

## PAYING AGENCY AGREEMENT

relating to £250,000,000 3.250 per cent. Sustainability Bonds due 2032

Dated 14 July 2022

CHURCH COMMISSIONERS FOR ENGLAND

and

THE BANK OF NEW YORK MELLON, LONDON BRANCH

and

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED

## Table of Contents

Contents	Page
1 Definitions and Interpretation .....	1
2 Appointment .....	2
3 Authentication and Exchange of the Bonds .....	3
4 The Trustee .....	3
5 Payment .....	4
6 Repayment .....	5
7 Early Redemption.....	6
8 Cancellation, Destruction and Records .....	6
9 Replacement Bonds and Coupons.....	7
10 Notices .....	8
11 Documents and Forms .....	8
12 Indemnity .....	8
13 General .....	10
14 Changes in Paying Agents .....	14
15 Commissions, Fees and Expenses .....	15
16 Sanctions .....	16
17 Communications .....	16
18 Governing Law and Jurisdiction .....	17
Schedule 1 Obligations regarding Bonds while in Global Form .....	19

This Agreement is made on 14 July 2022

between:

- (1) **CHURCH COMMISSIONERS FOR ENGLAND** (the “**Issuer**”);
- (2) **THE BANK OF NEW YORK MELLON, LONDON BRANCH** as principal paying agent (the “**Principal Paying Agent**” and together with any successor paying agents appointed from time to time, the “**Paying Agents**”); and
- (3) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** (the “**Trustee**”, which expression includes any other trustee for the time being of the Trust Deed referred to below).

Whereas:

- (A) The Issuer proposes to issue £250,000,000 principal amount of Bonds to be known as its 3.250 per cent. Sustainability Bonds due 2032 (the “**Bonds**”).
- (B) The definitive Bonds for which the Global Bond referred to below may be exchanged (subject to its provisions) will be in bearer form in the denominations of £100,000 and integral multiples of £1,000 in excess thereof (up to and including £199,000) each with Coupons attached.
- (C) The Bonds will be constituted by a Trust Deed (the “**Trust Deed**”) dated the date of this Agreement between the Issuer and the Trustee (as amended or supplemented from time to time).
- (D) This is the Paying Agency Agreement defined in the Trust Deed.

## 1 Definitions and Interpretation

- 1.1 Terms defined in the Trust Deed have the same meanings in this Agreement except where otherwise defined in this Agreement.

In addition:

“**Business Day**” means a day on which commercial banks and foreign exchange markets are open in London;

“**Common Service Provider**” means the common service provider for Euroclear and Clearstream, Luxembourg appointed in respect of the Bonds;

“**Electronic Means**” means the following communications methods: (i) non-secure methods of transmission or communication such as e-mail and facsimile transmission and (ii) secure electronic transmission containing applicable authorisation codes, passwords and/or authentication keys issued by the Paying Agents, or another method or system specified by the Paying Agents as available for use in connection with its services hereunder;

and

“**Tax**” means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Authority having power to tax.

- 1.2 In this Agreement, unless the contrary intention appears, a reference to:

- 1.2.1 an amendment includes a supplement, restatement or novation and amended is to be construed accordingly;

- 1.2.2 a person includes any individual, company, unincorporated association, government, state agency, international organisation or other entity;
  - 1.2.3 the records of Euroclear and Clearstream, Luxembourg shall be to the records that each of Euroclear and Clearstream, Luxembourg holds for its customers which reflect the amount of such customer's interest in the Bonds;
  - 1.2.4 a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted;
  - 1.2.5 a clause or Schedule is a reference to a clause of, or a schedule to, this Agreement;
  - 1.2.6 a person includes its successors and assigns;
  - 1.2.7 a document is a reference to that document as amended from time to time; and
  - 1.2.8 a time of day is a reference to London time.
- 1.3 The headings in this Agreement do not affect its interpretation.
- 1.4 All references in this Agreement to costs or charges or expenses shall include any value added tax or similar tax charged or chargeable in respect thereof.
- 1.5 All references in this Agreement to Bonds shall, unless the context otherwise requires, include any Global Bond representing the Bonds.
- 1.6 All references in this Agreement to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer, the Trustee and the Principal Paying Agent.
- 1.7 **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 2 **Appointment**

The Issuer appoints the Principal Paying Agent in respect of the Bonds in accordance with the Conditions at its specified offices referred to in the Bonds. The Principal Paying Agent accepts its appointment as agent of the Issuer and agrees to comply with the provisions of this Agreement. The Principal Paying Agent shall be obliged to perform only such duties as are specifically set out in this Agreement including those duties set out in Schedule 1 to this Agreement. Each Paying Agent shall perform the duties required of it by the Conditions. Each of the Paying Agents (other than the Principal Paying Agent) agrees that if any information required by the Principal Paying Agent to perform the duties set out in the Schedule becomes known to it, it will promptly provide such information to the Principal Paying Agent. The obligations of the Paying Agents are several and not joint.

The Issuer hereby authorises and instructs the Principal Paying Agent to elect a Common Safekeeper. The Issuer acknowledges that any such election is subject to the rights of Euroclear and Clearstream, Luxembourg and agrees that no liability shall attach to the Principal Paying Agent in respect of such election made by it. From time to time, the Issuer and the Principal Paying Agent may agree to vary this election.

### **3 Authentication and Exchange of the Bonds**

#### **3.1 The Temporary Global Bond and the Global Bond**

Immediately before issue, the Issuer shall deliver the duly executed Temporary Global Bond and Global Bond to the Principal Paying Agent. The Principal Paying Agent (or its agent on its behalf) shall (i) authenticate the Temporary Global Bond and the Global Bond and (ii) deliver the Temporary Global Bond and the Global Bond to the Common Safekeeper and give effectuation instructions in respect of the same and (iii) instruct Euroclear and Clearstream, Luxembourg to make the appropriate entries in their records to reflect the initial outstanding principal amount of the Bonds.

Where the Principal Paying Agent delivers any authenticated Temporary Global Bond and Global Bond to the Common Safekeeper for effectuation using electronic means, it is authorised and instructed to destroy the Temporary Global Bond and Global Bond retained by it following its receipt of confirmation from the Common Safekeeper that the relevant Temporary Global Bond and Global Bond have been effectuated.

#### **3.2 Exchange of Temporary Global Bond for Global Bond**

On and after the Exchange Date (as defined in the Temporary Global Bond), the Principal Paying Agent shall, on presentation to it or to its order of the Temporary Global Bond and the Global Bond, (i) procure the exchange of interests in the Temporary Global Bond for interests of an equal principal amount in the Global Bond subject to and in accordance with the Temporary Global Bond and (ii) instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such exchanges. On exchange in full of the Temporary Global Bond the Principal Paying Agent shall cancel it.

#### **3.3 Exchange of Global Bond**

**3.3.1** *Notification of request for definitive Bonds:* The Principal Paying Agent, on receiving notice in accordance with the terms of the Global Bond that its holder requires the exchange of the Global Bond, or an interest in it, for definitive Bonds, shall forthwith notify the Issuer of such request.

**3.3.2** *Authentication and exchange:* At least 14 days before the Exchange Date (as defined in the Global Bond), the Issuer will deliver or procure the delivery of definitive Bonds in an aggregate principal amount equal to the outstanding principal amount of the Global Bond to or to the order of the Principal Paying Agent. Such definitive Bonds shall have attached all Coupons in respect of interest which has not already been paid against presentation of the Global Bond. The Principal Paying Agent (or its agent on its behalf) shall (i) authenticate such definitive Bonds and shall make them and the Coupons available for exchange against the Global Bond in accordance with the Global Bond and (ii) instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such exchanges. On exchange in full of the Global Bond the Principal Paying Agent shall cancel it.

### **4 The Trustee**

#### **4.1 Paying Agents to act for Trustee**

The Paying Agents shall, on notice in writing by the Trustee made at any time after an Event of Default or a Potential Event of Default has occurred and until notified in writing by the Trustee to the contrary, so far as permitted by Applicable Law:

- 4.1.1 act as Paying Agents of the Trustee under the Trust Deed and the Bonds on the terms of this Agreement (with consequential amendments as necessary and except that the Trustee's liability under this Agreement for the indemnification, remuneration and expenses of the Paying Agents will be limited to the amounts for the time being held by the Trustee in respect of the Bonds on the terms of the Trust Deed and available for such purpose) and thereafter to hold all Bonds and Coupons and all moneys, documents and records held by them in respect of Bonds and Coupons to the order of the Trustee; or
- 4.1.2 deliver all Bonds and Coupons and all moneys, documents and records held by them in respect of the Bonds and Coupons to the Trustee or as the Trustee directs in such notice.

## **4.2 Notices of change of the Trustee**

The Issuer shall as soon as reasonably practicable notify the Principal Paying Agent of any change in the person or persons comprising the Trustee.

## **5 Payment**

### **5.1 Payment to Principal Paying Agent**

The Issuer will, by no later than 10.00 a.m. (London time) on the date on which any payment in respect of the Bonds becomes due, transfer to the Principal Paying Agent such amount as may be required for the purposes of such payment. In this Clause 5.1, the date on which a payment in respect of the Bonds becomes due means the first date on which the holder of a Bond or Coupon could claim the relevant payment by transfer to an account under the Conditions, but disregarding the necessity for it to be a business day in any particular place of presentation.

The Issuer shall ensure that no later than 10.00 a.m. (London time) on the second Business Day immediately preceding the date on which any payment is to be made to the Principal Paying Agent, the Principal Paying Agent shall receive a copy of an irrevocable payment instruction to or a payment confirmation from the paying bank of the Issuer.

### **5.2 Condition to payment by Paying Agents**

The Principal Paying Agent will forthwith notify by electronic communication each of the other Paying Agents, the Trustee and the Issuer if it has not by the time specified for its receipt received the amount or irrevocable payment instruction referred to in Clause 5.1. If the Principal Paying Agent subsequently receives confirmation of such receipt, it shall forthwith notify the Issuer, the Trustee and the other Paying Agents.

### **5.3 Payment by Paying Agents**

Unless they receive a notification from the Principal Paying Agent under Clause 5.2 (that it has not received payment and has not subsequently been notified that confirmation of such payment has been received) the Paying Agents will, subject to and in accordance with the Conditions, pay or cause to be paid on behalf of the Issuer on and after each due date therefor the amounts due in respect of the Bonds and Coupons and will be entitled to claim any amounts so paid from the Principal Paying Agent. If any payment provided for in Clause 5.1 is made late but otherwise in accordance with this Agreement the Paying Agents will nevertheless make such payments in respect of the Bonds and Coupons.

However, unless and until the full amount of any such payment has been received by the Principal Paying Agent in cleared funds, none of the Paying Agents will be obliged to make payments of principal or interest in respect of the Bonds until such time as the Principal Paying Agent has received the full amount of the respective payment under Clause 5.1.

#### **5.4 Reimbursement of Paying Agents**

Subject to it receiving the full payment due from the Issuer in cleared funds pursuant to Clause 5.1, the Principal Paying Agent will on demand promptly reimburse each Paying Agent for payments in respect of the Bonds and Coupons properly made by it in accordance with the Conditions and this Agreement.

#### **5.5 Late Payment**

If the Principal Paying Agent has not by the due date for any payment in respect of the Bonds received the full amount payable on such date but receives it later, it will forthwith give notice to the other Paying Agents, the Trustee and, if requested by the Trustee, the Bondholders that it has received such full amount.

#### **5.6 Method of payment to Principal Paying Agent**

All sums payable to the Principal Paying Agent hereunder will be paid in Pounds sterling and in immediately available or same day funds to such account with such bank in London as the Principal Paying Agent may from time to time notify to the Issuer.

#### **5.7 Moneys held by Principal Paying Agent**

The Principal Paying Agent may deal with moneys paid to it under this Agreement in the same manner as other moneys paid to it as a banker by its customers except that (1) it may not exercise any lien, right of set-off or similar claim in respect of them and (2) it shall not be liable to anyone for interest on any sums held by it under this Agreement.

#### **5.8 Partial Payments**

If on presentation of a Bond or Coupon only part of the amount payable in respect of it is paid (except as a result of a deduction of tax permitted by the Conditions), the Paying Agent to whom the Bond or Coupon is presented shall procure that such Bond or Coupon is enfaced with a memorandum of the amount paid and the date of payment.

#### **5.9 Shortfall**

If the Principal Paying Agent pays any amounts to the holders of Bonds or Coupons or to any other Paying Agent at a time when it has not received payment in full in respect of the relevant Bonds (the excess of the amounts so paid over the amounts so received being the “**Shortfall**”), the Issuer will, in addition to paying amounts due, pay to the Principal Paying Agent on demand interest (at a rate which represents the Principal Paying Agent’s cost of funding the Shortfall) on the Shortfall (or the unreimbursed portion thereof) until the receipt in full by the Principal Paying Agent of the Shortfall.

### **6 Repayment**

If claims in respect of any principal or interest become void under the Conditions, the Principal Paying Agent shall (subject to Clause 4.1) forthwith repay to the Issuer the amount which would have been due if presentations for payment had been made before such claims became void. The Principal Paying Agent shall not however be otherwise required or entitled to repay any sums received by it under this Agreement.

## **7 Early Redemption**

If the Issuer intends to redeem all or any of the Bonds under Condition 5(c) before their stated maturity date it shall, at least 5 days before the latest date for the publication of the notice of redemption required to be given to Bondholders, give notice of its intention to the Principal Paying Agent and the Trustee stating the date on which such Bonds are to be redeemed and the principal amount of Bonds to be redeemed.

### **7.1 Drawings**

If some only of the Bonds are to be redeemed on such date the Principal Paying Agent shall make any drawing which is required in accordance with Condition 5(d) but shall give the Issuer and the Trustee reasonable notice of the time and place proposed for the drawing. The Issuer and the Trustee may send representatives to attend such drawing.

### **7.2 Redemption Notice**

The Principal Paying Agent shall (at the Issuer's expense and having been provided with the form of such notice from the Issuer) publish the notice required in connection with such redemption and shall at the same time also publish a separate list of the certificate numbers of any Bonds previously drawn and not presented for payment. Such notice shall specify the date fixed for redemption, the redemption price, the manner in which redemption will be effected and, in the case of a partial redemption, the certificate numbers of the Bonds drawn for redemption and the aggregate principal amount of the Bonds which will be outstanding after the partial redemption.

### **7.3 Clearing System Records**

The Principal Paying Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records in respect of all Bonds redeemed by the Issuer to reflect such redemptions.

## **8 Cancellation, Destruction and Records**

### **8.1 Cancellation by Paying Agents**

All Bonds which are redeemed (together with such unmatured Coupons as are attached to or are surrendered with them at the time of such redemption), and all Coupons which are paid, shall be cancelled forthwith by the Paying Agent by or through which they are redeemed or paid. Such Paying Agent shall send to the Principal Paying Agent the details required by the Principal Paying Agent for the purposes of this Clause and the cancelled Bonds and Coupons.

### **8.2 Cancellation by Issuer**

If the Issuer or any party acting on its behalf purchases any Bonds or Coupons, the Issuer shall promptly notify in writing the Principal Paying Agent of the principal amount of those Bonds it has purchased and may cancel them or procure their cancellation and send them (if in definitive form) to the Principal Paying Agent.

### **8.3 Certification of Payment Details**

The Principal Paying Agent shall (i) instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect all cancellations of Bonds represented by a Global Bond in accordance with Clause 8.5 below and (ii) upon request after the date of



any such redemption or payment send to the Issuer and the Trustee a certificate stating (1) the aggregate principal amount of Bonds which have been redeemed and cancelled and the aggregate amount paid in respect of Coupons which have been paid and cancelled or in respect of interest paid on the Temporary Global Bond and the Global Bond, (2) the certificate numbers of such Bonds, (3) the total numbers by maturity date of such Coupons and (4) the total number and the maturity dates of unmatured Coupons not surrendered with Bonds redeemed, in each case distinguishing between Bonds and Coupons of different denominations.

#### **8.4 Destruction**

Unless otherwise instructed by the Issuer, the Principal Paying Agent shall destroy the cancelled Bonds and Coupons in its possession and upon request send the Issuer and the Trustee a certificate giving the certificate numbers of such Bonds in numerical sequence, the total numbers by maturity date and the aggregate amount paid in respect of such Coupons and particulars of the Coupons attached to or surrendered with such Bonds in each case distinguishing between Bonds and Coupons of different denominations.

#### **8.5 Records**

The Principal Paying Agent shall keep a record of the payment, redemption, replacement, cancellation and destruction of all Bonds and Coupons (but need not record the certificate numbers of Coupons). It shall make such record available at all reasonable times to the Issuer and the Trustee.

