

Date: 23 June 2011

**The Lords Commissioners of Her Majesty's Treasury**  
The Treasury

**Computershare Investor Services PLC**  
The Service Provider

Contract Change Note

Relating to a Service Contract for the provision of  
the Gilts Registration Service

## Contract Change Note

**WHEREAS** the Service Provider and the Treasury:

- A entered into an agreement (the "**Original Agreement**") dated 15 July 2004 for the Service Provider to provide services to the Treasury in respect of the provision of the gilts registration services; and
  - B entered into a Contract Change Note to amend the Original Agreement (the "**Amended Agreement**") dated 17 September 2009; and
- wish to amend the Amended Agreement with effect from 27 June 2011 the ("Variation Date").

**IT IS AGREED** as follows:

### 1. Definitions

Words and phrases defined in the Amended Agreement shall bear the same meaning when used in this Contract Change Note.

### 2. Amendment of the Amended Agreement

- 2.1 Clause 5.3(b) shall be amended by deleting the following wording: "and so as to avoid (where relevant) the inclusion of "Deliveries by Value" and "Self Collateralising Repurchases" in Stockholders' payment balances".
- 2.2 Schedule 1 clause 5.4(b) shall be deleted and replaced with the following wording: "(b) striking the balance on each holding for interest and redemption payments on the end of day balance on the relevant record date".
- 2.3 Schedule 1 clause 5.4 (d) shall be deleted and replaced with the following wording "striking the balance for CREST members at a particular point during the day on the relevant record date, to ensure Delivery by Values and Self Collateralising Repurchases are included in the calculation".
- 2.4 Schedule 1, clause 5.4(e) shall be deleted and replaced with the following wording: "making payment via the Cash Memorandum Accounts in CREST and issuing annual statements in relation to the same in accordance with the CREST Settlement Bank

Facility made available by the Bank of England pursuant to a Facility Letter addressed to the Service Provider and the Treasury dated 15 June 2011 on an unsecured basis and complying with the terms and conditions of the same (the "CMA Service").


- 2.5 [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- 2.6 Save as herein amended all other terms and conditions of the Amended Agreement shall remain in full force and effect.
- 2.7 Save as set out in this clause 2, nothing in this Contract Change Note shall be construed as varying or amending the terms of the Amended Agreement as they had effect prior to the Variation Date or as prejudicing any rights or liabilities of either of the parties which may exist as at such date.
- 2.8 The Service Provider and the Treasury acknowledge that the Service Provider is entering into the Facility Letter and agreeing to the Terms and Conditions Relating to CREST Settlement Bank Facilities made available to a CREST Member or Sponsored Member and other documentation to be entered into by the Bank of England, the Treasury and the Service Provider relating to the CMA service (the "CMA Documentation") on the Treasury's instructions on order to facilitate the CMA service. Accordingly, the Treasury and the Service Provider agree and confirm that should the Bank of England call on any of the indemnities contained in the CMA Documentation as against the Service Provider or the Treasury, the liabilities of the Service Provider and Treasury as against each other in connection with the CMA Service will be governed by the terms of the Amended Agreement as amended by this Change Control Notice and in particular the Service Provider will be able to call on the indemnity from the Treasury in clause 21.2 of the Amended Agreement and to rely on the limitation of liability in clause 21.7 of the Amended Agreement; and in particular the Treasury will be able to call upon the compensation and indemnity provisions in clauses 18 and 21.4 of the Amended Agreement.

**3. Entire Agreement**

- 3.1 The parties agree and acknowledge that this Contract Change Note and the Amended Agreement (as such is to be amended by this Contract Change Note) together form one and the same contract between the parties.
- 3.2 Except to the extent that the Amended Agreement is amended and restated by this Contract Change Note or in respect of any fraudulent misrepresentation made by either party, this Contract Change Note:
- (a) constitutes the entire agreement between the parties relating to the subject matter of this Contract Change Note and the Amended Agreement (as such is to be amended by this Contract Change Note); and
  - (b) supersedes all prior representations, agreements, negotiations or understandings with respect thereto, whether oral or in writing.
- 3.3 In entering into this Contract Change Note, neither party has relied on any warranty or representation of any party and in so far as it relates to the entering into of this Contract Change Note, each party irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation or breach of any warranty not contained in this Contract Change Note and/or to rescind this Contract Change Note unless such misrepresentation or warranty was made fraudulently.

**4. General**

This Contract Change Note shall be governed by English Law and shall be subject to the non-exclusive jurisdiction of the English Courts.

**SIGNED** by ...   
for and on behalf of **THE LORDS COMMISSIONERS FOR  
HER MAJESTY'S TREASURY:**

S. BECKETT, HMT DIRECTOR Authorised Signatory

SIGNED by .....



acting on behalf of **COMPUTERSHARE INVESTOR  
SERVICES PLC:**

L. K. BOTHA DIRECTOR... Authorised Signatory