

Dated 24 September 2013

**BARCLAYS CCP FUNDING LLP** as LLP

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DEED OF AMENDMENT  
relating to an LLP Undertaking dated 6 December 2012

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**MAYER • BROWN**

**LONDON**

**THIS DEED OF AMENDMENT** (this “**Deed**”) is dated 24 September 2013 and made by:

- (1) **BARCLAYS CCP FUNDING LLP**, a limited liability partnership with registered number OC359024 incorporated under the laws of England and Wales whose registered office is at 1 Churchill Place, London E14 5HP (the “**LLP**”).

**BACKGROUND:**

- (A) On 6 December 2012, the LLP executed an LLP Undertaking in favour of the Applicable Enforcing Party on trust for the holders of each Class of Global Collateralised Medium Term Notes (the “**LLP Undertaking**”).
- (B) It has been agreed by the LLP that the LLP Undertaking should be amended as set out below.
- (C) This Deed puts into effect the amendment referred to in recital (B).

**THIS DEED WITNESSES that:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Deed and the recitals hereto, unless otherwise defined herein or the context otherwise requires, terms used shall bear the meanings ascribed to them in the LLP Undertaking.
- 1.2 The interpretation provisions contained in Clause 1 (*Definitions*) of the LLP Undertaking shall apply, *mutatis mutandis*, to this Deed.

**2. AMENDMENT**

- 2.1 The LLP agrees that the LLP Undertaking shall be amended as set forth in this Clause 2 (*Amendment*):

In the second paragraph of Clause 1 (*Definitions*), the phrase “in accordance with the applicable Security Agreement” shall be deleted in its entirety.

Clause 10 (*Delay Not Waiver; Amendments, etc.*) shall be deleted in its entirety and replaced with the following:

10. Amendments and Waivers. Any amendments and waivers to this Undertaking may only be effected in accordance with the Collateral Administration Agreement.

- 2.2 Except as expressly agreed in this Deed, the LLP Undertaking shall continue in full force and effect.

**3. REPRESENTATIONS AND WARRANTIES**

The LLP hereby represents and warrants that this Deed constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

4. **EFFECTIVENESS**

This Deed shall become effective as of the date first set forth above when counterparts hereof shall have been executed and delivered by the LLP, and thereafter shall be binding on the LLP and its successors and assigns.

5. **MISCELLANEOUS**

This Deed, including any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.

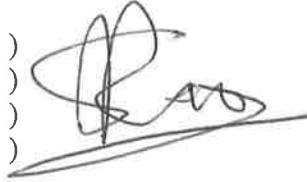
**EXECUTION:**

The LLP has shown its acceptance of the terms of this Deed by executing it on the following page.

**EXECUTED AS A DEED:**

**The LLP:**

SIGNED as a deed by BARCLAYS BANK )  
PLC, under a power of attorney dated 4 )  
December 2012, duly authorised for and on )  
behalf of BARCLAYS CCP FUNDING )  
LLP, Member, acting by its duly authorised )  
attorney Shivkumar Rao, in the presence  
of:



Witness's signature:



Witness's name  
(in capitals):

JACOB WOLF

Witness's address:

Address: 1675 Broadway, New York, NY 10019

Facsimile no:

Electronic mail address: jwolf@mayerbrown.com

For the attention of: