by matching Written Instructions from Collateral Receiver and Collateral Provider to BNYM (and either Collateral Receiver or Collateral Provider notifying the Security Trustee in writing) specifying the amendments to be made and the date on and from which such amendments are to be effective, provided that such amendments and effective date are also agreed to by BNYM, in its sole discretion, by notice to Collateral Receiver, Security Trustee and Collateral Provider. Any such amendment to Schedule I shall take effect from such effective date.

#### **H. Binding Agreement**

This Agreement shall extend to and shall be binding upon the parties hereto, and their respective successors and assigns, including but not limited to the Security Trustee as an assignee of the Collateral Receiver; provided, however, that this Agreement shall not be assignable by any party (otherwise than as stated above) without the written consent of the other parties.

#### **I. Applicable Law/Jurisdiction**

This Agreement and all matters arising from or related to it (including non-contractual disputes or claims) shall be construed and governed in accordance with English law. The English Courts shall have exclusive jurisdiction of any actions or proceedings arising directly or indirectly from this Agreement (including non-contractual disputes or claims), and Security Trustee, Collateral Receiver and Collateral Provider hereby irrevocably submit to the exclusive jurisdiction of such courts. The parties agree that the English Courts are the most appropriate and convenient courts to deal with any such actions and proceedings and, accordingly, they will not argue to the contrary.

#### **J. Waiver of Immunity**

To the extent that in any jurisdiction any party may now or in the future be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgement) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

#### **K. Headings and References**

The headings and captions in this Agreement are for reference only and shall not affect the construction or interpretation of any of its provisions.

#### **L. Counterparts**

This Agreement may be executed in any number of counterparts, each of which is an original, but such counterparts shall, together, constitute only one instrument.

#### **M. Other Agreements**

In the event of any inconsistency between this Agreement and the Credit Support Annex or other agreement between Collateral Receiver and Collateral Provider applicable to Transfers hereunder, the terms of this Agreement shall prevail.

#### **N. Third Party Rights**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy which exists or is available apart from that Act.

#### **O. Confidentiality**

The parties will at all times respect the confidentiality of this Agreement and any arrangements or agreements made or entered into in connection with this Agreement (collectively, “**Confidential Information**”) and will not disclose to any other person any Confidential Information acquired as a result of or pursuant to this Agreement unless required to do so by law, a regulatory authority, revenue authority, governmental body or an order of a court or regulatory authority or as otherwise agreed. Confidential Information shall not include (a) any information that is available to the public; (b) any information that becomes public other than by a breach of this provision by the receiving party; or (c) any information that is independently developed by the receiving party without use of or reference to Confidential Information from the providing party. BNYM acknowledges and agrees that a summary of the terms of this Agreement is included in the base prospectus in respect of the Programme and that, in connection with the Programme, a copy of this Agreement shall be available for inspection at the offices of the Collateral Receiver and the Security Trustee.

### **10. Limited Recourse and Non Petition**

**A Limited Recourse**

Notwithstanding any other provision of this Agreement, BNYM acknowledges and agrees that in respect of any claim against the Collateral Receiver under this Agreement, it shall only have recourse to the Posted Collateral, and not to any other assets of the Collateral Receiver. If, following realisation in full of the Posted Collateral (whether by way of liquidation or enforcement) and application of available cash sums as provided in this clause 10 and the Collateral Pool Security Deed, as applicable, any outstanding claim against the Collateral Receiver whether secured or unsecured remains unpaid, then such outstanding claim shall be extinguished and no debt shall be owed by the Collateral Receiver hereunder in respect thereof. Following extinguishment in accordance with this clause 10, neither BNYM nor any other person acting on behalf of BNYM shall be entitled to take any further steps against the Collateral Receiver or any of its officers, shareholders, corporate service providers or directors to recover any further sum in respect of the extinguished claim and no debt shall be owed to any such persons by the Collateral Receiver hereunder in respect of such further sum.

**B Non-petition**

None of the parties to this Agreement nor any person acting on behalf of any of them may at any time bring, institute, or join with any other person in bringing, instituting or joining, insolvency, administration, bankruptcy, winding up, examinership or any other similar proceedings (whether court based or otherwise) under or pursuant to this Agreement in relation to the Collateral Receiver or any of its assets, and none of them shall have any claim under or pursuant to this Agreement arising with respect to the assets and/or property attributable to any securities issued by the Collateral Receiver (save for any securities issued under the Programme).

**C Survival**

The provisions of this clause 10 shall survive notwithstanding any redemption of any relevant Class of ETP Securities or the termination or expiration of this Agreement. For the avoidance of doubt, the provisions of this clause 10 shall not affect the terms of clause 7 hereof in respect of the Collateral Provider.

EXECUTED by the parties as of 30 November 2012

**BOOST ISSUER PUBLIC LIMITED COMPANY**

**BNP PARIBAS ARBITRAGE S.N.C.**

\_\_\_\_\_  
By its duly authorised officer

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 3 December 2012

\_\_\_\_\_  
By its duly authorised officer

Name:

Title:

Date: 3 December 2012

**THE LAW DEBENTURE TRUST CORPORATION P.L.C.**

**THE BANK OF NEW YORK MELLON**

\_\_\_\_\_  
By its duly authorised officer

Name:

Title:

Date: 3 December 2012

\_\_\_\_\_  
By its duly authorised officer

Name:

Title:

Date: 3 December 2012

EXECUTED by the parties as of 30 November 2012

**BOOST ISSUER PUBLIC LIMITED COMPANY**

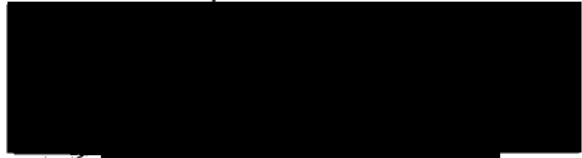
**BNP PARIBAS ARBITRAGE S.N.C.**

\_\_\_\_\_  
By its duly authorised officer

Name:

Title:

Date: 3 December 2012

  
By its duly authorised officer

Name: **Jacques Vigner**

Title:

Date: 3 December 2012

**THE LAW DEBENTURE TRUST CORPORATION P.L.C.**

**THE BANK OF NEW YORK MELLON**

\_\_\_\_\_  
By its duly authorised officer

Name:

Title:

Date: 3 December 2012

\_\_\_\_\_  
By its duly authorised officer

Name:

Title:

Date: 3 December 2012

EXECUTED by the parties as of 30 November 2012

**BOOST ISSUER PUBLIC LIMITED COMPANY**

**BNP PARIBAS ARBITRAGE S.N.C.**

\_\_\_\_\_  
By its duly authorised officer

Name:

Title:

Date: 3 December 2012

\_\_\_\_\_  
By its duly authorised officer

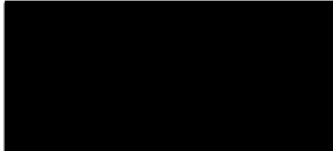
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Date: 3 December 2012

**THE LAW DEBENTURE TRUST CORPORATION P.L.C.**

**THE BANK OF NEW YORK MELLON**



\_\_\_\_\_  
By its duly authorised officer

Name: Bill Rowland

Title: Assistant Director

Date: 3 December 2012

\_\_\_\_\_  
By its duly authorised officer

Name:

Title:

Date: 3 December 2012

EXECUTED by the parties as of 30 November 2012

**BOOST ISSUER PUBLIC LIMITED COMPANY**

**BNP PARIBAS ARBITRAGE S.N.C.**

\_\_\_\_\_  
By its duly authorised officer

\_\_\_\_\_  
By its duly authorised officer

Name:

Name:

Title:

Title:

Date: 3 December 2012

Date: 3 December 2012

**THE LAW DEBENTURE TRUST CORPORATION P.L.C.**

**THE BANK OF NEW YORK MELLON**

\_\_\_\_\_  
By its duly authorised officer

\_\_\_\_\_  
By its duly authorised officer

Name:

Name:

Title:

Title:

Date: 3 December 2012

Date: 3 December 2012

**ANNEX**

**Credit Support Annex**

(Bilateral Form - Transfer)<sup>1</sup>

(ISDA Agreements Subject to English Law)<sup>2</sup>

# ISDA<sup>®</sup>

International Swaps and Derivatives Association, Inc.

## CREDIT SUPPORT ANNEX

to the Schedule to the

### ISDA Master Agreement

dated as of 30 November 2012

between

BNP PARIBAS ARBITRAJE and BOOST ISSUER PUBLIC  
S.N.C. ("Party A") ("Party B") LIMITED COMPANY

This Annex supplements, forms part of, and is subject to, the ISDA Master Agreement referred to above and is part of its Schedule. For the purposes of this Agreement, including, without limitation, Sections 1(c), 2(a), 5 and 6, the credit support arrangements set out in this Annex constitute a Transaction (for which this Annex constitutes the Confirmation).

#### Paragraph 1. Interpretation

Capitalised terms not otherwise defined in this Annex or elsewhere in this Agreement have the meanings specified pursuant to Paragraph 10, and all references in this Annex to Paragraphs are to Paragraphs of this Annex. In the event of any inconsistency between this Annex and the other provisions of this Schedule, this Annex will prevail, and in the event of any inconsistency between Paragraph 11 and the other

<sup>1</sup> This document is not intended to create a charge or other security interest over the assets transferred under its terms. Persons intending to establish a collateral arrangement based on the creation of a charge or other security interest should consider using the ISDA Credit Support Deed (English law) or the ISDA Credit Support Annex (New York law), as appropriate.

<sup>2</sup> This Credit Support Annex has been prepared for use with ISDA Master Agreements subject to English law. Users should consult their legal advisers as to the proper use and effect of this form and the arrangements it contemplates. In particular, users should consult their legal advisers if they wish to have the Credit Support Annex made subject to a governing law other than English law or to have the Credit Support Annex subject to a different governing law than that governing the rest of the ISDA Master Agreement (e.g., English law for the Credit Support Annex and New York law for the rest of the ISDA Master Agreement).

provisions of this Annex, Paragraph 11 will prevail. For the avoidance of doubt, references to "transfer" in this Annex mean, in relation to cash, payment and, in relation to other assets, delivery.

## **Paragraph 2. Credit Support Obligations**

(a) **Delivery Amount.** Subject to Paragraphs 3 and 4, upon a demand made by the Transferee on or promptly following a Valuation Date, if the Delivery Amount for that Valuation Date equals or exceeds the Transferor's Minimum Transfer Amount, then the Transferor will transfer to the Transferee Eligible Credit Support having a Value as of the date of transfer at least equal to the applicable Delivery Amount (rounded pursuant to Paragraph 11(b)(iii)(D)). Unless otherwise specified in Paragraph 11(b), the "Delivery Amount" applicable to the Transferor for any Valuation Date will equal the amount by which:

(i) the Credit Support Amount

exceeds

(ii) the Value as of that Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date).

(b) **Return Amount.** Subject to Paragraphs 3 and 4, upon a demand made by the Transferor on or promptly following a Valuation Date, if the Return Amount for that Valuation Date equals or exceeds the Transferee's Minimum Transfer Amount, then the Transferee will transfer to the Transferor Equivalent Credit Support specified by the Transferor in that demand having a Value as of the date of transfer as close as practicable to the applicable Return Amount (rounded pursuant to Paragraph 11(b)(iii)(D)) and the Credit Support Balance will, upon such transfer, be reduced accordingly. Unless otherwise specified in Paragraph 11(b), the "Return Amount" applicable to the Transferee for any Valuation Date will equal the amount by which:

(i) the Value as of that Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date)

exceeds

(ii) the Credit Support Amount.

## **Paragraph 3. Transfers, Calculations and Exchanges**

(a) **Transfers.** All transfers under this Annex of any Eligible Credit Support, Equivalent Credit Support, Interest Amount or Equivalent Distributions shall be made in accordance with the instructions of the Transferee or Transferor, as applicable, and shall be made:

(i) in the case of cash, by transfer into one or more bank accounts specified by the recipient;

(ii) in the case of certificated securities which cannot or which the parties have agreed will not be delivered by book-entry, by delivery in appropriate physical form to the recipient or its account accompanied by any duly executed instruments of transfer, transfer tax stamps and any other documents necessary to constitute a legally valid transfer of the transferring party's legal and beneficial title to the recipient; and

(iii) in the case of securities which the parties have agreed will be delivered by book-entry, by the giving of written instructions (including, for the avoidance of doubt, instructions given by telex, facsimile transmission or electronic messaging system) to the relevant depository institution or other entity specified by the recipient, together with a written copy of the instructions to the recipient, sufficient, if complied with, to result in a legally effective transfer of the transferring party's legal and beneficial title to the recipient.

Subject to Paragraph 4 and unless otherwise specified, if a demand for the transfer of Eligible Credit Support or Equivalent Credit Support is received by the Notification Time, then the relevant transfer will be made not later than the close of business on the Settlement Day relating to the date such demand is received; if a demand is received after the Notification Time, then the relevant transfer will be made not later than the close of business on the Settlement Day relating to the day after the date such demand is received.

(b) *Calculations.* All calculations of Value and Exposure for purposes of Paragraphs 2 and 4(a) will be made by the relevant Valuation Agent as of the relevant Valuation Time. The Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) of its calculations not later than the Notification Time on the Local Business Day following the applicable Valuation Date (or, in the case of Paragraph 4(a), following the date of calculation).

(c) *Exchanges.*

(i) Unless otherwise specified in Paragraph 11, the Transferor may on any Local Business Day by notice inform the Transferee that it wishes to transfer to the Transferee Eligible Credit Support specified in that notice (the "New Credit Support") in exchange for certain Eligible Credit Support (the "Original Credit Support") specified in that notice comprised in the Transferor's Credit Support Balance.

(ii) If the Transferee notifies the Transferor that it has consented to the proposed exchange, (A) the Transferor will be obliged to transfer the New Credit Support to the Transferee on the first Settlement Day following the date on which it receives notice (which may be oral telephonic notice) from the Transferee of its consent and (B) the Transferee will be obliged to transfer to the Transferor Equivalent Credit Support in respect of the Original Credit Support not later than the Settlement Day following the date on which the Transferee receives the New Credit Support, unless otherwise specified in Paragraph 11(d) (the "Exchange Date"); *provided* that the Transferee will only be obliged to transfer Equivalent Credit Support 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 New Credit Support as of that date.

**Paragraph 4. Dispute Resolution**

(a) **Disputed Calculations or Valuations.** If a party (a "Disputing Party") reasonably disputes (I) the Valuation Agent's calculation of a Delivery Amount or a Return Amount or (II) the Value of any transfer of Eligible Credit Support or Equivalent Credit Support, then:

(1) the Disputing Party will notify the other party and the Valuation Agent (if the Valuation Agent is not the other party) not later than the close of business on the Local Business Day following, in the case of (I) above, the date that the demand is received under Paragraph 2 or, in the case of (II) above, the date of transfer;

(2) 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 Settlement Day following the date that the demand is received under Paragraph 2;

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

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

(i) in the case of a dispute involving a Delivery Amount or Return Amount, unless otherwise specified in Paragraph 11(c), the Valuation Agent will recalculate the Exposure and the Value as of the Recalculation Date by:

(A) utilising any calculations of that part of the Exposure attributable to the Transactions that the parties have agreed are not in dispute;

(B) calculating that part of the Exposure attributable to the Transactions in dispute by seeking four actual quotations at mid-market from Reference Market-makers for purposes of calculating Market Quotation, and taking the arithmetic average of those obtained; *provided* that if four quotations are not available for a particular Transaction, then fewer than four quotations may be used for that Transaction, and if no quotations are available for a particular Transaction, then the Valuation Agent's original calculations will be used for the Transaction; and

(C) utilising the procedures specified in Paragraph 11(e)(ii) for calculating the Value, if disputed, of the outstanding Credit Support Balance;

(ii) in the case of a dispute involving the Value of any transfer of Eligible Credit Support or Equivalent Credit Support, the Valuation Agent will recalculate the Value as of the date of transfer pursuant to Paragraph 11(e)(ii).

Following a recalculation pursuant to this Paragraph, the Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) as soon as possible but in any event not later than the Notification Time on the Local Business Day following the Resolution Time. The appropriate party will, upon demand following such notice given by the Valuation Agent or a resolution pursuant to (3) above and subject to Paragraph 3(a), 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 4(a) applies will not constitute an Event of Default for as long as the procedures set out in this Paragraph 4 are being carried out. For the avoidance of doubt, upon completion of those procedures, Section 5(a)(i) of this Agreement will apply to any failure by a party to make a transfer required under the final sentence of Paragraph 4(a) on the relevant due date. a

**Paragraph 5. Transfer of Title, No Security Interest, Distributions and Interest Amount**

(a) *Transfer of Title.* Each party agrees that all right, title and interest in and to any Eligible Credit Support, Equivalent Credit Support, Equivalent Distributions or Interest Amount which it transfers to the other party under the terms of this Annex shall vest in the recipient free and clear of any liens, claims, charges or encumbrances or any other interest of the transferring party or of any third person (other than a lien routinely imposed on all securities in a relevant clearance system). a

(b) *No Security Interest.* Nothing in this Annex is intended to create or does create in favour of either party any mortgage, charge, lien, pledge, encumbrance or other security interest in any cash or other property transferred by one party to the other party under the terms of this Annex.

(c) *Distributions and Interest Amount.*

(i) *Distributions.* The Transferee will transfer to the Transferor not later than the Settlement Day following each Distributions Date cash, securities or other property of the same type, nominal value, description and amount as the relevant Distributions ("Equivalent Distributions") to the extent that a Delivery Amount would not be created or increased by the transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed a Valuation Date for this purpose).

(ii) *Interest Amount.* Unless otherwise specified in Paragraph 11(f)(iii), the Transferee will transfer to the Transferor at the times specified in Paragraph 11(f)(ii) the relevant Interest Amount to the extent that a Delivery Amount would not be created or increased by the transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed a Valuation Date for this purpose).

**Paragraph 6. Default**

If an Early Termination Date is designated or deemed to occur as a result of an Event of Default in relation to a party, an amount equal to the Value of the Credit Support Balance, determined as though the Early Termination Date were a Valuation Date, will be deemed to be an Unpaid Amount due to the Transferor (which may or may not be the Defaulting Party) for purposes of Section 6(e). For the avoidance of doubt, if Market Quotation is the applicable payment measure for purposes of Section 6(e), then the Market Quotation determined under Section 6(e) in relation to the Transaction constituted by this Annex will be deemed to be zero, and, if Loss is the applicable payment measure for purposes of Section 6(e), then the Loss determined under Section 6(e) in relation to the Transaction will be limited to the Unpaid Amount representing the Value of the Credit Support Balance.

#### **Paragraph 7. Representation**

Each party represents to the other party (which representation will be deemed to be repeated as of each date on which it transfers Eligible Credit Support, Equivalent Credit Support or Equivalent Distributions) that it is the sole owner of or otherwise has the right to transfer all Eligible Credit Support, Equivalent Credit Support or Equivalent Distributions it transfers to the other party under this Annex, free and clear of any security interest, lien, encumbrance or other restriction (other than a lien routinely imposed on all securities in a relevant clearance system).

#### **Paragraph 8. Expenses**

Each party will pay its own costs and expenses (including any stamp, transfer or similar transaction tax or duty payable on any transfer it is required to make under this Annex) in connection with performing its obligations under this Annex, and neither party will be liable for any such costs and expenses incurred by the other party.

#### **Paragraph 9. Miscellaneous**

(a) **Default Interest.** Other than in the case of an amount which is the subject of a dispute under Paragraph 4(a), if a Transferee fails to make, when due, any transfer of Equivalent Credit Support, Equivalent Distributions or the Interest Amount, it will be obliged to pay the Transferor (to the extent permitted under applicable law) an amount equal to interest at the Default Rate multiplied by the Value on the relevant Valuation Date of the items of property that were required to be transferred, from (and including) the date that the Equivalent Credit Support, Equivalent Distributions or Interest Amount were required to be transferred to (but excluding) the date of transfer of the Equivalent Credit Support, Equivalent Distributions or Interest Amount. This interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

(b) **Good Faith and Commercially Reasonable Manner.** Performance of all obligations under this Annex, 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.

(c) **Demands and Notices.** All demands and notices given by a party under this Annex will be given as specified in Section 12 of this Agreement.

(d) **Specifications of Certain Matters.** Anything referred to in this Annex as being specified in Paragraph 11 also may be specified in one or more Confirmations or other documents and this Annex will be construed accordingly.

#### **Paragraph 10. Definitions**

As used in this Annex:

**"Base Currency"** means the currency specified as such in Paragraph 11(a)(i).

**"Base Currency Equivalent"** means, with respect to an amount on a Valuation Date, 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 determined by the Valuation Agent for value on such Valuation Date.

**"Credit Support Amount"** means, with respect to a Transferor on a Valuation Date, (i) the Transferee's Exposure plus (ii) all Independent Amounts applicable to the Transferor, if any, minus (iii) all Independent Amounts applicable to the Transferee, if any, minus (iv) the Transferor's Threshold; *provided, however,* that the Credit Support Amount will be deemed to be zero whenever the calculation of Credit Support Amount yields a number less than zero.

**"Credit Support Balance"** means, with respect to a Transferor on a Valuation Date, the aggregate of all Eligible Credit Support that has been transferred to or received by the Transferee under this Annex, together with any Distributions and all proceeds of any such Eligible Credit Support or Distributions, as reduced pursuant to Paragraph 2(b), 3(c)(ii) or 6. Any Equivalent Distributions or Interest Amount (or portion of either) not transferred pursuant to Paragraph 5(c)(i) or (ii) will form part of the Credit Support Balance.

**"Delivery Amount"** has the meaning specified in Paragraph 2(a).

**"Disputing Party"** has the meaning specified in Paragraph 4.

**"Distributions"** means, with respect to any Eligible Credit Support comprised in the Credit Support Balance consisting of securities, all principal, interest and other payments and distributions of cash or other property to which a holder of securities of the same type, nominal value, description and amount as such Eligible Credit Support would be entitled from time to time.

**"Distributions Date"** means, with respect to any Eligible Credit Support comprised in the Credit Support Balance other than cash, each date on which a holder of such Eligible Credit Support is entitled to receive Distributions or, if that date is not a Local Business Day, the next following Local Business Day.

**"Eligible Credit Support"** means, with respect to a party, the items, if any, specified as such for that party in Paragraph 11(b)(ii) including, in relation to any securities, if applicable, the proceeds of any redemption in whole or in part of such securities by the relevant issuer.

**"Eligible Currency"** means each currency specified as such in Paragraph 11(a)(ii), if such currency is freely available.

**"Equivalent Credit Support"** means, in relation to any Eligible Credit Support comprised in the Credit Support Balance, Eligible Credit Support of the same type, nominal value, description and amount as that Eligible Credit Support.

**"Equivalent Distributions"** has the meaning specified in Paragraph 5(c)(i).

**"Exchange Date"** has the meaning specified in Paragraph 11(d).

**"Exposure"** means, with respect to a party on a Valuation Date and subject to Paragraph 4 in the case of a dispute, the amount, if any, that would be payable to that party by the other party (expressed as a positive number) or by that party to the other party (expressed as a negative number) pursuant to Section 6(e)(ii)(1) of this Agreement if all Transactions (other than the Transaction constituted by this Annex) were being terminated as of the relevant Valuation Time, on the basis that (i) that party is not the Affected Party and (ii) the Base Currency is the Termination Currency; *provided* that Market Quotations will be determined by the Valuation Agent on behalf of that party using its estimates at mid-market of the amounts that would be paid for Replacement Transactions (as that term is defined in the definition of "Market Quotation").

**"Independent Amount"** means, with respect to a party, the Base Currency Equivalent of the amount specified as such for that party in Paragraph 11 (b)(iii)(A); if no amount is specified, zero.

**"Interest Amount"** means, with respect to an Interest Period, the aggregate sum of the Base Currency Equivalents of the amounts of interest determined for each relevant currency and calculated for each day in that Interest Period on the principal amount of the portion of the Credit Support Balance comprised of cash in such currency, determined by the Valuation Agent for each such day as follows:

- (x) the amount of cash in such currency on that day; multiplied by
- (y) the relevant Interest Rate in effect for that day; divided by
- (z) 360 (or, in the case of pounds sterling, 365).

**"Interest Period"** means the period from (and including) the last Local Business Day on which an Interest Amount was transferred (or, if no Interest Amount has yet been transferred, the Local Business Day on which Eligible Credit Support or Equivalent Credit Support in the form of cash was transferred to or received by the Transferee) to (but excluding) the Local Business Day on which the current Interest Amount is transferred.

**"Interest Rate"** means, with respect to an Eligible Currency, the rate specified in Paragraph 11(f)(i) for that currency.

**"Local Business Day"**, unless otherwise specified in Paragraph 11(h), means:

- (i) in relation to a transfer of cash or other property (other than securities) under this Annex, 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 account is located and, if different, in the principal financial centre, if any, of the currency of such payment;
- (ii) in relation to a transfer of securities under this Annex, 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;

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

(iv) in relation to any notice or other communication under this Annex, 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.

**"Minimum Transfer Amount"** means, with respect to a party, the amount specified as such for that party in Paragraph 11(b)(iii)(C); if no amount is specified, zero.

**"New Credit Support"** has the meaning specified in Paragraph 3(c)(i).

**"Notification Time"** has the meaning specified in Paragraph 11(c)(iv).

**"Recalculation Date"** means the Valuation Date that gives rise to the dispute under Paragraph 4; provided, however, that if a subsequent Valuation Date occurs under Paragraph 2 prior to the resolution of the dispute, then the **"Recalculation Date"** means the most recent Valuation Date under Paragraph 2.

**"Resolution Time"** has the meaning specified in Paragraph 11(e)(i).

**"Return Amount"** has the meaning specified in Paragraph 2(b).

**"Settlement Day"** means, in relation to a date, (i) with respect to a transfer of cash or other property (other than securities), the next Local Business Day and (ii) with respect to a transfer of securities, the first Local Business Day after such date on which settlement of a trade in the relevant securities, if effected on such date, would have been settled in accordance with customary practice when settling through the clearance system agreed between the parties for delivery of such securities or, otherwise, on the market in which such securities are principally traded (or, in either case, if there is no such customary practice, on the first Local Business Day after such date on which it is reasonably practicable to deliver such securities).

**"Threshold"** means, with respect to a party, the Base Currency Equivalent of the amount specified as such for that party in Paragraph 11(b)(iii)(B); if no amount is specified, zero.

**"Transferee"** means, in relation to each Valuation Date, the party in respect of which Exposure is positive number and, in relation to a Credit Support Balance, the party which, subject to this Annex, owes such Credit Support Balance or, as the case may be, the Value of such Credit Support Balance to the other party.

**"Transferor"** means, in relation to a Transferee, the other party.

**"Valuation Agent"** has the meaning specified in Paragraph 11(c)(i).

**"Valuation Date"** means each date specified in or otherwise determined pursuant to Paragraph 11(c)(ii).

**"Valuation Percentage"** means, for any item of Eligible Credit Support, the percentage specified in Paragraph 11(b)(ii).

**"Valuation Time"** has the meaning specified in Paragraph 11(c)(iii).

**"Value"** means, for any Valuation Date or other date for which Value is calculated, and subject to Paragraph 4 in the case of a dispute, with respect to:

- (i) Eligible Credit Support comprised in a Credit Support Balance that is:
  - (A) an amount of cash, the Base Currency Equivalent of such amount multiplied by the applicable Valuation Percentage, if any; and
  - (B) a security, the Base Currency Equivalent of the bid price obtained by the Valuation Agent multiplied by the applicable Valuation Percentage, if any; and
- (ii) items that are comprised in a Credit Support Balance and are not Eligible Credit Support, zero.

**Paragraph 11. Elections and Variables**

(a) **Base Currency and Eligible Currency.**

- (i) "Base Currency" means Euro.
- (ii) "Eligible Currency" means none.

(b) **Credit Support Obligations.**

(i) **Delivery Amount, Return Amount and Credit Support Amount.**

- (A) "**Delivery Amount**" has the meaning specified in Paragraph 2(a), except that the words in Paragraph 2(a)(ii) beginning "(adjusted to include any prior Delivery Amount" and ending with "on or after such Valuation Date)" shall be deleted.
- (B) "**Return Amount**" has the meaning specified in Paragraph 2(b), except that the words in Paragraph 2(b)(i) beginning "(adjusted to include any prior Delivery Amount" and ending with "on or after such Valuation Date)" shall be deleted.
- (C) "**Credit Support Amount**" has the meaning specified in Paragraph 10.

(ii) **Eligible Credit Support.** The following items will qualify as "Eligible Credit Support" for the party specified:

	<i>Party A</i>	<i>Party B</i>	<b>Valuation Percentage</b>
(A) as stated in the Eligible Credit Support Schedule and subject to the limits set out therein	Yes	N/A	A percentage equal to 1 divided by the Margin Percentage stated in the Eligible Credit Support Schedule
(B) such other Eligible Credit Support as the parties may from time to time agree in writing as being acceptable	Yes	N/A	Valuation Percentage to be agreed between the parties

If at any time any Eligible Credit Support which has been transferred pursuant to Paragraph 2(a) ceases to qualify as Eligible Credit Support ("**Ineligible Credit Support**"), the Transferor shall be entitled to demand (orally or in writing, which may include electronic mail) the Transferee to transfer securities of the same type, nominal value, description and amount as such Ineligible Credit Support in exchange for Eligible Credit Support. Upon the making of such demand, the Transferor will be required to transfer Eligible Credit Support to the Transferee on the same Settlement Day on which such Ineligible Credit Support is transferred to it by the Transferee after such transfer by the Transferee.

(iii) **Thresholds.**

(A) "**Independent Amount**" means with respect to Party A: Not Applicable.

"**Independent Amount**" means with respect to Party B: Not Applicable.

(B) **“Threshold”** means with respect to Party A: Zero.

**“Threshold”** means with respect to Party B: Infinity.

(C) **“Minimum Transfer Amount”** means with respect to Party A and Party B: Zero.

(D) **Rounding.** Not Applicable.

(c) **Valuation and Timing.**

(i) **“Valuation Agent”** means, for purposes of determining (1) Exposure, Party A and (2) Value, The Bank of New York Mellon (“BNYM”) in accordance with the Collateral Agreement. For the avoidance of doubt, in connection with the foregoing (1), the party not acting as Valuation Agent in connection with any determination of Exposure shall comply with its related obligations in respect of the Collateral Agreement.

(ii) **“Valuation Date”** means each Local Business Day.

(iii) **“Valuation Time”** means, in relation to (1) the determination of Value in respect of each item comprised in the Credit Support Balance, the time determined by BNYM and (2) the determination of Exposure, the close of business on the Local Business Day immediately preceding the Valuation Date or date of calculation, as applicable.

(iv) **“Notification Time”** means: 1.30 p.m., London time, on a Local Business Day.

(v) Any obligations to be carried out hereunder by Party B may also be carried out by Boost Management Limited on its behalf.

(d) **Exchange Date.**

**“Exchange Date”** means the same Settlement Day, on which the Transferee receives the New Credit Support.

(e) **Dispute Resolution.**

(i) **“Resolution Time”** means 2.00 p.m., London time, on the first Local Business Day following the date on which the determination of Exposure is made that gives rise to a dispute under Paragraph 4 or such other time agreed between the parties from time to time in the Operating Procedures Agreement (as defined in the Master Definitions Schedule). For the avoidance of doubt, for the purposes of Paragraph 4 the Disputing Party shall mean either Party A or Party B.

Paragraph 4(a) shall be amended by:

(aa) the deletion of the words "or (II) the Value of any transfer of Eligible Credit Support or Equivalent Credit Support" in the first paragraph thereof; and

(bb) the deletion of the words “the Local Business Day following” in subparagraph (1) thereof.

Notwithstanding the provisions of Paragraph 4(a)(2), in the case of (i) a disputed Delivery Amount, the Transferor will transfer an amount of Eligible Credit Support having a Value equal to that Delivery Amount to the Transferee and (ii) a disputed Return Amount, the Transferee will transfer an amount of Equivalent Credit Support having a Value equal to the undisputed amount to the Transferor, save that no

requirement under that Paragraph will arise prior to the time that otherwise applied to that transfer under a demand deemed to be made under Paragraph 2.

- (ii) **Value.** For the purpose of Paragraphs 4(a)(4)(i)(C) and 4(a)(4)(ii), the Value of the outstanding Credit Support Balance or of any transfer of Eligible Credit Support or Equivalent Credit Support, in each case other than an equity, will be calculated as follows: Not applicable.
- (iii) **Alternative.** Any reference in Paragraph 4 to the date on which a demand is received shall be deemed to be a reference to the date on which the Exposure is notified by the Valuation Agent to the other party.

(f) **Distributions and Interest Amount.**

- (i) **Interest Rate.** The “Interest Rate” in relation to each Eligible Currency specified below will be: Not Applicable.
- (ii) **Transfer of Interest Amount.** Not Applicable.
- (iii) **“Alternative to Interest Amount”** Not Applicable.

(g) **Addresses for Transfers.**

**Party A:** As notified to Party B from time to time.

**Party B:** As notified to Party A from time to time.

(h) **Other Provisions.**

- (i) **Unilateral Transfers.** This Annex provides for unilateral transfers of Eligible Credit Support in favour of Party B. Therefore, for the purposes of this Annex, Transferor shall be Party A and Transferee shall be Party B.
- (ii) **Default.** The following provision replaces Paragraph 6:

**“Paragraph 6. Early Termination**

If an Early Termination Date is designated or deemed to occur as a result of an Event of Default or a Collateral Administrator Bankruptcy Event (as defined in the Schedule to the Agreement) or an ETP Securities Default Event (as defined in the Schedule to the Agreement), an amount equal to the Value of the Credit Support Balance, determined as though the Early Termination Date were a Valuation Date, will be deemed to be an Unpaid Amount due to the Transferor (which may or may not be the Defaulting Party or the Affected Party) for purposes of Section 6(e). For the avoidance of doubt, the Close-out Amount determined under Section 6(e) in relation to the Transaction constituted by this Annex will be deemed to be zero. For purposes of this Paragraph 6, the Market Value (as defined in the Collateral Agreement) of the Credit Support Balance shall be determined on the basis that the Margin Percentage applicable to each item of Eligible Credit Support is 100%.

For the avoidance of doubt, if an Early Termination Date is designated or deemed to occur as a result of a Termination Event (other than or a Collateral Administrator Bankruptcy Event or an ETP Securities Default Event), the Transaction constituted by this Annex shall not constitute an Affected Transaction for the purposes of Section 6(e) of the Agreement.”

- (iii) **Exposure.** The following definition replaces the definition of "Exposure" in Paragraph 10:

“**Exposure**” means, with respect to Party B on a Valuation Date, an amount calculated as the Base Currency Equivalent equal to the sum of the Notional Amount of each Transaction under the Agreement (the “**Outstanding Transactions Exposure**”), provided that:

- (i) where any Transaction is terminated according to its terms but settlement has not been completed on or prior to the relevant Valuation Date due to an amount greater than the Maximum Daily Payment Amount (as defined in the relevant Confirmation) being payable, only the Remaining Balance (as defined in the Schedule to the Agreement) (and not, for the avoidance of doubt, the Equity Notional Amount or Notional Amount (as applicable)) shall be taken into account in respect of such Transaction for the purposes of determining the “Exposure”; and
- (ii) where an Early Termination Date affecting some or all Transactions has been designated due to the occurrence of a Termination Event other than a Collateral Administrator Bankruptcy Event or an ETP Securities Default Event and the relevant Early Termination Amount exceeds the Maximum Daily Payment Amount (as defined in the Schedule to the Agreement), “Exposure” in respect of such Valuation Date shall be determined as the sum of (A) the Outstanding Transactions Exposure and (B) the Remaining Balance in respect of the relevant Affected Transactions on such Valuation Date.”

- (iv) **Settlement Day.** The following definition replaces the definition of “Settlement Day” in Paragraph 10:

“**Settlement Day**” means, in relation to a date, (i) with respect to a transfer of cash or other property (other than securities), the same Local Business Day and (ii) with respect to a transfer of securities, the same Local Business Day or as otherwise provided under the Collateral Agreement, provided that, notwithstanding the foregoing, the Settlement Day in respect of the transfer of any cash or securities comprised in a Return Amount resulting from the termination of one or more Transactions shall be the Local Business Day on which a demand for the transfer of such Return Amount is received by Party B, provided that the amounts due by Party A to Party B on such Local Business Day as provided under Part 5 (g) “*Payments following termination due to Termination Event*” of the Schedule to the Agreement have been received by Party B in cleared funds by 11.30 a.m. London time on such day.

- (v) **Collateral Agreement**

Party A and Party B each acknowledge that for the purposes of fulfilling their obligations under this Annex the other party has appointed BNYM as its agent under the Collateral Agreement (including, for the avoidance of doubt, the making and receiving of demands). The parties further agree that the Transferor’s obligation to make a transfer of Delivery Amount and the Transferee’s obligation to make a transfer of the Return Amount or Equivalent Distributions is discharged by the corresponding transfer made by BNYM on behalf of the relevant party pursuant to the Collateral Agreement. To the extent that any terms of this Annex are inconsistent with the terms of the Collateral Agreement then the terms of the Collateral Agreement shall prevail.

All demands, specifications and notices under this Annex will be made pursuant to the Notices Section of this Agreement to the address specified at Schedule III to the Collateral Agreement. For the purpose of Paragraphs 2(a) and 2(b), a demand shall be deemed to have been made by the Transferee or Transferor, respectively, on the Valuation Date on which the Exposure is notified by the Valuation Agent to the other party.

(vi) **Definitions**

(A) The following definitions shall be added in Paragraph 10 of this Annex:

(aa) “*Collateral Agreement*” means the Collateral Administration Agreement relating to this Annex and dated on or about the date hereof between the parties and The Bank of New York Mellon.

(bb) “*Local Business Day*” means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the parties are domiciled, provided that, for the purposes of the definitions of “Valuation Date”, “Valuation Time”, “Notification Time” and “Resolution Time”, no day shall be a Local Business Day unless BNYM is open for business on such day in connection with the services provided by BNYM under the Collateral Agreement.

(cc) “*Notional Amount*” means, in respect of a Transaction and a Valuation Date, an amount equal to the product (i) the Number of Index Units on such Valuation Date and (ii) the Index Unit Value or Indicative Index Unit Value (as the case may be) on the immediately preceding Valuation Date.

(dd) “*Number of Index Units*” means, for the purposes of this Annex and in respect of a Valuation Date, the number of Index Units required to hedge under a Transaction a number of ETP Securities of a Connected Class equal to:

(i) the number of Hedged ETP Securities in issue on such day;  
*plus*

(ii) the number of ETP Securities specified in all valid Subscription Orders scheduled to settle on such Valuation Date; *plus*

(iii) the number of ETP Securities specified in Subscription Orders that were scheduled to settle prior to such Valuation Date and are still pending settlement as of such Valuation Date; *minus*

(iv) the number of ETP Securities of the Connected Class specified in all valid Redemption Orders scheduled to settle on such Valuation Date and in respect of which Party A has paid to Party B the amounts owed to it under such Transaction by 1 p.m. London time on such Valuation Date; *minus*;

(v) the number of ETP Securities specified in all valid Redemption Orders that were scheduled to settle prior to

such Valuation Date and are still pending settlement as of such Valuation Date and in respect of which Party A has paid to Party B the amounts due to it under the Transaction in connection with that Redemption Order and Party B has not returned such amounts to Party A.

- (B) The definition of "Value" in Paragraph 10 of this Annex shall bear the meaning given in the Collateral Agreement to "Market Value" save that with respect to items that are comprised in a Credit Support Balance and are not Eligible Credit Support, Value shall mean zero.
- (C) Terms used in this Annex but not defined in this Agreement shall have the meaning given to them in the Collateral Agreement or in the Master Definitions Schedule, as the context requires.
- (D) The definition of "Credit Support Balance" in Paragraph 10 of this Annex shall be amended by:
  - (aa) the deletion of the words "any Distributions and" and "or Distributions" in the third line thereof; and
  - (bb) the deletion of the last sentence thereof.

**(vii) Distributions**

Paragraph 5(c)(i) of this Annex shall be amended by the deletion of the phrase beginning "to the extent that" and ending with "for this purpose)" and inserting the following at the end thereof:

"provided that the amount of Equivalent Distribution required to be transferred by the Transferee to the Transferor in respect of a Distribution shall not exceed the amount of the relevant Distribution actually received by BNYM as Collateral Administrator pursuant to the Collateral Agreement".

**(viii) Corporate Actions, Income, Voting Rights etc.**

In respect of any Eligible Credit Support comprised in Party B's Credit Support Balance, Party B authorises Party A to provide Written Instructions (as defined in the Collateral Agreement) to BNYM to:

- (aa) exercise any voting rights in relation to such Eligible Credit Support; or
- (bb) act in relation to conversions, subdivisions, consolidations, takeovers, pre-emption options, subscription rights, other offers or capital reorganisations or other rights relating to such Eligible Credit Support,

in each case to the extent permitted by, and in accordance with, the Collateral Agreement and provided that, in the case of a call on partly paid securities or a rights issue, all and any sum due has been paid by Party A into Party B's Collateral Receiver's Account (as defined in the Collateral Agreement).

Signed for and on behalf of  
**BNP PARIBAS ARBITRAGE S.N.C.**

Signed for and on behalf of  
**BOOST ISSUER PLC**

By:

By:

Name:

Name:

Title:

Title:

Date: 3 December 2012

Date: 3 December 2012

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## ELIGIBLE CREDIT SUPPORT SCHEDULE

The following types of securities shall be Eligible Credit Support for the purposes of this Agreement.

### Equities

1. Eligibility: common stock listed on the following indices:

Main Indices	Secondary Indices
STOXX Europe Large 200 (LCXP)	NASDAQ 100 Stock (NDX)
Nikkei 225 (NKY)	STOXX Europe 600 (SXXP)
CAC 40 (CAC)	Russell 1000 (RIY)
German Stock Index (DAX)	Russell 2000 (RTY)
S&P 500 (SPX)	S&P/TSX Composite (SPTSX)
FTSE 100 (UKX)	IBEX 35 (IBEX)
	FTSE MIB (FTSEMIB)
	AEX (AEX)
	Swiss Market Index (SMI)
	Hang Seng (HSI)
	Hang Seng China Enterprises (HSCEI)
	S&P / ASX 200 (AS51)

2. Margin Percentage: 106% for equities listed in Main Indices and 112% for equities listed in Secondary Indices
3. Concentration limits: Any concentration and average daily trading volume (“ADTV”) limits will be calculated based on the Market Value (as defined in the Collateral Agreement) of a security and apply in respect of the aggregate amount of such security transferred to Party B as Eligible Credit Support.
  - Maximum per issuer: the greater of (i) EUR 10,000,000 and (ii) 3.3% of total amount of Eligible Credit Support.
  - Maximum of 2.5% of free float market capitalization of issuer.
  - Maximum of 100% of 90-day ADTV.
  - Jurisdiction concentration limits: with respect to any pan-European index, there shall be a look-through to the jurisdictions of the underlying constituents for the purposes of determining the jurisdiction concentration limit.
    - i. Max 50% for US, UK, Japan, Germany, France.
    - ii. Max 20% for other countries.

### Bonds

1. Money Market Funds:
  - AAA Government or Treasury money market funds only, with no asset backed securities or collateralised debt obligations
2. Sovereign Fixed Income:
  - Eligibility: Stripped and unstripped national bonds issued by one of the following countries
    - i. Stripped and unstripped national bonds issued by USA, G10 and other European government bonds with minimum rating of AA
    - ii. Supranational bonds with a L-T issuer rating not lower than AAA
    - iii. US Agencies 100% backed by the US government
  - Country Diversification:
    - i. Max 100% for US

- ii. Max 40% for UK, Japan, Germany, France, Holland
  - iii. Max 25% for other countries
  - Margin Percentage: depending on Maturity (other than US Agencies)
    - i. less than or equal to 5 years to maturity: 102%
    - ii. greater than 5 years and less than or equal to 10 years to maturity: 102%
    - iii. greater than 10 years to maturity: 105%
- Margin Percentage applicable to US Agencies: 105%

**Split Between Equity and Bonds**

On any Valuation Date, eligible bonds shall constitute at least the Minimum Bond Percentage (as specified in the table below, and determined by reference to the second highest long term, unsecured, unsubordinated credit rating assigned to BNP Paribas S.A. by any of Moody's, S&P and Fitch) of the Credit Support Balance by Value.

BNP Paribas Rating			Minimum Bond Percentage
Moody's	S&P	Fitch	
A2 (or above)	A (or above)	A (or above)	20%
A3	A-	A-	40%
Baa1	BBB+	BBB+	60%
Baa2	BBB	BBB	80%
Baa3 (or less)	BBB- (or less)	BBB- (or less)	100%

**BNYM Eligibility Criteria**

The Eligible Credit Support will also be subject to any further requirements set out in the Collateral Agreement or as otherwise agreed with BNYM in connection with this Annex.

**SCHEDULE I**  
**SCHEDULE OF ELIGIBLE CREDIT SUPPORT**

The following types of securities shall be Eligible Credit Support described in the Collateral Administration Agreement dated as of 30 November 2012 among Boost Issuer Public Limited Company, BNP Paribas Arbitrage S.N.C., The Law Debenture Trust Corporation p.l.c. and The Bank of New York Mellon (the “**Collateral Administration Agreement**”).

**Equities**

1. Eligibility: common stock listed on the following indices:

Main Indices	Secondary Indices
STOXX Europe Large 200 (LCXP)	NASDAQ 100 Stock (NDX)
Nikkei 225 (NKY)	STOXX Europe 600 (SXXP)
CAC 40 (CAC)	Russell 1000 (RIY)
German Stock Index (DAX)	Russell 2000 (RTY)
S&P 500 (SPX)	S&P/TSX Composite (SPTSX)
FTSE 100 (UKX)	IBEX 35 (IBEX)
	FTSE MIB (FTSEMIB)
	AEX (AEX)
	Swiss Market Index (SMI)
	Hang Seng (HSI)
	Hang Seng China Enterprises (HSCEI)
	S&P / ASX 200 (AS51)

2. Margin Percentage: 106% for equities listed in Main Indices and 112% for equities listed in Secondary Indices
3. Concentration limits: Any concentration and average daily trading volume (“ADTV”) limits will be calculated based on the Market Value (as defined in the Collateral Administration Agreement) of a security and apply in respect of the aggregate amount of such security transferred to Party B as Eligible Credit Support.
- Maximum per issuer: the greater of (i) EUR 10,000,000 and (ii) 3.3% of total amount of Eligible Credit Support.
  - Maximum of 2.5% of free float market capitalization of issuer.
  - Maximum of 100% of 90-day ADTV.
  - Jurisdiction concentration limits: with respect to any pan-European index, there shall be a look-through to the jurisdictions of the underlying constituents for the purposes of determining the jurisdiction concentration limit.
    - i. Max 50% for US, UK, Japan, Germany, France.
    - ii. Max 20% for other countries.

**Bonds**

1. Money Market Funds:
- AAA Government or Treasury money market funds only, with no asset backed securities or collateralised debt obligations
2. Sovereign Fixed Income:
- Eligibility: Stripped and unstripped national bonds issued by one of the following countries
    - i. Stripped and unstripped national bonds issued by USA, G10 and other European government bonds with minimum rating of AA
    - ii. Supranational bonds with a L-T issuer rating not lower than AAA
    - iii. US Agencies 100% backed by the US government
  - Country Diversification:
    - i. Max 100% for US
    - ii. Max 40% for UK, Japan, Germany, France, Holland
    - iii. Max 25% for other countries

- Margin Percentage: depending on Maturity (other than US Agencies)
  - i. less than or equal to 5 years to maturity: 102%
  - ii. greater than 5 years and less than or equal to 10 years to maturity: 102%
  - iii. greater than 10 years to maturity: 105%

Margin Percentage applicable to US Agencies: 105%

### Split Between Equity and Bonds

On any Valuation Date, eligible bonds must comprise at least the percentage of the Posted Collateral set out in the table below, depending on the second highest long-term, unsecured, unsubordinated credit rating assigned to BNP Paribas S.A. by any of S&P, Moody's and Fitch:

Moody's	S&P	Fitch	Percentage
A2 (or above)	A (or above)	A (or above)	20%
A3	A-	A-	40%
Baa1	BBB+	BBB+	60%
Baa2	BBB	BBB	80%
Baa3 (or less)	BBB- (or less)	BBB- (or less)	100%

### Additional Requirements

- Japanese Government Bonds will be eligible as collateral only if tax documentation acceptable to BNYM has been received from both parties.
- Italian bonds (including Supranational bonds issued in Italy – IT ISIN) will be accepted as collateral upon receipt of the adequate Tax documents from both parties and if held on the Italian domestic market.
- Portuguese Fixed Income Securities (including Supranational bonds issued in Portugal – PT ISIN) will only be accepted as collateral upon receipt of the adequate Tax documents from both parties and if held in Euroclear.
- Portuguese Equities Securities will only be accepted as collateral upon receipt of the adequate Tax documents from both parties and if held on the Portuguese domestic market.
- Where the respective long term issuer ratings of Moody's, S&P and Fitch are not equivalent to each other, reference will be made to the lower of the three.
- When applicable, concentration limits are calculated on the Market Value, i.e. before the Margin calculation.
- Collateral may not consist of Securities issued by BNP Paribas S.A. or any Affiliate.

Dated:

As of 30 November 2012

By:

 \_\_\_\_\_

Title:



Date: 3 December 2012

ACCEPTED:

As of 30 November 2012

By: \_\_\_\_\_

Title:

Date: 3 December 2012

**THE BANK OF NEW YORK MELLON**

By: \_\_\_\_\_

Title:

Date: 3 December 2012

Dated:

As of 30 November 2012

By: \_\_\_\_\_

Title:

Date: 3 December 2012

ACCEPTED:



As of 30 November 2012

By: \_\_\_\_\_

Title:

Date: 6 December 2012

**THE BANK OF NEW YORK MELLON**

By: \_\_\_\_\_

Title:

Date: 3 December 2012

Dated:

As of 30 November 2012

By: \_\_\_\_\_

Title:

Date: 3 December 2012.

ACCEPTED:

As of 30 November 2012

By: \_\_\_\_\_

Title:

Date: 3 December 2012

THE BANK OF NEW YORK MELLON

By: \_\_\_\_\_

Title:

Date: 3 Dec

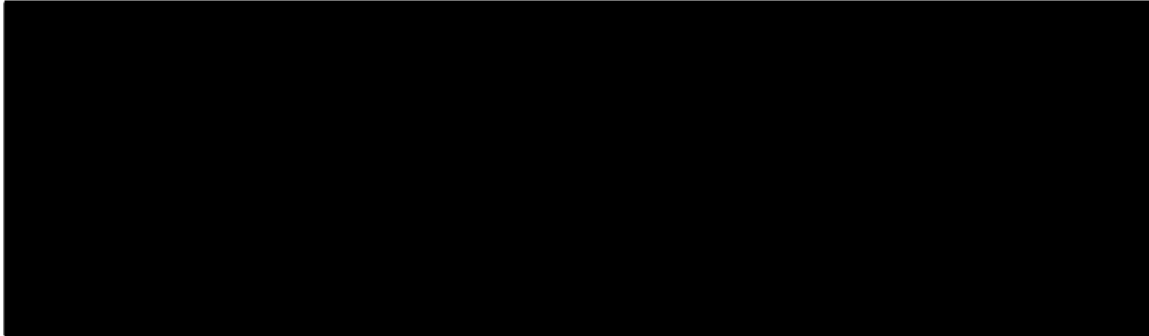
**SCHEDULE II**

The following individuals have been designated as Authorised Persons of Collateral Receiver and Collateral Provider respectively, in connection with the Collateral Administration Agreement.

**COLLATERAL RECEIVER**

**NAME**

**SIGNATURE**



**COLLATERAL PROVIDER**

**NAME**

**SIGNATURE**

### **SCHEDULE III**

Any notice authorised or required by this Agreement shall be sufficiently given if addressed to the receiving Party and hand delivered or sent by email, mail, telex or facsimile to the individuals at the addresses specified below.

#### **TO COLLATERAL RECEIVER:**

BOOST ISSUER PUBLIC LIMITED COMPANY  
AIB International Centre  
International Financial Services Centre  
Dublin 1  
Ireland  
Fax: +353 1 8743050  
Attention: The Directors (Boost Issuer Public Company Limited)  
Email: boostissuerplc@capitaifs.com

#### **TO COLLATERAL PROVIDER:**

BNP Paribas Arbitrage S.N.C.  
C/O BNP Paribas  
10 Harewood Avenue  
London  
NW1 6AA  
Attention: Head of Legal  
Phone: +44 20 7595 2000  
Email: cib.legal.eqd.london@uk.bnpparibas.com

#### **TO SECURITY TRUSTEE**

The Law Debenture Trust Corporation p.l.c.  
Fifth Floor, 100 Wood Street, London EC2V 7EX  
Attn: The Manager, Commercial Trusts (Trust Code: 200084)  
Fax: +44 (0)20 7606 0643

#### **TO CUSTODIAN:**

The Bank of New York Mellon  
One Canada Square  
London E14 5AL.  
Email: Triparty\_default@bnymellon.com  
Attn: Staffan Ahlner  
Fax +44 20 7163 3275

**SCHEDULE IV**  
**REASSIGNMENT**

The terms set out in this letter are supplemental to the terms of, and are hereby deemed to be incorporated into, the Collateral Administration Agreement. The terms set out in this letter apply notwithstanding any provisions to the contrary contained in the Collateral Administration Agreement. Notwithstanding any provisions to the contrary in the Collateral Administration Agreement, in the event of a conflict between the terms of this letter and the Collateral Administration Agreement, the terms of this letter shall prevail. Capitalised terms used herein but not defined shall have the meaning given to such terms in the Collateral Administration Agreement.

The following changes are made to the Collateral Administration Agreement by mutual agreement of the parties:

1. Add the following onto the end of clause 5.C:

“Collateral Provider acknowledges and agrees that Collateral Receiver has assigned by way of security its rights under this Agreement and in respect of the Posted Collateral under this Agreement, and charged the Posted Collateral to the extent not assigned, in favour of the Security Trustee provided that the Posted Collateral shall, for as long as it is the subject of this Agreement: (a) remain in the Collateral Receiver's Account; (b) be registered in the name of a nominee of BNYM or a Sub-Custodian of BNYM; and (c) remain within BNYM's custody system, and provided further that such assignment or charge in respect of the Posted Collateral to the Security Trustee shall not materially impede Collateral Receiver's ability to meet its obligations hereunder. All the terms and conditions of this Agreement shall apply and BNYM shall be entitled to, without any further inquiry, rely upon and act in accordance with such terms and conditions notwithstanding that Collateral Receiver has assigned and charged its rights in the Posted Collateral to the Security Trustee in accordance with this paragraph 5C. Collateral Provider and Collateral Receiver hereby agree that, notwithstanding anything to the contrary in this Agreement or otherwise, BNYM has no interest in and no duty, responsibility or obligation with respect to any contract, deed or other document which BNYM is not a party to, including, but not limited to, the Credit Support Annex and the Collateral Pool Security Deed.

The Collateral Receiver, the Security Trustee and the Collateral Provider hereby authorise and understand the effect of such assignment described in the immediately preceding paragraph.

In the event that any Posted Collateral in Collateral Receiver's Account which is the subject of a charge or assignment of interests to the Security Trustee, or was otherwise utilised by the Collateral Receiver in accordance with the above paragraph becomes blocked or frozen by reason of the insolvency or default of any person or may not be redelivered to Collateral Provider by BNYM for any reason, then Collateral Receiver shall immediately notify BNYM in writing and clause 6 of the Collateral Administration Agreement will take effect.”

2. Add the following onto the end of Clause 7.A:

“Notwithstanding any other provision of this Agreement, BNYM shall not be liable for any Loss, cost or liability (each a “Relevant Loss” and together the “Relevant Losses”) suffered by any person arising out of or in connection with any charge or assignment of interests in or other utilisation of Posted Collateral by Collateral Receiver to the Security Trustee pursuant to paragraph 5C of this Agreement including without limitation each Relevant Loss suffered by any person as a result of or in connection with the liability of BNYM to perform its duties or exercise any of its rights or discretions under this Agreement. The Collateral Receiver shall indemnify BNYM on demand against each Relevant Loss suffered by any person arising out of or in connection with any charge or assignment of rights in or other utilisation of Posted Collateral by Collateral Receiver to the Security Trustee including without limitation each Relevant Loss suffered by any person, including but not limited to the Security Trustee, as a result of or in connection with the liability of BNYM to perform its duties or exercise any of its rights or discretions under this Agreement.”

**SCHEDULE V**

**FORM OF AUTHORISED REPRESENTATIVE CERTIFICATE**

I, the undersigned authorised signatory on behalf of The Law Debenture Trust Corporation p.l.c. (the “**Security Trustee**”), DO HEREBY CERTIFY that:

(1) This Authorised Representative Certificate is furnished pursuant to Clause 9.A of a collateral administration agreement dated as of 30 November, 2012 (as amended, supplemented, novated and/or replaced from time to time, the “Collateral Administration Agreement”) between, among others, the Security Trustee and The Bank of New York Mellon as collateral administrator (the “**Collateral Administrator**”).

(2) The persons names in the Authorised Signatory List A dated January 2012, a certified copy appended hereto, are each hereby designated as an Authorised Person, as defined in the Collateral Administration Agreement, and any two of such Authorised Persons are hereby authorised to send Written Instructions, as defined in the Collateral Administration Agreement, pursuant to the terms of the Collateral Administration Agreement:

Signed by and on behalf of the Security Trustee as of 30 November, 2012

.....

Name: .....

Title: .....

Date: 3 December 2012