

**LLP UNDERTAKING**

THIS LLP UNDERTAKING, dated as of December 6, 2012 (this "Undertaking"), is executed in favour of the Applicable Enforcing Party on trust for the holders of each Class of Global Collateralised Medium Term Notes (the "Notes").

**W I T N E S S E T H:**

WHEREAS, Barclays Bank PLC (the "Issuer") has established a Series for the issuance of collateralized, multi-currency global medium term notes in one or more Classes each having characteristics specified in the related Final Terms;

WHEREAS, the Issuer has entered into a master agency agreement dated as of December 5, 2012 (as amended, supplemented or otherwise modified from time to time, the "Agency Agreement"), with, among others, The Bank of New York Mellon, as issue and paying agent, pursuant to which the Issuer has agreed to issue and sell Notes from time to time. The registered holders from time to time of the Notes are collectively referred to herein as the "holders" and individually each as a "holder";

WHEREAS, the Issuer will lend the proceeds of the issuance and sale of the Notes to Barclays CCP Funding LLP, a limited liability partnership organized under the laws of England and Wales (the "LLP") by way of a revolving loan made available by the Issuer to the LLP (the "Intercompany Loan") pursuant to the terms and conditions of the Intercompany Loan Agreement (the "Intercompany Loan Agreement"), dated as of November 19, 2010, between the Issuer, the Administrator and the LLP;

WHEREAS, each Advance under the Intercompany Loan with respect to the Notes will be used by the LLP to purchase Eligible Securities under one or more Repurchase Transactions related to a specific Class of the Notes;

WHEREAS, pursuant to the applicable Security Agreement for each Class of Notes, the LLP has agreed to secure (amongst other things) the payment of all Payment Amounts with respect to such Class of the Notes when the same become Due for Payment by, as applicable, (i) granting to the Applicable Enforcing Party for the benefit of the Secured Creditors related to such Class of the Notes, a lien and security interest in all the LLP's right title and interest in, to and under the Collateral for such Class and (ii) in the case of the Security Agreement (English Law) only, transferring legal and beneficial ownership in all of the assets and other rights which it holds from time to time in relation to each Class of the Notes which constitute Financial Collateral (as defined in the Security Agreement (English Law));

WHEREAS, the LLP will benefit from the issuance and sale of Notes pursuant to the Agency Agreement and is willing to undertake to pay the Payment Amounts as hereinafter set forth; and

WHEREAS, the holders of each Class of the Notes receive the benefit of this undertaking by the LLP by their purchase of such Notes;

WHEREAS, this Undertaking is a deed of the LLP;

NOW THIS DEED WITNESSES the receipt and sufficiency of which are hereby acknowledged, the LLP agrees as follows:

1. Definitions. The Master Program Definitions Schedule made between the Issuer, the Administrator and the LLP on or about November 19, 2010 (as the same may be amended, varied or supplemented from time to time in accordance with the Administration Agreement, the “Master Program Definitions Schedule”) is expressly and specifically incorporated into this Undertaking and, accordingly, the expressions defined in the Master Program Definitions Schedule (as so amended, varied or supplemented) shall, except where the context otherwise requires and save where otherwise defined, have the same meanings in this Undertaking, including the recitals, and this Undertaking shall be construed in accordance with the interpretation provisions set out in Clause 2 (*Interpretation and Construction*) of the Master Program Definitions Schedule.

The Series Definitions Schedule for the Notes set forth in Schedule 1 of the Collateral Administration Agreement (as the same may be amended, varied or supplemented from time to time in accordance with the applicable Security Agreement, the “Series Definitions Schedule”) is expressly and specifically incorporated into this Undertaking and, accordingly, the expressions defined in the Series Definitions Schedule (as so amended, varied or supplemented) shall, except where the context otherwise requires and save where otherwise defined, have the same meanings in this Undertaking, including the recitals.

To the extent of any inconsistency between the Master Program Definitions Schedule and the Series Definitions Schedule, the meanings set forth in the Series Definitions Schedule shall govern.

2. Undertaking to Pay. In relation to each Class of Notes (as the same may be amended, modified, extended or renewed from time to time), the LLP undertakes to the Applicable Enforcing Party for the benefit of the relevant Noteholders to make full and prompt payment, when such Class is Due for Payment and at all times thereafter, of the Issuer’s obligations to pay all Payment Amounts with respect to such Class. This undertaking is independent of the Issuer’s obligations and given by the LLP by way of indemnity and so as primary obligor and not as surety.

3. Continuing Promise. Subject to Section 21, this Undertaking shall in all respects be a continuing limited recourse undertaking, and shall remain in full force and effect (notwithstanding, without limitation, the dissolution of the LLP or any other circumstance) until all Payment Amounts have been paid in full.

4. Reinstatement. The LLP further agrees that if at any time all or any part of any payment theretofore made to any holder to any of the Payment Amounts is or must be rescinded or returned by such holder for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Issuer or the LLP), such Payment Amounts shall, for purposes of this Undertaking, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by such holder, and this Undertaking shall continue to be effective or be reinstated, as the case may be, as to such Payment Amounts, all as though such application by such holder had not been made.

5. Representations and Warranties. The LLP represents and warrants to the holders as of the date hereof that:

(a) *Existence and Powers.* The LLP is duly organized and validly existing under the laws of the jurisdiction of its organization and has the organizational power and authority to own the properties it purports to own, to transact the business it transacts and proposes to transact, to execute and deliver this Undertaking and to perform the provisions hereof.

(b) *Authorization and Binding Effect.* This Undertaking has been duly authorized by all necessary organizational action on the part of the LLP, and this Undertaking constitutes a legal, valid and binding obligation of the LLP enforceable against the LLP in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) *No Contravention.* The execution, delivery and performance by the LLP of this Undertaking will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any security interest in respect of any property of the LLP under, any indenture, mortgage, deed of trust, loan purchase or credit agreement, LLP Deed, or any other agreement or instrument to which the LLP is bound or by which the LLP or any of its properties may be bound or affected, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority applicable to the LLP or (iii) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the LLP except where such contravention, breach, default, conflict or violation would not reasonably be expected to have a Material Adverse Effect.

(d) *No Consent Required.* No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the LLP of this Undertaking.

(e) *Benefits.* Having taken into account the financial interdependence and mutual reliance between the LLP and the Issuer, the continuing financial and other assistance from time to time given by the LLP to the Issuer and vice versa, the LLP expects to derive material benefits, directly or indirectly, from the financing obtained under the Intercompany Loan which may be used by the LLP to purchase Purchased Securities under each Repurchase Agreement for the Notes related to this Undertaking.

6. Subrogation. Notwithstanding any payment made by or for the account of the LLP pursuant to this Undertaking, the LLP shall not be subrogated to any right of any Applicable Enforcing Party or holder until such time as this Undertaking shall have been discontinued as to the LLP, the holders shall have received payment of the full amount of all Payment Amounts and the Notes shall have been repaid in full.

7. Waivers. (a) The LLP hereby expressly waives (a) notice of the acceptance by any holder of this Undertaking, (b) notice of the existence or creation or non-payment of all or any of the Payment Amounts, (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever and (d) all diligence in collection or protection of or realization upon any Payment Amounts or any security for or any guarantee of any Payment Amounts.

(b) Without limitation of the foregoing, the LLP hereby waives:

(i) any defence arising by reason of any disability or other defense of the Applicable Enforcing Party, on behalf of any holder;

(ii) any defence based on sovereign immunity of the LLP or any Affiliate thereof;

(iii) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceedings with respect to the Issuer or the Applicable Enforcing Party;

(iv) any defence based on the occurrence or continuance of any LLP Event of Default, Potential LLP Event of Default, Issuer Event of Default or Potential Issuer Event of Default;

(v) to the fullest extent permitted by law, any defence arising from fraud and/or fraud in the inducement and any and all other defences or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties; or

(vi) any other circumstance which might otherwise constitute a defence available to, or a legal or equitable discharge of, a surety or any guarantor.

(c) The creation or existence from time to time of additional Payment Amounts to the holders with respect to Classes of the Notes is hereby authorized, without notice to the LLP, and shall in no way affect or impair the rights of any Applicable Enforcing Party or holder or the obligations of the LLP under this Undertaking.

8. Assignments. Any holder may from time to time, without notice to the LLP, assign or transfer any Note in accordance with the Agency Agreement and the restrictions described in the Offering Document for the Notes; and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, the Payment Amounts for such Note shall be and remain the Payment Amounts for such Note for purposes of this Undertaking, and each and every immediate and successive assignee or transferee of any of such Payment Amounts or of any interest therein shall, to the extent of the interest of such assignee or transferee in such Payment Amounts, be entitled to the benefits of this Undertaking to the same extent as if such assignee or transferee were an original holder.

9. Enforcement by the Applicable Enforcing Party. The LLP acknowledges that the Applicable Enforcing Party may, in accordance with the applicable Security Agreement, proceed to protect and enforce its right, title and interest and the right, title and interest of the holders to

and under this Undertaking with respect to each Class of the Notes (including without limitation all amounts due hereunder), and that the Applicable Enforcing Party may take such actions separately with respect to different Classes, simultaneously with respect to any one or more Classes, and in any case from time to time and not necessarily in a single instance. It shall not be necessary for the Applicable Enforcing Party to first institute any proceeding or exhaust any remedy the Applicable Enforcing Party may have under any Repurchase Agreement or against the Issuer. No Person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Undertaking.

10. Delay Not Waiver; Amendments, etc. The LLP may at any time, without the consent or sanction of the holders, consent to any action or amend or otherwise modify any of the terms of this Undertaking; *provided that* the LLP certifies to the Applicable Enforcing Party and the Collateral Administrator that any such action or amendment will not adversely affect in any material respect the interests of the Secured Creditors, including the holders. To the extent that the LLP does not make such a certification with respect to any proposed action or amendment, such proposed action or amendment may proceed and, provided that the Issuer has given not less than five (5) Business Days' written notice of the substance of the action or amendment (in an amendment or supplement to, or reissuance of, the Offering Document) to each holder or prospective purchaser of the Notes, will become effective upon either (a) the date upon which all Notes that were outstanding on the date that the notice above was first given are paid in full or, if any such Notes remain outstanding, the LLP obtains the prior written consent of each holder of such outstanding Notes; or (b) if the nature of the action or amendment is, in the reasonable opinion of the LLP, such that it can become effective with respect to the Notes as they are issued (but not take effect as against Notes that remain outstanding), the date designated by the LLP in the notice above, but solely with effect for all Notes with an Issue Date falling on or after such date and not with respect to any Notes that remain outstanding. After any such action or amendment becomes effective, it will bind the LLP and each Secured Creditor, including the Noteholders, whether or not notation of such action or amendment is made on any note, instrument, agreement or other document providing for the Secured Obligation of such Secured Creditor. A certification will become effective on the date prescribed therein or immediately on execution, if no date is prescribed. The Applicable Enforcing Party and the Collateral Administrator shall not be obligated to execute or consent to any amendment which adversely affects its rights, immunities and indemnities. In determining whether the applicable conditions set forth in this Section 10 have been met, the Collateral Administrator and the Applicable Enforcing Party shall be entitled to rely on a certificate of the Administrator and an opinion of counsel.

