



2017 CREDIT SUPPORT DEED FOR CASH COLLATERAL (VM)²

relating to the

ISDA/IIFM TAHAWWUT MASTER AGREEMENT

Disclaimer

Users of this document should note that, when entering into this Credit Support Deed, they must first satisfy themselves as to the Shari'ah compliance of the credit support arrangements provided for in this Credit Support Deed when taken together with the ISDA/IIFM Tahawwut Master Agreement and individual Transactions and DFT Terms Agreements entered into between the parties. Users making any amendment or addition to this Credit Support Deed (whether through the Schedule to this Credit Support Deed or otherwise) should also first take all action required to satisfy themselves as to the Shari'ah compliance of such amendment or addition.

No Shari'ah approval is given by the IIFM Shari'ah Board with respect to any specific Transactions or specific DFT Terms Agreement entered into between the parties or any specific use of this Credit Support Deed.

Neither the ISDA/IIFM Tahawwut Master Agreement nor this Credit Support Deed should be used for transactions entered into for the purposes of speculation, and this Credit Support Deed should not be amended to provide for the charging or payment of interest (whether called interest or an alternative name representing interest).

The attention of users of this document is drawn to the footnotes to this document which provide explanatory information but do not constitute a part of this Credit Support Deed or the ISDA/IIFM Tahawwut Master Agreement.

¹ This Credit Support Deed has been prepared for use with the ISDA/IIFM Tahawwut Master Agreement ("TMA") 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 Deed made subject to a governing law other than English law.

² VM is an abbreviation for variation margin referring to collateral required to cover exposure arising as a result of market movements in respect of transactions already entered into under the TMA. The delivery of variation margin does not involve a new transaction.

2017 CREDIT SUPPORT DEED FOR CASH COLLATERAL (VM)

between

..... and

("Party A") ("Party B")

made on³

relating to the

ISDA/IIFM TAHAWWUT MASTER AGREEMENT

dated as of between Party A and Party B.

This Deed is a Credit Support Document with respect to both parties in relation to the ISDA/IIFM Tahawwut Master Agreement referred to above (as amended and supplemented from time to time, the "**Agreement**") and Section 5(a)(iii) of the Agreement will apply in respect of this Deed.⁴

Accordingly, the parties agree as follows:

Paragraph 1. Interpretation

(a) **Definitions and Inconsistency.** Unless otherwise defined in this Deed, capitalised terms defined in the Agreement have the same meaning in this Deed. Capitalised terms not otherwise defined in this Deed or in the Agreement have the meanings specified pursuant to Paragraph 12, and all references in this Deed to Paragraphs are to Paragraphs of this Deed.

In the event of any inconsistency between this Deed and the provisions of the Agreement, this Deed will prevail, and in the event of any inconsistency between the Schedule to this Deed (the "**Deed Schedule**") and the other provisions of this Deed, the Deed Schedule will prevail.

³ The parties should insert here the date this Deed is actually executed and not the effective ("as of") date of the related Agreement, if different. Parties should also complete and execute at the same time the Schedule to this Credit Support Deed.

⁴ For the avoidance of doubt, references to the defined term "Agreement" are to the TMA between the parties. Any references to "agreement" (in lower case) should be read in the context of the paragraph where it appears and refers to a consensus between the parties or a contract (other than the TMA) that may have been entered into by the parties in relation to matters to which that paragraph is referring.

(b) **Secured Party and Chargor.** Unless otherwise specified in the Deed Schedule, all references in this Deed to the "Secured Party" will be to either party when acting in that capacity and all corresponding references to the "Chargor" will be to the other party when acting in that capacity.

(c) **Covered Items.** The Transactions and DFT Terms Agreements which will be relevant for the purposes of determining "Exposure" under this Deed will be the Covered Items⁵ specified in the Deed Schedule.

Paragraph 2. Security

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

(b) **Security.** Each party as the Chargor, as security for the performance of its Obligations, charges in favour of the Secured Party, by way of first fixed charge, all rights of the Chargor (present and future) against the Secured Party: (i) in respect of all Posted Cash Collateral (present and future); (ii) in respect of the Account and the balance for the time being credited to the Account; and (iii) under this Deed including (without limitation) rights to receive all Return Amounts.

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

(1) create or permit to subsist any Security Interest on its rights in respect of the Posted Cash Collateral or the Associated Rights; or

(2) transfer, withdraw or dispose of any of its rights in respect of the Posted Cash Collateral or the Associated Rights,

other than the security created by this Deed.

(d) **Release of Security.** To the extent that all Obligations of the Chargor owed to the Secured Party have been irrevocably satisfied in full and no further Obligations may arise, then at the Chargor's expense the Secured Party will release the security interest granted under this Deed.

(e) **Preservation of Security.** The security constituted by this Deed shall be a continuing security and shall not be satisfied by any intermediate payment or satisfaction of the whole or any part of the Obligations but shall secure the ultimate balance of the Obligations. If for any reason this security ceases to be a continuing security, the Secured Party may direct the Chargor to open a new account with the Secured Party or continue the existing Account and the liability of the Chargor in respect of the Obligations at the date of such cessation shall remain regardless of any payments into or out of such account. The security constituted by this Deed shall be in addition to and shall not be affected by any other security now or subsequently held by the Secured Party for all or any of the Obligations.

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

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

⁵ "Covered Items" will cover Transactions and DFT Terms Agreements.

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

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

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

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

(h) **Reinstatement.** Where:

(i) any discharge is made in whole or in part (whether in respect of the security constituted by this Deed, any other security or otherwise); or

(ii) any arrangement is made on the faith of any payment, security or other disposition which is avoided; or

(iii) any amount paid pursuant to any such discharge or arrangement must be repaid on bankruptcy, liquidation or otherwise without limitation;

the security constituted by this Deed and the liability of the Chargor under this Deed shall continue as if there had been no such discharge or arrangement.

Paragraph 3. Collateral Obligations

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

(i) the Exposure applicable to the Chargor

exceeds

(ii) the Value as of that Valuation Date of all Posted Cash Collateral held by the Secured Party (as 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 Regular Settlement Day falls on or after such Valuation Date).

(b) **Return Amount.** Subject to Paragraphs 4 and 5, upon a demand made by the Chargor on or promptly following a Valuation Date, if the Return Amount for that Valuation Date equals or exceeds the Secured Party's Minimum Transfer Amount, then the Secured Party will transfer to the Chargor Posted Cash Collateral specified by the Chargor in that demand having a Value as of the date of the transfer as close as practicable to the applicable Return Amount (rounded pursuant to the Deed Schedule). Unless otherwise specified in the Deed Schedule, the "**Return Amount**" applicable to the Secured Party for any Valuation Date will equal the amount by which:

(i) the Value as of that Valuation Date of all Posted Cash Collateral held by the Secured Party (as 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 Regular Settlement Day falls on or after such Valuation Date)

exceeds

(ii) the Exposure applicable to the Chargor.

Paragraph 4. Conditions Precedent, Transfers and Calculations

(a) **Conditions Precedent.** Unless otherwise specified in the Deed Schedule, each obligation of the Chargor to make a transfer under Paragraphs 3 and 5 and of the Secured Party under Paragraphs 3, 5 and 10(f) is subject to the conditions precedent that:

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

(ii) no Early Termination Date for which any unsatisfied payment obligations exist has occurred or been designated as a result of an Event of Default or Specified Condition with respect to the other party.

(b) **Transfers.** All transfers under this Deed of any Eligible Cash Collateral or Posted Cash Collateral shall be made in accordance with the instructions of the Secured Party or Chargor, as applicable.

Subject to Paragraph 5 and unless otherwise specified in the Deed Schedule, if a demand for the transfer of Eligible Cash Collateral or Posted Cash Collateral is received by the Notification Time, then the relevant transfer will be made not later than the close of business on the Regular 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 Regular Settlement Day relating to the day after the date such demand is received.

(c) **Calculations.** All calculations of Value and Exposure for purposes of Paragraphs 3 and 5(a) will be made by the relevant Valuation Agent as of the relevant Valuation Time, *provided* that, the Valuation Agent may use, in the case of any calculation of (i) Value, Values most recently reasonably available for close of business in the relevant market for the relevant Posted Cash Collateral as of the Valuation Time and (ii) Exposure, relevant information or data most recently reasonably available for close of business in the relevant market(s) as of the Valuation Time. The Valuation Agent will notify each party (or the other party, if the relevant 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 5(a), following the date of calculation).⁶

Paragraph 5. Disputed Calculations or Valuations

(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 Cash Collateral or Posted Cash Collateral, 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 3 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 Regular Settlement Day following the date that the demand is received under Paragraph 3;

(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 the Deed Schedule, 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 and/or DFT Terms Agreements, as applicable, that the parties have agreed are not in dispute;

(B) calculating that part of the Exposure attributable to the Transactions and/or DFT Terms Agreements, as applicable, in dispute by seeking four actual quotations at mid-market from third parties for purposes of calculating the Relevant Index Amounts, and taking the arithmetic mean of those obtained; *provided* that if four quotations are not available for a particular Transaction and/or DFT Terms Agreement, as applicable, then fewer than four quotations may be used for that Transaction and/or DFT Terms Agreement, as applicable, and if no quotations are available for a particular Transaction and/or DFT Terms Agreement, as applicable, then the Valuation Agent's original calculations will be used for that Transaction and/or DFT Terms Agreement, as applicable; and

(C) utilising the procedures specified in paragraph (f)(iii) of the Deed Schedule for calculating the Value, if disputed, of Posted Cash Collateral;

(ii) in the case of a dispute involving the Value of any transfer of Eligible Cash Collateral or Posted Cash Collateral, the Valuation Agent will recalculate the Value as of the date of transfer pursuant to paragraph (f)(iii) of the Deed Schedule.

⁶ No provision has been included to allow substitutions of collateral on the basis that the only Eligible Cash Collateral will be cash in a single currency.

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 that notice by the Valuation Agent or a resolution pursuant to (3) above and subject to Paragraphs 4(a) and 4(b), make the appropriate transfer.

(b) **Not a Relevant Event.** The failure by a party to make a transfer of any amount which is the subject of a dispute to which Paragraph 5(a) applies will not constitute a Relevant Event under Paragraph 6 for as long as the procedures set out in Paragraph 5 are being carried out. For the avoidance of doubt, upon completion of those procedures, Paragraph 6 will apply to any failure by a party to make a transfer required under the final sentence of Paragraph 5(a) on the relevant due date.

Paragraph 6. Default

For purposes of this Deed, a "**Relevant Event**" will have occurred with respect to a party if:

- (i) an Event of Default has occurred in respect of that party under the Agreement; or
- (ii) that party fails to make, when due, any transfer of Eligible Cash Collateral or Posted Cash Collateral, as applicable, required to be made by it and that failure continues for two Local Business Days after notice of that failure is given to that party; or
- (iii) that party fails to perform any Obligation other than those specified in Paragraph 6(ii) and that failure continues for 30 days after notice of that failure is given to that party.

Paragraph 7. Rights of Enforcement

(a) **General.**⁷

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

(ii) Section 103 (restricting the power of sale) and section 93 (restricting the right of consolidation) of the Law of Property Act 1925 shall not apply to this Deed.

(b) **Secured Party's Rights.** If at any time (1) a Relevant Event or Specified Condition with respect to the Chargor has occurred and is continuing or (2) an Early Termination Date has occurred or been designated under the Agreement as the result of an Event of Default or Specified Condition with respect to the Chargor, then, unless the Chargor has paid in full all of its Obligations that are then due:

- (i) The Secured Party may immediately or at any subsequent time, without prior notice to the Chargor:
 - (A) apply the rights in respect of the Posted Cash Collateral and/or the Associated Rights in or towards the payment or discharge of any amounts payable by the Chargor with respect to any Obligation in such order as the Secured Party sees fit; or

⁷ The circumstances in which the Secured Party may exercise its rights of enforcement are set out in Paragraph 7(b). Paragraph 7(a) is designed to facilitate the exercise of such enforcement rights.

(B) set off all or any part of any amounts payable by the Chargor with respect to any Obligation against any obligation of the Secured Party to pay any amount to the Chargor in respect of the Posted Cash Collateral or the Associated Rights; or

(C) debit any account of the Chargor (whether sole or joint) with the Secured Party at any of its offices anywhere (including an account opened specially for that purpose) with all or any part of any amounts payable by the Chargor with respect to any Obligation from time to time; or

(D) combine or consolidate any account in the name of the Chargor (whether sole or joint) in any currency at any of the Secured Party's offices anywhere with the Account;

and for the purposes of this Paragraph the Secured Party shall be entitled:

(X) to make any currency conversions or effect any transaction in currencies which it thinks fit, and to do so at such times and rates as it thinks proper;

(Y) to effect any transfers between, or entries on, any of the Chargor's accounts with the Secured Party as it thinks proper; and

(ii) the Secured Party may exercise any other rights and remedies available to the Secured Party, if any.

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

(i) to execute any transfer or other assurance in respect of the rights in respect of the Posted Cash Collateral or the Associated Rights;

(ii) to exercise all the rights and powers of the Chargor in respect of the Posted Cash Collateral or the Associated Rights;

(iii) to ask, require, demand, receive, compound and give a good discharge for any and all moneys and claims for moneys due and to become due under or arising out of any of the Posted Cash Collateral or the Associated Rights;

(iv) to endorse any cheques or other instruments or orders in connection with any of the Posted Cash Collateral or the Associated Rights; and

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

(d) **Deficiencies and Excess Proceeds.** The Secured Party will transfer or release to the Chargor any Posted Cash Collateral or Associated Rights remaining after set-off and/or application under Paragraph 7 and after satisfaction in full of all amounts payable by the Chargor with respect to any Obligations; the Chargor in all events will remain liable for any amounts remaining unpaid after any set-off and/or application under Paragraph 7(b).

(e) **Final Returns.** When no amounts are or may become payable by the Chargor with respect to any Obligations (except for any potential liability under Section 2(d) of the Agreement), the Secured Party will transfer or release to the Chargor all Posted Cash Collateral and Associated Rights.⁸

Paragraph 8. Representations

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

(i) it has the power to grant a security interest in the property expressed to be charged by the Chargor under this Deed and has taken all necessary actions to authorise the granting of that security interest;

(ii) the Chargor has the right to grant the security on the terms of this Credit Support Deed;

(iii) it is the beneficial owner of the property expressed to be charged by the Chargor under this Deed, free and clear of any security interest, lien, encumbrance or other interest or restriction other than the security interest granted under Paragraph 2;

(iv) the Secured Party will have a valid and perfected first priority security interest in the property expressed to be charged by the Chargor under this Deed;

(v) the Chargor grants the security free from all other charges and encumbrances and all other rights exercisable by third parties;

(vi) the performance by it as the Chargor of its obligations under this Deed will not result in the creation of any security interest, lien or other interest or encumbrance in or on the property expressed to be charged by the Chargor under this Deed other than the security interest created under this Deed;

(vii) the Chargor will at its own cost do all that it reasonably can to give the Secured Party the security rights expressed to be granted under this Deed; and

(viii) it has entered into this Deed and agreed to the basis on which Posted Cash Collateral is to be provided after having reviewed this Deed and such basis for the purposes of compliance with Shari'ah and, to the extent it has considered this necessary, taken independent advice from advisors specialising in matters of Shari'ah and:

(1) is satisfied that the provisions of this Deed and the basis on which Posted Cash Collateral is to be provided do not contravene Shari'ah; and

⁸ A party (the first party) may be liable under Section 2(d) of the *Tahawwut* Master Agreement to pay an additional amount by way of tax gross up to the other party if the first party is required to make a deduction or withholding in respect of an "Indemnifiable Tax" from a payment to the other party.

(2) confirms that it does not have any objection, nor shall it raise any objections as to matters of Shari'ah compliance in respect of or otherwise in relation to any provision of this Deed or the basis on which Posted Cash Collateral is to be provided.

Paragraph 9. Expenses

(a) **General.** Except as otherwise provided in Paragraph 9(b), 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 Deed) in connection with performing its obligations under this Deed and neither party will be liable for any such costs and expenses incurred by the other party.

(b) **Enforcement.** All reasonable costs and expenses incurred by the Secured Party in connection with the exercise of its rights under Paragraph 7 will be payable, on demand, by the Defaulting Party or, if there is no Defaulting Party, equally by the parties.

Paragraph 10. Other Provisions

(a) **Interest.** Section 9(h) (*No interest payable*) of the Agreement shall apply in respect of this Deed (whether prior to or after the occurrence of an Early Termination Date).

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

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

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

(e) **Legally Ineligible Cash Collateral.**⁹

Unless otherwise specified in the Deed Schedule, upon delivery of a Legal Ineligibility Notice by a party, each item of Eligible Cash Collateral (or a specified amount of such item) identified in such notice (i) will cease to be Eligible Cash Collateral for the other party as the Chargor for all purposes hereunder as of the Total Ineligibility Date (and any such item or specified amount shall have no Value for such other party as the Chargor for any purpose hereunder, including as Posted Cash Collateral); and (ii) will have a Value of zero on and from the Total Ineligibility Date.

"**Legal Ineligibility Notice**" means a written notice from the Secured Party to the Chargor in which the Secured Party (i) represents that the Secured Party has determined that one or more items of Eligible Cash Collateral (or a specified amount of any such item) either has ceased to satisfy, or as of

⁹ This paragraph provides a mechanism for dealing in the future with a situation where collateral is eligible collateral for regulatory purposes at the time it is provided for in the Deed Schedule but ceases to be eligible collateral for regulatory purposes during the life of the Credit Support Deed.

a specified date will cease to satisfy, collateral eligibility requirements under law applicable to the Secured Party requiring the collection of variation margin (the "**Legal Eligibility Requirements**"), (ii) lists the item(s) of Eligible Cash Collateral (and, if applicable, the specified amount) that have ceased to satisfy, or as of a specified date will cease to satisfy, the Legal Eligibility Requirements, (iii) describes the reason(s) why such item(s) of Eligible Cash Collateral (or the specified amount thereof) have ceased to satisfy, or will cease to satisfy, the Legal Eligibility Requirements and (iv) specifies the Total Ineligibility Date and, if different, the Transfer Ineligibility Date.

"Total Ineligibility Date" means the date on which the relevant item of Eligible Cash Collateral (or a specified amount of such item) has ceased to satisfy, or will cease to satisfy, the Legal Eligibility Requirements applicable to the Secured Party for all purposes hereunder, provided that, unless otherwise specified in the Deed Schedule, if such date is earlier than the fifth Local Business Day following the date on which the Legal Ineligibility Notice is delivered, the Total Ineligibility Date shall be the fifth Local Business Day following the date of such delivery.

(f) ***Return of Posted Cash Collateral with a Value of Zero.***¹⁰ Subject to Paragraph 4(a), the Secured Party will, promptly upon demand (but in no event later than the time at which a transfer would be due with respect to a demand for the transfer of Eligible Cash Collateral or Posted Cash Collateral, transfer to the Chargor any item of Posted Cash Collateral (or the specified amount of such item) that as of the date of such demand has a Value of zero; provided that the Secured Party will only be obligated to transfer any Posted Cash Collateral in accordance with this Paragraph 10(f), if, as of the date of instruction, the Chargor has satisfied all of its transfer obligations under this Deed, if any.

(g) ***Reinstatement of Cash Collateral Eligibility.*** Upon a reasonable request by the Chargor, the Secured Party shall determine whether an item (or a specified amount of such item) of Eligible Cash Collateral that was the subject of a prior Legal Ineligibility Notice would currently satisfy the Legal Eligibility Requirements applicable to the Secured Party. If the Secured Party determines that as of such date of determination such item (or specified amount of such item) satisfies the Legal Eligibility Requirements applicable to the Secured Party, the Secured Party shall promptly following such determination rescind the relevant Legal Ineligibility Notice with respect to such item (or specified amount of such item) by written notice to the Chargor. Upon the delivery of such notice, the relevant item (or specified amount of such item) will constitute Eligible Cash Collateral hereunder.

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

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

(j) ***Governing Law.*** This Deed (including, if the parties have specified in the Deed Schedule that Paragraph 10(l) is to apply, Paragraph 10(l) (Arbitration)), and any non-contractual obligations arising out of or in connection with this Deed, will be governed by and construed in accordance with English law.

¹⁰ Where any collateral is not or has ceased to be "Eligible Cash Collateral", this paragraph provides a mechanism for that collateral to be returned to the Chargor, and it does so by valuing the collateral at zero and thereby enabling the collateral to be returned to the Chargor.

(k) **Jurisdiction.** Unless the parties have specified in the Deed Schedule that Paragraph 10(l) is to apply, with respect to any suit, action or proceedings relating to any dispute arising out of or in connection with this Deed including any question regarding its existence, validity or termination ("**Proceedings**"), each party irrevocably:

- (i) submits to the exclusive jurisdiction of the English courts;
- (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party; and
- (iii) agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction.

(l) **Arbitration.** If the parties have specified in the Deed Schedule that Paragraph 10(l) is to apply, each party agrees that¹¹:

- (i) all disputes arising out of or in connection with this Deed including any question regarding its existence, validity or termination shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce or such other rules of arbitration as may be specified in the Deed Schedule by three (3) arbitrators, or such other number of arbitrators as may be specified in the Deed Schedule, appointed in accordance with the said rules;
- (ii) the governing law of the arbitration agreement shall be English law and the seat of arbitration and the location of all hearings shall be London, England and the language of the arbitration shall be English, unless otherwise agreed in writing by both parties;
- (iii) the arbitration and all matters related thereto, including any awards, shall be confidential, unless otherwise agreed in writing by both parties or to the extent disclosure is required of a party by legal duty or to protect or pursue a legal right; and
- (iv) it waives any right to refer any point of law to the courts or to appeal any award on a question of law.

(m) **Service of Process.** Each party irrevocably appoints the Process Agent, if any, specified opposite its name in the Deed Schedule to receive, for it and on its behalf, service of process in any proceedings before the English courts in connection with this Deed. If for any reason any party's

¹¹ The parties may agree to select arbitration for the purposes of dispute resolution. Where they do select arbitration, they should do so by specifying in the Deed Schedule that Paragraph 11(l) is to apply. However, as this Credit Support Deed operates in conjunction with the TMA, the provisions relating to arbitration in this Credit Support Deed should be consistent with the arbitration provision provided for in the relevant TMA (this will be set out in the Schedule to that TMA). So if that TMA does not provide for arbitration and instead requires submission of disputes to the courts, users of this Credit Support Deed should not select arbitration in this Credit Support Deed. Further, if the relevant TMA selects arbitration but does not select the International Chamber of Commerce, or does not select the Rules of Arbitration of the International Chamber of Commerce, parties should match the provisions they have inserted in their TMA. The 2013 ISDA Arbitration Guide contains helpful information on arbitration and arbitration clauses. It should be clearly understood that whether or not any rules of arbitration as may be specified in the Deed Schedule (as applicable) are Shari'ah compliant has not been considered by the IIFM Shari'ah Board and users should undertake their own investigation of this.

Process Agent is unable to act as such, such party will promptly notify the other party and may within 30 days appoint a substitute process agent acceptable to the other party. The parties irrevocably consent to service of process given in the manner provided for notices in Section 12 of the Agreement, except as otherwise provided in the Deed Schedule. Nothing in this Deed will affect the right of either party to serve process in any other manner permitted by applicable law.

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

Paragraph 11. Investment Return

The parties shall agree and specify in the Deed Schedule whether Posted Cash Collateral shall be held in a manner that results in the accrual of an Investment Return and if so the basis on which that Investment Return shall be determined. In the absence of any such agreement between the parties, there shall be no Investment Return payable by the Secured Party in respect of Posted Cash Collateral held by it.

Paragraph 12. Definitions

As used in this Deed:

"Account" means with respect to a Chargor, any account in the name of the Chargor in the books and records of the Secured Party recording Posted Cash Collateral.

"Associated Rights" means, in relation to the Chargor, all its rights (present and future) against the Secured Party in respect of the Account, the balance for the time being credited to the Account and under this Deed, including (without limitation) rights to receive all Return Amounts, being collectively the property charged by the Chargor pursuant to subparagraphs 2(b)(ii) and (iii) of this Deed.

"Base Currency" means the currency specified as such in paragraph (a)(i) of the Deed Schedule.

"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 in a currency other than the Base Currency (the ***"Other Currency"***), the amount in the 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.

"Chargor" means either party, when (i) that party receives a demand for or is required to transfer Eligible Cash Collateral under Paragraph 3(a) or (ii) in relation to that party the other party holds any Posted Cash Collateral.

"Covered Item" has the meaning specified in paragraph (b)(i) of the Deed Schedule.

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

"Disputing Party" has the meaning specified in Paragraph 5.

"Eligible Cash Collateral" means, with respect to a party, cash in the currency as is specified as such for that party in paragraph (c)(ii) of the Deed Schedule.

"Eligible Currency" means the currency specified as such in paragraph (a)(ii) of the Deed Schedule, if such currency is freely available.

"Exposure" means with respect to a party ("**X**") on a Valuation Date and subject to Paragraph 5 in the case of a dispute, the sum of the following amounts determined by X in each case as if an Early Termination Date had occurred on the Valuation Date resulting from a Termination Event, with all Transactions and DFT Terms Agreements being, as applicable, Terminated Transactions and Terminated DFT Agreements and on the basis that (i) X is the Determining Party, the Index Determining Party and not the Affected Party, and (ii) the Base Currency is the Termination Currency: (1) the amount, if any, that would be payable to X by the other party ("**Y**") (expressed as a positive number) or by X to Y (expressed as a negative number) pursuant to Section 6(e)(ii)(1) of the Agreement and (2) the value of the Relevant Index (which may be a positive or negative value) that would be determined by X pursuant to Section 6(f), but on the basis that Section 6(f)(iv)(2) applied.

"FX Haircut Percentage" or " H_{FX} "¹² means, for any item of Eligible Cash Collateral, the percentage specified as such in paragraph (v)(B) of the Deed Schedule.

"Investment Return" means any investment return accruing or that is to accrue on Posted Cash Collateral.

"Legal Eligibility Requirements" has the meaning specified in Paragraph 10(e).

"Legal Ineligibility Notice" has the meaning specified in Paragraph 10(e).

"Local Business Day", unless otherwise specified in paragraph (l) of the Deed Schedule, means:

- (i) in relation to a transfer of cash under this Deed, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment;
- (ii) in relation to a valuation under this Deed, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place of location of the Valuation Agent and in the place(s) agreed between the parties for this purpose;
- (iii) in relation to the Resolution Time, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the at least one Valuation Date Location for Party A and at least one Valuation Date Location for Party B; and
- (iv) in relation to any notice or other communication under this Deed, 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 (c)(vi)(A) of the Deed Schedule; if no amount is specified, zero.

"Notification Time" has the meaning specified in paragraph (d)(iv) of the Deed Schedule.

¹² This figure represents the valuation cushion (or haircut), expressed as a percentage, which the parties agree to apply to an item of Eligible Cash Collateral. For instance, the Parties may agree to apply a haircut in relation to a volatile currency so as to give the Secured Party a buffer to absorb market movements. Note that this term is used in the definition of Value.

"Obligations" means, with respect to a party, all present and future obligations of that party under the Agreement and this Deed and any additional obligations specified for that party in paragraph (l) of the Deed Schedule.