#### **8.6 Information from Issuer**

The Principal Paying Agent shall only be required to comply with its obligations under this Clause 8 in respect of Bonds surrendered for cancellation following a purchase of the same by the Issuer or any party acting on behalf of the Issuer to the extent that it has been informed by the Issuer of such purchases in accordance with Clause 8.2 above.

### **9 Replacement Bonds and Coupons**

#### **9.1 Stocks of Bonds and Coupons**

The Issuer shall, if definitive Bonds are issued cause a sufficient quantity of additional forms of Bonds and Coupons to be made available, upon request, to the Principal Paying Agent (in such capacity the "**Replacement Agent**") for the purpose of issuing replacement Bonds and Coupons.

#### **9.2 Replacement**

The Replacement Agent shall issue replacement Bonds and Coupons in accordance with the Conditions.

#### **9.3 Coupons on replacement Bonds**

In the case of a mutilated or defaced Bond, the Replacement Agent shall ensure that (unless such indemnity as the Issuer may require is given) any replacement Bond only has attached to it Coupons corresponding to those attached to the Bond which it replaces.

#### **9.4 Cancellation**

The Replacement Agent shall cancel and, unless otherwise instructed by the Issuer, destroy any mutilated or defaced Bonds or Coupons replaced by it and shall upon request send the

Issuer, the Principal Paying Agent and the Trustee a certificate giving the information specified in Clause 8.4.

## **9.5 Notification**

The Replacement Agent shall, on issuing a replacement Bond or Coupon, forthwith inform the other Paying Agents of the certificate numbers of the replacement Bond or Coupon and of the Bond or Coupon which it replaces.

## **9.6 Presentation of replaced Bond or Coupon**

If a Bond or Coupon which has been replaced is presented to a Paying Agent for payment, that Paying Agent shall forthwith inform the Principal Paying Agent, which shall inform the Issuer.

## **10 Notices**

### **10.1 Publication**

At the request and expense of the Issuer and subject to its receipt of the form of all such notices from the Issuer, the Principal Paying Agent shall arrange for the publication of all notices to Bondholders. Notices to Bondholders shall be published in accordance with the Conditions having previously, unless the Trustee otherwise directs, been approved by the Trustee.

### **10.2 Copies to the Trustee**

The Principal Paying Agent shall promptly send to the Trustee a copy of the form of every notice to be given to Bondholders for approval and a copy of every notice to Bondholders once published.

## **11 Documents and Forms**

The Issuer shall send to the Paying Agents:

11.1.1 specimen Bonds (but only if definitive Bonds are issued);

11.1.2 sufficient copies of all documents entered into in connection with the Bonds, the listing particulars relating to the Bonds or required by any stock exchange on which the Bonds are listed from time to time to be made available by the Paying Agents for issue or inspection (and the Paying Agents shall make them so available to Bondholders); and

11.1.3 as required, forms of voting certificates and block voting instructions, together with instructions as to how to complete, deal with and record the issue of such forms (and the Paying Agents shall make such documents available to Bondholders and perform their other functions as set out in Schedule 3 of the Trust Deed).

## **12 Indemnity**

### **12.1 By Issuer**

The Issuer will indemnify each Paying Agent, on an after tax basis, against any loss, liability, cost, claim, action, demand or expense (including, but not limited to, all properly incurred costs, legal fees, charges and expenses paid or properly incurred in disputing or defending any of the foregoing but excluding any tax on the Paying Agent's net income profits or gains)

which it may properly incur or which may be made against it arising directly out of or in relation to or in connection with its appointment or the exercise of its functions under this Agreement, except such as may result from its wilful default, negligence or fraud.

## **12.2 By Paying Agents**

Each Paying Agent shall indemnify the Issuer, on an after-tax basis, against any loss, liability, cost, claim, action, demand or expense (including, but not limited to, all reasonable costs, legal fees, charges and expenses paid or properly incurred in disputing or defending any of the foregoing) which the Issuer may properly incur or which may be made against it as a result of such Paying Agent's wilful default, negligence or fraud. For the avoidance of doubt each Paying Agent's liability under this Clause 12.2 shall be limited in the manner set out in Clauses 12.4, 12.5 and 12.6.

## **12.3 Survival**

The indemnities in this Clause 12 shall survive the termination and expiry of this Agreement and the resignation or removal of a Paying Agent.

## **12.4 Limitation on Liability**

Each Paying Agent will only be liable to the Issuer for losses, liabilities, costs, expenses and demands arising directly from the performance of its obligations under this Agreement suffered by or occasioned to the Issuer (the "**Liabilities**") to the extent that the Paying Agent has been grossly negligent, fraudulent or in wilful default in respect of its obligations under this Agreement. A Paying Agent shall not otherwise be liable or responsible for any Liabilities or inconvenience which may result from anything done or omitted to be done by it in connection with this Agreement. For the avoidance of doubt the failure of a Paying Agent to make a claim for payment of interest and principal on the Issuer, or to inform any clearing system of a failure on the part of the Issuer to meet any such claim or to make a payment by the stipulated date, shall not be deemed to constitute negligence, fraud or wilful default on the part of the Paying Agent.

Liabilities arising under this Clause 12.4 shall be limited to the amount of the Issuer's actual loss. Such actual loss shall be determined (i) as at the date of default of the relevant Paying Agent or, if later, the date on which the loss arises as a result of such default and (ii) without reference to any special conditions or circumstances known to such Paying Agent at the time of entering into the Agreement, or at the time of accepting any relevant instructions, which increase the amount of the loss.

## **12.5 Paying Agents not liable for consequential loss**

In no event shall any Paying Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive or consequential damages, whether or not such Paying Agent has been advised of the possibility of such loss or damages.

## **12.6 Force Majeure**

Notwithstanding anything in this Agreement to the contrary, the Paying Agents shall not be responsible or liable for any delay or failure to perform under this Agreement or for any losses resulting, in whole or in part, from or caused by any event beyond the reasonable control of the Paying Agents including without limitation: strikes, work stoppages, acts of war, epidemic, terrorism, acts of God, governmental actions, exchange or currency controls or restrictions, devaluations or fluctuations, interruption, loss or malfunction of utilities,

communications or any computer (software or hardware) services, the application of any law or regulation in effect now or in the future, or any event in the country in which the relevant duties under this Agreement are performed, (including, but not limited to, nationalisation, expropriation or other governmental actions, regulation of the banking or securities industry, sanctions imposed at national or international level or market conditions) which may affect, limit, prohibit or prevent the performance in full or in part of such duties until such time as such law, regulation or event shall no longer affect, limit, prohibit or prevent such performance (in full or in part) and in no event shall the Agents be obliged to substitute another currency for a currency whose transferability, convertibility or availability has been affected, limited, prohibited or prevented by such law, regulation or event.

## **13 General**

### **13.1 No agency or trust**

In acting under this Agreement the Paying Agents shall act solely as agents of the Issuer and (in the circumstances described in Clause 4 only) the Trustee and shall have no fiduciary duty, obligation towards or relationship of agency or trust with any Bondholder or Couponholder or any other third party. Each Paying Agent shall be obliged to perform such duties and only such duties as are expressly set out in this Agreement and no implied duties or obligations of any kind (including without limitation duties or obligations of a fiduciary or equitable nature) shall be read into this Agreement against such Paying Agent.

### **13.2 Holder to be treated as owner**

Except as otherwise required by law, each Paying Agent will treat the holder of a Bond or Coupon as its absolute owner for all purposes as provided in the Conditions and will not be liable for doing so.

### **13.3 No lien**

No Paying Agent shall exercise any lien, right of set-off or similar claim against any Bondholder or Couponholder in respect of moneys payable by it under this Agreement.

### **13.4 Taking advice**

Each Paying Agent may consult with legal and other professional advisers selected by it, who may be an employee of or adviser to the Issuer, and it shall not be liable in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with that adviser's opinion.

### **13.5 Reliance on documents**

Each Paying Agent shall be protected and shall incur no liability for or in respect of any action taken, omitted or suffered in reliance upon any telephone, facsimile, e-mail communication, instruction or document which it reasonably believes to be genuine and is from a person purporting to be (and whom such Paying Agent believes in good faith to be) the authorised representative of the Issuer, as sufficient instructions and authority of the Issuer for the Paying Agent to act.

### **13.6 Other relationships**

Any Paying Agent, its officers, directors and employees and any other person, whether or not acting for itself, may acquire, hold or dispose of any Bond, Coupon or other security (or any interest therein) of the Issuer or any other person, may enter into or be interested in any

contract or transaction with any such person and may act on, or as depositary, trustee or agent for, any committee or body of holders of securities of any such person in each case with the same rights as it would have had if that Paying Agent were not a Paying Agent and need not account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

### **13.7 No obligation under listing rules etc**

Nothing in this Agreement shall require any Paying Agent to assume an obligation of the Issuer arising under any provision of the listing, prospectus, disclosure or transparency rules (or equivalent rules of any other competent authority besides the Financial Conduct Authority (the "FCA") or the Prudential Regulation Authority (the "PRA")).

### **13.8 Compliance with law**

Notwithstanding anything else herein contained, each Paying Agent may refrain, without liability, from doing anything that would or might in its opinion be contrary to any law of any state or jurisdiction (including but not limited to the United States of America or any jurisdiction forming a part of it and England and Wales) or any directive or regulation of any agency of any such state or jurisdiction and may, without liability, do anything which is, in its opinion, necessary to comply with any such law, directive or regulation..

### **13.9 Freedom to Transact**

Any of the Paying Agents, its officers, directors and employees may become the owner of, and/or acquire any interest in, any Bonds or Coupons with the same rights that it or he would have had if such Paying Agent were not appointed under this Agreement, and may engage or be interested in any financial or other transaction with the Issuer, and may act on, or as depositary, trustee or agent for, any committee or body of holders of Bonds or Coupons or other obligations of the Issuer, as freely as if such Paying Agent were not appointed under the Agreement without regard to the interests of the Issuer and shall be entitled to retain and shall not in any way be liable to account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

### **13.10 Agents entitled to assume performance**

No Paying Agent shall have any responsibility to take any action or to do anything to find out if an Event of Default or Potential Event of Default, has occurred and until it receives express notice in writing to the contrary, each Paying Agent may assume that no such event has occurred and that the Issuer is performing its respective obligations under the Conditions, the Trust Deed and this Agreement and shall have no liability to any party for the occurrence of any such event.

### **13.11 Information**

So far as permitted by Applicable Law, each party shall provide promptly on request to any Paying Agent such information as it shall require for the purpose of the discharge or exercise of its duties herein.

### **13.12 Notice of Possible Withholding under FATCA**

The Issuer shall notify each Agent in the event that it determines that any payment to be made by a Paying Agent under the Bonds is a payment which could be subject to FATCA

Withholding if such payment were made to a recipient that is generally unable to receive payments free from FATCA Withholding, and the extent to which the relevant payment is so treated, provided, however, that the Issuer's obligation under this Clause 13.12 shall apply only to the extent that such payments are so treated by virtue of characteristics of the Issuer, the Bonds, or both.