11. Payments, etc. All payments by the LLP in money with respect to a Class of the Notes pursuant to this Undertaking shall be made in the currency in which the relevant Note is denominated to the Note Payment Account for the Notes and paid by the Issue and Paying Agent pursuant to the Agency Agreement to the holders of such Class for their ratable benefit by the method and at the address specified in the Agency Agreement. To the fullest extent permitted by applicable law, the obligations of the LLP in respect of any amount of money due under or in respect of this Undertaking shall (notwithstanding any payment in any other currency, whether as a result of any judgment or order or the enforcement thereof or otherwise) be discharged only to the extent of the amount in the relevant currency that the Applicable Enforcing Party and each other Person entitled to receive such payment may, in accordance with normal banking

procedures, purchase with the sum paid in such other currency (after any premium and costs of exchange) on the Business Day immediately following the day on which such holder receives such payment. If the amount in relevant currency that may be so purchased for any reason falls short of the amount originally due, the LLP shall indemnify and save harmless the Applicable Enforcing Party and such Person from and against all loss or damage arising out of or as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Undertaking, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by such holder from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Undertaking or under any judgment or order.

12. Governing Law. This Undertaking shall be governed by, and construed in accordance with, the Laws of England.

13. Severability. Wherever possible each provision of this Undertaking shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Undertaking shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Undertaking.

14. Additional Obligors. At any time after the date of this Undertaking, one or more additional Persons may become parties hereto by executing and delivering to the Applicable Enforcing Party a counterpart of this Undertaking. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all of the terms of, this Undertaking.

15. Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Section 16 below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) in the case of the LLP, to Barclays CCP Funding LLP, 1 Churchill Place, London, E14 5HP for the attention of Barosec Limited/CCP Funding with a copy to 35 Great St. Helen's, London, EC3A 6AP (facsimile number +44 (0) 207-398-6325) for the attention of The Directors;

(ii) in the case of the Security Trustee, The Bank of New York Mellon, 101 Barclay Street, New York, New York, 10286 for the attention of Andrew Taylor, with a copy to: [qsr-barclaysnotices@bnymellon.com](mailto:qsr-barclaysnotices@bnymellon.com); and

(iii) in the case of an Applicable Enforcing Party other than the Security Trustee, as set forth in the relevant Security Agreement.

16. Electronic Communications. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in Section 16(b) below, shall be effective as provided in such Section 16(b).

(a) Notices and other communications to the LLP hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Applicable Enforcing Party; provided that the foregoing shall not apply if the LLP has notified the Applicable Enforcing Party that it is incapable of receiving notices hereunder by electronic communication. The Applicable Enforcing Party may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Applicable Enforcing Party otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(b) Each of the LLP and the Applicable Enforcing Party may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto.

17. Judgment Currency. The LLP agrees that if, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder from the currency in which a Note is denominated into another currency, to the fullest extent permitted by law, the rate of exchange used shall be that at which in accordance with normal banking procedures the holder of such Note could purchase the currency in which such Note is denominated with such other currency on the Business Day preceding that on which final judgment is given.

18. Tax Indemnification. Should any payment in respect of the Notes, whether by the LLP under this Undertaking or by the Issuer, be made subject to any deduction or withholding on account of any Taxes, the LLP will not be obliged to pay any additional amounts in respect of any sum deducted or withheld.

19. Submission to Jurisdiction. The LLP irrevocably agrees that the courts of England are to have non-exclusive jurisdiction to hear and determine any suit, action or

proceeding, and to settle any disputes which may arise out of or in connection with this Undertaking (including a dispute relating to the existence, validity or termination of this Undertaking or any non-contractual obligation arising out of or in connection with this Undertaking) or the consequences of its nullity, and that accordingly any proceeding arising out of or in connection with this undertaking may be brought in such courts. The LLP irrevocably waives any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any proceedings and to settle any disputes, and agrees not to claim that any such court is not a convenient or appropriate forum. Nothing contained in this section 19 shall limit any right to take proceedings against the parties to this Undertaking in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

20. Non-Petition. Only the Applicable Enforcing Party may pursue the remedies available under the general law or under this Undertaking to enforce the security interest set forth in the applicable Security Agreement with respect to any Collateral and no other beneficiary of this Undertaking shall be entitled to proceed directly against the LLP to enforce any such security interest. Until the date falling two years after the Final Maturity Date, no beneficiary of this Undertaking shall initiate or join any person in initiating an Insolvency Event in relation to the LLP, and no beneficiary of this Undertaking shall be entitled to take or join in the taking of any corporate action, legal proceedings or other procedure or step which would result in the Priorities of Payments not being complied with. This Section 20 shall survive the termination of this Undertaking.

21. Recourse. (a) To the extent permitted by law, no recourse under any obligation, covenant or agreement contained in this Undertaking of any of the Persons expressed to be a party to or beneficiary of this Undertaking shall be had against any shareholder, officer, member or director of any such party by the enforcement of any assessment or by any legal proceedings, by virtue of any statute or otherwise; it being expressly agreed and understood that this Undertaking is a corporate obligation of each such party and no personal liability shall attach to or be incurred by the shareholders, officers, agents or directors of any such party as such, or any of them, under or by reason of any of the obligations, covenants or agreements of any such party contained in this Undertaking, or implied therefrom, and that any and all personal liability for breaches by any such party of any such obligations, covenants or agreements, either under any applicable law or by statute or constitution, of every such shareholder, officer, agent or director is hereby expressly waived by each party hereto and beneficiary hereof as a condition of and consideration for the execution of this Undertaking.

(b) Each beneficiary of this Undertaking (including the Applicable Enforcing Party) agrees with and acknowledges to each of the LLP and the Applicable Enforcing Party that, notwithstanding any other provision of any other LLP Document, all obligations of the LLP (if any) to such party, including, without limitation, the Secured Obligations, are limited in recourse as set forth below:

(i) each beneficiary of this Undertaking agrees that it will have a claim only in respect of the related Collateral for the Notes and will not have any claim, by operation of law or otherwise, against, or recourse to, any of the LLP's other assets or its contributed capital;



(ii) sums payable to any party to or beneficiary of this Undertaking in respect of the LLP's obligations to such Person shall be limited to the lesser of (a) the aggregate amount of all sums due and payable to such Person and (b) the aggregate amounts received, realized or otherwise recovered by or for the account of the LLP in respect of the related Collateral for the Notes whether pursuant to enforcement of the Security related to such Collateral or otherwise, net of any sums which are payable by the LLP in accordance with the Priorities of Payments for the Notes in priority to or pari passu with sums payable to such Person;

(iii) notwithstanding anything to the contrary contained in this Undertaking, all obligations of the LLP shall be payable by the LLP only to the extent of funds available therefor pursuant to the Priorities of Payments with respect to the Notes and, to the extent such funds are not available or are insufficient for the payment thereof, shall not constitute a claim against the LLP to the extent of such unavailability or insufficiency until such time as the LLP has assets sufficient to pay such prior deficiency in accordance with such Priorities of Payment, and upon notice of the Applicable Enforcing Party that it has determined in its sole opinion that there is no reasonable likelihood of there being any further realizations in respect of the related Collateral (whether arising from an enforcement of the Security related to the Collateral for the Notes or otherwise) which would be available to pay unpaid amounts outstanding under the relevant LLP Documents, any such unpaid amounts, as to the LLP but not the Issuer, shall be discharged in full.

(c) This Section 21 shall survive the termination of this Undertaking.

*[Remainder of page intentionally left blank]*

The LLP has shown its acceptance of the terms of this Undertaking by executing it as a deed below.

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



Witness's signature: DUK

Witness's name (in capitals): DINA KAMEROS

Witness's address: 745 Seventh Ave

Address: NY, NY

Facsimile no:

Electronic mail address: dina.kameros@barclays.com

For the attention of: