

**U.S. DOLLAR-GBP SWAP AGREEMENT
DATED AS OF MAY 10, 2010**

This U.S. Dollar-GBP swap agreement (“Swap Agreement”) is between the Federal Reserve Bank of New York, acting at the direction of the Federal Open Market Committee (“FRBNY”), and The Governor and Company of the Bank of England (“BoE”) (together, the “Parties”) and is dated as of May 10, 2010 (the “Effective Date”).

WHEREAS, the Parties wish to create a temporary arrangement to purchase and subsequently repurchase British Pounds (“GBP”) and U.S. dollars (“USD”) from each other to facilitate the functioning of financial markets and provide liquidity in USD.

NOW THEREFORE, the Parties agree to the following Swap Agreement:

1. Commitments by the Parties to Purchase and Repurchase Currency

- a. The BoE agrees to sell GBP to the FRBNY and to purchase USD from the FRBNY by means of a spot transaction, with a simultaneous agreement by the BoE to sell USD to the FRBNY and to purchase GBP from the FRBNY on the maturity date of such swap transaction (the “Maturity Date”) by means of a forward transaction.
- b. The purchases and the subsequent repurchases under this Swap Agreement shall be referred to collectively as “Swap Transactions” and individually as a “Swap Transaction”.
- c. The Parties agree, at such times as they mutually agree, to enter into Swap Transactions provided that (i) FRBNY must receive at least one (1) New York business day prior notice before the Value Date (defined below) of a proposed Swap Transaction, except FRBNY must receive notice by 8:00 a.m. New York time the day the BoE enters into any overnight Swap Transaction and (ii) all Swap Transactions will have a maximum duration of 88 days or as agreed upon by the Parties. The Parties may agree to waive or modify the aforementioned conditions (i) and/or (ii). The term “Value Date” will mean the day on which the FRBNY advances USD to the BoE.

2. Establishment of FRBNY Account on the Books of the BoE

- a. For the purposes of implementing this Swap Agreement the BoE will designate an account in the name of the FRBNY (the “FRBNY Account”), which account shall be used solely in connection with the implementation of this Swap Agreement.

- b. No payment instructions shall be executed in connection with the FRBNY Account other than those executed in connection with the implementation of this Swap Agreement.
- c. No intra-day or overnight credit shall be granted by the BoE in respect of the FRBNY Account.

3. Exchange Rate and Interest Rates Determination

- a. The USD/GBP exchange rate (“Exchange Rate”) that shall apply to (i) each purchase of USD and GBP under this Swap Agreement and (ii) each repurchase of USD and GBP under this Swap Agreement shall be based on the prevailing market spot exchange rate as mutually agreed upon by the Parties. The same exchange rate (i.e., the rate of the spot leg) shall be applied to both the spot and forward legs of the Swap Transaction.
- b. Interest payable by the BoE on the proceeds of any Swap Transaction (the “Interest Rate”) shall be no less than the applicable Overnight USD Indexed Swap Rate (OIS) (rounded to 4 digits after the decimal point) plus a 100 basis point spread. Interest shall be calculated on a 360-day basis from, and including, the Value Date to, but excluding, the Maturity Date. On the Maturity Date, such interest shall be paid by the BoE to FRBNY in USD (based on the Exchange Rate applicable to the Swap Transaction), and FRBNY will debit the BoE Account (defined below) with said interest amount.
- c. There shall be no interest payable by the FRBNY in respect of any portion of any Swap Transaction.

4. Transaction Procedures

- a. At such time as either Party may desire to initiate a Swap Transaction, the Parties will agree on the following terms of such transaction by means as mutually agreed upon by both Parties.
 - i) Amount;
 - ii) Value Date;
 - iii) Exchange Rate;
 - iv) Maturity Date; and
 - v) Interest Rate (calculated in accordance with Section 3(b) above)

- b. Once the Parties have agreed on the terms described in Paragraph 4(a), the Parties shall confirm their agreement without delay by means of a SWIFT message or if SWIFT is not available by such means as agreed to by the Parties.
- c. On the Value Date, the USD amount shall be credited to an account on the books of the FRBNY designated in the name of the BoE (the “BoE Account”), and the GBP amount shall be credited to the FRBNY Account.
- d. On the Maturity Date, the USD amount shall be repaid, plus any accrued interest in respect of the FRBNY Account as described in Section 3(b) to the FRBNY through the BoE Account.
- e. On the Maturity Date, the GBP amount, without any return thereon, shall be repaid to the BoE through the FRBNY Account.
- f. No intra-day or overnight credit shall be granted by the FRBNY in respect of the BoE Account.

5. Setoff and Rollover

- a. In the event a Party fails to fulfill its obligations under this Swap Agreement with respect to a particular Swap Transaction on the applicable Maturity Date, the non-defaulting Party is authorized to set off any obligations they may owe the defaulting Party against the currency held by the non-defaulting Party pursuant to this Swap Agreement.
- b. In the event that the BoE does not repay the USD amount due under a Swap Transaction on the Maturity Date, the Parties agree to roll over any shortfall into a new overnight swap transaction (“Rollover Swap Transaction”). The BoE will credit the GBP-equivalent amount of such shortfall to the FRBNY Account as soon as possible and no later than the next business day. The BoE will grant FRBNY authority to invoke a Rollover Swap Transaction on its behalf to cover any shortfall of maturity payments on any given day. The additional drawdown for the Rollover Swap Transaction will not exceed the total amount maturing on that day. The Exchange Rate and Interest Rate for any Rollover Swap Transaction shall be the same respective rates as the rates on the maturing Swap Transaction that experienced the shortfall.

6. Warranties

- a. Authority. Except as otherwise provided herein, each of the Parties warrants and represents that it has the full power and authority to enter into and perform its obligations under this Swap Agreement.
- b. Covenant to Inform. In the event there is any change in law, act or other change of fact or circumstance as a result of which one of the Parties is not able to perform all of its obligations under, this Swap Agreement, such Party shall inform the other Party of such change in law, act or other change of fact or circumstance and the steps that it plans to take in response.

7. Termination

- a. The Parties may, at any time, mutually agree to terminate any Swap Transaction entered into under this Swap Agreement. In case of any such early termination of a Swap Transaction, the amounts payable at the early maturity of the Swap Transaction shall be adjusted, as agreed between the BoE and the FRBNY, and such adjusted amounts shall be confirmed without delay by means of a SWIFT message.
- b. This Swap Agreement will terminate on January 31, 2011, unless terminated prior to that date as provided in Section 7(c) below.
- c. The Parties may, at any time, mutually agree to terminate this Swap Agreement or either Party may unilaterally terminate this Swap Agreement with 30 days prior written notice to the other Party.
- d. At such time that this Swap Agreement is terminated for any reason, the obligations of any Party to repay amounts outstanding under any Swap Transaction will survive such termination, and the terms and conditions of this Swap Agreement shall continue to apply until all amounts owed by either Party under this Swap Agreement have been repaid in full.

8. Communications

- a. Subject to any agreement under Section 4(a), any notice, request, document or other communication submitted by a Party under this Swap Agreement shall be in the form of a record (including a telephone call recorded by the Party making the call), shall refer to this Swap Agreement, and shall be deemed fully given when delivered or made to the other Party in accordance with the contact details set out below (and, in

the case of by hand, postal, or FAX communication, marked for the attention of the appropriate person). The Parties' contact details will be provided separately.

- b. These contact details may be changed by a Party upon written notice (including by e-mail) to the other Party.
- c. The FRBNY will provide daily statements of account activity in accordance with standard operating procedures.

9. Recording

The Parties agree that each may electronically record all telephone conversations between them with respect to this Swap Agreement.

10. Survival of Covenants

All covenants, agreements and warranties made herein shall survive the execution and delivery of this Swap Agreement and shall remain in full force and effect until repayment in full of all amounts owed pursuant to this Swap Agreement.

11. Counterparts and Effective Date

This Swap Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute but one and the same instrument. This Swap Agreement shall become effective as of the Effective Date.

IN WITNESS WHEREOF, this Swap Agreement is signed and executed by
the authorized representatives of the Parties as of the Effective Date.

**FEDERAL RESERVE BANK
OF NEW YORK**

A black rectangular redaction box covering the signature of Richard P. Dzina.

Richard P. Dzina
Senior Vice President

Date: *May 10, 2010*

**THE GOVERNOR AND COMPANY OF
THE BANK OF ENGLAND**



Paul Fisher

Executive Director, Markets

Date: 10/5/10