

**SUPPLEMENT TO PLEDGE AGREEMENT**  
dated as of November 13, 2008

Reference is made to the Pledge Agreement dated as of September 17, 2008 (the "Pledge Agreement") between Barclays Bank PLC (the "Pledgor") and Citibank, N.A. (the "Bank"). Unless otherwise defined herein, capitalized terms defined in the Pledge Agreement are used herein as therein defined.

**PRELIMINARY STATEMENT:**

- (1) The Bank has provided certain Services pursuant to the Pledge Agreement.
- (2) The Bank is no longer performing Services under the Pledge Agreement and no further Services are required.
- (3) The Pledgor is seeking to have the Bank return to it the \$700,000,000 deposited by the Pledgor in a special cash collateral account with the Bank, together with interest and other income earned on or in respect thereof (collectively, the "Cash Collateral"), and the Bank is willing to return the Cash Collateral to the Pledgor on the terms and conditions set out below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

1. Subject to the return of the Cash Collateral to the Pledgor pursuant to paragraph 3 below, the Pledgor agrees that Section 23(a) of the Pledge Agreement is hereby amended and restated as follows:

**SECTION 23. Indemnification.** (a) The Pledgor agrees to indemnify the Bank, its affiliates and subsidiaries and the directors, officers, trustees, agents and employees of the foregoing (each an "Indemnatee") and hold each Indemnatee harmless from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, suits, judgments, costs and expenses of any kind, including, without limitation, the reasonable fees and disbursements of counsel to any Indemnatee, in each case whether now existing or hereafter arising (each a "Loss" and collectively, "Losses") incurred or suffered by an Indemnatee relating to or arising out of this Agreement, the Services provided from and including September 17 through September 19, 2008 or the Service Agreements in respect of such Services or in any other way connected with the enforcement of any of the terms of, or the preservation of any rights hereunder, or in any way relating to or arising out of the ownership, purchasing, delivery, control, acceptance, financing, possession, sale, return or other disposition of the Collateral, the violation of the laws of any country, state or other governmental body or unit, or any tort or contract

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claim or any claims arising as a result of any avoidance or reversal of any setoff by an Indemnitee or application of other collateral by an Indemnitee, whether as a result of a decision made by an Indemnitee in its sole discretion, an agreement between an Indemnitee and any party other than Pledgor, a court order, or otherwise, which Losses would have constituted Obligations under the Pledge Agreement secured by the Collateral; provided, that (a) no Indemnitee shall have the right to be indemnified hereunder for such Indemnitee's own gross negligence or willful misconduct or that of its affiliates, directors, trustees, agents or employees as determined by a court of competent jurisdiction in a final, non-appealable judgment or order and (b) in no event will the Pledgor's aggregate liability to the Indemnitees under this indemnity exceed \$700,000,000.

2. The Pledgor confirms that its indemnity obligations under Section 23(a) of the Pledge Agreement as modified by paragraph 1 hereof remain in full force and effect in accordance with Section 23(b) of the Pledge Agreement, notwithstanding the full payment of all Obligations and notwithstanding the discharge thereof.
3. The Bank agrees to return the full amount of the Cash Collateral to the following account of the Pledgor in immediately available funds on the date hereof:

ABA: 026002574 BARCLAYS PLC  
ACCT NAME: BARCLAYS BANK PLC NYBR  
ACCT #: 050019562  
ATTN: JOHN RODEFELD

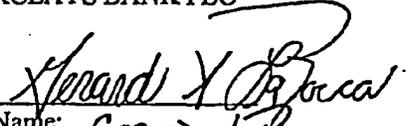
4. This Agreement shall be governed by and construed in accordance with the law of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first written above.

BARCLAYS BANK PLC

CITIBANK, N.A.

By

  
Name: GERARD LaPecq  
Title: Managing Director

By \_\_\_\_\_

Name:  
Title: