



Registration of a Charge

Company Name: **CANARY WHARF FINANCE II PLC**

Company Number: **03929593**



Received for filing in Electronic Format on the: **16/08/2021**

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Details of Charge

Date of creation: **28/07/2021**

Charge code: **0392 9593 0024**

Persons entitled: **DEUTSCHE TRUSTEE COMPANY LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3929593

Charge code: 0392 9593 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th July 2021 and created by CANARY WHARF FINANCE II PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th August 2021 .

Given at Companies House, Cardiff on 17th August 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

28 JULY 2021

CANARY WHARF FINANCE II PLC
(AS ISSUER)

DEUTSCHE TRUSTEE COMPANY LIMITED
(AS TRUSTEE)

CANARY WHARF LIMITED
(AS CASH MANAGER)

DEUTSCHE BANK AG, LONDON BRANCH
(AS PRINCIPAL PAYING AGENT, AGENT BANK AND PAYING AGENT)

LLOYDS BANK CORPORATE MARKETS PLC
(AS LIQUIDITY FACILITY PROVIDER AND AS LIQUIDITY FACILITY AGENT)

CW LENDING II LIMITED
(AS BORROWER)

CITIBANK, N.A., LONDON BRANCH
(AS CLASS A7 SWAP PROVIDER AND CLASS D2 SWAP PROVIDER)

HSBC BANK PLC
(AS CLASS B3 SWAP PROVIDER AND CLASS C2 SWAP PROVIDER)

AND

THE BANK OF NEW YORK MELLON, LONDON BRANCH
(AS ACCOUNT BANK)

TWENTIETH SUPPLEMENTAL ISSUER DEED OF
CHARGE AND ASSIGNMENT

CONTENTS

Clause	Page
1. Definitions	6
2. The Issuer's Covenants to Pay	7
3. Security	10
4. Incorporation of Original Issuer Deed of Charge, First Supplemental Issuer Deed of Charge, Second Supplemental Issuer Deed of Charge, Third Supplemental Issuer Deed of Charge, Fourth Supplemental Issuer Deed of Charge, Fifth Supplemental Issuer Deed of Charge, Sixth Supplemental Issuer Deed of Charge, Seventh Supplemental Issuer Deed of Charge, Eighth Supplemental Issuer Deed of Charge, Ninth Supplemental Issuer Deed of Charge, Tenth Supplemental Issuer Deed of Charge, Eleventh Supplemental Issuer Deed of Charge, Twelfth Supplemental Issuer Deed of Charge, Thirteenth Supplemental Issuer Deed of Charge, Fourteenth Supplemental Issuer Deed of Charge, Fifteenth Supplemental Issuer Deed of Charge, Sixteenth Supplemental Issuer Deed of Charge, Seventeenth Supplemental Issuer Deed of Charge, Eighteenth Supplemental Issuer Deed of Charge and Nineteenth Supplemental Issuer Deed of Charge	11
5. Upon Enforcement	15
6. Continuing and Additional Security	20
7. Power of Attorney	21
8. Notices	21
9. Rights of Third Parties	21
10. Counterparts	21
11. Choice of Law	21
Schedule 1 Form of Power of Attorney from the Issuer to the Trustee	23

**THIS TWENTIETH SUPPLEMENTAL ISSUER DEED OF CHARGE
AND ASSIGNMENT** is made on 28 July 2021

BETWEEN:

- (1) **CANARY WHARF FINANCE II plc** whose registered office is at One Canada Square, Canary Wharf, London, E14 5AB (the "**Issuer**");
- (2) **DEUTSCHE TRUSTEE COMPANY LIMITED** whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB (the "**Trustee**" which expression includes such company and all other persons or companies for the time being acting under the Trust Deed or under this Deed in the capacity of trustee or trustees);
- (3) **CANARY WHARF LIMITED** whose registered office is at One Canada Square, Canary Wharf, London E14 5AB (the "**Cash Manager**");
- (4) **DEUTSCHE BANK AG, LONDON BRANCH** at Winchester House, 1 Great Winchester Street, London EC2N 2DB (in its several capacities as the "**Principal Paying Agent**", the "**Agent Bank**" and together with any Paying Agent, appointed pursuant to the Agency Agreement, the "**Paying Agents**");
- (5) **LLOYDS BANK CORPORATE MARKETS PLC** acting through its office at 10 Gresham Street, London EC2V 7AE (in its capacity as agent under the Liquidity Facility Agreement, the "**Liquidity Facility Agent**");
- (6) **LLOYDS BANK CORPORATE MARKETS PLC** acting through its office at 10 Gresham Street, London EC2V 7AE (in its capacity as lender and together with any additional or substitute banks providing a facility under the Liquidity Facility Agreement, together, the "**Liquidity Facility Providers**" and each a "**Liquidity Facility Provider**");
- (7) **CW LENDING II LIMITED** whose registered office is at One Canada Square, Canary Wharf, London E14 5AB (the "**Borrower**");
- (8) **HSBC BANK PLC** acting through its office at 8 Canada Square, Canary Wharf, London E14 5HQ (in its several capacities as the "**Class B3 Swap Provider**" and the "**Class C2 Swap Provider**");
- (9) **CITIBANK, N.A., LONDON BRANCH**, acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (in its several capacities as the "**Class A7 Swap Provider**" and the "**Class D2 Swap Provider**"); and
- (10) **THE BANK OF NEW YORK MELLON, LONDON BRANCH**, a banking corporation organised under the laws of the State of New York and operating through its branch in London at One Canada Square, London E14 5AL (the "**Account Bank**").

WHEREAS

- (A) On 6 June 2000 the Issuer and the Trustee entered into a deed of charge and assignment with amongst others, the Cash Manager, the Principal Paying Agent, the Agent Bank, the Liquidity Facility Providers and the Borrower (the "**Original Issuer Deed of**

Charge") which was supplemental to a trust deed dated 6 June 2000 and made between the Issuer and the Trustee (the "**Original Trust Deed**"). The Original Trust Deed constituted, *inter alia*, the £240,000,000 Class A1 6.455 per cent. First Mortgage Debentures due October 2033 (the "**First Issue Class A1 Notes**"), and the £85,000,000 Class B 6.80 per cent. First Mortgage Debentures due October 2033 (the "**Class B Notes**").

- (B) On 12 June 2001 the Issuer and the Trustee entered into a supplemental deed of charge and assignment with amongst others, the Cash Manager, the Principal Paying Agent, the Agent Bank, the Liquidity Facility Providers and the Borrower (the "**First Supplemental Issuer Deed of Charge**") which was supplemental to the Original Issuer Deed of Charge, the Original Issuer Deed of Charge and the First Supplemental Issuer Deed of Charge being supplemental to the Original Trust Deed and a supplemental trust deed dated 12 June 2001 and made between the Issuer and the Trustee (the "**First Supplemental Trust Deed**"). The First Supplemental Trust Deed constituted, *inter alia*, the £475,000,000 Class A1 6.455 per cent. First Mortgage Debentures due October 2033 (the "**Second Issue Class A1 Notes**") and the £200,000,000 Class A3 5.952 per cent. First Mortgage Debentures due October 2037 (the "**Second Issue Class A3 Notes**").
- (C) On 21 February 2002, the Issuer and the Trustee entered into a second supplemental deed of charge and assignment amongst others, with the Cash Manager, the Class A5 Swap Providers, the Principal Paying Agent, the Agent Bank, the Paying Agents, the Liquidity Facility Agent, the Liquidity Facility Providers and the Borrower (the "**Second Supplemental Issuer Deed of Charge**") which was supplemental to the Original Issuer Deed of Charge and the First Supplemental Issuer Deed of Charge, the Original Issuer Deed of Charge, the First Supplemental Issuer Deed of Charge and the Second Supplemental Issuer Deed of Charge being supplemental to the Original Trust Deed, the First Supplemental Trust Deed and a second supplemental trust deed dated 21 February 2002 and made between the Issuer and the Trustee (the "**Second Supplemental Trust Deed**"). The Second Supplemental Trust Deed constituted, *inter alia*, the £500,000,000 Class A1 6.455 per cent. First Mortgage Debentures due October 2033 (the "**Third Issue Class A1 Notes**" and, together with the First Issue Class A1 Notes and the Second Issue Class A1 Notes, the "**Class A1 Notes**"), the £200,000,000 Class A3 5.952 per cent. First Mortgage Debentures due October 2037 (the "**Third Issue Class A3 Notes**" and, together with the Second Issue Class A3 Notes, the "**Class A3 Notes**"), the U.S.\$579,000,000 Class A5 Floating Rate First Mortgage Debentures due October 2033 (the "**Class A5 Notes**" and, together with the Class A1 Notes and the Class A3 Notes, the "**Class A Notes**") and the £150,000,000 Class B 6.800 per cent. First Mortgage Debentures due October 2033 (the "**Third Issue Class B Notes**").
- (D) On 22 October 2002 the Issuer and the Trustee entered into a supplemental deed of charge and assignment with amongst others, the Cash Manager, the Principal Paying Agent, the Agent Bank, the Paying Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, the Borrower and the Class A5 Swap Providers (the "**Third Supplemental Issuer Deed of Charge**") which was supplemental to the Original Issuer Deed of Charge, the First Supplemental Issuer Deed of Charge and the Second Supplemental Issuer Deed of Charge being supplemental to the Original Trust Deed, the First Supplemental Trust Deed, the Second Supplemental Trust Deed and a third

supplemental trust deed dated 22 October 2002 (the "**Third Supplemental Trust Deed**") and made between the Issuer and the Trustee.

- (E) On 25 May 2005 the Issuer and the Trustee entered into a supplemental issuer deed of charge and assignment with the Cash Manager, Citibank, N.A., London Branch (in its capacity as Class A7 Swap Provider), the Principal Paying Agent, the Agent Bank, the Liquidity Facility Providers, the Liquidity Facility Agent, the Borrower and The Royal Bank of Scotland plc (in its capacity as Class A5 Swap Provider) (the "**Fourth Supplemental Issuer Deed of Charge**" which was supplemental to the Original Trust Deed, the First Supplemental Trust Deed, the Second Supplemental Trust Deed, the Third Supplemental Trust Deed, a fourth supplemental trust deed dated 18 May 2005 and made between the Issuer and the Trustee (the "**Fourth Supplemental Trust Deed**") and a fifth supplemental trust deed dated 25 May 2005 and made between the Issuer and the Trustee (the "**Fifth Supplemental Trust Deed**") and made between the Issuer and the Trustee constituting the £110,000,000 Class B2 Stepped Coupon Floating Rate First Mortgage Debentures due April 2030 (the "**Class B2 Notes**"), the £225,000,000 Class C1 Stepped Coupon Floating Rate First Mortgage Debentures due April 2030 (the "**Class C1 Notes**") and the £25,000,000 Class D1 Stepped Coupon Floating Rate First Mortgage Debentures due October 2033 (the "**Class D1 Notes**").
- (F) On 1 February 2006 the Issuer and the Trustee entered into a supplemental deed of charge and assignment with amongst others, the Cash Manager, the Principal Paying Agent, the Agent Bank, the Paying Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, the Class A5 Swap Providers and the Borrower (the "**Fifth Supplemental Issuer Deed of Charge**").
- (G) On 21 December 2006 the Issuer and the Trustee entered into a supplemental deed of charge and assignment (the "**Sixth Supplemental Issuer Deed of Charge**").
- (H) On 23 April 2007, the Issuer and the Trustee entered into a supplemental deed of charge and assignment (the "**Seventh Supplemental Issuer Deed of Charge**") being supplemental to the Original Trust Deed, the First Supplemental Trust Deed, the Second Supplemental Trust Deed, the Third Supplemental Trust Deed, the Fourth Supplemental Trust Deed, the Fifth Supplemental Trust Deed and the sixth supplemental trust deed dated 23 April 2007 and made between the Issuer and the Trustee (the "**Sixth Supplemental Trust Deed**" and, together with the Original Trust Deed, the First Supplemental Trust Deed, the Second Supplemental Trust Deed, the Third Supplemental Trust Deed, the Fourth Supplemental Trust Deed and the Fifth Supplemental Trust Deed, the "**Trust Deed**") and made between the Issuer and the Trustee constituting the £222,000,000 Class A7 Floating Rate First Mortgage Debentures due 2037 (the "**Class A7 Notes**"), the £104,000,000 Class B3 Floating Rate First Mortgage Debentures due 2037 (the "**Class B3 Notes**"), the £275,000,000 Class C2 Floating Rate First Mortgage Debentures due 2037 (the "**Class C2 Notes**") and the £125,000,000 Class D2 Floating Rate First Mortgage Debentures due 2037 (the "**Class D2 Notes**" and, together with the Class A7 Notes, the Class B3 Notes, the Class C2 Notes and the Class D2 Notes, the "**Sixth Issue Term Notes**"). The Sixth Issue Term Notes, the Class A1 Notes, the Class A3 Notes and the Class B Notes are together referred to as the "**Notes**". Any reference to a "**class**" of Notes or of Noteholders is a reference to the Class A1 Notes, the Class A3 Notes, the Class A5 Notes, the Class A7 Notes, the Class B Notes, the Class B3 Notes, the Class C2 Notes or the Class D2 Notes or their respective holders, as the case may be.

- (I) On 8 June 2010 the Issuer and Trustee entered into a supplemental deed of charge and assignment with amongst others, the Cash Manager, the Principal Paying Agent, the Agent Bank, the Paying Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, the Class A7 Swap Provider, the Class D2 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider and the Borrower (the "**Eighth Supplemental Issuer Deed of Charge**").
- (J) On 15 October 2010 the Issuer and the Trustee entered into a supplemental deed of charge and assignment with amongst others, the Cash Manager, the Principal Paying Agent, the Agent Bank, the Paying Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, the Class A7 Swap Provider, the Class D2 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider and the Borrower (the "**Ninth Supplemental Issuer Deed of Charge**").
- (K) On 17 November 2010 the Issuer and the Trustee entered into a supplemental deed of charge and assignment with amongst others, the Cash Manager, the Principal Paying Agent, the Agent Bank, the Paying Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, the Class A7 Swap Provider, the Class D2 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider and the Borrower (the "**Tenth Supplemental Issuer Deed of Charge**").
- (L) On 25 August 2011 the Issuer and the Trustee entered into a supplemental deed of charge and assignment with amongst others, the Cash Manager, the Principal Paying Agent, the Agent Bank, the Paying Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, the Class A7 Swap Provider, the Class D2 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider and the Borrower (the "**Eleventh Supplemental Issuer Deed of Charge**").
- (M) On 13 December 2011 the Issuer and the Trustee entered into a supplemental deed of charge and assignment with amongst others, the Cash Manager, the Principal Paying Agent, the Agent Bank, the Paying Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, the Class A7 Swap Provider, the Class D2 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider and the Borrower (the "**Twelfth Supplemental Issuer Deed of Charge**").
- (N) On 1 February 2012 the Issuer and the Trustee entered into a supplemental deed of charge and assignment with amongst others, the Cash Manager, the Principal Paying Agent, the Agent Bank, the Paying Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, the Class A7 Swap Provider, the Class D2 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider and the Borrower (the "**Thirteenth Supplemental Issuer Deed of Charge**").
- (O) On 1 August 2013 the Issuer and the Trustee entered into a supplemental deed of charge and assignment with amongst others, the Cash Manager, the Principal Paying Agent, the Agent Bank, the Paying Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, the Class A7 Swap Provider, the Class D2 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider and the Borrower (the "**Fourteenth Supplemental Issuer Deed of Charge**").
- (P) On 2 December 2015 the Issuer and the Trustee entered into a supplemental deed of charge and assignment with, amongst others, the Cash Manager, the Principal Paying

Agent, the Agent Bank, the Paying Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, the Class A7 Swap Provider, the Class D2 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider and the Borrower (the "**Fifteenth Supplemental Issuer Deed of Charge**").

- (Q) On 15 December 2015 the Issuer and the Trustee entered into a supplemental deed of charge and assignment with, amongst others, the Cash Manager, the Principal Paying Agent, the Agent Bank, the Paying Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, the Class A7 Swap Provider, the Class D2 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider and the Borrower (the "**Sixteenth Supplemental Issuer Deed of Charge**").
- (R) On 30 November 2016 the Issuer and the Trustee entered into a supplemental deed of charge and assignment with, amongst others, the Cash Manager, the Principal Paying Agent, the Agent Bank, the Paying Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, the Class A7 Swap Provider, the Class D2 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider and the Borrower (the "**Seventeenth Supplemental Issuer Deed of Charge**").
- (S) On 23 June 2017 the Issuer and the Trustee entered into a supplemental deed of charge and assignment with, amongst others, the Cash Manager, the Principal Paying Agent, the Agent Bank, the Paying Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, the Class A7 Swap Provider, the Class D2 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider and the Borrower (the "**Eighteenth Supplemental Issuer Deed of Charge**").
- (T) On 16 November 2017 the Issuer and the Trustee entered into a supplemental deed of charge and assignment with, amongst others, the Cash Manager, the Principal Paying Agent, the Agent Bank, the Paying Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, the Class A7 Swap Provider, the Class D2 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider and the Borrower (the "**Nineteenth Supplemental Issuer Deed of Charge**"). This supplemental issuer deed of charge and assignment (the "**Twentieth Supplemental Issuer Deed of Charge**") and, together with the Original Issuer Deed of Charge, the First Supplemental Issuer Deed of Charge, the Second Supplemental Issuer Deed of Charge, the Third Supplemental Issuer Deed of Charge, the Fourth Supplemental Issuer Deed of Charge, the Fifth Supplemental Issuer Deed of Charge, the Sixth Supplemental Issuer Deed of Charge, the Seventh Supplemental Issuer Deed of Charge, the Eighth Supplemental Issuer Deed of Charge, the Ninth Supplemental Issuer Deed of Charge, the Tenth Supplemental Issuer Deed of Charge, the Eleventh Supplemental Issuer Deed of Charge, the Twelfth Supplemental Issuer Deed of Charge, the Thirteenth Supplemental Issuer Deed of Charge, the Fourteenth Supplemental Issuer Deed of Charge, the Fifteenth Supplemental Issuer Deed of Charge, the Sixteenth Supplemental Issuer Deed of Charge, the Seventeenth Supplemental Issuer Deed of Charge, the Eighteenth Supplemental Issuer Deed of Charge and the Nineteenth Supplemental Issuer Deed of Charge (the "**Issuer Deed of Charge**") is supplemental to the Trust Deed.

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED as follows:

1. DEFINITIONS

1.1 In this Deed, except so far as the context otherwise requires:

"Act" means the Law of Property Act 1925.

"Bank Account Agreement" means the bank account agreement dated on or about the date hereof between, among others, the Borrower, the Issuer, the Trustee and The Bank of New York Mellon, London Branch as account bank.

"purchaser" has the meaning given to it by section 205 of the Act and includes any person dealing (including any person acquiring, for money or money's worth, any Security Interest over, or any other interest or right whatsoever in relation to, the Charged Assets) in good faith.

"Supplemental Charge" means a supplemental composite debenture dated on or about the date hereof between, among others, the Borrower, the Issuer and the Trustee.

"these presents" and **"this Deed"** means this Deed and any deed executed in accordance with this Deed or expressed to be supplemental hereto and the Trust Deed.

- 1.2 References herein to the Issuer, the Trustee, the Cash Manager, the Class A7 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider, the Class D2 Swap Provider, the Liquidity Facility Providers, the Liquidity Facility Agent, the Principal Paying Agent, the Agent Bank, the Account Bank and the Borrower include references to their successors, persons deriving title under or through them or any replacement of such party respectively.
- 1.3 References herein to the Notes include the Conditions appertaining thereto and any references to an amount of money due or payable by reference to the Notes includes any sum covenanted to be paid by the Issuer under the Trust Deed in respect of the Notes.
- 1.4 Where reference is made in this Deed to the Eighth Restated Cash Management Agreement, the Eighth Restated Intercompany Loan Agreement, the Nineteenth Supplemental Composite Debenture, the Class A7 Swap Agreement, the Class B3 Swap Agreement, the Class C2 Swap Agreement and the Class D2 Swap Agreement the provisions to which reference is made are deemed to be included in this Deed to the extent necessary to give effect thereto.
- 1.5 References herein and in the Trust Deed to a particular numbered clause of the Eighth Restated Cash Management Agreement shall, in relation to any agreement under which a substitute cash manager is appointed, be construed as a reference to the provisions (if any) in such agreement which correspond to the provisions of such particular numbered clause of the Eighth Restated Cash Management Agreement in effect at the date hereof.
- 1.6 The clause and schedule headings in this Deed do not affect its interpretation.
- 1.7 Unless the context otherwise requires, words denoting the singular number only include the plural number also and vice versa; words denoting one gender only include the other genders and words denoting persons only include firms and corporations and vice versa.

- 1.8 For the avoidance of doubt but subject to Clause 9 of the Original Issuer Deed of Charge, references to the Trustee in this Deed are to it acting in its capacity as trustee under these presents for, *inter alios*, the Noteholders, the Cash Manager, the Class A7 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider, the Class D2 Swap Provider, the Liquidity Facility Agent, each Liquidity Facility Provider, the Principal Paying Agent, the Agent Bank, the Account Bank or the Borrower as the case may require.
- 1.9 Any reference herein to an enactment is a reference to it as already amended and includes a reference to any repealed enactment which it may re-enact, with or without amendment, and to any future re-enactment and/or amendment of it.
- 1.10 Any reference herein to any agreement or other document is deemed to refer to such agreement or document as modified, amended, restated, supplemented and/or replaced from time to time.
- 1.11 Terms defined in the Seventh Restated Master Definitions Agreement dated 17 June 2014 (the "**Seventh Restated Master Definitions Agreement**"), signed by the parties to the Relevant Documents, unless otherwise defined herein or the context requires otherwise, bear the same meanings in this Deed and the recitals hereto as if set out in full herein.
- 1.12 The terms of the other Relevant Documents and of any side letters between any parties in relation to any Relevant Document are incorporated in this Deed to the extent required to ensure that any purported disposition is in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.13 If an amount paid by the Issuer to the Trustee, the Noteholders or the other Secured Creditors is capable of being avoided or otherwise set aside on the liquidation or administration of the Issuer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.14 A reference in this Deed to any property, assets, undertakings or rights includes, unless the context otherwise requires, present and future property, assets, undertakings or rights.
- 1.15 For the purposes of this Deed the words "full title guarantee" shall be construed so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 (the "**LP (MP) Act**") in the charges contained in or created pursuant to this Deed are construed with the omission of:
- (a) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1)(b) of the LP (MP) Act; and
 - (b) section 6(2) of the LP (MP) Act.

2. **THE ISSUER'S COVENANTS TO PAY**

- 2.1 The Issuer hereby covenants with the Trustee for itself and on trust for the Noteholders and the Couponholders (if any) that it will duly and punctually pay or discharge on the due dates and in any event upon demand after they have become due (subject to any

applicable grace period) all moneys and liabilities whatsoever which from time to time become due, owing or payable by the Issuer:

- (a) to or to the order of the Trustee and/or any Receiver under, pursuant to or in connection with this Deed or the Relevant Documents at the times and in the manner provided herein; and
- (b) under the Notes, any Further Notes, any Replacement Notes and the Coupons at the time and in the manner provided herein or therein.

The Issuer hereby further covenants with the Trustee for itself and on trust for the Noteholders and the Couponholders (if any) that it will duly and punctually observe, perform and satisfy all its other obligations and liabilities under this Deed, the Relevant Documents, the Notes and the Coupons.

- 2.2 The Issuer hereby covenants with the Cash Manager that it will duly and punctually pay or discharge all monies and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to the Cash Manager (other than any such monies or liabilities from time to time due, owing or payable to it in its capacity as a Noteholder or Couponholder) and observe, perform and satisfy all its other obligations and liabilities under the Eighth Restated Cash Management Agreement or this Deed. Monies due, owing or payable by the Issuer to the Cash Manager which have accrued in respect of any period prior to the termination of the Cash Manager's appointment as Cash Manager under the Eighth Restated Cash Management Agreement shall continue to be due, owing or payable to it in that capacity notwithstanding such termination.
- 2.3 The Issuer hereby covenants with the Liquidity Facility Agent and each Liquidity Facility Provider that it will duly and punctually pay or discharge all monies and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to the Liquidity Facility Agent and that Liquidity Facility Provider (other than any such monies or liabilities from time to time due, owing or payable to it in its capacity as a Noteholder or Couponholder) and observe, perform and satisfy all its other obligations and liabilities under the Fifth Restated Liquidity Facility Agreement and this Deed. Monies due, owing or payable by the Issuer to the Liquidity Facility Agent and any Liquidity Facility Provider which have accrued in respect of any period prior to the termination of the Fifth Restated Liquidity Facility Agreement shall continue to be due, owing or payable to it in that capacity notwithstanding such termination.
- 2.4 The Issuer hereby covenants with the Borrower that it will duly and punctually pay or discharge all monies and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to the Borrower (other than any such monies or liabilities from time to time due, owing or payable to it in its capacity as a Noteholder or Couponholder) and observe, perform and satisfy all its other obligations and liabilities under the Eighth Restated Intercompany Loan Agreement and this Deed.
- 2.5 The Issuer hereby covenants with the Paying Agents that it will duly and punctually pay or discharge all monies and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to the Paying Agents and observe, perform and satisfy all its other obligations and liabilities under the Fifth Supplemental Agency Agreement or this Deed. Monies due, owing or payable by the Issuer to the Paying Agents which have accrued in respect of any period prior to the termination of the

Paying Agents' appointment under the Fifth Supplemental Agency Agreement shall continue to be due, owing or payable to it in that capacity notwithstanding such termination.

- 2.6 The Issuer hereby covenants with the Class A7 Swap Provider that it will duly and punctually pay or discharge all monies and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to the Class A7 Swap Provider (other than any such monies or liabilities from time to time due, owing or payable to it in its capacity as a Noteholder or Couponholder) and observe, perform and satisfy all its other obligations and liabilities under the Class A7 Swap Agreement, entered into by the Issuer without breach of this Deed or any of the other relevant Documents and this Deed. Monies due, owing or payable by the Issuer to the Class A7 Swap Provider, which have accrued in respect of any period prior to the termination of the Class A7 Swap Agreement entered into by the Issuer without breach of this Deed or any of the other Relevant Documents shall continue to be due, owing or payable by it in that capacity notwithstanding such termination.
- 2.7 The Issuer hereby covenants with the Class B3 Swap Provider that it will duly and punctually pay or discharge all monies and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to the Class B3 Swap Provider (other than any such monies or liabilities from time to time due, owing or payable to it in its capacity as a Noteholder or Couponholder) and observe, perform and satisfy all its other obligations and liabilities under the Class B3 Swap Agreement, entered into by the Issuer without breach of this Deed or any of the other relevant Documents and this Deed. Monies due, owing or payable by the Issuer to the Class B3 Swap Provider, which have accrued in respect of any period prior to the termination of the Class B3 Swap Agreement entered into by the Issuer without breach of this Deed or any of the other Relevant Documents shall continue to be due, owing or payable by it in that capacity notwithstanding such termination.
- 2.8 The Issuer hereby covenants with the Class C2 Swap Provider that it will duly and punctually pay or discharge all monies and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to the Class C2 Swap Provider (other than any such monies or liabilities from time to time due, owing or payable to it in its capacity as a Noteholder or Couponholder) and observe, perform and satisfy all its other obligations and liabilities under the Class C2 Swap Agreement, entered into by the Issuer without breach of this Deed or any of the other relevant Documents and this Deed. Monies due, owing or payable by the Issuer to the Class C2 Swap Provider, which have accrued in respect of any period prior to the termination of the Class C2 Swap Agreement entered into by the Issuer without breach of this Deed or any of the other Relevant Documents shall continue to be due, owing or payable by it in that capacity notwithstanding such termination.
- 2.9 The Issuer hereby covenants with the Class D2 Swap Provider that it will duly and punctually pay or discharge all monies and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to the Class D2 Swap Provider (other than any such monies or liabilities from time to time due, owing or payable to it in its capacity as a Noteholder or Couponholder) and observe, perform and satisfy all its other obligations and liabilities under the Class D2 Swap Agreement, entered into by the Issuer without breach of this Deed or any of the other relevant Documents and this Deed. Monies due, owing or payable by the Issuer to the Class D2 Swap Provider, which have

accrued in respect of any period prior to the termination of the Class D2 Swap Agreement entered into by the Issuer without breach of this Deed or any of the other Relevant Documents shall continue to be due, owing or payable by it in that capacity notwithstanding such termination.

3. SECURITY

3.1 Supplemental Charge

The Issuer, by way of first fixed security for the payment or discharge of the Secured Obligations, with full title guarantee and subject to the proviso for reassignment on redemption contained in the Original Issuer Deed of Charge and incorporated herein under Clause 4.1, **HEREBY CONVEYS, TRANSFERS AND ASSIGNS** to the Trustee all of the Issuer's right, title, interest and benefit present and future in, to and under:

3.1.1 the Supplemental Charge and any deeds or agreements supplemental thereto; and

3.1.2 the Bank Account Agreement,

and all monies assured by or to become payable under the same and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same **TO HOLD** the same unto the Trustee absolutely on trust for the benefit of itself and the other Secured Creditors, subject to the terms of these presents (subject to the release of such of the Supplemental Security as is constituted under this Clause 3.1 upon redemption in full of the outstanding Notes **provided that**, prior to such release, two directors of the Issuer and the Borrower have delivered a certificate to the Trustee stating that no Event of Default under Condition 9 of the Notes and/or an Intercompany Loan Event of Default has occurred).

"Supplemental Security" means the property, rights and interests of the Issuer secured under this Deed in respect of any property, rights and interests which are secured in favour of the Issuer under the Composite Debenture and subject to release thereunder upon redemption in full of the outstanding Notes.

3.2 Issuer's Accounts and other accounts

3.2.1 The Issuer, by way of further first fixed security for the payment or discharge of the Secured Obligations, with full title guarantee and subject to the proviso for redemption hereinafter contained, **HEREBY CHARGES**, by way of first fixed charge, to the Trustee all of the Issuer's right, title, benefit and interest present and future in, to and under the Issuer's Accounts established under the Bank Account Agreement and any other bank account of the Issuer from time to time, and all sums of money which may now be or hereafter are from time to time standing to the credit of such Issuer's Accounts and any other bank account of the Issuer from time to time, together with all interest accruing from time to time thereon and the debts represented thereby and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same **TO HOLD** the same unto the Trustee absolutely on trust for the benefit of itself and the other Secured Creditors, subject to the terms of these presents (subject to the

release of such of the Supplemental Security as is constituted under this Clause 3.2 upon redemption in full of the outstanding Notes **provided that**, prior to such release, two directors of the Issuer and the Borrower have delivered a certificate to the Trustee stating that no Event of Default under Condition 9 of the Notes and/or an Intercompany Loan Event of Default has occurred).

- 3.2.2 During the continuance of the security created by this Deed, the Issuer shall not, except as expressly permitted by this Deed or the Cash Management Agreement or with the prior written consent of the Trustee, withdraw from any of the Issuer's Accounts, the whole or any part of any amount standing to the credit thereof.

3.3 **Transfer of Obligations**

Notwithstanding anything else in this Deed, it is hereby agreed that the Trustee does not assume, nor is the Trustee obliged to perform, any obligations of any other party to this Deed and nothing herein shall be construed so as to transfer any of such obligations to the Trustee.

3.4 **Declaration of Trust**

Each of the Secured Creditors (other than the Noteholders and the Couponholders) hereby declares the Trustee and the Trustee hereby declares itself as trustee of the covenants, undertakings, charges, assignments and other security interests made or given under this Deed for itself and each of the Noteholders, the Couponholders, the Liquidity Facility Agent, each Liquidity Facility Provider, the Class A7 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider, the Class D2 Swap Provider, the Borrower, the Paying Agents, the Agent Bank, the Account Bank, the Cash Manager, and any Receiver (together the "**Secured Creditors**" and each a "**Secured Creditor**") in respect of the Secured Obligations owed to each of them respectively upon and subject to the terms of this Deed.

3.5 **Notice and Acknowledgement**

The execution of this Deed by each Secured Creditor (including the Borrower) constitutes notice to each of them of the conveyance, transfer and assignment of all the Issuer's right, title, interest and benefit present and future in, to and under the Supplemental Charge referred to in this Clause 3, and the execution of this Deed by each of the Secured Creditors constitutes an express acknowledgement by each of them of such conveyance, transfer and assignment and assignments and other security interests made or granted by the foregoing provisions of this Clause 3 and each of the Secured Creditors undertakes to the Trustee not to do anything inconsistent with the security given under or pursuant to this Deed or knowingly to prejudice the encumbrances in favour of the Trustee constituted hereunder or injure or deplete the Charged Assets **provided that** without prejudice to Clause 5 of the Original Issuer Deed of Charge, nothing herein shall be construed as limiting the rights of any of the Secured Creditors exercisable in accordance with and subject to the terms of any of the Relevant Documents.

4. **INCORPORATION OF ORIGINAL ISSUER DEED OF CHARGE, FIRST SUPPLEMENTAL ISSUER DEED OF CHARGE, SECOND SUPPLEMENTAL**

ISSUER DEED OF CHARGE, THIRD SUPPLEMENTAL ISSUER DEED OF CHARGE, FOURTH SUPPLEMENTAL ISSUER DEED OF CHARGE, FIFTH SUPPLEMENTAL ISSUER DEED OF CHARGE, SIXTH SUPPLEMENTAL ISSUER DEED OF CHARGE, SEVENTH SUPPLEMENTAL ISSUER DEED OF CHARGE, EIGHTH SUPPLEMENTAL ISSUER DEED OF CHARGE, NINTH SUPPLEMENTAL ISSUER DEED OF CHARGE, TENTH SUPPLEMENTAL ISSUER DEED OF CHARGE, ELEVENTH SUPPLEMENTAL ISSUER DEED OF CHARGE, TWELFTH SUPPLEMENTAL ISSUER DEED OF CHARGE, THIRTEENTH SUPPLEMENTAL ISSUER DEED OF CHARGE, FOURTEENTH SUPPLEMENTAL ISSUER DEED OF CHARGE, FIFTEENTH SUPPLEMENTAL ISSUER DEED OF CHARGE, SIXTEENTH SUPPLEMENTAL ISSUER DEED OF CHARGE, SEVENTEENTH SUPPLEMENTAL ISSUER DEED OF CHARGE, EIGHTEENTH SUPPLEMENTAL ISSUER DEED OF CHARGE AND NINETEENTH SUPPLEMENTAL ISSUER DEED OF CHARGE

4.1 Incorporation of Terms

The parties to this Deed hereby agree, subject to Clause 4.2 below, that all of the obligations, undertakings, covenants, rights and powers specified and contained in the Original Issuer Deed of Charge, the First Supplemental Issuer Deed of Charge, the Second Supplemental Issuer Deed of Charge, the Third Supplemental Issuer Deed of Charge, the Fourth Supplemental Issuer Deed of Charge, the Fifth Supplemental Issuer Deed of Charge, the Sixth Supplemental Issuer Deed of Charge, the Seventh Supplemental Issuer Deed of Charge, the Eighth Supplemental Issuer Deed of Charge, the Ninth Supplemental Issuer Deed of Charge, the Tenth Supplemental Issuer Deed of Charge, the Eleventh Supplemental Issuer Deed of Charge, the Twelfth Supplemental Issuer Deed of Charge, the Thirteenth Supplemental Issuer Deed of Charge, the Fourteenth Supplemental Issuer Deed of Charge, the Fifteenth Supplemental Issuer Deed of Charge, the Sixteenth Supplemental Issuer Deed of Charge, the Seventeenth Supplemental Issuer Deed of Charge, the Eighteenth Supplemental Issuer Deed of Charge and the Nineteenth Supplemental Issuer Deed of Charge are deemed to be repeated herein *mutatis mutandis* and apply *mutatis mutandis* to the property referred to in Clause 3 hereof and the security and other rights and powers created under and pursuant to this Deed. The parties to this Deed further agree that all of the remaining terms of the Original Issuer Deed of Charge, the First Supplemental Issuer Deed of Charge, the Second Supplemental Issuer Deed of Charge, the Third Supplemental Issuer Deed of Charge, the Fourth Supplemental Issuer Deed of Charge, the Fifth Supplemental Issuer Deed of Charge, the Sixth Supplemental Issuer Deed of Charge, the Seventh Supplemental Issuer Deed of Charge, the Eighth Supplemental Issuer Deed of Charge, the Ninth Supplemental Issuer Deed of Charge, the Tenth Supplemental Issuer Deed of Charge, the Eleventh Supplemental Issuer Deed of Charge, the Twelfth Supplemental Issuer Deed of Charge, the Thirteenth Supplemental Issuer Deed of Charge, the Fourteenth Supplemental Issuer Deed of Charge, the Fifteenth Supplemental Issuer Deed of Charge, the Sixteenth Supplemental Issuer Deed of Charge, the Seventeenth Supplemental Issuer Deed of Charge, the Eighteenth Supplemental Issuer Deed of Charge and the Nineteenth Supplemental Issuer Deed of Charge, except in so far as they are inconsistent with the terms of this Deed, apply *mutatis mutandis* to this Deed provided always that this Deed is without prejudice to

the Original Issuer Deed of Charge, the First Supplemental Issuer Deed of Charge, the Second Supplemental Issuer Deed of Charge, the Third Supplemental Issuer Deed of Charge, the Fourth Supplemental Issuer Deed of Charge, the Fifth Supplemental Issuer Deed of Charge, the Sixth Supplemental Issuer Deed of Charge, the Seventh Supplemental Issuer Deed of Charge, the Eighth Supplemental Issuer Deed of Charge, the Ninth Supplemental Issuer Deed of Charge, the Tenth Supplemental Issuer Deed of Charge, the Eleventh Supplemental Issuer Deed of Charge, the Twelfth Supplemental Issuer Deed of Charge, the Thirteenth Supplemental Issuer Deed of Charge, the Fourteenth Supplemental Issuer Deed of Charge, the Fifteenth Supplemental Issuer Deed of Charge, the Sixteenth Supplemental Issuer Deed of Charge, the Seventeenth Supplemental Issuer Deed of Charge, the Eighteenth Supplemental Issuer Deed of Charge and the Nineteenth Supplemental Issuer Deed of Charge, the security and other rights and powers created under and pursuant to Clause 3 of the Original Issuer Deed of Charge, Clause 3 of the First Supplemental Issuer Deed of Charge, Clause 3 of the Second Supplemental Issuer Deed of Charge, Clause 3 of the Third Supplemental Issuer Deed of Charge, Clause 3 of the Fourth Supplemental Issuer Deed of Charge, Clause 3 of the Fifth Supplemental Issuer Deed of Charge, Clause 2 of the Sixth Supplemental Issuer Deed of Charge, Clause 3 of the Seventh Supplemental Issuer Deed of Charge, Clause 3 of the Eighth Supplemental Issuer Deed of Charge, Clause 3 of the Ninth Supplemental Issuer Deed of Charge, Clause 3 of the Tenth Supplemental Issuer Deed of Charge, Clause 3 of the Eleventh Supplemental Issuer Deed of Charge, Clause 3 of the Twelfth Supplemental Issuer Deed of Charge, Clause 3 of the Thirteenth Supplemental Issuer Deed of Charge, Clause 3 of the Fourteenth Supplemental Issuer Deed of Charge, Clause 3 of the Fifteenth Supplemental Issuer Deed of Charge, Clause 3 of the Sixteenth Supplemental Issuer Deed of Charge, Clause 3 of the Seventeenth Supplemental Issuer Deed of Charge, Clause 3 of the Eighteenth Supplemental Issuer Deed of Charge and Clause 3 of the Nineteenth Supplemental Issuer Deed of Charge and all of the other rights, powers, obligations and immunities comprised therein and arising pursuant thereto, which remain in full force and effect notwithstanding this Deed.

4.2 No Effect on Existing Charges

For the avoidance of doubt, Clause 4.1 of this Deed shall not be construed as, or otherwise be deemed to result in, Clause 3 of the Original Issuer Deed of Charge, Clause 3 of the First Supplemental Issuer Deed of Charge, Clause 3 of the Second Supplemental Issuer Deed of Charge, Clause 3 of the Third Supplemental Issuer Deed of Charge, Clause 3 of the Fourth Supplemental Issuer Deed of Charge, Clause 3 of the Fifth Supplemental Issuer Deed of Charge, Clause 2 of the Sixth Supplemental Issuer Deed of Charge, Clause 3 of the Seventh Supplemental Issuer Deed of Charge, Clause 3 of the Eighth Supplemental Issuer Deed of Charge, Clause 3 of the Ninth Supplemental Issuer Deed of Charge, Clause 3 of the Tenth Supplemental Issuer Deed of Charge, Clause 3 of the Eleventh Supplemental Issuer Deed of Charge, Clause 3 of the Twelfth Supplemental Issuer Deed of Charge, Clause 3 of the Thirteenth Supplemental Issuer Deed of Charge, Clause 3 of the Fourteenth Supplemental Issuer Deed of Charge, Clause 3 of the Fifteenth Supplemental Issuer Deed of Charge, Clause 3 of the Sixteenth Supplemental Issuer Deed of Charge, Clause 3 of the Seventeenth Supplemental Issuer Deed of Charge, Clause 3 of the Eighteenth Supplemental Issuer Deed of Charge or Clause 3 of the Nineteenth Supplemental Issuer Deed of Charge being repeated *mutatis mutandis* in relation to any property or assets from time to time

being effectively charged by way of fixed charge or otherwise effectively assigned as fixed security pursuant to Clause 3 of the Original Issuer Deed of Charge, Clause 3 of the First Supplemental Issuer Deed of Charge, Clause 3 of the Second Supplemental Issuer Deed of Charge, Clause 3 of the Third Supplemental Issuer Deed of Charge, Clause 3 of the Fourth Supplemental Issuer Deed of Charge, Clause 3 of the Fifth Supplemental Issuer Deed of Charge, Clause 2 of the Sixth Supplemental Issuer Deed of Charge, Clause 3 of the Seventh Supplemental Issuer Deed of Charge, Clause 3 of the Eighth Supplemental Issuer Deed of Charge, Clause 3 of the Ninth Supplemental Issuer Deed of Charge, Clause 3 of the Tenth Supplemental Issuer Deed of Charge, Clause 3 of the Eleventh Supplemental Issuer Deed of Charge, Clause 3 of the Twelfth Supplemental Issuer Deed of Charge, Clause 3 of the Thirteenth Supplemental Issuer Deed of Charge, Clause 3 of the Fourteenth Supplemental Issuer Deed of Charge, Clause 3 of the Fifteenth Supplemental Issuer Deed of Charge, Clause 3 of the Sixteenth Supplemental Issuer Deed of Charge, Clause 3 of the Seventeenth Supplemental Issuer Deed of Charge, Clause 3 of the Eighteenth Supplemental Issuer Deed of Charge or Clause 3 of the Nineteenth Supplemental Issuer Deed of Charge, nor shall it otherwise be construed as any release or memorandum of satisfaction in whole or in part of the security created pursuant to Clause 3 of the Original Issuer Deed of Charge, Clause 3 of the First Supplemental Issuer Deed of Charge, Clause 3 of the Second Supplemental Issuer Deed of Charge, Clause 3 of the Third Supplemental Issuer Deed of Charge, Clause 3 of the Fourth Supplemental Issuer Deed of Charge, Clause 3 of the Fifth Supplemental Issuer Deed of Charge, Clause 2 of the Sixth Supplemental Issuer Deed of Charge, Clause 3 of the Seventh Supplemental Issuer Deed of Charge, Clause 3 of the Eighth Supplemental Issuer Deed of Charge, Clause 3 of the Ninth Supplemental Issuer Deed of Charge, Clause 3 of the Tenth Supplemental Issuer Deed of Charge, Clause 3 of the Eleventh Supplemental Issuer Deed of Charge, Clause 3 of the Twelfth Supplemental Issuer Deed of Charge, Clause 3 of the Thirteenth Supplemental Issuer Deed of Charge, Clause 3 of the Fourteenth Supplemental Issuer Deed of Charge, Clause 3 of the Fifteenth Supplemental Issuer Deed of Charge, Clause 3 of the Sixteenth Supplemental Issuer Deed of Charge, Clause 3 of the Seventeenth Supplemental Issuer Deed of Charge, Clause 3 of the Eighteenth Supplemental Issuer Deed of Charge or Clause 3 of the Nineteenth Supplemental Issuer Deed of Charge.

4.3 Revised References

Any reference in the Original Issuer Deed of Charge, the First Supplemental Issuer Deed of Charge, the Second Supplemental Issuer Deed of Charge, the Third Supplemental Issuer Deed of Charge, the Fourth Supplemental Issuer Deed of Charge, the Fifth Supplemental Issuer Deed of Charge, the Sixth Supplemental Issuer Deed of Charge, the Seventh Supplemental Issuer Deed of Charge, the Eighth Supplemental Issuer Deed of Charge, the Ninth Supplemental Issuer Deed of Charge, the Tenth Supplemental Issuer Deed of Charge, the Eleventh Supplemental Issuer Deed of Charge, the Twelfth Supplemental Issuer Deed of Charge, the Thirteenth Supplemental Issuer Deed of Charge, the Fourteenth Supplemental Issuer Deed of Charge, the Fifteenth Supplemental Issuer Deed of Charge, the Sixteenth Supplemental Issuer Deed of Charge, the Seventeenth Supplemental Issuer Deed of Charge, the Eighteenth Supplemental Issuer Deed of Charge or the Nineteenth Supplemental Issuer Deed of Charge to the "Master Definitions Agreement" shall, when deemed repeated in this Deed, be read as a reference to the Original Master Definitions Agreement as supplemented, amended and restated by the Restated Master Definitions Agreement,

the Second Restated Master Definitions Agreement, the Third Restated Master Definitions Agreement, the Fourth Restated Master Definitions Agreement, the Fifth Restated Master Definitions Agreement, the Sixth Restated Master Definitions Agreement and the Seventh Restated Master Definitions Agreement (as amended).

5. UPON ENFORCEMENT

- 5.1 The security constituted by this Deed shall become immediately enforceable upon demand for payment of any of: (i) the moneys and liabilities hereby covenanted to be paid; and/or (ii) the Secured Obligations being made and not met in accordance with the terms hereof or of the Relevant Documents; and/or (iii) upon the occurrence of an Event of Default, and the power of sale and other powers conferred by section 101 of the Act, as varied or amended by this Deed, shall be immediately exercisable upon and at any time after demand for payment of any of the Secured Obligations being made and not met in accordance with the terms hereof or of the Relevant Documents and/or the occurrence of any Event of Default but subject to the final paragraph of Condition 2.2. After the security constituted by this Deed has become enforceable, the Trustee may at its own absolute discretion enforce all or any part of the Issuer Security in any manner it sees fit.
- 5.2 Notwithstanding the security rights created by this Deed, each of the Trustee, the Cash Manager, the Liquidity Facility Agent, each Liquidity Facility Provider, the Paying Agents, the Class A7 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider, the Class D2 Swap Provider, the Account Bank and the Borrower hereby agrees, and the Issuer concurs, that from the time of the giving of a Note Enforcement Notice: (i) no amount may be withdrawn from any of the Issuer's Accounts, the Issuer Prepayment Account, the Stand-by Account or any other bank account of the Issuer from time to time the subject of the Issuer Security except to the extent that it is applied in accordance with the order of priorities set out in Clause 5.4 or as otherwise permitted by the provisions of this Deed that are applicable after the giving of a Note Enforcement Notice; and (ii) if not already so converted, the Trustee may, by notice in writing to the Issuer, for the benefit of itself and the various other persons to whom the Secured Obligations are due, owing or payable, convert any charge created by Clause 3 of the Original Issuer Deed of Charge, Clause 3 of the First Supplemental Issuer Deed of Charge, Clause 3 of the Second Supplemental Issuer Deed of Charge, Clause 3 of the Third Supplemental Issuer Deed of Charge, Clause 3 of the Fourth Supplemental Issuer Deed of Charge, Clause 3 of the Fifth Supplemental Issuer Deed of Charge, Clause 2 of the Sixth Supplemental Issuer Deed of Charge, Clause 3 of the Seventh Supplemental Issuer Deed of Charge, Clause 3 of the Eighth Supplemental Issuer Deed of Charge, Clause 3 of the Ninth Supplemental Issuer Deed of Charge, Clause 3 of the Tenth Supplemental Issuer Deed of Charge, Clause 3 of the Eleventh Supplemental Issuer Deed of Charge, Clause 3 of the Twelfth Supplemental Issuer Deed of Charge, Clause 3 of the Thirteenth Supplemental Issuer Deed of Charge, Clause 3 of the Fourteenth Supplemental Issuer Deed of Charge, Clause 3 of the Fifteenth Supplemental Issuer Deed of Charge, Clause 3 of the Sixteenth Supplemental Issuer Deed of Charge, Clause 3 of the Seventeenth Supplemental Issuer Deed of Charge, Clause 3 of the Eighteenth Supplemental Issuer Deed of Charge or Clause 3 of the Nineteenth Supplemental Issuer Deed of Charge which is a floating charge into a specific fixed charge of the assets then secured thereby.

- 5.3 Notwithstanding the security rights created by this Deed, each of the Trustee, the Cash Manager, the Class A7 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider, the Class D2 Swap Provider, the Liquidity Facility Agent, each Liquidity Facility Provider, the Paying Agents, the Account Bank and the Borrower, hereby agrees, and the Issuer concurs, that any moneys whatsoever recovered by each of them or on their behalf whether by the Trustee or otherwise after the giving of a Note Enforcement Notice, shall be applied in accordance with the order of priorities set out in Clause 5.4.
- 5.4 Notwithstanding the security rights created by this Deed, each of the Trustee, the Cash Manager, the Class A7 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider, the Class D2 Swap Provider, the Liquidity Facility Agent, each Liquidity Facility Provider, the Paying Agents, the Account Bank and the Borrower, hereby agrees, and the Issuer concurs, that, subject to Clause 5.7, all moneys received by the Issuer after the giving of a Note Enforcement Notice and all moneys recovered by the Trustee, the Cash Manager, the Class A7 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider, the Class D2 Swap Provider, any Liquidity Facility Provider, the Paying Agents, the Agent Bank, the Borrower, the Account Bank or any Receiver after service of a notice under Clause 5.2 of this Deed shall be held on trust to be applied, as follows:
- (a) *firstly*, in or towards satisfaction, *pro rata* according to the respective amounts thereof, of: (i) the fees or other remuneration then payable to the Trustee, inclusive of value added tax ("VAT") (if applicable), and any costs, charges, liabilities and expenses (together with VAT thereon, if applicable) then incurred by the Trustee under or in connection with the Trust Deed, the Composite Debenture, the Finance Lessor Charge, the Floating Charge Trust Deed and the Floating Charge Agreement, the Notes and the Issuer Deed of Charge, together with interest thereon as provided in the Trust Deed; and (ii) the fees or other remuneration then payable to any receiver appointed in respect of the Issuer inclusive of VAT (if applicable) and any costs, charges, liabilities and expenses (together with VAT thereon, if applicable) then incurred by such receiver under or in connection with the Issuer Deed of Charge, together with interest thereon as provided in the Issuer Deed of Charge;
 - (b) *secondly*, in or towards payment, *pro rata* and *pari passu* according to the respective amounts thereof: (i) of the Liquidity Facility Agent's fees; (ii) to the Paying Agents; (iii) to the Agent Bank; (iv) to the Issuer's auditors; and (v) to the Account Bank;
 - (c) *thirdly*, *pro rata* and *pari passu*, according to the respective amounts thereof, in or towards payment of principal and/or interest due or overdue to Lloyds Bank Corporate Markets plc and together with any additional or substitute banks providing liquidity facilities under the Liquidity Facility Agreement (other than Subordinated Liquidity Facility Amounts (as defined below));
 - (d) *fourthly*, *pro rata* and *pari passu*, according to the respective amounts thereof, in or towards payment of: (i) (following the termination of a transaction under the Class A7 Swap Agreement due to the failure of the Class A7 Swap Provider to comply with the Class A7 Swap Agreement) the amount of any termination payment due to the Class A7 Swap Provider in relation to the termination of the

Class A7 Transaction, to the extent of the amount of any premium received by the Issuer from a replacement swap provider; (ii) (following the termination of the Class B3 Swap Transaction due to the failure of the Class B3 Swap Provider to comply with the Class B3 Swap Agreement) the amount of any termination payment due to the Class B3 Swap Provider under the Class B3 Swap Agreement in relation to the termination of the Class B3 Swap Transaction, to the extent of the amount of any premium received by the Issuer from a replacement swap provider; (iii) (following the termination of the Class C2 Swap Transaction due to the failure of the Class C2 Swap Provider to comply with the Class C2 Swap Agreement) the amount of any termination payment due to the Class C2 Swap Provider under the Class C2 Swap Agreement in relation to the termination of the Class C2 Swap Transaction, to the extent of the amount of any premium received by the Issuer from a replacement swap provider; and (iv) (following the termination of the Class D2 Swap Transaction due to the failure of the Class D2 Swap Provider to comply with the Class D2 Swap Agreement) the amount of any termination payment due to the Class D2 Swap Provider under the Class D2 Swap Agreement in relation to the termination of the Class D2 Swap Transaction, to the extent of the amount of any premium received by the Issuer from a replacement swap provider;

- (e) *fifthly*, in or towards payment, *pro rata* and *pari passu* according to the respective amounts thereof, of: (i) all amounts due or overdue to the Class A7 Swap Provider under the Class A7 Swap Agreement, other than the amount of any termination payment due to the Class A7 Swap Provider which arises due to the failure of the Class A7 Swap Provider to comply with the Class A7 Swap Agreement; (ii) all amounts of interest due or overdue in respect of the Class A1 Notes, the Class A3 Notes and the Class A7 Notes (other than any Class A7 Step-up Fee); and (iii) all amounts of principal due or overdue in respect of the Class A1 Notes, the Class A3 Notes and the Class A7 Notes, together with any other amounts due or overdue in respect of the Class A1 Notes, the Class A3 Notes and the Class A7 Notes;
- (f) *sixthly*, in or towards payment, *pro rata* and *pari passu* according to the respective amounts thereof, of: (i) all amounts due or overdue to the Class B3 Swap Provider under the Class B3 Swap Agreement, other than the amount of any termination payment due to the Class B3 Swap Provider which arises due to the failure of the Class B3 Swap Provider to comply with the Class B3 Swap Agreement; (ii) all amounts of interest due or overdue in respect of the Class B3 Notes and the Class B Notes (other than any Class B3 Step-up Fee); and (iii) all amounts of principal due or overdue in respect of the Class B3 Notes and the Class B Notes, together with any other amounts due or overdue in respect of the Class B3 Notes and the Class B Notes;
- (g) *seventhly*, in or towards payment, *pro rata* and *pari passu* according to the respective amounts thereof, of: (i) all amounts payable to the Class C2 Swap Provider under the Class C2 Swap Agreement, other than the amount of any termination payment due to the Class C2 Swap Provider which arises due to the failure of the Class C2 Swap Provider to comply with the Class C2 Swap Agreement; (ii) all amounts payable to the Class D2 Swap Provider under the Class D2 Swap Agreement, other than the amount of any termination payment

due to the Class D2 Swap Provider which arises due to the failure of the Class D2 Swap Provider to comply with the Class D2 Swap Agreement; (iii) all amounts of interest due or overdue in respect of the Class C2 Notes (other than any Class C2 Step-up Fee); and (iv) all amounts of principal due or overdue in respect of the Class C2 Notes together with any other amounts due or overdue in respect of the Class C2 Notes;

- (h) *eighthly*, in or towards payment, *pro rata* and *pari passu* according to the respective amounts thereof, of: (i) all amounts of interest due or overdue in respect of the Class D2 Notes (other than any Class D2 Step-up Fee); and (ii) all amounts of principal due or overdue in respect of the Class D2 Notes together with any other amounts due or overdue in respect of the Class D2 Notes;
- (i) *ninthly*, in or towards payment of any Class A7 Step-up Fees;
- (j) *tenthly*, in or towards payment of any Class B3 Step-up Fees;
- (k) *eleventhly*, in or towards payment of any Class C2 Step-up Fees;
- (l) *twelfthly*, in or towards payment of any Class D2 Step-up Fees;
- (m) *thirteenthly*, in or towards payment of any termination payments due to the Class A7 Swap Provider in relation to a transaction under a Class A7 Swap Agreement which arise due to the failure of a Class A7 Swap Provider to comply with the terms of the Class A7 Swap Agreement, to the extent that such payment is not paid to the Class A7 Swap Provider from the proceeds of any premium received by the Issuer from a replacement swap provider;
- (n) *fourteenthly*, in or towards payment of any termination payments due to the Class B3 Swap Provider in relation to the Class B3 Swap Transaction which arise due to the failure of the Class B3 Swap Provider to comply with the terms of the Class B3 Swap Agreement, to the extent that payment is not paid to such Class B3 Swap Provider from the proceeds of any premium received by the Issuer from a replacement swap provider;
- (o) *fifteenthly*, *pro rata* and *pari passu*, according to the respective amounts thereof in or towards payment of (a) any termination payments due to the Class C2 Swap Provider in relation to the Class C2 Swap Transaction which arise due to the failure of Class C2 Swap Provider to comply with the terms of the Class C2 Swap Agreement, to the extent that such payment is not paid to the Class C2 Swap Provider from the proceeds of any premium received by the Issuer from a replacement swap provider and (b) in or towards payment of any termination payments due to the Class D2 Swap Provider in relation to the Class D2 Swap Transaction which arise due to the failure of the Class D2 Swap Provider to comply with the terms of the Class D2 Swap Agreement, to the extent that such payment is not paid to the Class D2 Swap Provider from the proceeds of any premium received by the Issuer from a replacement swap provider;
- (p) *sixteenthly*, in or towards payment of all amounts due or overdue to the Cash Manager;

- (q) *seventeenthly*, in or towards payment, *pro rata* and *pari passu* according to the respective amounts thereof, to the Liquidity Facility Providers in respect of the aggregate of: (i) the amount by which the amount of interest accruing at the Mandatory Cost exceeds 0.05 per cent. per annum of the principal amount outstanding under the Liquidity Facility Agreement; (ii) the amount by which commitment fees and all increased costs payable in respect of the Liquidity Facility Agreement exceed 0.30 per cent. per annum of the then undrawn, uncanceled amount of the Liquidity Facility; (iii) any amounts payable by the Issuer to the Liquidity Facility Providers in respect of its obligation to gross-up any payments made by it under the Liquidity Facility Agreement by reason of any withholding or deduction for or on account of any tax; (iv) any amount of interest payable on a Standby Drawing in excess of the interest earned on sums standing to the credit of the Standby Account; and (v) any amount of interest payable on any drawings in excess of the aggregate of LIBOR plus 0.60 per cent. per annum (together, the "**Subordinated Liquidity Facility Amounts**");
- (r) *eighteenthly*, in or towards payment due to the Borrower under the Intercompany Loan Agreement in respect of the amount of any tax credit or refund received or enjoyed by the Issuer in respect of amounts withheld or deducted by the Borrower for or on account of tax from any amount paid by the Borrower under the Intercompany Loan Agreement; and
- (s) *nineteenthly*, the surplus (if any) to the Issuer or other persons entitled thereto.

PROVIDED THAT for the purposes of this Clause 5.4 the Trustee is entitled, and is hereby authorised, to call for and accept as conclusive evidence thereof a certificate from the Auditors or, if applicable, the liquidator (if any) of the Issuer as to the amount of the claims of the persons specified above.

5.5 Without prejudice to the provisions of Clause 5.4, the Trustee and each of the Secured Creditors (other than the Noteholders and the Couponholders), hereby agree, and the Issuer concurs, that:

- (a) in the exercise or non-exercise of its powers in relation to the Charged Assets the Trustee is required to have regard only to the interests of the Noteholders and Couponholders and is not required to have regard to the interests of the Secured Creditors or to act upon or comply with any direction or request of the Secured Creditors;
- (b) in relation to the duties, obligations and responsibilities of the Trustee as trustee of the Charged Assets to each of the Secured Creditors, the Trustee may discharge these by performing its duties, obligations and responsibilities to the Noteholders and Couponholders as trustee of the Charged Assets; and
- (c) the Trustee will remain trustee of the Charged Assets at all times while it remains Trustee in relation to the Notes and Coupons and is not liable to be removed at the behest of any or all of the Cash Manager, the Class A7 Swap Provider, the Class B3 Swap Provider, the Class C2 Swap Provider, the Class D2 Swap Provider, the Liquidity Facility Agent, any Liquidity Facility Provider, the Paying Agents, the Account Bank or the Borrower in their respective capacities as such.

5.6 Administrative Receiver

- (a) The Trustee shall enforce the security constituted by this Deed by appointing an administrative receiver in respect of the Issuer if it has actual notice of: (i) an application for the appointment of an administrator in respect of the Issuer; (ii) the giving of a notice of intention to appoint an administrator in respect of the Issuer; or (iii) the filing of a notice of appointment of an administrator in respect of the Issuer with the court, such appointment to take effect not later than the final day by which the appointment must be made in order to prevent an administration proceeding unless, in any such case, to do so would in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders and the Rating Agencies have confirmed that not so appointing an administrative receiver to the Issuer would not have an adverse effect on their then current ratings of any of the Notes.
- (b) The Trustee is not liable for any failure to appoint an administrative receiver in respect of the Issuer, save in the case of its own gross negligence, wilful default or fraud.
- (c) In the event that the Trustee is required to appoint an administrative receiver in any of the circumstances provided in (a) above, then none of the provisions of this Deed allowing the Trustee to refrain from acting unless indemnified and/or secured and/or pre-funded to its satisfaction will apply.
- (d) In the event that the Trustee appoints an administrative receiver in respect of the Issuer by reason of it having actual notice of: (i) an application for the appointment of an administrator in respect of the Issuer; (ii) the giving of a notice of intention to appoint an administrator in respect of the Issuer; or (iii) the filing of a notice of appointment of an administrator in respect of the Issuer with the court, the Issuer waives any claims against the Trustee in respect of such appointment.

5.7 Excluded Amounts

For the avoidance of doubt, amounts available to the Issuer pursuant to Clause 5.4 above exclude any swap collateral provided to the Issuer pursuant to the relevant Hedging Agreement, unless and to the extent, following termination of such Hedging Agreement, not required to satisfy any termination payment due to the relevant Hedging Provider.

6. CONTINUING AND ADDITIONAL SECURITY

6.1 Continuing Security

The security constituted by this Deed is continuing and will extend to the ultimate balance of all the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

6.2 Additional Security

The security constituted by this Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Trustee for any Secured Obligation.

6.3 Release under Composite Debenture

Where any property, right or interest secured under the Composite Debenture is or is to be released in accordance with the provisions thereof, to the extent the Issuer's interest in such property, right or interest is the subject of security hereunder the Trustee shall release such property, right or interest from the security created by this Deed.

7. POWER OF ATTORNEY

Without limitation of the obligations of the Issuer under Clause 15 of the Original Issuer Deed of Charge, the Issuer covenants to execute and deliver to the Trustee, immediately upon execution of this Deed, a power of attorney in or substantially in the form set out in Schedule 2.

8. NOTICES

The provisions of Clause 21 of the Original Issuer Deed of Charge, Clause 8 of the First Supplemental Issuer Deed of Charge, Clause 8 of the Second Supplemental Issuer Deed of Charge, Clause 9 of the Third Supplemental Issuer Deed of Charge, Clause 8 of the Fourth Supplemental Issuer Deed of Charge and Clause 6 of the Fifth Supplemental Issuer Deed of Charge apply to this Deed, *mutatis mutandis* save that the address for service of notice of Citibank, N.A., London Branch in its capacities as Class A7 Swap Provider and Class D2 Swap Provider, is Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB and that the address for service of notice of HSBC Bank plc in its capacities as Class B3 Swap Provider and Class C2 Swap Provider, is 8 Canada Square, Canary Wharf, London E14 5HQ and that the address for The Bank of New York Mellon, London Branch in its capacity as Account Bank is One Canada Square, London E14 5AL.

9. RIGHTS OF THIRD PARTIES

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

10. COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

11. CHOICE OF LAW

11.1 Governing Law

This Deed and all non-contractual obligations arising out of or in connection with it, are governed by, and shall be construed in accordance with, English law.

11.2 Submission to Jurisdiction

For the benefit of the Issuer and the Trustee:

- (a) all the parties agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Deed (including, without limitation, claims for set-off or counterclaim) or otherwise arising in connection with the jurisdiction of the English courts;
- (b) each party hereto irrevocably waives any objections on the ground or venue of *forum non conveniens* or any similar ground to the Courts of England having exclusive jurisdiction; and
- (c) each party hereto irrevocably agrees that a judgement or order of any court referred to in this Clause in connection with this Deed is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

SCHEDULE 1
FORM OF POWER OF ATTORNEY FROM THE ISSUER TO THE TRUSTEE

THIS POWER OF ATTORNEY is made by way of deed on the [•] day of [•] by Canary Wharf Finance II PLC (registered in England with number 3929593) (the "**Principal**").

WHEREAS

- (A) By virtue of a supplemental deed of charge and assignment (the "**Issuer Deed of Charge**") dated _____ and made between: (1) the Principal; (2) HSBC Bank PLC; (3) Citibank, N.A., London Branch; (4) Canary Wharf Limited; (5) Deutsche Bank AG, London Branch; (6) Lloyds Bank Corporate Markets Plc; (7) CW Lending II Limited; (8) The Bank of New York Mellon, London Branch; and (9) Deutsche Trustee Company Limited (the "**Trustee**") provision was made for the execution by the Principal of this Power of Attorney.
- (B) Words and phrases in this Power of Attorney (save where expressed to the contrary) have the same meanings respectively as the words and phrases defined in the Issuer Deed of Charge and the Seventh Restated Master Definitions Agreement (as defined in the Issuer Deed of Charge).

NOW THIS POWER OF ATTORNEY WITNESSETH that the Principal irrevocably and by way of security for the performance of the covenants, conditions and obligations on the part of the Principal contained in the Issuer Deed of Charge and the Trust Deed, appoints Deutsche Trustee Company Limited (the "**Attorney**") and any receiver and manager and/or administrative receiver appointed from time to time by the Attorney or on its behalf as its true and lawful attorney for and in the Principal's name or otherwise following the Intercompany Loan Enforcement Date to do any act, matter or thing which the Attorney or any such appointee considers in each case necessary or appropriate for the protection, preservation or perfection of the Attorney's interests in the Charged Assets or to effect further assurance of the Attorney's interests in the Charged Assets or for the implementation or enforcement of the Attorney's or any such appointee's rights and powers in respect of the security constituted by or pursuant to the Issuer Deed of Charge or which ought to be done under the covenants, undertakings and provisions contained in the Issuer Deed of Charge and the Trust Deed, including (without limitation) to do every act or thing which the Attorney may deem to be necessary, proper or expedient for fully and effectually securing the Charged Assets in favour of the Attorney on the terms set out in either the Issuer Deed of Charge and its successors in title or the other person or persons entitled to the benefit thereof as fully and effectually in all respects as the Principal could have done, including the giving of any such notices and the doing of any other acts as the Attorney may consider necessary or desirable in such circumstances.

The Attorney has the power by writing under its hand by an officer of the Attorney (including every receiver appointed under the Issuer Deed of Charge) from time to time to appoint a substitute who will have power to act on behalf of the Principal as if that substitute had been originally appointed Attorney by this Power of Attorney and/or to revoke any such appointment at any time without assigning any reason therefor.

The laws of England apply to this Power of Attorney and the interpretation thereof and to all acts of the Attorney or any appointee or substitute thereof carried out or purported to be carried out under the terms hereof.

The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys lawfully does or causes to be done in and concerning the Charged Assets by virtue of this Power of Attorney.

IN WITNESS whereof this Power of Attorney has been executed and delivered as a deed.

EXECUTED AND)
DELIVERED as a **DEED** by)
CANARY WHARF)
FINANCE II PLC)

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this document as a deed or caused their respective seals to be hereunto affixed the day and year first before written.

EXECUTED AND)
DELIVERED as a DEED by)
CANARY WHARF FINANCE II PLC)


.....
Director


.....
Director/Secretary

**EXECUTED AND DELIVERED as a DEED by
DEUTSCHE TRUSTEE COMPANY LIMITED**

)
)

acting by:

Attorney



in the presence of:

Signature of witness:



Name of witness: *Hassan Ali*

Address: c/o Winchester House, 1 Great Winchester Street, London EC2N 2DB

Attorney



in the presence of:

Signature of witness:



Name of witness: *Hassan Ali*

Address: c/o Winchester House, 1 Great Winchester Street, London EC2N 2DB

EXECUTED AND)
DELIVERED as a **DEED** by)
CANARY WHARF LIMITED)


DocuSigned by:

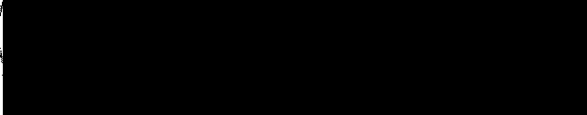
.....
Director

DocuSigned by:

.....
Director/Secretary

EXECUTED AND)
DELIVERED as a **DEED** by)
duly authorised signatories of)
DEUTSCHE BANK AG, LONDON BRANCH)
in its capacity as Principal Paying Agent)
and Agent Bank)

Authorised Signatory: 

Authorised Signatory: 

EXECUTED AND
DELIVERED as a **DEED** by
the duly authorised attorney of
LLOYDS BANK CORPORATE MARKETS PLC
in its capacity as Liquidity Facility Agent
in the presence of:

)
)
)
)
)
)

[Redacted]

Witness: [Redacted]
Name: Michelle John
Address: [Redacted]

EXECUTED AND
DELIVERED as a **DEED** by
the duly authorised attorney of
LLOYDS BANK CORPORATE MARKETS PLC
in its capacity as Liquidity Facility
Provider in the presence of:

)
)
)
)
)
)

[Redacted]

Witness: [Redacted]
Name: Michelle John
Address: [Redacted]

EXECUTED AND)
DELIVERED as a **DEED** by)
CW LENDING II LIMITED)


.....
Director


.....
Director/Secretary

EXECUTED AND)
DELIVERED as a **DEED** by)
the duly authorised attorney of)
CITIBANK, N.A., LONDON BRANCH)
in its capacity as Class A7 Swap Provider)
in the presence of:)



Witness: .. 
Name: .. Kyveli Charsouli
Address: .. 

EXECUTED AND)
DELIVERED as a **DEED** by)
the duly authorised attorney of)
CITIBANK, N.A., LONDON BRANCH)
in its capacity as Class D2 Swap Provider)
in the presence of:)



Witness: .. 
Name: .. Kyveli Charsouli
Address: .. 

EXECUTED AND)
DELIVERED as a **DEED** by)
the duly authorised attorney of)
HSBC BANK PLC)
in its capacity as Class B3 Swap Provider)
in the presence of:)

Witness: ..
Name: ..Chris Dickens.....
Address:8 Canada Square, London, E14 5HQ

EXECUTED AND)
DELIVERED as a **DEED** by)
the duly authorised attorney of)
HSBC BANK PLC)
in its capacity as Class C2 Swap Provider)
in the presence of:)

Witness: ..
Name: ..Chris Dickens.....
Address:8 Canada Square, London, E14 5HQ

EXECUTED AND)
DELIVERED as a **DEED** by)
THE BANK OF NEW YORK MELLON, LONDON BRANCH)
in its capacity as the Account Bank)
acting by its Authorised Signatory)

 **JUSTEN BERSIN**

Authorised Signatory