### **13.13 Deduction or withholding for tax**

Notwithstanding any other provision of this Agreement, any Paying Agent shall be entitled to make a deduction or withholding from any payment which it makes under this Agreement for or on account of any Tax, if and to the extent so required by Applicable Law, in which event the Paying Agent shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so withheld or deducted or, at its option, shall reasonably promptly after making such payment return to the Issuer the amount so deducted or withheld, in which case, the Issuer shall so account to the relevant Authority for such amount. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this Clause 13.13.

If the Issuer or any Paying Agent is, in respect of any payment in respect of the Bonds, required to withhold or deduct any amount for or on account of any taxes, duties, assessments or governmental charges, the Issuer shall give written notice of that fact to the relevant Paying Agent as soon as the Issuer becomes aware of the requirement to make the withholding or deduction and shall give to the relevant Paying Agent such information as the Paying Agent shall require to enable it to assess and comply with the requirement. Until such time, the Issuer confirms that all payments made by or on behalf of the Issuer shall be made free and clear of and without withholding or deduction of any such amounts.

### **13.14 Issuer Right to Redirect**

In the event that the Issuer determines in its sole discretion that any deduction or withholding for or on account of any Tax will be required by Applicable Law in connection with any payment due to any of the Paying Agents on any Notes, then the Issuer will be entitled to redirect or reorganise any such payment in any way that it sees fit in order that the payment may be made without such deduction or withholding provided that, any such redirected or reorganised payment is made through a recognised institution of international standing and otherwise made in accordance with this Agreement and the Trust Deed. The Issuer will promptly notify the Paying Agents and the Trustee of any such redirection or reorganisation. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this Clause 13.14.

### **13.15 Indemnity for withholding or deduction**

All payments to the Paying Agents are to be made without set-off, counterclaim, deduction or withholding unless compelled by law in which event the Issuer will pay such additional amounts as will result in the receipt by the Paying Agents of the amounts which would otherwise have been payable by the Issuer to the Paying Agents under this Clause in the absence of any such set-off, counterclaim, deduction or withholding. Notwithstanding any other provision of this Agreement, the Issuer shall indemnify each Paying Agent against any liability or loss howsoever incurred in connection with the Issuer's obligation to withhold or deduct an amount on account of tax in respect of the Bonds, provided that such indemnity shall not apply to the extent that the Issuer's obligation to withhold or deduct is as a result of the Paying Agent's negligence, wilful default or fraud.

### **13.16 FCA and PRA**

The Principal Paying Agent is authorised by the PRA and regulated by the FCA and the PRA. Nothing in this Agreement shall require the Principal Paying Agent to carry on an activity of the kind specified by any provision of Part II (other than Article 5 (accepting deposits)) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, or to lend money to the Issuer.

### **13.17 Responsibility for legality**

No Paying Agent shall be responsible to anyone with respect to the legality of this Agreement or the validity or legality of the Bonds or Coupons.

### **13.18 No duty for performance of Conditions**

In the case of any default by the Issuer, no Paying Agent shall have any duty or responsibility in the performance of the Issuer's obligations under the Conditions.

### **13.19 Obligation to take action**

No Paying Agent shall be under any obligation to take any action under this Agreement which it expects will result in any expense or liability accruing to it, the payment of which within a reasonable time is not, in its opinion, assured to it.

### **13.20 FATCA Information**

The Issuer agrees to provide to the Principal Paying Agent, and consents to the collection and processing by the Principal Paying Agent of, any authorisations, waivers, forms, documentation and other information, relating to its status (or the status of its direct or indirect owners) or otherwise required to be reported, under Applicable Law ("**FATCA Information**"). The Issuer further consents to the disclosure, transfer and reporting of such FATCA Information to any relevant government or taxing authority, any member of the Principal Paying Agent's group, any sub-contractors, agents, service providers or associates of the Principal Paying Agent's group, and any person making payments to the Principal Paying Agent or a member of the Principal Paying Agent's group, including transfers to jurisdictions which do not have strict data protection or similar laws, to the extent that the Principal Paying Agent reasonably determines that such disclosure, transfer or reporting is necessary to enable the Principal Paying Agent to comply with Applicable Law and provided that the Principal Paying Agent ensures that each recipient to whom it provides such information is aware that such information is confidential and should be treated accordingly. The Issuer agrees to inform the Principal Paying Agent promptly, and in any event, within 30 days in writing if there are any changes to the FATCA Information supplied to the Principal Paying Agent from time to time

Each party shall, within ten business days of a written request by another party, supply to that other party such forms, documentation and other information relating to it, its operations, or the Bonds as that other party reasonably requests for the purposes of that other party's compliance with Applicable Law and shall notify the relevant other party reasonably promptly in the event that it becomes aware that any of the forms, documentation or other information provided by such party is (or becomes) inaccurate in any material respect; provided, however, that no party shall be required to provide any forms, documentation or other information pursuant to this Clause 13.20 to the extent that: (i) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such party and cannot be obtained by such

party using reasonable efforts; or (ii) doing so would or might in the reasonable opinion of such party constitute a breach of any: (a) Applicable Law; (b) fiduciary duty; or (c) duty of confidentiality.

For the avoidance of doubt, the Issuer will not be required to provide any personal data in its possession pursuant to this Clause 13.20.

## **14 Changes in Paying Agents**

### **14.1 Appointment and Termination**

The Issuer may with the prior approval of the Trustee (not to be unreasonably withheld) at any time appoint additional Paying Agents and/or vary or terminate the appointment of any Paying Agent by giving to the Principal Paying Agent and the Paying Agent concerned at least 30 days' notice to that effect, which notice shall expire at least 20 days before or after any due date for payment of any Bonds or Coupons.

### **14.2 Resignation**

Any Paying Agent may resign its appointment at any time without liability and without giving a reason therefor by giving the Issuer, the Trustee and (if the Paying Agent is not the Principal Paying Agent) the Principal Paying Agent at least 30 days' notice to that effect, which notice shall expire at least 30 days before or after any due date for payment of any Bonds or Coupons.

### **14.3 Condition to Resignation or Termination**

No resignation or (subject to Clause 14.5) termination of the appointment of the Principal Paying Agent shall, however, take effect until a new Principal Paying Agent (which shall be a bank or trust company) has been appointed and no resignation or termination of the appointment of a Paying Agent shall take effect if there would not then be Paying Agents as required by the Conditions. The Issuer agrees with each Paying Agent that if, by the day falling 10 days before the expiry of any notice, the Issuer has not appointed a successor Paying Agent, then the Paying Agent shall be entitled, on behalf of the Issuer, to appoint in its place as a successor Paying Agent, any reputable financial institution of good standing which the Issuer shall approve.

### **14.4 Change of Office**

If a Paying Agent changes the address of its specified office in a city it shall give the Issuer, the Trustee and the Principal Paying Agent at least 60 days' notice of the change, giving the new address and the date on which the change takes effect.

### **14.5 Automatic Termination**

The appointment of the Principal Paying Agent shall forthwith terminate if the Principal Paying Agent becomes incapable of acting, is adjudged bankrupt or insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of its creditors, consents to the appointment of a receiver, administrator or other similar official of all or any part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof, or if a resolution is passed or an order made for the winding up or dissolution of the Principal Paying Agent, a receiver, administrator or other similar official of the Principal Paying Agent or all or any part of its property is appointed, a court order is entered approving a petition filed by or against it under applicable bankruptcy or insolvency law or a public officer takes charge or control of the Principal Paying Agent or its property or



affairs for the purpose of rehabilitation, conservation or liquidation or any event occurs which has analogous effect to any of the foregoing.

#### **14.6 Delivery of records**

If the Principal Paying Agent resigns or its appointment is terminated, it shall on the date the resignation or termination takes effect pay to the new Principal Paying Agent any amount held by it for payment of the Bonds or Coupons and deliver to the new Principal Paying Agent the records kept by it and all Bonds and Coupons held by it pursuant to this Agreement.

#### **14.7 Successor Corporations**

A corporation into which a Paying Agent or the Trustee is merged or converted or with which it is consolidated or which results from a merger, conversion or consolidation to which it is a party, or any corporation to which a Paying Agent or the Trustee shall sell or otherwise transfer all or substantially all of its assets shall, on the date when the merger, conversion, consolidation or transfer becomes effective, to the extent permitted by Applicable Law, be a successor Paying Agent or the Trustee, as the case may be under this Agreement without the execution or filing of any paper or any further act or formality on the part of the parties to this Agreement, unless otherwise required by the Issuer, and after the said effective date all references in this Agreement to such Paying Agent or the Trustee, as the case may be, shall be deemed to be references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer shall immediately be given to the Issuer by the relevant Paying Agent or the Trustee, as the case may be.

#### **14.8 Notices**

The Principal Paying Agent under instruction from the Issuer shall give Bondholders and the Trustee at least 30 days' notice of any proposed appointment, termination, resignation or change under Clauses 14.1 to 14.4 of which it is aware, and, as soon as practicable, notice of any succession under Clause 14.7 of which it is aware. The Issuer shall promptly give Bondholders and the Trustee notice of any termination under Clause 14.5 of which it is aware.

### **15 Commissions, Fees and Expenses**

#### **15.1 Fees**

The Issuer will pay to the Principal Paying Agent the commissions, fees and expenses in respect of the Paying Agents' services as are separately agreed with the Principal Paying Agent and the Issuer need not concern itself with their apportionment between the Paying Agents. The Issuer shall also pay to the Principal Paying Agent an amount equal to any value added tax which may be payable in respect of the fees and commissions.

#### **15.2 Costs**

The Issuer, will also pay on demand all properly incurred out-of-pocket expenses (including legal, advertising, and postage expenses) incurred by the Paying Agents in connection with their services hereunder or the execution, delivery, performance and enforcement of the Agreement by the Paying Agents, together with any applicable value added tax and stamp, issue, documentary or other taxes, duties, assessments or government charges (including any interest and penalties thereon or in connection therewith).

#### **15.3 Obligations Separate**

The fees, commissions and expenses payable to the Principal Paying Agent for services rendered and the performance of its obligations under this Agreement shall not be abated by any remuneration or other amounts or profits receivable by the Principal Paying Agent (or to its knowledge by any of its associates) in connection with any transaction effected by the Principal Paying Agent with or for the Issuer.

## **16 Sanctions**

The Issuer covenants and represents that none of the Issuer, any of its subsidiaries or affiliates, nor, to the knowledge of the Issuer, any of its directors, officers or employees, or any of their agents or representatives (or the equivalent in respect of any of its subsidiaries or affiliates) is owned or controlled by, a person that is currently subject to any sanctions administered or enforced by the United States Government, including, without limitation, by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or any sanctions or measures imposed by the United Nations Security Council, the European Union (or any of its member states) or the UK (collectively, the “**Sanctions**”); nor is the Issuer located, organised, resident or operating in a country or territory that is the subject of Sanctions.

The Issuer will not:

- 16.1.1 directly or indirectly use the proceeds of the offering of the Bonds for any purpose which would violate, when and as applicable, U.S., European Union, United Nations or UK economic sanctions, the U.S. Foreign Corrupt Practices Act of 1977 or the UK Bribery Act 2010; or
- 16.1.2 directly or indirectly use the proceeds of the offering of the Bonds, or lend, invest, contribute or otherwise make available all or part of such proceeds to any subsidiary, affiliate, joint venture partner or other person, for the purpose of financing or facilitating the activities of or business with any person that, at the time of such funding or facilitation, is subject to any Sanctions or operating in any country or territory that is the subject of Sanctions where such operations are in violation of such Sanctions or in any other manner that would result in a violation of such Sanctions.

## **17 Communications**

### **17.1 Notices**

Any communication shall be by letter, fax or electronic communication:

in the case of the Issuer, to it at:

#### **Church Commissioners for England**

Church House  
Great Smith Street  
London SW1P 3AZ

Email: [ccinvestmentlegal@churchofengland.org](mailto:ccinvestmentlegal@churchofengland.org)

Attention: Chief Operating Officer and Head of Investment Legal

in the case of the Trustee, to it at:

#### **BNY Mellon Corporate Trustee Services Limited**

One Canada Square  
London E14 5AL  
United Kingdom

Email: corpsov1@bnymellon.com

Fax: +44 (0)1202 689849

and, in the case of any of the Paying Agents, to the care of:

**The Bank of New York Mellon, London Branch**

One Canada Square  
London E14 5AL  
United Kingdom

Email: corpsov1@bnymellon.com

Fax: +44 (0)1202 689849

or any other address of which written notice has been given to the parties in accordance with this Clause 16. Such communications will take effect, in the case of a letter, when delivered, in the case of a fax, when the relevant delivery receipt is received by the sender or, in the case of an electronic communication, when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending, **provided that** no delivery failure notification is received by the sender within 24 hours of sending such communication; **provided that** any communication which is received (or deemed to take effect in accordance with the foregoing) after 4:00 p.m. or on a non-business day in the place of receipt shall be deemed to take effect at 10:00 a.m. on the next following business day in such place. Any communication delivered to any party under this Agreement which is to be sent by fax or electronic communication will be written legal evidence.

The Paying Agents shall not be liable in any event for losses arising from the Paying Agents receiving or transmitting any data to the Issuer or acting upon any notice, instruction or other communications via any Electronic Means. The Paying Agents have no duty or obligation to verify or confirm that the person who sent such instructions or directions is, in fact, a person authorised to give instructions or directions on behalf of the Issuer. The Issuer and the Paying Agents agree that the security procedures, if any, to be followed in connection with a transmission of any such notice, instructions or other communications, provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

**17.2 Notices through Principal Paying Agent**

All communications relating to this Agreement between (1) the Issuer and the Trustee and (2) any of the Paying Agents or between the Paying Agents themselves shall be made (except where otherwise expressly provided) through the Principal Paying Agent.

**18 Governing Law and Jurisdiction**

**18.1 Governing Law**

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

## **18.2 Jurisdiction**

The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with this Agreement and each party submits to the exclusive jurisdiction of the English courts.

## **18.3 Appropriate Forum**

For the purposes of this Clause 18, the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any dispute arising out of or in connection with this Agreement.

## **Schedule 1**

### **Obligations regarding Bonds while in Global Form**

As long as the Bonds are in global form, the Principal Paying Agent will comply with the following provisions:

- (a) The Principal Paying Agent will inform each of Euroclear and Clearstream, Luxembourg through the Common Service Provider of the initial issue outstanding amount for the Bonds on the date of issue.
- (b) If any event occurs that requires a mark up or mark down of the records which either Euroclear or Clearstream, Luxembourg holds for its customers to reflect such customers' interest in the Bonds, the Principal Paying Agent will (to the extent known to it) promptly provide details of the amount of such mark up or mark down, together with a description of the event that requires it, to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) to ensure that the issue outstanding amount of the Bonds remains accurate at all times.
- (c) The Principal Paying Agent will regularly reconcile its record of the issued outstanding amount of the Bonds with information received from Euroclear and Clearstream, Luxembourg (through the Common Service Provider) with respect to the issued outstanding amount maintained by Euroclear and Clearstream, Luxembourg for the Bonds and will promptly inform Euroclear and Clearstream, Luxembourg (through the Common Service Provider) of any discrepancies.
- (d) The Principal Paying Agent will promptly assist Euroclear and Clearstream, Luxembourg (through the Common Service Provider) in resolving any discrepancy identified in the issued outstanding amount of the Bonds.
- (e) The Principal Paying Agent will promptly provide to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) details of all amounts paid by it under the Bonds (or, where the Bonds provide for delivery of assets other than cash, of the assets so delivered).
- (f) The Principal Paying Agent will (to the extent known to it) promptly provide to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) notice of any changes to the Bonds that will affect the amount of, or date for, any payment due under the Bonds.
- (g) The Principal Paying Agent will (to the extent known to it) promptly provide to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) copies of all information that is given to the holders of the Bonds.
- (h) The Principal Paying Agent will promptly pass on to the Issuer all communications it receives from Euroclear and Clearstream, Luxembourg directly or through the Common Service Provider relating to the Bonds.
- (i) The Principal Paying Agent will (to the extent known to it) promptly notify Euroclear and Clearstream, Luxembourg (through the Common Service Provider) of any failure by the Issuer to make any payment due under the Bonds when due.

This Agreement has been entered into on the date stated at the beginning.

**CHURCH COMMISSIONERS FOR ENGLAND**

By: 

By: 

**THE BANK OF NEW YORK MELLON, LONDON BRANCH**

By:

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**

By:

This Agreement has been entered into on the date stated at the beginning.

**CHURCH COMMISSIONERS FOR ENGLAND**

By:

By:

**THE BANK OF NEW YORK MELLON, LONDON BRANCH**

By:



Ricardo Da Rocha  
Authorised Signatory

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**

By:



Ricardo Da Rocha  
Authorised Signatory