"Posted Cash Collateral" means all Eligible Cash Collateral that has been transferred to or received by the Secured Party under this Deed less amounts transferred to the Chargor pursuant to Paragraph 3(b) or 10(f) or realised by the Secured Party under Paragraph 7 or, for the purposes of any obligation to transfer or return Posted Cash Collateral or for the purposes of determining the Posted Cash Collateral held by the Secured Party, an equal cash amount.

"Recalculation Date" means the Valuation Date that gives rise to the dispute under Paragraph 5; *provided, however*, that if a subsequent Valuation Date occurs under Paragraph 3 prior to the resolution of the dispute, then the "Recalculation Date" means the most recent Valuation Date under Paragraph 3.

"Regular Settlement Day" means, unless otherwise specified in the Deed Schedule, the same Local Business Day on which a demand for the Delivery Amount or Return Amount is made.

"Relevant Event" has the meaning specified in Paragraph 6.

"Resolution Time" has the meaning specified in paragraph (f)(i) of the Deed Schedule.

"Return Amount" has the meaning specified in Paragraph 3(b).

"Secured Party" means either party, when (i) that party makes a demand for or is entitled to receive Eligible Cash Collateral under Paragraph 3(a) or (ii) is a transferee or recipient of Eligible Cash Collateral and Posted Cash Collateral is greater than zero.

"Security Interest" means a mortgage, charge, pledge, lien, assignment by way of security, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Settlement Day" means, in relation to a date, with respect to a transfer of cash, the next Local Business Day.

"Shari'ah" means the rules, principles and parameters of Islamic law.

"Specified Condition" means, with respect to a party, any event specified as such for that party in paragraph (e)(2) of the Deed Schedule.

"Total Ineligibility Date" has the meaning specified in Paragraph 10(e), unless otherwise specified in paragraph (c)(iii) of the Deed Schedule.

"Valuation Agent" has the meaning specified in paragraph (d)(i) of the Deed Schedule.

"Valuation Date" means each date specified in or otherwise determined pursuant to paragraph (d)(ii) of the Deed Schedule.

"Valuation Percentage" or "VP"¹³ means, for any item of Eligible Cash Collateral, the percentage specified in paragraph (c)(v)(A) of the Deed Schedule.

¹³ This figure represents the value, expressed as a percentage, which the parties agree to apply to an item of Eligible Cash Collateral. For cash collateral, this is usually 100 percent. Note that this term is used in the definition of Value.

"Valuation Time" means, unless otherwise specified in the Deed Schedule, the time as of which the Valuation Agent computes its end of day valuations of hedging transactions in the ordinary course of its business (or such other commercially reasonable convenient time on the relevant day as the Valuation Agent may determine).

"Valuation Date" means, unless otherwise specified in the Deed Schedule, each day from, and including, the date of this Deed, that is a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in at least one Valuation Date Location for Party A and at least one Valuation Date Location for Party B.

"Valuation Date Location" has the meaning specified in paragraph (d) of the Deed Schedule.

"Value" means, for any Valuation Date or other date for which Value is calculated, and subject to Paragraph 5 in the case of a dispute, with respect to Eligible Cash Collateral comprised in the Posted Cash Collateral that is an amount of cash, the Base Currency Equivalent of such amount multiplied by $(VP - H_{FX})$, provided that, in the case of a determination of a Value for the purposes of Paragraph 7, the Value will be the Base Currency Equivalent of such amount.

IN WITNESS of which this Deed has been executed as a deed and has been delivered on the date written above as the date on which this Deed is made.¹⁴

[PARTY A

EXECUTED as a deed by (Name of Company):.....)
.....)
acting by (Name of first signatory:) (Signature)
[and (Name of second signatory:) (Signature)]
[acting under the authority of that company] [in the presence of:)

Witness's Signature:
Witness's Name:
Witness's Address:
.....]

PARTY B

EXECUTED as a deed by (Name of Company):.....)
.....)
acting by (Name of first signatory:) (Signature)
[and (Name of second signatory:) (Signature)]
[acting under the authority of that company] [in the presence of:)

Witness's Signature:
Witness's Name:
Witness's Address:
.....]]

¹⁴ Parties should complete and execute at the same time both this Credit Support Deed and the Schedule to this Credit Support Deed.