

MR01

Particulars of a charge

230063113



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the V
Please go to www

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☒ What this form is
You may not use the
register a charge v
instrument Use fo

WEDNESDAY



A33

A2LKLOKR

20/11/2013

#358

COMPANIES HOUSE

se

jk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 0 5 2 8 9 0 1 8

Company name in full COMMERCIAL FIRST BUSINESS LIMITED

For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d3 m1 m1 y2 y0 y1 y3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Deutsche Trustee Company Limited (as Security Trustee)

Winchester House, 1 Great Winchester Street, London, EC2N 2DB

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Description
Description	<div data-bbox="336 414 1106 501">Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</div> <div data-bbox="336 517 384 546">N/A</div> <div data-bbox="1161 414 1426 486">Continuation page Please use a continuation page if you need to enter more details</div>
5	Fixed charge or fixed security
	<div data-bbox="336 1279 1086 1364">Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</div> <div data-bbox="336 1373 426 1444"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>
6	Floating charge
	<div data-bbox="336 1518 1038 1579">Is the instrument expressed to contain a floating charge? Please tick the appropriate box</div> <div data-bbox="336 1588 601 1659"><input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7</div> <div data-bbox="336 1673 1075 1771">Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes</div>
7	Negative Pledge
	<div data-bbox="336 1845 1091 1930">Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</div> <div data-bbox="336 1939 426 2011"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>

MR01

Particulars of a charge



Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)



Signature

Please sign the form here

Signature

Signature

X Hogue Lovell International LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name F2/TI/NL/M5126 01047

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

CHFP025

04/13 Version 1.0



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5289018

Charge code: 0528 9018 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2013 and created by COMMERCIAL FIRST BUSINESS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2013

Given at Companies House, Cardiff on 26th November 2013



Companies House



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

EXECUTION VERSION

DATED

13 NOVEMBER

2013

BRITANNICA II S.A R.L. ACTING IN THE NAME AND ON BEHALF OF ITS
COMPARTMENT GARSDALE
as Issuer

LDC (MANAGERS) LIMITED
as LDC,

CVI CVF II LUX MASTER S.À R.L., CVF LUX MASTER
S.À R.L., CVIC LUX MASTER S.À R.L., LDH, SJ, PG, CFBL, CFL,
CFDAC AND CFRF
as Investors

DEUTSCHE TRUSTEE COMPANY LIMITED
as Security Trustee

-and-

DEUTSCHE BANK AG, LONDON BRANCH
as Purchaser Agent

DEED OF CHARGE

Save for material redacted pursuant to s859G of the Companies Act 2006, we hereby certify that this is a true copy of the original

Hogan Lovells International LLP

Date 19/11/2013

Hogan Lovells International LLP, Atlantic House, Holborn Viaduct, London, EC1A 2FG



M5126/00773
LIB02/MCARDLEA/4044010 20

Hogan Lovells International LLP
Atlantic House Holborn Viaduct, London EC1A 2FG

CONTENTS

CLAUSE		PAGE
1	DEFINITIONS AND INTERPRETATION	2
2	COVENANT TO PAY	8
3	ISSUER'S SECURITY	8
4.	INVESTOR'S SECURITY	11
5	SCOTTISH TRUST SECURITY	12
6	DECLARATION OF TRUST	13
7.	CRYSTALLISATION OF FLOATING CHARGE	13
8	RELEASE OF CHARGED PROPERTY, CONTINUITY OF SECURITY AND NO TRANSFER OF OBLIGATIONS	14
9	FURTHER ASSURANCE	15
10	COVENANTS AND WARRANTIES OF THE ISSUER	16
11.	COVENANTS AND WARRANTIES OF EACH INVESTOR	17
12	ENFORCEMENT	21
13	PROVISIONS RELATING TO THE SECURITY	23
14	APPLICATION OF TRUSTEE ACT	33
15	SECURITY TRUSTEE'S POWERS TO BE ADDITIONAL	33
16	FEES, DUTIES AND TAXES	33
17	APPOINTMENT, RETIREMENT AND REMOVAL OF THE SECURITY TRUSTEE	34
18	INDEMNITY AND EXPENSES	36
19.	CONFLICTS	37
20	MODIFICATION AND WAIVER	39
21	NOTICES	39
22	RIGHTS OF THIRD PARTIES	39
23	LIMITED RECOURSE	40
24	THE ROLE OF LDC	40
25.	GOVERNING LAW AND SUBMISSION TO JURISDICTION	41
SCHEDULE 1		47
SCHEDULE 2		53
SCHEDULE 3		56
SCHEDULE 4 FORM OF SCOTTISH SUPPLEMENTAL CHARGE		58
SCHEDULE 5 ISSUER FORM OF NOTICES AND ACKNOWLEDGEMENTS OF ASSIGNMENT		65
SCHEDULE 6 INVESTOR FORM OF NOTICES AND ACKNOWLEDGEMENTS OF ASSIGNMENT		69
SCHEDULE 7 SUPPLEMENTAL DEED OF CHARGE		75

THIS DEED OF CHARGE is made on 13 NOVEMBER 2013

BETWEEN.

- (1) **Britannica II S.à r.l.**, a société à responsabilité limitée organized and established under the laws of the Grand Duchy of Luxembourg ("Luxembourg") and with the status of a société de titrisation (securitisation company) within the meaning of the Luxembourg law dated 22 March 2004 on securitisation, as amended ("Luxembourg Securitisation Law"), whose registered office is at 11-13, Boulevard de la Foire L-1528 Luxembourg, with a share capital of GBP 12,500 and registered with Luxembourg Trade and Companies Register under number B132040 (the "Company"), acting in the name and on behalf of its Compartment Garsdale (the "Issuer"),
- (2) **CVI CVF II Master S à r.l.**, a société à responsabilité limitée incorporated and existing under the laws of the Grand Duchy of Luxembourg, with registered office at 11-13, boulevard de la Foire L-1528 Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B119271 ("LuxMaster 1"),
- (3) **CVF Lux Master S à r.l.**, a société à responsabilité limitée incorporated and existing under the laws of the Grand Duchy of Luxembourg, with registered office at 11-13, boulevard de la Foire L-1528 Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B151957 ("LuxMaster 2"),
- (4) **CVIC Lux Master S à r.l.** a société à responsabilité limitée incorporated and existing under the laws of the Grand Duchy of Luxembourg, with registered office at 11-13, boulevard de la Foire L-1528 Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B164791, ("LuxMaster 3")
- (5) **Lloyds Development Capital (Holdings) Limited**, a company incorporated under the laws of England and Wales, registered under number 01107542 whose registered office is at One, Vine Street, London W1J 0AH ("LDH"),
- (6) **LDC (Managers) Limited**, a company incorporated under the laws of England and Wales, registered under number 2495714 whose registered office at One, Vine Street, London W1J 0AH (LDC),
- (7) **Shirley Ann Johnson** of [REDACTED] ("SJ"),
- (8) **Philip Anthony George** of [REDACTED] ("PG"),
- (10) **Commercial First Business Limited** a company incorporated under the laws of England and Wales, registered under number 05289018, whose registered office is at 95 Jessop House, Jessop Avenue, Cheltenham, Gloucestershire GL50 3WG ("CFBL"),
- (11) **Colchester Funding Limited** a company incorporated under the laws of England and Wales, registered under number 04473317, whose registered office is at 95 Jessop House, Jessop Avenue, Cheltenham, Gloucestershire GL50 3WG ("CFL"),
- (12) **Commercial First DAC Limited** a company incorporated under the laws of England and Wales, registered under number 05207570, whose registered office is at 95 Jessop House, Jessop Avenue, Cheltenham, Gloucestershire GL50 3WG ("CFDAC"),
- (13) **Commercial First RF Limited** a company incorporated under the laws of England and Wales, registered under number 05664184, whose registered office is at 95 Jessop House, Jessop Avenue, Cheltenham, Gloucestershire GL50 3WG ("CFRF"),

- (14) **Deutsche Trustee Company Limited**, a company incorporated under the laws of England and Wales, registered under number 00338230, whose registered office is at Winchester House, 1 Great Winchester Street, London, EC2N 2DB (the "**Security Trustee**" which expression shall, where the context so admits, include all other persons for the time being acting as security trustee pursuant to this Deed of Charge),
- (15) **Deutsche Bank AG, London Branch**, a company duly organised and existing under the laws of Germany and acting through its London branch at Winchester House, 1 Great Winchester Street, London, EC2N 2DB (the "**Purchaser Agent**"),
- (and together, the "**Parties**")

WHEREAS.

- (A) The Issuer has been established under the laws of Luxembourg for the purpose of purchasing the rights, title, interest and benefit in certain assets from each of the Sellers,
- (B) The Issuer has entered into the Senior Loan Notes Purchase Agreement with, among others, the Original Purchaser, pursuant to which (inter alia) the Issuer as issuer has agreed to issue and the Original Purchaser has agreed to subscribe for, the Initial Senior Loan Note
- (C) This Deed secures and shall secure, among other things, all the obligations of the Issuer to the Secured Parties in respect of the Secured Obligations

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

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Words and expressions defined in the Senior Loan Notes Purchase Agreement (and including, for the avoidance of doubt, the Schedules thereto) dated on or around the date hereof and entered into between, inter alios, the Issuer and the Security Trustee (the "**Senior Loan Notes Purchase Agreement**") shall, except so far as the context otherwise requires or otherwise defined in this Deed, have the same meaning in this Deed (including, for the avoidance of doubt, the recitals) If there is any conflict or inconsistency between the definitions contained in this Deed and the Senior Loan Notes Purchase Agreement, the definitions in this Deed shall prevail

"**Assignments of Contracts Deeds**" means (i) the assignments of contracts deed between Romford and the Issuer and (ii) the assignment of contracts deed between Ilford and the Issuer, each as dated on or about the date of this Deed,

"**Benefit**" means in respect of any asset, agreement, property or right (each a "**Right**" for the purpose of this definition) held (either in trust or otherwise), assigned, conveyed, transferred, charged, sold or disposed of by any person shall be construed so as to include

- (a) all right, title, interest and benefit, present and future, actual and contingent (and interests arising in respect thereof) of such person in, to, under and in respect of such Right,
- (b) all monies and proceeds payable or to become payable under, in respect of, or pursuant to such Right and the right to receive payment of such monies and

proceeds and all payments made including, in respect of any bank account, all sums of money which may at any time be credited to such bank account together with all interest accruing from time to time on such money and the debts represented by such bank account,

- (c) the benefit of all covenants, undertakings, representations, warranties and indemnities in favour of such person contained in or relating to such Right,
- (d) the benefit of all powers of and remedies for enforcing or protecting such person's right, title, interest and benefit in, to, under and in respect of such Right, including the right to demand, sue for, recover, receive and give receipts for proceeds of and amounts due under or in respect of or relating to such Right, and
- (e) all items expressed to be held on trust for such person under or comprised in any such Right, all rights to deliver notices and/or take such steps as are required to cause payment to become due and payable in respect of such Right, all rights of action in respect of any breach of or in connection with any such Right and all rights to receive damages or obtain other relief in respect of such breach,

"Charged Property" means the assets and agreements of the Issuer and each Investor from time to time charged by the Issuer and each Investor under and in the manner set out in or pursuant to this Deed to secure the Secured Obligations,

"CFG" means a Commercial First Group Limited a company incorporated under the laws of England and Wales, registered under number 4461471, whose registered office is at 95 Jessop House, Jessop Avenue, Cheltenham, Gloucestershire GL50 3WG,

"CFML" means Commercial First Mortgages Limited a company incorporated under the laws of England and Wales, registered under number 04461486, whose registered office is at 95 Jessop House, Jessop Avenue, Cheltenham, Gloucestershire GL50 3WG ,

"CFML Originator Powers of Attorney" means (i) the power of attorney granted by CFML to Romford under the Romford OS Agreement and (ii) the power of attorney granted by CFML to Ilford under the Ilford OS Agreement,

"CFML MSA Powers of Attorney" means the powers of attorney granted by CFML in favour of the Issuer substantially in the form set out in the Mortgage Sale Agreements,

"Company" means Britannica II S a r l , a société a responsabilité limitée organized and established under the laws of the Grand Duchy of Luxembourg ("Luxembourg"), whose registered office is at 11-13, Boulevard de la Foire L-1528 Luxembourg, registered with Luxembourg Trade and Companies Register under number B132040,

"Collateral Deeds" means the mortgages, charges, standard securities, assignments in security and other deeds and documents which effect the Issuer's security over the Loan Collateral in relation to a Loan,

"Conditions" means, in relation to the Senior Loan Notes, the terms and conditions of the Senior Loan Notes contained in Exhibit C of the Senior Loan Notes Purchase Agreement and **"Condition"** means any one of them,

"Deed of Adherence" means the deed of adherence as defined in the Investment Agreement,

"Effective Date" means the date which is two Business Days following the Closing Date as notified to the Security Trustee by the Purchaser Agent,

"Encumbrance" means

- (a) a mortgage, charge, assignation in security, pledge, lien or other encumbrance securing any obligation of any person or any third party entitlement,
- (b) any arrangement under which money or claims to money, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person, or
- (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect,

"Enforcement Notice" means the Acceleration Notice as defined in Condition 8.2 (*Enforcement*) of the Terms and Conditions of the Senior Loan Notes,

"Existing CFM Collection Accounts Trusts" means (i) the trust declared by CFML in favour of Romford in clause 8.4 of the Romford OS Agreement, and (ii) the trust declared by CFML in favour of Ilford in the pursuant to clause 2 of the Ilford Account Bank Deed,

"Final Discharge Date" means the date on which the Security Trustee notifies the Issuer and the Secured Parties that it is satisfied that the Secured Obligations have been discharged in full,

"FSMA" means the Financial Services and Markets Act 2000,

"Ilford OS Agreement" means the origination and sale agreement dated 2 November 2004 between, *inter alios*, CFML and Ilford,

"Instruments" means the Detachable A Coupons as defined in clause 1 of each of the BMF3 Deed, BMF4 Deed, BMF5 Deed BMF6 Deed and BMF7 CFDAC Deed,

"Insurances" means the policies of insurance in which the Issuer has an interest from time to time,

"Investor" means each of LuxMaster 1, LuxMaster 2, LuxMaster 3, LDH, SJ, PG, CFBL, CFRF, CFDAC and CFL and any other person to whom any Issuer Shares, Issuer CPECs or any Issuer PECs are transferred in accordance with the Investment Agreement and who enter into a Deed of Adherence (together being the **"Investors"**),

"Issuer Covenants" means the covenants of the Issuer set out in clause 6 (*Covenants of the Issuer*) of the Senior Loan Notes Purchase Agreement,

"Issuer Shares" means, in relation to an Investor, all class B shares issued by the Issuer with a par value of one British Pound (GBP 1), which are legally and beneficially held by such Investor and

- (a) all rights relating to any of those shares which are deposited with or registered in the name of any depositary, custodian, nominee, clearing house or system, investment manager, chargee or similar person or their nominee, in each case whether on a fungible basis or not (including any rights against any such person), and

- (b) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest,

"Ilford" means Ilford Funding Limited (registered number 04473315) whose registered office is at Jessop House, Jessop Avenue, Cheltenham, Gloucestershire, GL50 3WG,

"Ilford Account Bank Deed" means the account bank deed dated 21 January 2011 between Ilford, Barclays Bank PLC and CFML,

"Issuer CPECs" means, in relation to an Investor

- (a) the convertible preferred equity certificates having a par value of GBP 1 each issued by the Issuer, the terms and conditions of which are attached to the Investment Agreement, which are legally and beneficially held by such Investor, and
- (b) all rights relating to any of those convertible preferred equity certificates which are deposited with or registered in the name of any depositary, custodian, nominee, clearing house or system, investment manager, chargee or similar person or their nominee, in each case whether on a fungible basis or not (including any rights against any such person), and
- (c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those convertible preferred equity certificates,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest,

"Issuer PECs" means in relation to an Investor

- (a) the preferred equity certificates having a par value of GBP 1 each issued by the Issuer, the terms and conditions of which are attached to the Investment Agreement, which are legally and beneficially held by such Investor, and
- (b) all rights relating to any of those preferred equity certificates which are deposited with or registered in the name of any depositary, custodian, nominee, clearing house or system, investment manager, chargee or similar person or their nominee, in each case whether on a fungible basis or not (including any rights against any such person), and
- (c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those preferred equity certificates,

"Issuer Warranties" means the representations and warranties given by the Issuer and set out in clause 4 (*Representations and Warranties of the Issuer*) of the Senior Loan Notes Purchase Agreement and **"Issuer Warranty"** means any of them,

"Liquidation" shall mean the event of any voluntary or involuntary liquidation, bankruptcy, dissolution or winding up of the affairs of the Issuer,

"Liabilities" means, any loss, liability, cost, claim, charge, award, indemnity, demand, expense, judgment, action, proceeding or other liabilities whatsoever including, without limitation, reasonable legal fees and any VAT charged or chargeable in respect of any of

the sums referred to in this definition (to the extent credit or repayment in respect of such VAT is not obtainable from any Tax Authority) and any other Taxes,

"Loan Agreement" means a loan agreement in respect of a Loan on the standard terms and conditions applicable to any Loans,

"Mortgage" means the first legal mortgage, standard security or charge of Property which is security for a Loan,

"Powers of Attorney" shall bear the meaning ascribed to such term in the SLNPA (excluding the CFML MSA Powers of Attorney) and including the Seller Power of Attorney,

"Post Enforcement Order of Priority" shall bear the meaning ascribed to such term in clause 12.3 hereof,

"Romford" means Romford Funding Limited (registered number 05037532) whose registered office is at Jessop House, Jessop Avenue, Cheltenham, Gloucestershire, GL50 3WG,

"Romford OS Agreement" the origination and sale agreement dated 30 September 2005 between, *inter alios*, CFML and Romford,

"Receivables" means

- (a) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by the Issuer from other persons or due or owing to the Issuer (whether actual or contingent and whether arising under contract or in any other manner whatsoever),
- (b) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and
- (c) all proceeds of any of the foregoing,

"Receiver" means any receiver, manager, receiver or manager, or administrative receiver appointed in respect of the Issuer or any of its assets by the Security Trustee in accordance with clause 13.7,

"Related Security" shall bear the meaning ascribed to such term in the Mortgage Sale Agreement,

"Relevant Contracts" has the meaning given to it in clause 3.1(b),

"Relevant Parties" means any Party which is also party to the Relevant Contracts,

"Scottish Declarations of Trust" means the declarations of trust granted by CFML in favour of the Issuer and the declarations of trust granted by CFBL in favour of the Issuer, each dated on or about the date hereof, in respect of the Scottish Loans, Mortgages and Related Security sold to the Issuer by Ilford Funding Limited and Romford Funding Limited pursuant to the Mortgage Sale Agreements and Scottish Declaration of Trust means any of them,

"Scottish Loan" means a Loan secured over Property in Scotland,

"Scottish Supplemental Charge" means the assignation in security granted by the Issuer in favour of the Security Trustee pursuant to Clause 5 (*Scottish Trust Security*) of this Deed in the form set out in Schedule 4 (*Form of Scottish Supplemental Charge*) hereto

"Secured Obligations" means all monies, obligations and other liabilities for the time being due or owing by the Issuer to the Secured Parties under or in connection with the Senior Loan Notes and/or the other Finance Documents,

"Secured Parties" means the Security Trustee, the Original Purchaser, any other Purchaser, each Senior Loan Noteholder, the Purchaser Agent, the Registrar and any Receiver,

"Security" means a mortgage, standard security, assignation in security, charge, pledge, lien or any other encumbrance or security interest of any kind (other than a lien arising in the ordinary course of business or by operation of law) or any other type of preferential arrangement (including title transfer and retention arrangements) having similar effect,

"Security Trustee Fees" means the fees duties, taxes and any additional remuneration payable by the Issuer to the Security Trustee in accordance with Clause 16 (*Fees, duties and taxes*),

"Security Trustee Liabilities" means any Liabilities due and payable by the Issuer to the Security Trustee (or any delegate, agent, attorney, custodian, nominee, or sub-trustee appointed by it under this Deed, including all fees payable to any such person) in accordance with the terms of this Deed together with any accrued interest due and payable in relation thereto in accordance with the terms of this Deed excluding Security Trustee Fees,

"Seller Power of Attorney" means the power of attorney given by Romford Funding Limited and Ilford Funding Limited in the Mortgage Sale Agreements,

"Sellers" means Commercial First Business Limited, Commercial First Mortgages Limited, Colchester Funding Limited, Commercial First DAC Limited and Commercial First RF Limited,

"Tax" shall be construed so as to include any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of any Tax Authority and **"Taxes"**, **"Taxation"**, **"Taxable"** and comparable expressions shall be construed accordingly,

"Tax Authority" means a taxing or other governmental (local or central), state or municipal authority (whether within or outside the United Kingdom) competent to impose a liability for or to collect Tax,

12 Principles of Interpretation and Construction

This Deed incorporates the Rules of Construction set out in the Senior Loan Notes Purchase Agreement as if they were set out in full in this Deed (with references therein to the Senior Loan Notes Purchase Agreement being construed as references to this Deed) In the event of any conflict between the provisions of this Deed and the Rules of Construction, the provisions of this Deed will prevail

1 3 Construction

In this Deed, except where the context otherwise requires

- (a) if the Security Trustee (acting reasonably) considers that an amount paid by the Issuer to a Secured Party and/or the Security Trustee and/or the Receiver under or pursuant to the Finance Documents or this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of the Issuer or otherwise and that there is a reasonable prospect of such proceedings occurring and of such payment being so avoided or set aside, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed,
- (b) 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,
- (c) this Deed means this Deed of Charge and all the schedules hereto (as amended, modified and/or supplemented from time to time in accordance with the provisions set out herein) and each other document or deed entered into pursuant hereto (as amended, modified and/or supplemented from time to time as aforesaid) and expressed to be supplemental hereto,
- (d) a reference to the "Charged Property" will be construed as a reference to the property, assets, undertakings, rights or agreements charged or assigned pursuant to this Deed, and
- (e) a reference to the "Security" will be construed as a reference to any mortgage, charge, assignment or assignation by way of security or any other Encumbrance or security interest or security arrangement whatsoever created by or pursuant to this Deed, and any further security hereunder will be construed accordingly

2 COVENANT TO PAY

- 2 1 The Issuer covenants with and undertakes to the Security Trustee (for the Security Trustee's own account and as Security Trustee for the Secured Parties) that it will duly, unconditionally and punctually pay or discharge the Secured Obligations in the manner provided in the Senior Loan Notes, this Deed and the other Finance Documents provided that, in the event that payment of the Secured Obligations is not made in full, the liability of the Issuer under this Clause 2 1 shall be satisfied solely by the application of the monies realised on enforcement of the security granted by each of the Issuer and the Investors under this Deed in accordance with the Post Enforcement Order of Priority

3 ISSUER'S SECURITY

- 3 1 Subject to Clause 3 5, the Issuer, by way of first fixed security for the payment or discharge of the Secured Obligations in respect of the transactions contemplated in the Finance Documents, with full title guarantee or, in the case of assets situated in Scotland or otherwise subject to Scots law, with absolute warrandice or, in the case of assets situated in Northern Ireland or otherwise subject to the laws of Northern Ireland, as beneficial owner, hereby

- (a) charges by way of first fixed charge all its right, title, interest and benefit, present and future, in, under and to
 - (i) all Receivables,

- (ii) the Instruments and all its right, title, interest and benefit, present and future, in and to all rights, moneys, powers and property whatsoever which may from time to time and at any time be distributed or derived from, or accrue on or relate to the Instruments in any way whatsoever including all rights (whether direct or indirect) against any clearing system or the operator thereof, nominee, depository bank, broker, custodian or other intermediary in respect thereof and all rights to receive payment of any amounts which may become payable to the Issuer thereunder and all payments received by the Issuer thereunder and also including, without limitation, all rights to serve notices and/or make demands and/or otherwise act thereunder and pursuant thereto and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof,
- (iii) any other bank account in England and Wales in which the Issuer may at any time have or acquire any Benefit and in all sums of money which may now be or hereafter are from time to time standing to the credit of such accounts together with all interest accruing from time to time thereon and the debts represented thereby,
- (iv) the Benefit of
 - (1) the Loan Agreements and Collateral Deeds,
 - (2) the CFDAC Trust Assets,
 - (3) the CFL Trust Assets,
 - (4) the CFML Trust Assets,
 - (5) the CFRF Trust Assets,
 - (6) the Insurances,
 - (7) all Related Security, and
 - (8) all licences, consents, agreements and authorisations held or utilised by the Issuer companies in connection with its business or the use of any of its assets,
- (b) conveys, transfers and assigns absolutely, subject to a proviso for re-assignment on redemption (or, to the extent not assignable, charges by way of a first fixed charge), to and in favour of the Security Trustee the Benefit under each Finance Document (other than the Luxembourg Pledge Agreement) to which the Issuer is, or may become, a party including
 - (i) the Senior Loan Notes Purchase Agreement,
 - (ii) each Senior Loan Note,
 - (iii) the Asset Sale and Trust Documents,
 - (iv) the Servicing Agreements,
 - (v) the Custody Agreement,

- (vi) the Investment Agreement,
- (vii) Account Bank Deed
- (viii) Powers of Attorney,
- (ix) Assignment of Contracts Deeds, and
- (x) any other document designated as a Finance Document by the Purchaser Agent and the Issuer,

(together, the "**Relevant Contracts**"), including all rights to receive payment of any amounts which may become payable to the Issuer thereunder and all payments received by the Issuer thereunder including all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereto, and

- (c) the proceeds of any of the foregoing,

TO HOLD the same unto the Security Trustee for its own account and as security trustee for the Secured Parties

3 2 Issuer floating charge

Subject to Clause 3 5, as security for the payment and discharge of the Secured Obligations, the Issuer with full title guarantee (or in relation to the Issuer's rights and assets situated in Scotland or otherwise governed by Scots law, with absolute warrandice, or in relation to the Issuer's rights and assets situated in Northern Ireland or otherwise governed by the laws of Northern Ireland, as beneficial owner) charges to the Security Trustee by way of first floating charge the whole of its undertaking and assets, present and future, without prejudice and in addition to any assets validly and effectively charged or assigned (whether at law or in equity or otherwise) by way of fixed security under the laws of England and Wales or Scotland or Northern Ireland or of the jurisdiction in which that asset is situated or the law of which governs the rights to that asset pursuant to this Deed,

TO HOLD the same unto the Security Trustee for its own account and as security trustee for the Secured Parties The floating charge created by this clause 3 2 is a qualifying floating charge for the purpose of Schedule B1, paragraph 14(2)(a) of the Insolvency Act 1986 and Schedule B1, paragraph 15(2)(a) of the Insolvency (Northern Ireland) Order 1989 and paragraph 14 of Schedule B1 of the Insolvency Act 1986 and paragraph 15 of Schedule B1 of the Insolvency (Northern Ireland) Order 1989 shall apply to this Deed

3 3 Priority

- (a) Any fixed Security created by the Issuer and subsisting in favour of the Security Trustee will (save as the Security Trustee may otherwise declare at or after the time of its creation) have priority over the floating charge created by clause 3 2 (*Issuer floating charge*)
- (b) Any Security created in the future by the Issuer (except in favour of the Security Trustee) will be expressed to be subject to this Deed and will rank in order of

priority behind the charges created by or pursuant to this Deed and behind any security or liens under the Custody Agreement

3 4 Notice

- (a) By executing this Deed, the Issuer hereby notifies the Relevant Parties that are a party to this Deed of the security interest created by clause 3 1 (Issuer's Security) of this Deed and each of those Relevant Parties hereby acknowledge the assignments, charges and other security interests made or granted by the foregoing provisions of this clause 3 and undertakes to the Security Trustee not to do anything inconsistent with the security given under this Deed or knowingly to prejudice the Security Trustee's security or injure the property charged or assigned hereby or to recognise the exercise by the Issuer of any right to vary or terminate any agreement so assigned unless the prior written consent of the Security Trustee has been obtained thereto provided that, without prejudice to clause 12 (Enforcement), nothing herein shall be construed as limiting the rights exercisable by the aforesaid parties or complying with their respective obligations in accordance with the terms of their respective agreements with the Issuer,
- (b) The Issuer undertakes that it shall upon the execution of this Deed (and in the case of any Finance Document designated as such after the date of this Deed (a "**Future Finance Document**"), on the date of such designation) give notice to the Standby Special Servicer, the Servicer, Ilford Funding Limited and Romford Funding Limited and any party to a Future Finance Document in substantially the form of Part 1A of Schedule 5 (Form of Notices and acknowledgements of assignment) and shall procure delivery to the Security Trustee of an acknowledgement from each of the addressees of such notices in the relevant form(s) set out in Part 1B of Schedule 5

3 5 Rights of the Issuer Custodian

The Parties hereby acknowledge the Issuer Custodian's prior ranking rights of security, lien and set-off as set out in clause 13 of the Custody Agreement and any reference in this Deed to a first security or charge or any title guarantee (or equivalent) shall be qualified accordingly

4 INVESTOR'S SECURITY

4 1 Investment Agreement

Each Investor, by way of first fixed security for the payment or discharge of the Secured Obligations in respect of the transactions contemplated in the Finance Documents, with full title guarantee and subject to clause 6 (Declaration of Trust) hereby conveys, transfers and assigns to and in favour of the Security Trustee all its rights, title, interest and benefit, present and future, in, under and to the Benefit of the Investment Agreement (but not, for the avoidance of doubt, any of its rights, title, interest and benefit, present and future, in, under and to the Issuer Shares or the Issuer CPECs or the Issuer PECs or the Benefit of any of them), including all rights to receive payment of any amounts which may become payable to such Investor thereunder and all payments received by such Investor thereunder including all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereto,

TO HOLD the same unto the Security Trustee for its own account and as security trustee for the Secured Parties

4 2 Priority

Any Security created in the future by each Investor in respect of the Investment Agreement (except in favour of the Security Trustee) will be expressed to be subject to this Deed and will rank in order of priority behind the charges created by or pursuant to this Deed

4 3 Notice

- (a) By executing this Deed, each Investor hereby notifies the Issuer and each other Investor of the security interest created by clause 4 1 (*Investment Agreement*) of this Deed and the Issuer and each Investor hereby acknowledge the assignment and other security interests made or granted by the foregoing provisions of this clause 4, and
- (b) Each Investor undertakes that it shall upon the execution of this Deed give notice to CFML in substantially the form of Part 1A of Schedule 6 (Form of Notices and acknowledgements of assignment relating to Investor security) and shall procure delivery to the Security Trustee of an acknowledgement from each of the addressees of such notices in the relevant form(s) set out in Part 1B of Schedule 6

5 SCOTTISH TRUST SECURITY

- 5 1 As security for the payment or discharge of the Secured Obligations, the Issuer undertakes to execute and deliver to the Security Trustee on the date hereof a Scottish Supplemental Charge substantially in the form set out in Schedule 4 (Form of Scottish Supplemental Charge) in respect of the Issuer's beneficial interest in and under the Scottish Declarations of Trust and the Security Trustee authorises and instructs the Issuer to intimate and give notice of the assignment in security made thereunder as provided therein
- 5 2 The Issuer undertakes to the Security Trustee at the time of delivery of the Scottish Supplemental Charge under the terms of sub-clause 5 1 simultaneously to deliver to the Security Trustee the Scottish Declarations of Trust specified therein and to take all steps as are necessary to give effect to the Scottish Supplemental Charge
- 5 3 Upon the delivery to it of any Transfer of Scottish Loans and related Mortgages pursuant to clause 5 (Perfection of Title) of the Mortgage Sale Agreements, as security for the payment or discharge of the Secured Obligations, the Issuer undertakes to execute and deliver to the Security Trustee a standard security and (if required by the Security Trustee) an assignment in security (in a form to be agreed between the Issuer and the Security Trustee) in respect of the Issuer's whole right title and interest in and to all of Mortgages and the Scottish Loans secured thereby to which the Issuer is beneficially entitled in terms of such Transfer
- 5 4 If and when called upon to do so by the Security Trustee following an Event of Default (but subject to the provisions of the Mortgage Sale Agreements) to take all such steps as are necessary to perfect legal title to the Mortgages referred to in clause 5 3 above, including without limitation, registration and recording of the Issuer as heritable creditor under such Mortgages in the Registers of Scotland

6 DECLARATION OF TRUST

The Security Trustee hereby declares itself a trustee of the covenants, undertakings, charges, assignments, assignations and other security interests made or given or to be made or given under or pursuant to this Deed or another Finance Document for itself and each Secured Party and in respect of the Secured Obligations owed to them respectively

7 CRYSTALLISATION OF FLOATING CHARGE

7 1 Crystallisation by notice

The Security Trustee may at any time by notice in writing to the Issuer (so far as permitted by applicable law) convert the floating charge created by clause 3 2 (*Issuer floating charge*) into a fixed charge with immediate effect as regards any asset comprised within the floating charge created by clause 3 2 (*Issuer floating charge*) and specified in the notice if

- (a) an Event of Default is continuing,
- (b) the Security Trustee reasonably considers that any Charged Property may be in danger of being seized or sold pursuant to any form of legal process or otherwise in jeopardy, or
- (c) the Security Trustee reasonably considers that it is desirable to protect the priority of the Security constituted by or pursuant to this Deed

If no assets are specified in a notice given pursuant to this clause 7 1, it will take effect over all the assets comprised within the floating charge created by clause 3 2 (*Issuer floating charge*)

7 2 Automatic crystallisation

The floating charge created by clause 3 2 (*Issuer floating charge*) will automatically (so far as permitted by applicable law) (without notice to the Issuer) be converted into a fixed charge with immediate effect as regards all assets subject to the floating charge if

- (a) the Issuer creates Security over any asset comprised within the floating charge created by clause 3 2 (*Issuer floating charge*) other than pursuant to this Deed or another Finance Document or attempts to do so or any such asset is disposed of contrary to the provisions of clause 6 (Covenants of the Issuer) of the Senior Loan Notes Purchase Agreement,
- (b) any person creates a trust over any such asset other than as contemplated by or pursuant to a Finance Document,
- (c) any person levies or attempts to levy any distress, execution, diligence, sequestration or other process against any such asset,
- (d) an Insolvency Event in respect of the Issuer has occurred, or
- (e) an Enforcement Notice has been served

Nothing in this clause 7 2 will affect the crystallisation of the floating charge created by the Issuer under applicable law and, for the avoidance of doubt, the floating charge created by clause 3 2 (*Issuer floating charge*) may not be converted into a fixed charge solely by reason of

- (i) the obtaining of a moratorium, or
- (ii) anything done with a view to obtaining a moratorium under the UK Insolvency Act 2000 or the Insolvency (Northern Ireland) Order 1989 (as amended)

7.3 Future floating charge assets

Except as otherwise stated in any notice given under clause 7.1 (*Crystallisation by notice*) or unless that notice relates to all its assets comprised within the floating charge created by clause 3.2 (*Issuer floating charge*), prospective assets acquired by the Issuer after crystallisation has occurred under clause 7.1 (*Crystallisation by notice*) or 7.2 (*Automatic crystallisation*) will become subject to the floating charge created by clause 3.2 (*Issuer floating charge*) so that the crystallisation will be effective only as to the relevant assets in existence and owned by the Issuer at the date of crystallisation

7.4 Reconversion

Any charge which has crystallised under clause 7.1 (*Crystallisation by notice*) or 7.2 (*Automatic crystallisation*) may, by notice in writing given at any time by the Security Trustee to the Issuer (and so far as permitted by applicable law), be reconverted into a floating charge in relation to the assets specified in that notice

8 RELEASE OF CHARGED PROPERTY, CONTINUITY OF SECURITY AND NO TRANSFER OF OBLIGATIONS

8.1 Redemption

Upon proof being given to the satisfaction of the Security Trustee as to the irrevocable and unconditional payment or discharge in full by the Issuer of all of the Secured Obligations the Security Trustee will, at the request and cost of the Issuer or any Investor (as the case may be), and with the other protections afforded by this Deed, but without being responsible for any loss, costs, claims or liabilities whatsoever occasioned by so acting upon such request or relying upon such proof, take whatever action is necessary to release the Charged Property from the Security to, or to the order of, the Issuer or any Investor (as the case may be)

8.2 Release on the Effective Date

The Parties hereby instruct the Security Trustee, upon written notification of the occurrence of the Effective Date by the Purchaser Agent (and at the sole cost and expense of the Issuer, and without the Security Trustee being responsible for any loss, costs, claims or liabilities whatsoever occasioned by so acting) to release from the security created by this Deed its rights over the Assignments of Contracts Deeds in so far as they relate to the following

- (a) the CFML Originator Powers of Attorney, and
- (b) the Existing CFM Collection Account Trusts

8.3 Continuity of Security

This Deed shall be a continuing security for the Secured Parties, notwithstanding any intermediate payment or settlement of any part of the Secured Obligations or other matter whatever and shall be in addition to and shall not prejudice or be prejudiced by any right

of set-off, combination, lien or other rights exercisable by any Secured Party against the Issuer or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by any Secured Party for any of the Secured Obligations

8.4 No Transfer of Obligations

Notwithstanding anything else in this Deed, it is hereby agreed that the Security Trustee does not assume, nor shall the Security Trustee be obliged to perform, any obligations of any other party to this Deed or the other Finance Documents or of the Issuer or any Investor in respect of the Security and nothing in this Deed shall be construed so as to transfer any of such obligations to the Security Trustee

9 FURTHER ASSURANCE

9.1 Further assurance

The Issuer and each Investor will promptly do all such acts or execute all such documents (including any supplemental deed of charge in respect of any security created over any new assets, assignments, assignations, transfers, mortgages, standard securities, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s))

- (a) to perfect, protect or enhance the Security created or intended to be created by it in respect of the relevant Charged Property (which may include the execution by the Issuer or any Investor, as the case may be, of a mortgage, standard security, sub-security, assignation, charge, or assignment, legal or equitable, over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of any rights relating to those assets,
- (b) to confer on the Security Trustee Security over any property and other assets of the Issuer located in any jurisdiction outside England and Wales and Scotland and Northern Ireland equivalent or similar to the Security intended to be conferred by or pursuant to this Deed,
- (c) to give or join in giving or procure the giving of such notices to such persons all in such form as the Security Trustee or the Receiver may properly and reasonably require from time to time, and
- (d) at any time after the Security constituted by or pursuant to this Deed has become enforceable, to execute and do all such documents, assurances, acts and things as the Security Trustee may properly and reasonably require for facilitating the realisation of the Charged Property and the exercise of all powers, authorities and discretions vested in the Security Trustee or in any Receiver of the Charged Property pursuant to this Deed or any part thereof or carry out any other actions required to facilitate the realisation of the relevant Charged Property
- (e) For the purposes of this clause 9.1 a certificate in writing signed by the Security Trustee to the effect that any particular assurance or thing required by it is reasonably required will be conclusive evidence of that fact

9.2 Necessary action

The Issuer and each Investor will take all such action (including making all filings and registrations) as may be necessary and requested by the Security Trustee for the purpose

of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred by it on the Security Trustee by or pursuant to this Deed

9 3 Consents

The Issuer or each Investor, as applicable, will use reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Trustee) as soon as possible any consents necessary to enable the assets of the Issuer to be the subject of an effective fixed charge assignment, assignation in security or other security interest pursuant to clause 3 (*Issuer's Security*) or clause 5 (*Scottish Trust Security*) or, as the case may be, to enable both the Investment Agreement to be the subject of an effective charge pursuant to clause 4 (*Investor's Security*) and, immediately upon obtaining any such consent, the asset concerned will become subject to such Security (and, until such time, the provisions of clauses 3 (*Issuer's Security*), 4 (*Investor's Security*) and clause 5 (*Scottish Trust Security*) of this Deed shall be construed subject to this clause 9 3) and the Issuer or each Investor as the case may be, will promptly deliver a copy of each consent to the Security Trustee

9 4 Implied covenants for title

The obligations of the Issuer under this Deed will be in addition to the covenants for title deemed to be included in this Deed by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 and Section 7 of the Conveyancing Act 1881

10 COVENANTS AND WARRANTIES OF THE ISSUER

10 1 Trustee powers of attorney

Immediately upon the execution of this Deed, the Issuer will execute and deliver to the Security Trustee the power of attorney in or substantially in the form set out in Schedule 1 Part 1A (*Form of Security Power of Attorney from the Issuer to the Security Trustee*)

10 2 Representations and warranties

The Issuer gives certain representations and warranties to the Security Trustee on the terms set out in the Issuer Warranties. In addition, the Issuer warrants to the Security Trustee it has taken all necessary steps to enable it to charge or assign as security the property charged or assigned by or pursuant to clause 3 (*Issuer's Security*) and clause 5 (*Scottish Trust Security*) and that it has taken no action or steps to prejudice its right, title and interest in and to the property charged or assigned by or pursuant to clause 3 (*Issuer's Security*) and clause 5 (*Scottish Trust Security*)

10 3 Covenants

- (a) The Issuer shall ensure that the charges or assignations in security created hereunder or pursuant hereto will at all times be a legally valid and binding (and subject to the security interests created under the Custody Agreement) first fixed security interest or assignation in security (as applicable) over the Charged Property (other than the Custodian) ranking in priority to the interests of any liquidator, administrator or creditor of the Issuer,
- (b) The Issuer shall promptly deliver to the Security Trustee all such information concerning the Charged Property as the Security Trustee may reasonably request in writing from time to time,

- (c) The Issuer shall advise the Security Trustee promptly, in reasonable detail, of (i) any material Security or claim granted in connection with or made by or asserted against any or all of the Charged Property, (ii) any steps taken or legal proceedings started or threatened against it for its winding-up, dissolution, administration or re-organisation or for the appointment of a liquidator, receiver, administrator, administrative receiver, trustee or similar officer of it or of all or any of its assets or revenues, and (iii) the occurrence of any other event which would have a material adverse effect on the aggregate value of the Charged Property or on the liens with respect to such Security created hereunder,
- (d) The Issuer will pay when due any monies or liabilities payable by it in respect of the Charged Property,
- (e) The Issuer shall procure that all payments due to the Issuer under the Asset Sale Documents are made, and where any payments are outstanding, the Issuer will take all steps permitted in accordance with the terms of the Asset Sale Documents to ensure that such payments are made,
- (f) The Issuer covenants with the Security Trustee on the terms of the Issuer Covenants. In addition, the Issuer shall furnish the Security Trustee with copies of such notices, information or reports regarding the Issuer or the Issuer Shares or Issuer CPECs or Issuer PECs at the same time as the same are furnished or dispatched to the Issuer's shareholder(s) and holders of Issuer CPECs and holders of Issuer PECs

10.4 No release from obligations

So long as any of the Secured Obligations owed by the Issuer remain outstanding, the Issuer will not, without the prior written consent of the Security Trustee, permit any party to any of the Finance Documents to be released from such obligations, except as may be permitted by this Deed or the terms of such Finance Documents

11 COVENANTS AND WARRANTIES OF EACH INVESTOR

11.1 Trustee powers of attorney

Immediately upon the execution of this Deed, each Investor will execute and deliver to the Security Trustee the power of attorney in or substantially in the form set out in Schedule 1 Part 1B (*Form of Security Power of Attorney from the Investors to the Security Trustee*)

11.2 Representations and warranties

- (a) Each Investor represents and warrants to the Security Trustee that it is the beneficial owner of and has full right and title to the Benefit of (1) the Investment Agreement, (2) the Issuer Shares, (3) Issuer CPECs and (4) the Issuer PECs and that such assets are free from any Encumbrance of any kind (other than the Encumbrance created by this Deed or as otherwise permitted by a Finance Document) and that the Issuer Shares, Issuer CPECs and Issuer PECs are not subject to any option
- (b) LuxMaster 1, LuxMaster 2 and LuxMaster 3 hereby represents, warrants and agrees to and with the Security Trustee that, as of the date hereof

- (i) the place of central administration (*siège de l'administration centrale*), the place of effective management (*siège de direction effective*) and (for the purposes of The Council of the European Union Regulation No 1346/2000 on Insolvency Proceedings (the "**Regulation**")), the centre of main interest of each of LuxMaster 1, LuxMaster 2 and LuxMaster 3 (as that term is used in Article 3(1) of the Regulation) is located at the place of its registered office (*siège statutaire*) in Luxembourg and it has no "establishment" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction, and
 - (ii) it does not maintain a branch or have a place of business in Great Britain and is not required to be registered at the Companies Registry pursuant to the Overseas Companies Regulations 2009,
- (c) LDH represents and warrants to the Security Trustee that (i) its "centre of main interests", as that term is used in Article 3(i) of the Regulation, is in England and Wales, (ii) it is able to pay its debts as they fall due and the value of its assets is not less than its liabilities (taking into account contingent and prospective liabilities), and (iii) no administrator, receiver, liquidator or similar official has been appointed with respect to it or a material part of its assets and no action or proceedings for such appointment is pending,
- (d) Each of SJ and PG represents and warrants to the Security Trustee that (i) his "centre of main interests", as that term is used in Article 3(i) of the Regulation, is in England and Wales, (ii) he is able to pay his debts as they fall due, and (iii) no receiver, trustee or similar officer has been appointed in respect of any of his respective property or assets and no action or proceedings have been commenced or are threatened or are pending for the making of a bankruptcy, interim or debt relief order against him, and
- (e) The representation and warranty of each of the Investors contained in Clause 11 2(a), (b), (c) and (d) shall be deemed to be repeated by each Investor as applicable on and as of the date of this deed of charge and on each Settlement Date until the Final Discharge Date, in each case, as if made with reference to the facts and circumstances existing on each such date

11 3 Negative covenants of each Investor

Each Investor hereby covenants and undertakes, in favour of the Security Trustee that it will (except with the prior written consent of the Security Trustee (acting on the direction of the Purchaser Agent))

- (a) not create or permit the creation, subsistence or occurrence of any Encumbrance or any other right in the Investment Agreement (other than the Encumbrance created by this Deed or otherwise permitted by a Finance Document), the Issuer Shares or the Issuer CPECs or Issuer PECs,
- (b) not receive or demand from the Issuer any payment, redemption or repayment, or any dividend or distribution in respect or on account of the Investment Agreement, the Issuer Shares or the Issuer CPECs or Issuer PECs in cash or in kind or apply any money or property in or towards discharge of the obligations created thereunder, other than as permitted in accordance with the Finance Documents,

- (c) not, by voting, or indirectly, by abstaining from voting or not attending shareholders meetings cause the memorandum and articles of association of the Issuer to be amended or changed,
- (d) not by voting, or indirectly by abstaining from voting or not attending shareholder meetings, take or permit the taking of any action whereby the rights attaching to all Issuer Shares or Issuer CPECs or Issuer PECs are amended or further Issuer Shares or Issuer CPECs or Issuer PECs are issued,
- (e) not vote for any resolution for termination, merger, division, liquidation or winding-up of the Issuer or the Company (including a voluntary Liquidation) unless the liquidation or winding-up is required by law, or for any resolution for the commencement of insolvency proceedings against the Issuer or other similar proceedings which may adversely affect the effectiveness or value of the Security (unless required by law),
- (f) not petition for filing of a petition or answer seeking reorganisation, liquidation, dissolution, winding up, administration or similar relief under any statute, law or regulation of the Issuer or the Company,
- (g) not apply for any order for an injunction or specific performance in respect of, or commence, or threaten to commence, any legal action against, the Issuer other than in respect of or in a situation contemplated by a Finance Document or any related document or agreement,
- (h) not take or fail to take any action whereby the subordination (to the Secured Obligations) of all or any part of the obligations owed by the Issuer to the Investor might be terminated, impaired or adversely affected,
- (i) not sell, assign, transfer, charge, encumber or otherwise dispose of the (i) Issuer Shares or Issuer CPECs or Issuer PECs (ii) any interest therein, (iii) the Benefit of any amounts outstanding in respect of any loans made to the Issuer by it other than in each case as permitted under the Investment Agreement and further provided that on assignment or transfer the relevant transferee or assignee (as the case may be) becomes a party or otherwise accedes to this Deed,
- (j) not do or cause or permit to be done anything which will, or could be reasonably expected to, adversely affect the Investment Agreement or the rights of the Security Trustee or any other Secured Party hereunder or which in any way would be reasonably likely to jeopardise or be inconsistent with the terms of the Encumbrances created under or pursuant to this Deed,
- (k) not grant any approvals pursuant to clause 3.3 of the Investment Agreement, and
- (l) not make any amendment, modification, variation, supplement or change to the Investment Agreement which could reasonably be expected to have a Material Adverse Effect

11.4 Positive covenants of each Investor

Each Investor shall

- (a) ensure that the representations contained in Clause 11.2 given by it remain true (by reference to the facts and circumstances then existing),

- (b) promptly furnish the Security Trustee with such information or reports regarding the Issuer Shares and/or Issuer CPECs and/or Issuer PECs as the Security Trustee may reasonably request of it from time to time,
- (c) promptly and duly execute and deliver to the Security Trustee, at the Investor's own expense, such further documents and assurances and take such further action as the Security Trustee acting as agent for the Secured Parties may from time to time reasonably request of it in order to carry out the intent and purpose of this Deed and protect the rights and remedies created or intended to be created in favour of the Security Trustee on behalf of the Secured Parties hereunder, and
- (d) upon any transfer or assignment by such Investor of Issuer Shares or Issuer CPECs or PECs as permitted pursuant to the terms of this Deed, procure that the relevant transferee or assignee (as the case maybe) becomes a party or otherwise accedes to this Deed by executing an accession undertaking (in a form acceptable to the Security Trustee (acting reasonably)) (an "**Accession Undertaking**") and provided that,

upon acceptance by the Security Trustee of an Accession Undertaking pursuant to sub-paragraph (d) of this clause 11.4

- (i) the relevant Investor ceasing to hold any Issuer CPECs or Issuer Shares or Issuer PECs shall be discharged from further obligations towards the other parties to this Deed (including, for the avoidance of doubt, the Security Trustee) or any other Secured Party and their respective rights against one another shall be cancelled (except in respect of any antecedent breaches of the terms of this Deed),
 - (ii) the Security Trustee will, at the request and cost of such Investor, but without being responsible for any loss, costs, claims or liabilities whatsoever occasioned by so acting upon such request, take whatever action is necessary to release such Investor's Charged Property from the Security to, or to the order of, such Investor, and
 - (iii) as from that date, the relevant transferee or assignee and new holder of such Issuer CPECs and/or Issuer Shares and/or Issuer PECs shall assume the same obligations as if it had been an original party to this Deed as an Investor
- (e) CFDAC, CFRF, CFL and CFBL shall (i) retain a material net economic interest in the Assets which were originated by it an amount at least equal to at least 5% (or such higher percentage, if any, as may be required from time to time under Paragraph 1 of Article 122a ("**Article 122a**") of Directive 2006/48/EC (as amended by Directive 2009/111/EC) (the "**CRD**") or the corresponding law or rules of any applicable jurisdiction or the CRR) of the value of the relevant Assets in accordance with the text of Article 122a(1)(d) (taking into account the CRR and the EBA Consultation Paper) or, on and from 1 January 2014, the CRR and, (ii) not change the manner in which it retains such net economic interest, except to the extent permitted under Paragraph 1 of Article 122a or the CRR, and (iii) not enter into any credit risk mitigation, short position or any other credit risk hedge with respect to such net economic interest, except to the extent permitted under Paragraph 1 of Article 122a or the CRR
- (f) For the purposes of this paragraph

- (g) "CRR" means Article 394-399 of the Capital Requirements Regulation which replaces Article 122a of the CRD in its entirety with effect on and from 1 January 2014, and
- (h) "EBA Consultation Paper" means the European Banking Authority's consultation paper published on 22 May 2013 on the Draft Regulatory Technical Standards and the Draft Implementing Technical Standards in respect of Article 394-399 of the Capital Requirements Regulation (the "CRR")

11 5 No release from obligations

So long as any of the Secured Obligations owed by the Issuer remain outstanding, the Investor will not, without the prior written consent of the Security Trustee, permit any party to any of the Finance Documents to be released from such obligations, except as may be permitted by this Deed or the terms of such Finance Documents

12 ENFORCEMENT

12 1 Pre-Enforcement

Notwithstanding the Security created by or pursuant to this Deed, but subject to clause 12 3 (*Post-Enforcement*), the Security Trustee on behalf of the Secured Parties hereby agrees with the Issuer that all payments by the Issuer will be made in accordance with the Order of Priority set out in the Senior Loan Notes Purchase Agreement

12 2 Enforcement

At any time after the Security constituted by this Deed has become enforceable in accordance with clause 13 3, the Security Trustee may, at its absolute discretion and shall, subject to clauses 13 20 and 19 6 (*Security Trustee not obligated to act*), if directed by the Purchaser Agent (on behalf of the relevant Purchaser or Purchasers) or the relevant Purchaser(s) in each case pursuant to clause 13(c) of the Senior Loan Notes Purchase Agreement, take such steps as it may think fit to enforce the Security in each case save that the Security Trustee is bound to apply the proceeds of enforcement in accordance with the Post Enforcement Order of Priority as provided in clause 12 3 (*Post-Enforcement*) Notwithstanding the security rights created by or pursuant to this Deed, the Security Trustee agrees, and the Issuer concurs, that, from the time of the giving of an Enforcement Notice

- (a) all amounts received by it will be applied in accordance with the Post Enforcement Order of Priority set out in clause 12 3 (*Post-Enforcement*) (in each case only if and to the extent that funds are available and payments of a higher priority have been made in full) or as otherwise permitted by the provisions of this Deed that are applicable after the security constituted by or pursuant to this Deed has become enforceable, and
- (b) if not already so converted, the Security Trustee may, by notice in writing to the Issuer (so far as permitted by applicable law), for the benefit of itself and the other Secured Parties, convert the floating charge created by Clause 3 2 (*Issuer Floating Charge*) into specific fixed charges of the assets then secured thereby

12 3 Post-Enforcement

Following the service of an Enforcement Notice, the Security Trustee is required to notify all Secured Parties (of which it has notice details in the Finance Documents) and apply all

moneys received or recovered by it under this Deed and available for distribution in or towards the satisfaction of the amounts and in the order of priority set out below. All amounts standing to the credit of the Issuer Account will be applied on each Settlement Date after the service of an Enforcement Notice in accordance with the following order of priority (the "**Post Enforcement Order of Priority**") in each case only to the extent that all payments or provisions of a higher priority due to be paid or provided for on such Settlement Date have been made in full

- (a) *first*, in any payment of any Tax owing by the Issuer to any Tax Authority (excluding, for the avoidance of doubt, any Taxes relating to the Company or any other compartment of the Company) accrued and unpaid,
- (b) *second, pari passu and pro rata* according to the respective amounts thereof
 - (i) to any Receiver, any Liabilities due and payable by the Issuer to any Receiver in accordance with this Deed together with interest accrued and due as provided in this Deed,
 - (ii) to the Security Trustee, the Security Trustee Fees and the Security Trustee Liabilities,
 - (iii) to any Receiver, all remuneration due to the Receiver in accordance with the terms of his appointment and this Deed,
 - (iv) (if applicable) any fees, costs and expenses payable in connection with the liquidation and winding-up of the Issuer,
- (c) *third, pari passu and pro rata* according to the respective amounts thereof
 - (i) to the Registrar, any fees, costs and expenses due and payable by the Issuer to the Registrar in accordance with the Senior Loan Notes Purchase Agreement,
 - (ii) to the Issuer Custodian, any fees, costs and expenses due and payable by the Issuer to the Issuer Custodian in accordance with the Custody Agreement, and
 - (iii) for payment of any other Senior Costs (to the extent not included in paragraphs (a), (b) and (c)(i) and (ii) above) *pari passu and pro rata* according to the respective amounts thereof,
- (d) *fourth*, to the Senior Loan Noteholders, in repayment of the Senior Loan Notes on a *pro rata* and *pari passu* basis until all amounts due in respect of the Senior Loan Notes have been paid in full, and
- (e) *fifth*, to the Issuer for distribution under and in accordance with the Investment Agreement

12.4 Ranking and subordination

The Issuer acknowledges and agrees that

- (a) the CPECs and PECs (as defined in the Investment Agreement) shall rank subordinate to the Senior Loan Notes, and

- (b) until satisfaction in full of the Secured Obligations, all payments in respect of the CPECs and PECs (as defined in the Investment Agreement) will be payable by the Issuer subject to and in accordance with the Order of Priority or the Post Enforcement Order of Priority (as applicable)

12 5 Financial collateral/right of appropriation

- (a) The Security Trustee may, on or at any time after the security constituted by or pursuant to this Deed becomes enforceable, by notice in writing to the Issuer, appropriate with immediate effect any of the Charged Property comprising financial collateral which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Arrangements (No 2) Regulations 2003) and apply it in or towards the discharge of the Secured Obligations in accordance with the Post Enforcement Order of Priority, whether such Charged Property is held by the Security Trustee or otherwise
- (b) The value of any Charged Property appropriated under clause 12 5 shall be
 - (i) in the case of cash, its face value at the time the right of appropriation is exercised, and
 - (ii) in the case of other Charged Property, the value for the relevant Charged Property at the time of appropriation, as determined (after appropriation) by the Security Trustee on the basis of the sale price(s) obtained from an applicable generally recognised source selected by the Security Trustee (converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Trustee)
- (c) The Security Trustee will account to the Issuer (or an Investor, as the case may be) for any amount by which the value of the appropriated Charged Property exceeds the Secured Obligations then due
- (d) The Issuer and each Investor agree that the method of valuing such Charged Property under clause 12 5(b) above is commercially reasonable

13 PROVISIONS RELATING TO THE SECURITY

- 13 1 The Security constituted by or pursuant to this Deed will be a continuing security and will not be satisfied by any intermediate payment or satisfaction of the whole or any part of the Secured Obligations in respect of the Senior Loan Notes but will secure the ultimate balance of the Secured Obligations. The Security constituted by or pursuant to this Deed will not be discharged or released by any act, event or matter whatsoever, except only by the Security Trustee in accordance with clause 8 1 (*Redemption*) or the execution by or on behalf of the Security Trustee of a receipt for all (and not part only) of the Secured Obligations
- 13 2 The Security constituted by or pursuant to this Deed will be in addition to and will not be affected by any other guarantee, lien or other security now or hereafter held by the Security Trustee or the Secured Parties for all or any part of the Secured Obligations
- 13 3 The Security constituted by or pursuant to this Deed will become immediately enforceable upon the service by the Purchaser Agent of an Enforcement Notice on the Issuer and the Security Trustee or pursuant to Condition 8 2(c) (*Automatic Acceleration*) of the Terms and Conditions of the Senior Loan Notes. For the avoidance of doubt, the Security Trustee shall not be required to, and shall not have any responsibility to, take any action

in respect of the Security created pursuant to this Deed prior to the Security becoming enforceable in accordance herewith (including, without limitation, not taking any action pursuant to an Power of Attorney) and thereafter shall only be required to act on instruction from the Purchaser Agent (on behalf of the relevant Purchaser or Purchasers) or the relevant Purchaser(s) in each case pursuant to clause 13(c) of the Senior Loan Notes Purchase Agreement and subject always to it being indemnified and/or secured (including by way of prefunding) against any liability it may incur by so acting

- 13.4 At any time after the Security constituted by or pursuant to this Deed will have become enforceable, the Security Trustee may, and will where so required, (but subject to the other provisions of this Deed and the provisions of the Senior Loan Notes Purchase Agreement), take possession of the property charged and/or assigned pursuant to this Deed or any part thereof and/or, subject to clause 13.4, sell, call in, collect and convert into money the property charged and/or assigned pursuant to this Deed or any part thereof in such manner and upon such terms and at such price or prices and at such time or times as the Security Trustee will in its absolute discretion deem appropriate (as to any or all of which manner, terms, price and time the Security Trustee may rely absolutely upon the opinion of a financial adviser selected by it), and so that the power of sale conferred by Section 101 of the Law of Property Act 1925 and Section 19 of the Conveyancing Act 1881 (but free from the restrictions imposed by Sections 93 and 103 of the Law Property Act 1925 and Sections 17 and 20 of the Conveyancing Act 1881) will apply and have effect (so far as permitted by applicable law) on the basis that this Deed constitutes a mortgage within the meaning of such Acts and the Security Trustee is a mortgagee exercising the power of sale conferred upon mortgagees by such Acts and on the footing that the power extends to a sale of any of the property charged and/or assigned pursuant to this Deed (except any property situated in Scotland or otherwise governed by the laws of Scotland) either together or in parcels and either by public auction or private contract and either for a lump sum or for a sum payable by instalments or for a sum on account and a mortgage or charge for the balance and with or without any special stipulations as to title or evidence of commencement of title or otherwise which the Security Trustee will deem proper and any such sale as aforesaid may be to a company formed or promoted by the Security Trustee or in which it has an interest and may be in consideration of shares, securities or obligations of such a company or of any other person. The Security Trustee will also have power (without being responsible for any loss occasioned thereby)

- (a) to compromise and effect compositions, and
- (b) for the purposes mentioned in this clause 13.4 or any of them to execute and do all such assurances, deeds, acts and things as it will think fit

- 13.5 The Issuer hereby covenants and agrees with the Security Trustee that if, after the Security constituted by or pursuant to this Deed has become enforceable and, the Security Trustee or any Receiver so require, it will take all such actions and execute all such documents as may be necessary to effect the enforcement of the Security created by or pursuant to this Deed in accordance with its terms (including, without limitation and for the avoidance of doubt giving notice to Obligor of the assignments or assignations contemplated herein)
- 13.6 Upon any sale, calling in, collection or conversion of any property charged and/or assigned pursuant to this Deed and upon any other dealing or transaction under the provisions contained in this Deed, the receipt by the Security Trustee of the purchase money in respect of the assets sold and of any other moneys paid to the Security Trustee

will effectually discharge the Issuer or other person paying the same and such Issuer or other person will not be responsible for the application of such moneys

13 7 At any time after the Security constituted by or pursuant to this Deed will have become enforceable (and so that no delay or waiver of the right to exercise the powers hereby conferred will prejudice the future exercise of such powers), the Security Trustee may by writing appoint a Receiver of the property charged and/or assigned by or pursuant to this Deed or any part thereof and remove any Receiver so appointed and appoint another in his stead (in all cases, so far as permitted by applicable law) and the following provisions will have effect in relation thereto

- (a) such appointment may be made either before or after the Security Trustee will have taken possession of the property charged and/or assigned by this Deed or any part thereof,
- (b) such Receiver may (subject to clause 13 4) be vested by the Security Trustee with such powers and discretions as the Security Trustee may think expedient and may sell or concur in selling the property charged and/or assigned by or pursuant to this Deed or any part thereof, or assign or release, or give any notice or do any other act or thing in relation to, the whole or any part of the property charged and/or assigned by or pursuant to this Deed, in each case without restriction (including with the benefit of the power of sale conferred by Section 101 of the Law of Property Act 1925 and Section 19 of the Conveyancing Act 1881 but free from the restrictions imposed by Sections 93 and 103 of the Law of Property Act 1925 and Sections 17 and 20 of the Conveyancing Act 1881 and on such terms and for such consideration (if any) and in such manner and at such time as he may think fit and may carry any such transaction into effect by conveying, transferring and delivering in the name or on behalf of the Issuer or otherwise and without limiting any powers herein before referred to may exercise any of the powers specified in Schedule 2 (Powers of a Receiver), provided that such Receiver will not perform any of his functions hereunder in or from any jurisdiction which, or any Tax Authority of which, would or could by virtue of such performance assess to Tax the Issuer or the Security Trustee or the property charged and/or assigned by or pursuant to this Deed in respect of income or gains accruing to the property charged and/or assigned by or pursuant to this Deed unless such performance is required by law or is otherwise unavoidable or it is in the interests of the Secured Parties that it should do so,
- (c) such Receiver will in the exercise of his powers, authorities and discretions conform to any regulations from time to time made and given by the Security Trustee,
- (d) the Security Trustee may from time to time fix the remuneration of such Receiver and direct payment thereof out of moneys accruing to him in the exercise of his powers as such Receiver, but the Issuer alone will be liable for the payment of such remuneration,
- (e) the Security Trustee may from time to time and at any time require any such Receiver to give security for the due performance of his duties as Receiver and may fix the nature and amount of the security to be so given but the Security Trustee will not be bound in any case to require any such security,

- (f) save so far as otherwise directed by the Security Trustee, all moneys from time to time received by such Receiver will be paid over to the Security Trustee to be held by it in accordance with the provisions of clause 12 3 (*Post Enforcement*),
- (g) any Receiver shall be entitled to the benefit of all indemnities and all rights of retention that are given in favour of the Security Trustee pursuant to this Deed and the Conditions,
- (h) every such Receiver will be the agent of the Issuer (so far as permitted by applicable law) for all purposes and the Issuer will be responsible for his acts, defaults and misconduct and the Security Trustee will not incur any liability therefor or by reason of its making or consenting to the appointment of a person as a receiver under this Deed, and
- (i) the Security Trustee will not be in any way responsible for any misconduct or negligence on the part of any such Receiver

13 8 The Security Trustee may raise and borrow money on the Security of the property charged and/or assigned pursuant to this Deed or any part thereof for the purpose of defraying any moneys, costs, charges, losses and expenses paid or incurred by it in relation to this Deed (including the costs of realisation of any or all of the property charged and/or assigned pursuant to this Deed and the remuneration of the Security Trustee or the Receiver) or in exercise of any of the powers contained in this Deed or any Finance Document to which the Security Trustee is a party. The Security Trustee may raise and borrow such money at such rate of interest and generally on such terms and conditions as it will think fit and may secure the payment of the money so raised or borrowed with interest on the same by mortgaging or otherwise charging the property charged and/or assigned pursuant to this Deed or any part thereof and either in priority to the Security constituted by this Deed or otherwise and generally in such manner and form as the Security Trustee will think fit and for such purposes may execute and do all such assurances and things as it will think fit

13 9 The Issuer hereby covenants with the Security Trustee and any such Receiver as aforesaid to perform and comply with all the obligations and undertakings from time to time incumbent upon it in respect of the Security created by or pursuant to this Deed

13 10 The Security Trustee will not nor will any Receiver or any attorney or agent of the Security Trustee by reason of taking possession of the property charged and/or assigned pursuant to this Deed or any part thereof or for any other reason whatsoever and whether as mortgagee or security holder in possession or on any other basis whatsoever be liable to account to the Issuer or any other person whatsoever for anything except actual receipts or be liable to the Issuer or any other person whatsoever for any loss or damage arising from realisation of the property charged and/or assigned pursuant to this Deed or any part thereof or from any act, default or omission in relation to the Security constituted by this Deed or any part thereof or from any exercise or non-exercise by it of any power, authority or discretion conferred upon it in relation to the Security constituted by or pursuant to this Deed or any part thereof by or pursuant to this Deed or otherwise unless in each case such loss or damage or liability is caused by its own fraud, wilful default, gross negligence or bad faith

13 11 The powers conferred by this Deed in relation to the Security constituted by this Deed or any part thereof on the Security Trustee or on any Receiver of the property charged and/or assigned pursuant to this Deed or any part thereof will be in addition to and not in substitution for the powers conferred on mortgagees or receivers under the Law of

Property Act 1925 and the Conveyancing Act 1881 where there is any ambiguity or conflict between the powers contained in such Act and those conferred by this Deed, the terms of this Deed will prevail (to the extent permitted by law)

- 13 12 No person dealing with the Security Trustee or with any Receiver of the property charged and/or assigned pursuant to this Deed or any part thereof appointed by the Security Trustee will be concerned to enquire whether any event has happened upon which any of the powers, authorities and discretions conferred by or pursuant to this Deed in relation to such property or any part thereof are or may be exercisable by the Security Trustee or by any such Receiver or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers and all the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 and Sections 21 and 22 of the Conveyancing Act 1881 will apply (so far as permitted by applicable law) to any person purchasing from or dealing with the Security Trustee or any such Receiver in like manner as if the statutory powers of sale and of appointing a Receiver in relation to this property hereby charged had not been varied or extended by this Deed
- 13 13 At any time after the Security constituted by or pursuant to this Deed will have become enforceable and the Security Trustee will have determined or become bound to enforce the same the Security Trustee will have power, at its discretion and without being responsible for any loss or damage which may arise or be occasioned thereby (unless such loss or damage has been caused by its own fraud, wilful default, gross negligence or bad faith) and without any consent of the Senior Loan Noteholders or the Issuer to do each and every of the following things
- (a) manage and carry on the business and affairs of the Issuer as it thinks fit with power to appoint or dismiss managers and agents relating thereto,
 - (b) acquire by purchase or loan or otherwise any further property or rights,
 - (c) execute, do and perform contracts, deeds, documents and things and bring, defend or abandon actions, suits and proceedings in relation to the property charged and/or assigned pursuant to this Deed in the name of the Issuer, and
 - (d) generally do anything in relation to the property charged and/or assigned pursuant to this Deed or any part thereof that it could do if it were absolutely entitled thereto
- 13 14 The Security Trustee may at any time after the Security constituted by or pursuant to this Deed becomes enforceable apply to the court for an order that the powers and trusts of this Deed be exercised or carried into execution under the direction of the court and for the appointment of a Receiver of the property charged and/or assigned pursuant to this Deed or any part thereof and for any other order in relation to the execution and administration of the powers and trusts hereof as the Security Trustee will deem expedient and it may assent to or approve any application to the court made at the instance of any Senior Loan Noteholder
- 13 15 The Security Trustee may in relation to this Deed and the other Finance Documents act on the opinion or advice of, or information obtained from, any lawyer, valuer, accountant, surveyor, banker, broker, auctioneer or other expert considered by the Security Trustee to be of good repute whether obtained by the Issuer, an Investor, the Purchaser Agent, any Senior Loan Noteholder, the Security Trustee or otherwise and will not be responsible to anyone for any Liability occasioned by so acting Any such opinion, advice or information may be sent or obtained by letter, telephone or facsimile transmission or other means of

recording in permanent form visual messages (whether written or printed and whether addressed to the Issuer, the Security Trustee or any other person) and the Security Trustee will not be responsible for any Liability that may be occasioned by acting on any opinion, advice or information purporting to be conveyed by such means even if it contains some error or is not authentic. The Security Trustee may rely without liability to the Secured Parties or any other party on any certificate, opinion or report prepared by any auditor, lawyer, valuer, banker, expert or professional advisor acting pursuant to this Deed, the Conditions or any other Finance Document, whether or not obtained by or addressed to the Security Trustee or any other person and whether or not the liability of the auditor, lawyer, valuer, banker, expert or professional advisor in respect thereof is limited by a monetary cap or otherwise,

- 13 16 The powers conferred by this Deed upon the Security Trustee are in addition to any powers which may from time to time be vested in it by general law
- 13 17 The Security Trustee will have no responsibility whatsoever to the Issuer or any other person as regards any deficiency which might arise because the Security Trustee or any Receiver is subject to or liable for any Tax in respect of the property charged and/or assigned hereby or pursuant hereto or any part thereof or any income therefrom or any proceeds thereof, all stamp duties, filing and registration fees and other transaction Taxes required in relation to or for the purpose of procuring the execution, validity or enforceability of this Deed and the Security created by or pursuant to this Deed and the Issuer will keep the Security Trustee indemnified against any failure or delay in paying the same
- 13 18 The Security Trustee is not under any obligation to insure any of the property charged and/or assigned hereby or pursuant hereto or to require any other person to maintain any such insurance and is not and will not be responsible for any loss, expense or liability which may be suffered as a result of the lack or inadequacy of any such insurance
- 13 19 A failure or delay in exercising any right, power or privilege arising under or in respect of this Deed will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any right, power or privilege. The rights and remedies provided in or pursuant to this Deed are cumulative and may be exercised singularly or concurrently and are not exclusive of any rights or remedies provided by law
- 13 20 The Security Trustee will not be obliged
- (a) to take any action in relation to the realisation of the Security,
 - (b) to take any proceedings to enforce payment of sums due under this Deed, or
 - (c) to take any other action under or pursuant to this Deed,

unless so instructed by the Purchaser Agent or any such action is required pursuant to Clause 8 1 (*Redemption*) or 11 4 (*Positive covenants of each Investor*) and, in circumstances where taking such action or any such step may, in any such case, involve the Security Trustee in any personal liability or expense unless first indemnified and/or secured and/or pre-funded to its satisfaction

13 21 No expenditure of own funds

Nothing contained in this Deed or the Finance Documents shall require the Security Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority, discretion or function hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it

13 22 Regulated Activities

Notwithstanding anything in this Deed or the other Finance Documents to the contrary, the Security Trustee shall not do, or be authorised or required to do, anything which might constitute a regulated activity for the purpose of the FSMA, unless it is authorised under the FSMA to do so. The Security Trustee shall have the discretion at any time

- (a) to delegate any of the functions which fall to be performed by an authorised person under the FSMA to any agent or person which has the necessary authorisations and licences, and
- (b) to apply for authorisation under the FSMA and perform any or all such functions itself if, in its absolute discretion, it considers it necessary, desirable or appropriate to do so

13 23 No responsibility for monitoring compliance

The Security Trustee shall have no duty, obligation or responsibility to ascertain whether an Event of Default or Potential Event of Default has occurred or is continuing, or to monitor or supervise the Issuer's, an Investor's, or any other person's functions or compliance with the terms of this Deed or any other Finance Document. The Security Trustee may assume (unless it has received actual notice to the contrary from the Issuer or the Purchaser Agent) that

- (a) no Event of Default or Potential Event of Default has occurred, that the Issuer is not in breach of or default under its obligations under any of the Finance Documents and that no party or person is in breach of, or in default under, any Finance Document, and
- (b) any right, power, authority or discretion vested by any Finance Document in any party thereto or any other person has not been exercised

13 24 Certificates of Transaction Parties

The Security Trustee will be entitled to rely upon a certificate reasonably believed by it to be genuine of a director of the Issuer or an Investor or of any authorised representative or director of any party to the Finance Documents in respect of every matter and circumstance for which a certificate is expressly provided for under this Deed, the Conditions or any Finance Documents and to call for and rely upon a certificate of a director of the Issuer or an Investor or of any authorised representative or director of any party to the Finance Documents reasonably believed by it to be genuine as to any other fact or matter prima facie within the knowledge of a director of the Issuer or an Investor or of any authorised representative or director of any party to the Finance Documents, as the case may be, as sufficient evidence thereof and the Security Trustee will not be bound in any such case to call for further evidence or be responsible for any Liability that may be occasioned by its failing so to do

13 25 Consequential Loss

Notwithstanding any provision of this Deed or the other Finance Documents to the contrary, the Security Trustee shall not in any event be liable for special, indirect, punitive or consequential loss or damage arising from loss of business opportunity, goodwill or reputation, whether or not foreseeable, even if the Security Trustee has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract, breach of trust or otherwise

13 26 Error of judgment by employees

The Security Trustee shall not be liable for any error of judgment made in good faith by any officer or employee of the Security Trustee assigned by the Security Trustee to administer its corporate trust matters (except that the foregoing shall not apply in respect of any liability arising as a result of the gross negligence of the Security Trustee's officers or employees)

13 27 Senior Loan Noteholders as a class

Subject to clause 19 (*Conflicts*), in connection with any exercise of its powers, trusts, authorities or discretions, the Security Trustee shall have regard to the interests of the Senior Loan Noteholders as a class and shall not be obliged to have regard to the consequences of such exercise for any individual Senior Loan Noteholder resulting from his or its being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or sub-division thereof

13 28 Agents

Whenever it considers it expedient in the interests of the Senior Loan Noteholders or other Secured Parties, the Security Trustee may, in the conduct of its trust business, instead of acting personally, employ and pay an agent selected by it, whether or not a lawyer or other professional person, on any terms to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Security Trustee (including the receipt and payment of money) The Security Trustee will not be bound to supervise the proceedings or acts of any such agent or sub-agent and, provided that the Security Trustee exercises reasonable care in choosing such agent or sub-agent, the Security Trustee will not be responsible for any Liability suffered or incurred by reason of any misconduct, default or omission on the part of any such agent so appointed by it or of any sub-agent of any such agent so appointed by it

13 29 Delegates

Wherever it considers it expedient in the interests of the Senior Loan Noteholders or other Secured Parties, the Security Trustee may delegate to any person and on any terms (including power to sub-delegate) all or any of its functions The Security Trustee will not be under any obligation to supervise the proceedings or acts of any such delegate or sub-delegate and, provided that the Security Trustee exercises reasonable care in choosing such delegate or sub-delegate, the Security Trustee will not be responsible for any Liability suffered or incurred by reason of any misconduct, default or omission by any such delegate or sub-delegate

13 30 Custodians and nominees

The Security Trustee may appoint and pay any person to act as a custodian or nominee on any terms in relation to this Deed, such Charged Property or assets of the trust as the Security Trustee may determine, including for the purpose of depositing with a custodian this Deed and, provided that the Security Trustee is not grossly negligent in choosing such person or persons, the Security Trustee shall not be responsible for (or required to insure against) any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it hereunder or be bound to supervise the proceedings or acts of any such person

13 31 Matters in relation to the Security

- (a) *Reliance on title to the Security* The Security Trustee shall accept without investigation, requisition or objection such right and title as the Issuer may have to any of the assets secured in its favour pursuant to this Deed and shall not be bound or concerned to examine or enquire into or be liable for any defect or failure in the right or title of the Issuer to all or any of such assets whether such defect or failure was known to the Security Trustee or might have been discovered upon examination or enquiry and whether capable of remedy or not
- (b) *Registration and perfection of the Security* The Security Trustee shall not be liable for any failure, omission or defect in perfecting, protecting or further assuring any security interest created by or pursuant to this Deed including
 - (i) any failure, omission or defect in registering or filing or procuring registration or filing of, or otherwise protecting or perfecting any such security interest or the priority thereof or the right or title of any person in or to the assets and other interests secured pursuant to this Deed, and
 - (ii) any failure or omission to require any further assurances in relation to any such security interest
- (c) *Adequacy of the Security* The Security Trustee shall not be responsible for any unsuitability, inadequacy or unfitness of any such security interest created pursuant to this Deed and neither shall it be obliged to make any investigation into, and shall be entitled to assume, the suitability, adequacy and fitness of such security interests
- (d) *No monitoring* The Security Trustee shall not be responsible for investigating, monitoring or supervising the observance or performance by any person in respect of any of the Transaction Documents or otherwise
- (e) *No responsibility for Security* The Security Trustee shall not be responsible for any liabilities occasioned to the assets and other interests secured pursuant to this Deed however caused, whether by an act or omission of the Issuer or any other person (including any bank, broker, depositary, or other intermediary or any clearing system or operator thereof) (other than itself, subject to the other provisions of this Deed)
- (f) *No liability for loss* The Security Trustee will not be liable for any decline in the value nor any loss realised upon any sale or other disposition of any of the assets and other interests secured pursuant to this Deed. In particular and without limitation, the Security Trustee shall not be liable for any such decline or loss

directly or indirectly arising from its acting or failing to act as a consequence of an opinion reached by it in good faith based on advice received by it in accordance with this Deed

- (g) *No liability to Tax* The Security Trustee shall not have any responsibility whatsoever to the Issuer or any Secured Party as regards any deficiency which might arise because the Security Trustee is subject to any tax in respect of all or any of the assets and other interests secured pursuant to this Deed, the income therefrom or the proceeds thereof
- (h) *Responsibility* The Security Trustee shall not be responsible for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, enforceability, suitability or admissibility in evidence of this Deed or the other Finance Documents or other documents entered into in connection therewith, nor shall it be responsible or liable to any person because of any invalidity of any provisions of such documents or the unenforceability thereof, whether arising from statute, law or decision of any court. The Security Trustee shall have no responsibility for, or have any duty to make any investigation in respect of or in any way be liable whatsoever for
 - (i) the nature, status, creditworthiness or solvency of the Issuer or any other person or entity who has at any time provided any security or support whether by way of guarantee, charge or otherwise in respect of any obligation of the Issuer,
 - (ii) the execution, delivery, legality, validity, adequacy, admissibility in evidence or enforceability of this Deed, the Security or any other Finance Documents or any other document entered into in connection therewith,
 - (iii) the scope or accuracy of any representations, warranties or statements made by or on behalf of the Issuer or an Investor in any application for any advance or any document entered into in connection therewith,
 - (iv) save as expressly provided in this Deed, the performance or observance by any person of any provisions of any of the Finance Documents or in any document entered into in connection therewith or the fulfilment or satisfaction of any conditions contained therein or relating thereto or as to the existence or occurrence at any time of any Event of Default or Potential Event of Default or similar event contained therein or waiver or consent which has at any time been granted in relation to any of the foregoing,
 - (v) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection with this Deed or the Security or any other Finance Document,
 - (vi) any license, consent or other authority necessary or required to be obtained by the Issuer or any other person in connection with this Deed or the Security or any other Finance Document,
 - (vii) the failure to call for delivery of documents of title to or require any transfers, legal mortgages, charges or other further assurances in relation

to any of the assets the subject matter of any of the Finance Documents,
or

(viii) any other matter or thing relating to or in any way connected herewith or any document entered into in connection herewith, whether or not similar to the foregoing (subject to the other terms of this Deed)

(i) *Licences or consents* The Security Trustee shall not be responsible for obtaining (or for any failure by the Issuer or any other person to obtain) any licence, consent or other authority, or to file or effect any legal formalities, necessary or required for it to hold or enforce any security interests pursuant to any of the Finance Documents and shall not be responsible for any liability incurred by any person (including, without limitation, any Senior Loan Noteholder) as a result of them not being able to hold or enforce any such security interest

14 APPLICATION OF TRUSTEE ACT

To the fullest extent permitted by law, Section 1 of the Trustee Act 2000 will not apply to the trust constituted by this Deed or to the role of the Security Trustee in relation to such trust. Any exercise by the Security Trustee of any rights or powers under this Deed that are the same as or similar to any rights or powers conferred on a trustee by the Trustee Act 2000 will be construed solely as the exercise of the relevant rights or powers under this Deed and not as the exercise of the same or any similar rights or powers under the Trustee Act 2000. For the avoidance of doubt the Security Trustee may retain or invest in securities payable to the bearer without appointing a person to act as a custodian.

15 SECURITY TRUSTEE'S POWERS TO BE ADDITIONAL

The powers conferred on the Security Trustee by this Deed will be in addition to any powers which may from time to time be vested in the Security Trustee by the general law or by the Senior Loan Noteholders.

16 FEES, DUTIES AND TAXES

16.1 Remuneration

The Issuer will pay to the Security Trustee remuneration for its services as security trustee from the date of this deed of charge at such rate as has been agreed between the Issuer and the Security Trustee pursuant to a schedule of fees from Deutsche Bank AG, London Branch (Trust and Agency Services) dated 7 June 2013 and relating to the transactions contemplated by the Finance Documents. Such remuneration will accrue in accordance with the terms of such schedule and shall be payable in accordance with the Order of Priority or the Post Enforcement Order of Priority (as applicable).

16.2 Duties and Taxes

The Issuer will pay any stamp, issue, documentary and other similar fees, duties and Taxes, including interest and penalties, payable (a) on or in connection with (i) the execution and delivery of this Deed and (ii) the constitution and issue of the Senior Loan Notes and (b) in any jurisdiction on or in connection with any action properly taken by or on behalf of the Security Trustee or (where permitted under this Deed so to do) the Purchaser Agent to enforce the obligations of the Issuer under the provisions of the Senior Loan Notes or this Deed.

16 3 Additional remuneration

- (a) In the event of the occurrence of an Event of Default or a Potential Event of Default or the Security Trustee considering it expedient or necessary or being requested by the Issuer to undertake duties which the Security Trustee and the Issuer agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Security Trustee under this Deed, the Issuer shall pay to the Security Trustee such additional remuneration as shall be agreed between them
- (b) In the event of the Security Trustee and the Issuer failing to agree upon whether such duties shall be of an exceptional nature or otherwise outside the scope of the normal duties of the Security Trustee under this Deed, or upon such additional remuneration, such matters shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Security Trustee and approved by the Issuer or, failing such approval, nominated (on the application of the Security Trustee) by the President for the time being of The Law Society of England and Wales (the expenses involved in such nomination and the fees of such investment bank being payable by the Issuer) and the determination of any such investment bank shall be final and binding upon the Security Trustee and the Issuer

17 APPOINTMENT, RETIREMENT AND REMOVAL OF THE SECURITY TRUSTEE

17 1 Appointment

The Issuer has the power of appointing a new security trustee or new security trustees of this Deed and of removing an existing security trustee or security trustees of this Deed but no person will be so appointed unless previously approved by the Purchaser Agent (on behalf of the relevant Purchaser(s)) or the relevant Purchaser(s) in each case pursuant to clause 13(c) of the Senior Loan Notes Purchase Agreement. A trust corporation will at all times be the security trustee and may be the sole trustee, under this Deed. Any appointment of a new security trustee will be notified by the Issuer to the Secured Parties as soon as practicable in accordance with clause 21.

17 2 Retirement and removal

- (a) Subject to sub-paragraph (b) below, any security trustee may retire at any time on giving not less than three months' prior notice in writing to the Issuer without giving any reason and without being responsible for any Liabilities occasioned by such retirement and the Purchaser Agent (on behalf of the relevant Purchaser(s)) or the relevant Purchaser(s) in each case pursuant to clause 13(c) of the Senior Loan Notes Purchase Agreement may remove any security trustee provided that, in either case, the retirement or removal of any sole security trustee will not become effective until a successor security trustee is appointed. The Issuer undertakes that in the event of the sole security trustee giving notice of retirement or being removed in such way, it will use all reasonable endeavours to procure that another security trustee be appointed as soon as practicable thereafter, the fees, costs and expenses of or associated with which or its appointment are not greater than those in respect of the security trustee retiring or being removed and which is acceptable to the Issuer (acting reasonably) as being (A) a trust corporation of an equivalent standing and reputation and (B) experienced and skilled in undertaking roles of the kind contemplated for the security trustee hereunder. If the Issuer fails to so appoint within 45 days of the Security Trustee's notice of retirement, the Security Trustee has the right to appoint its replacement and this right will not

extinguish the Issuer's obligations under this clause. No such replacement will take office unless previously approved by the Purchaser Agent (on behalf of the relevant Purchaser(s)) or the relevant Purchaser(s) pursuant to clause 13(c) of the Senior Loan Notes Purchase Agreement.

- (b) Notwithstanding sub-paragraph (a) above, at any time during the three calendar months commencing on the date of this Deed the Security Trustee may retire at any time on giving notice (a "**Resignation Notice**") in writing to the Purchaser Agent, the Issuer and each Investor without giving any reason and without being responsible for any Liabilities occasioned by such retirement. The Issuer, each Investor, the Purchaser Agent and Security Trustee agree that upon delivery of a Resignation Notice to the Purchaser Agent, the Issuer, and each Investor, the resignation of the Security Trustee will take effect and the Purchaser Agent will be appointed as successor Security Trustee in respect of this Deed and any other relevant Finance Document, and the parties agree to take such action and enter into any further documents as may be necessary or desirable in order to give full effect to the foregoing.

17.3 Co-Trustees

The Security Trustee may, despite clause 17.1 (*Appointment*), upon giving notice in writing to the Issuer (but without the consent of the Issuer or the Senior Loan Noteholders), appoint any person established or resident in any jurisdiction to act either as a separate security trustee or as an additional security trustee jointly with the Security Trustee.

- (a) if the Security Trustee considers such appointment to be in the interests of the Secured Parties,
- (b) for the purpose of conforming with any legal requirement, restriction or condition in any jurisdiction in which any particular act is to be performed, or
- (c) for the purpose of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction against the Issuer of either a judgment already obtained or any of the provisions of this Deed or the other Finance Documents.

Subject to the provisions of this Deed, the Security Trustee may confer on any person so appointed such rights, powers, discretions, authorities and functions as it thinks fit (not exceeding those conferred on the Security Trustee by this Deed). The Security Trustee may by notice in writing to the Issuer and such person remove any person so appointed. Such reasonable remuneration as the Security Trustee may agree to pay to any such person, together with any attributable Liabilities incurred by it in performing its functions as such separate security trustee or additional security trustee (unless caused by or in connection with its own fraud, wilful default, gross negligence or bad faith), will be treated as Liabilities incurred by the Security Trustee. At the request of the Security Trustee, the Issuer will forthwith do all things as may be required to perfect such appointment or removal and it irrevocably appoints the Security Trustee to be its attorney in its name and on its behalf to do so.

- 17.4 If there are more than two security trustees of this Deed, the majority of such security trustees will be competent to carry out all or any of the Security Trustee's functions under this Deed.

18 INDEMNITY AND EXPENSES

18.1 Indemnity

The Issuer will indemnify the Security Trustee and any Receiver, on an after-tax basis, against any loss, liability, cost, claim, action, demand or expense (including all costs, charges and expenses properly paid or incurred in connection therewith) that the Security Trustee and/or the Receiver may incur or that may be made against it arising out of or in relation to or in connection with, its appointment under, or the exercise of its functions in relation to, this Deed and any other document in relation to the Security except where the Security Trustee fails to show the degree of care and diligence required of it as trustee that would otherwise attach to it, in respect of any gross negligence, wilful default, fraud, breach of duty or breach of trust of which it may be guilty, and/or in the case of the Receiver, it results from its wilful default, fraud, negligence or bad faith or that of its officers or employees. Subject to clause 12 (*Enforcement*) of this Deed, all amounts payable by the Issuer pursuant to this clause 20 will be payable or reimbursed by the Issuer, to the extent only that it can pay such amounts as Senior Costs under the Order of Priority or Post Enforcement Order of Priority (as applicable), no later than the Settlement Date falling after the end of the Calculation Period during which the relevant invoice is received from the Security Trustee and

- (a) in the case of payments made by the Security Trustee prior to such demand, will (if not paid on such Settlement Date and the Security Trustee so requires) carry interest from the date on which the demand is made at the rate of 2 per cent per annum, and
- (b) in all other cases will (if not paid on such Settlement Date and if the Security Trustee so requires) carry interest at the above-mentioned rate from the date of receipt by the Issuer of such invoice

18.2 Expenses

To the extent only that such amounts would not be irrecoverable by virtue of a proviso or exception to clause 18.1 above, the Issuer covenants with and undertakes to the Security Trustee to reimburse or pay to the Security Trustee or any Receiver (on the basis of a full indemnity) the amount of all costs (including legal costs), charges and expenses (including insurance premiums) properly incurred or sustained by the Security Trustee or such Receiver (including, for the avoidance of doubt, any such costs, charges and expenses arising from any act or omission of, or proceedings involving, any third party person) in connection with

- (a) the exercise or the attempted exercise, or the proper consideration of the exercise by or on behalf of the Security Trustee or any Receiver of any of the powers of the Security Trustee or such Receiver, and the enforcement, preservation or attempted preservation of this Deed (or any of the charges contained in or granted pursuant to it) or any of the Security, or
- (b) the carrying out of any other act or matter which the Security Trustee or any Receiver may consider to be necessary for the preservation, improvement or benefit of the Security

The Security Trustee and/or any Receiver will, upon request, use its reasonable endeavours to procure or provide a breakdown of such costs, charges and expenses to the Issuer

18.3 Currency indemnity

The Issuer will indemnify each of the Security Trustee, any Receiver and any appointee of either of them and will keep them indemnified against

- (a) any loss incurred by any of them arising from the non-payment by the Issuer of any amount due to them under the Finance Documents by reason of any variation in the rates of exchange between those used for the purpose of calculating the amount due under a judgment or order of a court in respect thereof and those prevailing at the date of actual payment by the Issuer, and
- (b) any deficiency arising or resulting from any variation in rates of exchange between (i) the date as at which the local currency equivalent of the amounts due or contingently due under this Deed is calculated for the purposes of any bankruptcy, insolvency or liquidation of the Issuer and (ii) the final date for ascertaining the amount of claims in such bankruptcy, insolvency or liquidation. The amount of such deficiency will be deemed not to be reduced by any variation in rates of exchange occurring between the said final date and the date of any distribution of assets in connection with any such bankruptcy, insolvency or liquidation

18.4 Survival

The provisions of and indemnities set out in clause 16 (*Fees, duties and taxes*) and this clause 18 (*Indemnity and expenses*) will survive the termination or expiry of this Deed or any release or discharge of the Charged Property and shall continue in full force and effect as regards the Security Trustee even if it no longer is Security Trustee

19 CONFLICTS

19.1 Conflict of interests

Subject to clause 19.2 the Security Trustee, in connection with the exercise of its powers, trusts, authorities or discretions (including those in relation to any proposed modification, waiver or authorisation) will (except where expressly provided otherwise in any Finance Document) have regard to the interest of all Secured Parties

19.2 Conflict of interest between Secured Parties

Notwithstanding the generality of clause 19.1 (*Conflict of interests*), if in the Security Trustee's opinion there is or might be a conflict

- (a) between the interests of (i) the Senior Loan Noteholders and (ii) any of the other Secured Parties, the Security Trustee will, to the extent permitted by applicable law, have regard only to the interests of the Senior Loan Noteholders, or
- (b) if there are no Senior Loan Notes outstanding, between any of the remaining Secured Parties, the Security Trustee will, to the extent permitted by applicable law, have regard only to the interests of whichever of them (other than the Security Trustee) ranks higher in the order of priority set out in clause 12.2 (*Enforcement*) and to whom amounts are owing,

and the Security Trustee is not required to have regard to the interests of any Secured Party other than those specified above and in that order

19 3 Security Trustee reliance on Purchaser Agent

In having regard to the interests of the Senior Loan Noteholders, the Security Trustee will be entitled to rely solely on a written confirmation from the Purchaser Agent as to whether, in the opinion of the Purchaser Agent, any matter, action or omission is or is not in the interests of or is or is not materially prejudicial to the interests of, the Senior Loan Noteholders and such confirmation will be conclusive

19 4 Security Trustee reliance on Secured Parties (other than Senior Loan Noteholders)

Where the Security Trustee is required to have regard to the interests of any Secured Party (other than the Senior Loan Noteholders), the Security Trustee may consult with that Secured Party and will be entitled to rely solely on a written confirmation from that Secured Party as to whether, in the opinion of that Secured Party, any matter, action or omission is or is not in the interests of, or is or is not materially prejudicial to the interests of, that Secured Party without enquiry

19 5 Independent advice

Without prejudice to any other right conferred upon the Security Trustee, whenever the Security Trustee is required to or desires to determine the interests of the Secured Parties or the respective interests of any Secured Parties, or any of them, the Security Trustee may seek the advice, and rely upon the written opinion, of an independent investment bank and/or legal advisers and will not be liable to the Senior Loan Noteholders and/or any other Secured Party and/or the Issuer for any loss or liability for so doing. If the Security Trustee is unable within a reasonable time to obtain such opinion or opinions, the Security Trustee may employ such other method as it considers fit for so determining and will not be liable to any Secured Party and/or the Issuer for such determination or for the consequences thereof

19 6 Security Trustee not obliged to act

- (a) Subject in each case to the terms of this Deed and the other Finance Documents, the Security Trustee will not be obliged to act upon or comply with the direction or request of any Secured Party and the Security Trustee will not have any duties or liabilities to the Secured Parties other than to pay to them all monies held by it on trust for them pursuant to the provisions of this Deed
- (b) The Security Trustee will not be obliged to take any action hereunder (whether before or after an Enforcement Notice) unless so instructed by the Purchaser Agent or any such action is required pursuant to Clause 8.1 (*Redemption*) or 11.4 (*Positive covenants of each Investor*) and it is indemnified and/or secured and pre-funded to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all costs, charges, expenses and liabilities (and the remuneration payable to it) to which it may, in its opinion, thereby render itself liable
- (c) No provision of this Deed or any other Finance Document will require the Security Trustee to do anything that may be illegal or contrary to applicable law or regulation in any jurisdiction
- (d) No provision of this Deed or any other Finance Document will require the Security Trustee to disclose to any Secured Party or to any other person any confidential information or other information if the disclosure would or might in the Security

Trustee's reasonable opinion constitute a breach of a fiduciary duty or duty of confidentiality

19 7 Other bank or legal advisers

The reference in clause 19 5 (*Independent advice*) to the opinion of an independent investment bank and/or legal advisers may be construed (where appropriate) as a reference to the opinion of such bank and/or the opinion of such other legal advisers as such bank will recommend be consulted

20 MODIFICATION AND WAIVER

20 1 Subject as provided in this clause 20, this Deed and any other Finance Document may be amended or any provision herein or therein relating to any obligation of the Issuer or an Investor may be waived by the Security Trustee if directed by the Purchaser Agent in each case pursuant to clause 13(c) of the Senior Loan Notes Purchase Agreement

20 2 Notwithstanding clause 20 3, the Parties consent to CFML, CFG, the Issuer, the Security Trustee and the Purchaser Agent entering into a supplemental deed of charge supplemental to this Deed on the Effective Date, substantially in the form at Schedule 7 (*Supplemental Deed of Charge*)

20 3 All amendments and supplements to this Deed or another Finance Document must be made by written agreement of all parties to this Deed or such other Finance Document in order to be valid

20 4 Other than as expressly provided in the Finance Documents, no modification, amendment or waiver may increase or reduce in any manner the amount of, or accelerate or delay the timing of, or change the allocation or priority of, collections or distributions that are required to be made for the benefit of the Secured Parties without the consent of all of the affected Secured Parties

21 NOTICES

21 1 Where this Deed provides for the giving of notice or the making of any other communication, such notice or communication will not (unless otherwise expressly provided) be effective unless

(a) given or made in writing, and

(b) shall be delivered personally or sent by first class post pre-paid recorded delivery (and air mail if overseas) or by fax or by email to the party due to receive the notice at its address or fax number or email address and marked for the attention of the person or persons set out in Schedule 3 (*Notice Details*) or to another address or fax number or email address marked for the attention of another person or persons specified by the receiving party by not less than 7 days' written notice to the other parties received before the notice was despatched

22 RIGHTS OF THIRD PARTIES

No person shall have any rights under this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party that exists or is available apart from that Act

23 LIMITED RECOURSE

23 1 The provisions of clause 11 11 (*Limited Recourse*) of the Senior Loan Notes Purchase Agreement shall be incorporated into this Deed, *mutatis mutandis* (and, in particular, as if references to the Senior Loan Notes Purchase Agreement therein were references to this Deed) and shall apply notwithstanding any other provision of this Deed

23 2 Notwithstanding anything to the contrary in this Deed, all amounts payable or expressed to be payable by each Investor under this Deed (including any amounts payable pursuant to any indemnity) shall be recoverable solely out of and to the extent of the Security created by such Investor pursuant to this Deed

23 3

23 4 The Security Trustee (on behalf of itself and the other Secured Parties) hereby agrees and acknowledges that

(a) it will look solely to the Security created by each Investor hereunder for the payment of all amounts payable or expressed to be payable to it or another Secured Party by such Investor under this Deed except to the extent that such Security or any proceeds thereof is not entitled to be retained as a matter of law,

(b) it only has recourse to the Security created by each Investor hereunder for the payment of all amounts payable or expressed to be payable to it or another Secured Party by such Investor under this Deed, and

(c) once all of the Security created by each Investor hereunder has been realised (even if insufficient to satisfy any claims of the Secured Parties), the obligations of such Investor to the Secured Parties shall be discharged, the Secured Parties are not entitled to take any further steps against such Investor to recover any further sums and the right to receive any such sum shall be extinguished

23 5 No recourse under any obligation, covenant or agreement of an Investor contained in this Deed shall be had by any party hereto against any shareholder, member, officer or director of such Investor by the enforcement of any assessment or by any proceeding, by virtue of any statute or otherwise, it being expressly acknowledged that this Deed is a corporate obligation of such Investor and no personal liability shall attach to or be incurred by the shareholders, members, officers, agents, employees or directors of such Investor as such, or any of them, under or by reason of any of the obligations, covenants or agreements contained herein, or implied therefrom, and that any and all personal liability for breaches by such Investor of any such obligations, covenants or agreements, either at law or by statute or constitution, of every such shareholder, member, officer, agent, employee or director will, upon completion of this Deed, be deemed to have been expressly waived. The aforementioned limitations shall not release or restrict any liabilities of an agent, shareholder, member, officer or director of an Investor that cannot be enforceably waived or released

24 THE ROLE OF LDC

24 1 Any rights, powers, discretions and consents of LDH may be exercised by LDC or any other management company acting on behalf of LDH or by some other person or persons nominated by LDH and such manager or such person may enforce such rights directly as if it or they were party to this Deed. LDC are a party to this Deed for the sole purpose of taking the benefit of this clause 24 1 and their consent is not required for any variation or

amendment of this Deed (other than this clause 24 1) If LDH cease to be a party to this Deed, LDC will at the same time automatically cease to be a party

25 GOVERNING LAW AND SUBMISSION TO JURISDICTION

25 1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of England and Wales provided that any terms herein particular to Scots law or the laws of Northern Ireland will be construed in accordance with Scots law or the laws of Northern Ireland respectively

25 2 Each party to this Deed hereby irrevocably submits to the non-exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Deed, and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts Each party to this Deed hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding

IN WITNESS WHEREOF this Deed has been executed as a deed on the date on which it is stated to be made


Executed as a deed by
**BRITANNICA II S.A.R L ACTING IN THE NAME OF
AND ON BEHALF OF ITS COMPARTMENT GARSDALE**

By



**Cécile Gadisseur
Manager**

in the presence of

 (ANDREW MORGAN)

Witness' signature

25 GREAT ALDENY STREET, LONDON W1F 9LT.
Witness' address

Executed as a Deed by

CVI CVF II LUX MASTER S.À.R.L

By



Cécile Gadisseur
Manager

in the presence of

 (Andrew Morgan)

Witness' signature

25 GREAT PULTENEY STREET, LONDON. W1F 9LT.

Witness' address

Executed as a Deed by


CVF LUX MASTER S.À.R.L

By



Cécile Gadisseur
Manager

in the presence of

 (Andrew Morgan)

Witness' signature

25 GREAT PULTENEY STREET, LONDON W1F 9LT

Witness' address

Executed as a Deed by

CVIC LUX MASTER S.À.R.L

By



Cécile Gadisseur
Manager

in the presence of

 (Andrew Morgan)

Witness' signature

25 GREAT PULTENEY STREET, LONDON. W1F 9LT

Witness' address

Executed as a Deed by

LLOYDS DEVELOPMENT CAPITAL (HOLDINGS) LIMITED

By its attorney N.A.W. Bacon

in the presence of

Witness' signature

K. R. ELKIN

Witness' address

Executed as a Deed by

LDC (MANAGERS) LIMITED

By its attorney N.A.W. Bacon

in the presence of

Witness' signature

Witness' address

AS ABOVE

Executed as a Deed by

SHIRLEY ANN JOHNSON

By

in the presence of

Witness' signature

Witness' address

Executed as a Deed by

LLOYDS DEVELOPMENT CAPITAL (HOLDINGS) LIMITED

By

in the presence of

Witness' signature

Witness' address

Executed as a Deed by

LDC (MANAGERS) LIMITED

By

in the presence of

Witness' signature

Witness' address

Executed as a Deed by

SHIRLEY ANN JOHNSON

By


her attorney Tim Marshall

in the presence of.

Witness' signature



Mark Stade

Witness' address

**MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT**

Executed as a Deed by

PHILIP ANTHONY GEORGE

By *His attorney*
Tim Presbitt



in the presence of

Witness' signature



Mark Stude

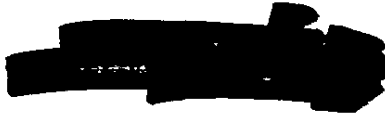
Witness' address

MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

Executed as a Deed by

COMMERCIAL FIRST DAC LIMITED

By *Tim Presbitt*



in the presence of

Witness' signature



Mark Stude

Witness' address

MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

Executed as a Deed by

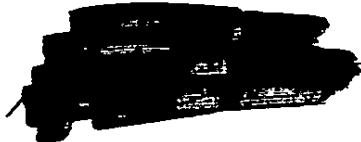
COMMERCIAL FIRST RF LIMITED

By *Tim Presbitt*



in the presence of

Witness' signature



Mark Stude

Witness' address

MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

Executed as a Deed by

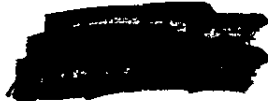
COLCHESTER FUNDING LIMITED

By *Tim Prohall*



in the presence of

Witness' signature



Mark Stude

Witness' address

**MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT**

Executed as a Deed by

COMMERCIAL FIRST BUSINESS LIMITED

By *Tim Prohall*



in the presence of

Witness' signature



Mark Stude

Witness' address

**MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT**

Executed as a deed by the affixing
of the common seal of **DEUTSCHE
TRUSTEE COMPANY LIMITED** in the
presence of

By

[Redacted signature]

Robert Bebb
Associate Director

in the presence of

[Redacted signature]

Clive Rakestrow
Associate Director

Witness' signature

Witness' address



Executed as a deed by **DEUTSCHE
BANK AG, LONDON BRANCH** acting
by

Authorised signatory

Authorised signatory

Executed as a deed by the affixing
of the common seal of **DEUTSCHE
TRUSTEE COMPANY LIMITED** in the
presence of

By

in the presence of

Witness' signature

Witness' address

Executed as a deed by **DEUTSCHE
BANK AG, LONDON BRANCH** acting
by

Authorised signatory


Frederic de Benoist
Director


Patrick Connors
Managing Director

Authorised signatory

SCHEDULE 1

**PART 1A - FORM OF SECURITY POWER OF ATTORNEY FROM THE ISSUER TO THE
SECURITY TRUSTEE**

THIS POWER OF ATTORNEY is made on [•] by Britannica II S a r l , a société a responsabilité limitée organized and established under the laws of the Grand Duchy of Luxembourg ("Luxembourg") and with the status of a *société de titrisation* (securitisation company) within the meaning of the Luxembourg law dated 22 March 2004 on securitisation, as amended ("Luxembourg Securitisation Law"), whose registered office is at 11-13, Boulevard de la Foire L-1528 Luxembourg, and registered with Luxembourg Trade and Companies Register under number B132040, acting in the name and on behalf of its Compartment Garsdale (the "Principal")

Whereas

- (1) By virtue of a deed of charge (the "**Deed of Charge**") dated on or about the [•] and made between, inter alia, the Principal and Deutsche Trustee Company Limited as security trustee (hereinafter referred to as the "**Attorney**"), provision was made for the execution by the Principal of this Power of Attorney
- (2) Words and expressions in this Power of Attorney will (save where expressed to the contrary) have the same meanings respectively as the words and expressions defined in or through the Deed of Charge

Now this Power of Attorney witnesses

- 1 The Principal hereby irrevocably and by way of security for the performance of the covenants, conditions and obligations on the part of the Principal contained in the Deed of Charge appoints the Attorney and any receiver (including any administrative receiver and any manager) appointed by the Attorney in accordance with the Deed of Charge ("**Receiver**") its true and lawful attorney for and in the Principal's name or otherwise to do any act, matter or thing which the Attorney or Receiver may do under and pursuant to the Deed of Charge and considers in each case bona fide necessary for the protection or preservation of the Attorney's interests in and rights in and to any property charged or assigned by or pursuant to the Deed of Charge or any part thereof or which ought to be done under the covenants, undertakings and provisions contained in the Deed of Charge on or after the service of an Enforcement Notice or in any other circumstances where the Attorney has become entitled to take steps referred to in the Deed of Charge including any or all of the following that is to say
 - (a) to do every act or thing which the Attorney or Receiver may deem to be necessary proper or expedient for fully and effectually vesting or transferring any security created by, and/or property charged or assigned pursuant to, the Deed of Charge or any part thereof and/or the Principal's estate right interest and title therein or thereto in or to the Attorney or Receiver and its successors in title or the person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Principal could have done, and
 - (b) to demand, sue for and receive payment of all monies due or payable under or in respect of the Relevant Contracts,
 - (c) the Attorney will have the power by writing under its hand by an officer of the Attorney (including every receiver appointed under the Deed of Charge) from time to time

- (i) to appoint one or more substitutes (each a "**Substitute**") (provided that there will not be more than one Substitute appointed at any one time in respect of the property charged or assigned by or pursuant to the Deed of Charge) who will have power to act on behalf of the Principal as if that substitute were originally appointed Attorney by this Power of Attorney, and/or
 - (ii) to revoke any such appointment at any time without assigning any reason therefor
- 2 (a) In favour of the Attorney, any Receiver and/or any Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts properly done and documents properly executed or signed by the Attorney, a Receiver or a Substitute in the proper purported exercise of any power conferred by this Power of Attorney will for all purposes be valid and binding on the Principal and its successors and assigns
- (b) The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Substitute appointed from time to time by the Attorney or Receiver and their respective estates against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the proper exercise, or the proper purported exercise, of any of the powers conferred by this Power of Attorney provided that the limited recourse provisions of clause 25 (*Limited Recourse*) of the Deed of Charge will apply to this indemnity, mutatis mutandis, as if set out in full herein
- (c) The provisions of this clause will continue in force after the revocation or termination, howsoever arising, of this Power of Attorney
- 3 The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Substitute will lawfully and properly do or cause to be done in and concerning the Security and/or the property charged or assigned by or pursuant to the Deed of Charge or any part thereof by virtue of this Power of Attorney
- 4 The Principal hereby declares that, this Power of Attorney having been given for security purposes and to secure a continuing obligation of the Principal, the powers hereby created will be irrevocable and will not (to the fullest extent permitted by applicable law) be affected by the Principal making an application for a suspension of payments or by the bankruptcy or insolvency of the Principal or by the making of an application by a third party for the bankruptcy or insolvency of the Principal or by the passing of a resolution for the voluntary liquidation of the Principal or any equivalent event
- 5 The laws of England and Wales will apply to this Power of Attorney and the interpretation thereof and to all acts of the Attorney, Receiver or any Substitute carried out or purported to be carried out under the terms hereof

IN WITNESS WHEREOF this Power of Attorney has been executed and delivered as a security power of attorney by the Principal the day and year first before written

Executed as a deed by)
Britannica II S à r.l acting in the name)
of and on behalf of its Compartment)
Garsdale

By Manager

in the presence of

Witness' signature

Witness' address

**PART 1B - FORM OF SECURITY POWER OF ATTORNEY FROM THE INVESTOR TO THE
SECURITY TRUSTEE**

THIS POWER OF ATTORNEY is made on [•] by [each Investor], whose [registered office/address] is at [•] (the "**Principal**")

Whereas

- (1) By virtue of a deed of charge (the "**Deed of Charge**") dated on or about the [•] and made between, inter alia, the Principal and Deutsche Trustee Company Limited as security trustee (hereinafter referred to as the "**Attorney**"), provision was made for the execution by the Principal of this Power of Attorney
- (2) Words and expressions in this Power of Attorney will (save where expressed to the contrary) have the same meanings respectively as the words and expressions defined in or through the Deed of Charge

Now this Power of Attorney witnesses

- 1 The Principal hereby irrevocably and by way of security for the performance of the covenants, conditions and obligations on the part of the Principal contained in the Deed of Charge appoints the Attorney and any receiver (including any administrative receiver and any manager) appointed by the Attorney in accordance with the Deed of Charge ("**Receiver**") its true and lawful attorney for and in the Principal's name or otherwise to do any act, matter or thing which the Attorney or Receiver may do under and pursuant to the Deed of Charge and considers in each case bona fide necessary for the protection or preservation of the Attorney's interests in and rights in and to any property charged or assigned by or pursuant to the Deed of Charge or any part thereof or which ought to be done under the covenants, undertakings and provisions contained in the Deed of Charge on or after the service of an Enforcement Notice or in any other circumstances where the Attorney has become entitled to take steps referred to in the Deed of Charge including any or all of the following that is to say
 - (a) to do every act or thing which the Attorney or Receiver may deem to be necessary proper or expedient for fully and effectually vesting or transferring any security created by, and/or property charged or assigned pursuant to, the Deed of Charge or any part thereof and/or the Principal's estate right interest and title therein or thereto in or to the Attorney or Receiver and its successors in title or the person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Principal could have done,
 - (b) the Attorney will have the power by writing under its hand by an officer of the Attorney (including every receiver appointed under the Deed of Charge) from time to time
 - (i) to appoint one or more substitutes (each a "**Substitute**") (provided that there will not be more than one Substitute appointed at any one time in respect of the property charged or assigned by or pursuant to the Deed of Charge) who will have power to act on behalf of the Principal as if that substitute were originally appointed Attorney by this Power of Attorney, and/or
 - (ii) to revoke any such appointment at any time without assigning any reason therefor

- 2 (a) In favour of the Attorney, any Receiver and/or any Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts properly done and documents properly executed or signed by the Attorney, a Receiver or a Substitute in the proper purported exercise of any power conferred by this Power of Attorney will for all purposes be valid and binding on the Principal and its successors and assigns
- (b) The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Substitute appointed from time to time by the Attorney or Receiver and their respective estates against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the proper the exercise, or the proper purported exercise, of any of the powers conferred by this Power of Attorney, provided that the limited recourse provisions of clause 25 (*Limited recourse*) of the Deed of Charge will apply to this indemnity, mutatis mutandis, as if set out in full herein
- (c) The provisions of this clause will continue in force after the revocation or termination, howsoever arising, of this Power of Attorney
- 3 The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Substitute will lawfully and properly do or cause to be done in and concerning the Security and/or the property charged or assigned by or pursuant to the Deed of Charge or any part thereof by virtue of this Power of Attorney
- 4 The Principal hereby declares that, this Power of Attorney having been given for security purposes and to secure a continuing obligation of the Principal, the powers hereby created will be irrevocable and will not (to the fullest extent permitted by applicable law) be affected by the Principal making an application for a suspension of payments or by the bankruptcy or insolvency of the Principal or by the making of an application by a third party for the bankruptcy or insolvency of the Principal or by the passing of a resolution for the voluntary liquidation of the Principal or any equivalent event
- 5 The laws of England and Wales will apply to this Power of Attorney and the interpretation thereof and to all acts of the Attorney, Receiver or any Substitute carried out or purported to be carried out under the terms hereof

IN WITNESS WHEREOF this Power of Attorney has been executed and delivered as a security power of attorney by the Principal the day and year first before written

Executed as a deed by)
[RELEVANT INVESTOR])
by)

SCHEDULE 2

POWERS OF A RECEIVER

A Receiver appointed under this Deed will have and be entitled to exercise all powers conferred by the statute or common law and will furthermore, but without limiting any powers otherwise referred to in this Deed, have power to do the following things either in his own name or in the name of the Issuer

- 1 to take possession of, get in and collect the Charged Property (or such part thereof in respect of which it may be appointed) or any part thereof including income whether accrued before or after the date of its appointment,
- 2 to carry on, manage, concur in or authorise the management of, or appoint a manager of, the whole or any part of the business of the Issuer,
- 3 to sell, transfer, convey, exchange, license, surrender, release, disclaim, abandon, return or otherwise dispose of or in any way whatsoever deal with the whole or any part of the Charged Property or any interest in that Charged Property or any part thereof for such consideration (if any) and upon such terms (including by deferred payment or payment by instalments) as it may think fit and to concur in any such transaction,
- 4 to sell or concur in selling the whole or any part of the Issuer's business whether as a going concern or otherwise,
- 5 to sell on condition and to grant rights and options over the whole or any part of the Charged Property and (with or without consideration) to rescind, surrender or disclaim or accept or agree to accept surrenders or disclaimers of agreements relating to or affecting any of the Charged Property in such circumstances, to such persons (including, without limitation, to the Security Trustee), for such purposes and upon such terms whatsoever as it may think fit and also to vary the terms of any contract affecting any of the Charged Property,
- 6 in connection with the exercise or the proposed exercise of any of its powers or in order to obtain payment of its remuneration (whether or not it is already payable), to borrow or raise monies from any person, including the Security Trustee, without security or on the security of any of the Charged Property and generally in such manner and on such terms as it may determine,
- 7 to bring, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims, disputes and proceedings concerning the Charged Property or any part thereof,
- 8 to transfer all or any of the Charged Property and/or any of the liabilities in connection therewith to any other company or body corporate, whether or not formed or acquired for the purpose and to form a subsidiary or subsidiaries of the Issuer,
- 9 to protect, maintain, repair, alter, improve, replace, exploit, add to and develop or concur in so doing the Charged Property or any part thereof in any manner and for any purpose whatsoever,
- 10 to redeem, discharge or compromise any Encumbrance from time to time having priority to or ranking *pari passu* with this Deed,
- 11 enter into covenants, guarantees, commitments, indemnities and other obligations or liabilities as it thinks fit,

- 12 to effect or maintain indemnity insurance and other insurance and obtain bonds and performance guarantees,
- 13 to appoint, dismiss, engage or vary the terms of employment of any employees, managers, agents or advisers of the Issuer upon such terms as to remuneration and otherwise and for such periods as it may determine,
- 14 in connection with the exercise of any of its powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of the Issuer or otherwise, as it may determine, all documents, receipts, registrations, acts or things which it may consider appropriate,
- 15 to exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Charged Property or incidental to the ownership of or rights in or to any of the Charged Property and to complete or effect any transaction entered into by the Issuer and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of the Issuer relating to or affecting the Charged Property,
- 16 to exercise all powers as are described in schedule 1 to the Insolvency Act 2000 and schedule 1 to the Insolvency (Northern Ireland) Order 1989 (as amended), whether or not the Receiver is an "administrative receiver" as defined in such Acts,
- 17 generally to carry out, or cause or authorise to be carried out, any transaction, scheme or arrangement whatsoever, whether similar or not to any of the foregoing, in relation to the Charged Property which it may consider expedient as effectually as if it were solely and absolutely entitled to the Charged Property,
- 18 to delegate by way of power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed on the terms (including the power to sub-delegate) and subject to any regulations which such Receiver may think fit and, provided that such Receiver is not grossly negligent in choosing such delegate or sub-delegate, such Receiver will not be liable or responsible in any way to the Issuer or the Security Trustee for any loss or liability arising from any act, omission, negligence, wilful default or fraud on the part of any such delegate or sub-delegate,
- 19 to call up or require the directors of the Issuer to call up all or any portion of the uncalled capital for the time being of the Issuer and to enforce payment of any such capital call by legal action (taken in the name of the Issuer or the Receiver as the Receiver may think fit),
- 20 to
 - (a) do all other acts and things which it may consider desirable or necessary for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed, and
 - (b) exercise in relation to any Charged Property all the powers, authorities and things which it would be capable of exercising if it were the absolute beneficial owner of the same,and may use the name of the Issuer for any of the above purposes, and
- 21 to pay and discharge out of the profits and income of the relevant Charged Property and the monies to be made by it in carrying on the business of the Issuer, the expenses incurred in the exercise of any of the powers conferred by this Deed or otherwise in

respect of such Charged Property and all outgoings which it will think fit to pay, to retain the proceeds from the Charged Property against future contingent liabilities of it or the Security Trustee and to apply the residue of the said profits, income or monies in the manner provided by the Post Enforcement Order of Priority

Provided nevertheless that a Receiver will not be authorised to exercise any of the aforesaid powers, authorities and discretions if and insofar and so long as (i) the Security Trustee excludes the same in writing whether at the time of his appointment or subsequently and/or (ii) the Security Trustee is prohibited from exercising such powers, authorities or discretions by the terms of any Finance Document

SCHEDULE 3

NOTICE DETAILS

The details referred to in Clause 23 (*Notices*) are

1 In the case of the Issuer

11-13 Boulevard de la Foire, L-1528, Luxembourg
Fax Number +352 269 757 97
For the attention of Cécile Gadisseur
Email Cecile.Gadisseur@carval.com

2 In the case of the Security Trustee

Deutsche Trustee Company Limited
Winchester House
1 Great Winchester Street
London EC2N 2DB
Tel +44 (0) 20 7545 8000
Fax +44 (0) 20 7547 5919
For the attention of Managing Director (ABS Group)
Email abs.mbs.london@list.db.com

3 In the case of each Investor

In the case of Lloyds Development Capital (Holdings) Limited

One, Vine Street
London
W1J OAH
For the attention of Narrinder Jugpal/Nick Bacon
Email NJugpal@ldc.co.uk / nickbacon@nickbaconassoc.co.uk

In the case of CVI CVF II Lux Master S a r l , CVF Lux Master S a r l and CVIC Lux Master S a r l

11-13 Boulevard de la Foire, L-1528, Luxembourg
Fax Number +352 269 757 97
For the attention of Cécile Gadisseur
Email Cecile.Gadisseur@carval.com

In the case of Commercial First RF Limited, Commercial First DAC Limited, Colchester Funding Limited and Commercial First Business Limited

95 Jessop House
Jessop Avenue
Cheltenham
Gloucestershire
GL50 3WG
Fax Number 01277 358201
For the attention of Tim Theobald
Email ttheobald@commercialfirst.co.uk

In the case of Philip Anthony George



Email Philip.George@shawbrook.co.uk

In the case of Shirley Ann Johnson



4 In the case of the Purchaser Agent

Winchester House

1 Great Winchester Street

London

EC2N 2DB

Attention Structured Finance

Email Julien.lefebvre@db.com , Frederic.de-benoist@db.com

SCHEDULE 4

FORM OF SCOTTISH SUPPLEMENTAL CHARGE

Scottish Supplemental Charge

ASSIGNATION IN SECURITY BY

- (1) **Britannica II S.à.r.l.**, a société à responsabilité limitée organized and established under the laws of the Grand Duchy of Luxembourg and with the status of a *société de titrisation* (securitisation company) within the meaning of the Luxembourg law dated 22 March 2004 on securitisation, as amended, whose registered office is at 11-13, Boulevard de la Foire L-1528 Luxembourg, and registered with Luxembourg Trade and Companies Register under number B132040, acting in the name and on behalf of its Compartment "Garsdale" (the "**Chargor**")

In favour of

- (2) **DEUTSCHE TRUSTEE COMPANY LIMITED** (registered number 00338230) whose registered office is at Winchester House, 1 Great Winchester Street, London, London EC2N 2DB (the "**Security Trustee**", which expression shall include its successors and assignees as security trustee under the Deed of Charge)

WHEREAS

- (A) This Deed is supplemental to a deed of charge dated [●] 2013 (the "**Deed of Charge**") made between the Chargor, the Security Trustee and others,
- (B) A Scots law governed declaration of trust dated [●] 2013 (the "**Ilford CFML Scottish Declaration of Trust**") has been entered into between Commercial First Mortgages Limited, a company incorporated in England and Wales (registered number 04461486) whose registered office is at Jessop House, Jessop Avenue, Cheltenham, Gloucestershire, GL50 3WG ("**CFML**" and/or the "**Ilford CFML Legal Title Holder**") in its capacity as trustee under the Ilford CFML Scottish Declaration of Trust and Ilford Funding Limited, a company incorporated in England and Wales (registered number 04473315) whose registered office is at Jessop House, Jessop Avenue, Cheltenham, Gloucestershire, GL50 3WG ("**Ilford**") in favour of the Chargor and delivered, in terms of which certain Scottish Loans together with their related Mortgages and other Related Security relative thereto, referred to therein as the "Scottish Trust Property" and more fully specified and defined therein (collectively, the "**Ilford CFML Scottish Trust Property**") are held in trust by the trustee for the Chargor,
- (C) A Scots law governed declaration of trust dated [●] 2013 (the "**Ilford CFBL Scottish Declaration of Trust**") has been entered into between Commercial First Business Limited, a company incorporated in England and Wales (registered number 05289018) whose registered office is at Jessop House, Jessop Avenue, Cheltenham, Gloucestershire, GL50 3WG ("**CFBL**" and/or the "**Ilford CFBL Legal Title Holder**" and together with the Ilford CFML Legal Title Holder, the "**Ilford Legal Title Holders**") in its capacity as trustee under the Ilford CFBL Scottish Declaration of Trust and Ilford in favour of the Chargor and delivered, in terms of which certain Scottish Loans together with their related Mortgages and other Related Security relative thereto, referred to therein as the "Scottish Trust Property" and as more fully specified and defined therein (collectively, the "**Ilford CFBL Scottish Trust Property**" and, together with the Ilford CFML Scottish Trust Property, the "**Ilford Scottish Trust Property**") are held in trust by the trustee for the Chargor,

- (D) A Scots law governed declaration of trust dated [●] 2013 (the "**Romford CFML Scottish Declaration of Trust**") has been entered into between CFML (the "**Romford CFML Legal Title Holder**") in its capacity as trustee under the Romford CFML Scottish Declaration of Trust and Romford Funding Limited, a company incorporated in England and Wales (registered number 05037532) whose registered office is at Jessop House, Jessop Avenue, Cheltenham, Gloucestershire, GL50 3WG ("**Romford**") in favour of the Chargor and delivered, in terms of which certain Scottish Loans together with their related Mortgages and other Related Security relative thereto, referred to therein as the "**Scottish Trust Property**" and more fully specified and defined therein (collectively, the "**Romford CFML Scottish Trust Property**") are held in trust by the trustee for the Chargor,
- (E) A Scots law governed declaration of trust dated [●] 2013 (the "**Romford CFBL Scottish Declaration of Trust**") and together with the Ilford CFML Scottish Declaration of Trust, the Ilford CFBL Scottish Declaration of Trust and the Romford CFML Scottish Declaration of Trust, the "**Scottish Declarations of Trust**") has been granted by CFBL (the "**Romford CFBL Legal Title Holder**") and together with the Romford CFML Legal Title Holder, the "**Romford Legal Title Holders**" and together with the Ilford Legal Title Holders, the "**Legal Title Holders**") in its capacity as trustee under the Romford CFBL Scottish Declaration of Trust and Romford in favour of the Chargor and delivered, in terms of which certain Scottish Loans together with their related Mortgages and other Related Security relative thereto, referred to therein as the "**Scottish Trust Property**" and as more fully specified and defined therein (collectively, the "**Romford CFBL Scottish Trust Property**" and, together with the Romford CFML Scottish Trust Property, the "**Romford Scottish Trust Property**" and together with the Ilford Scottish Trust Property, the "**Scottish Trust Property**") are held in trust by the trustee for the Chargor, and
- (F) This deed is made by the Chargor in favour of the Security Trustee in accordance with and pursuant to Clause 5 (*Scottish Trust Security*) of the Deed of Charge

NOW THEREFORE it is **AGREED** as follows

- 1 Unless otherwise defined herein or the context requires otherwise, words and expressions used herein (including the recitals hereto) have the meanings and constructions ascribed to them in the Deed of Charge and the Senior Loan Notes Purchase Agreement as that term is defined in the Deed of Charge
- 2 The Chargor covenants with and undertakes to the Security Trustee and binds and obliges itself that it will duly and punctually pay and discharge the Secured Obligations in accordance with the terms of Clause 2 (*Covenant to Pay*) of the Deed of Charge
- 3 The Chargor as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for redemption contained in Clause 9 (*Release of Charged Property, Continuity of Security and No Transfer of Obligations*) of the Deed of Charge HEREBY ASSIGNS to and in favour of the Security Trustee in security for the discharge and payment of the Secured Obligations the Chargor's whole right, title and interest, present and future, in and to the Scottish Trust Property as defined in each Scottish Declaration of Trust and in and to each Scottish Declaration of Trust, surrogating and substituting the Chargor in its full right and place therein and thereto
- 4 The Chargor undertakes to intimate (for itself and on behalf of the Security Trustee) to each Legal Title Holder immediately following its execution of this deed, this assignation, such intimation to be substantially in the form appearing at Part 1 of the schedule hereto and to obtain, on the same date, an acknowledgement of such intimation from each Legal Title Holder, such acknowledgement to be substantially in the form appearing at Part 2 of the schedule hereto

- 5 The Chargor hereby agrees that all the obligations, undertakings, covenants, rights and powers specified and contained in the Deed of Charge which relate to the property referred to in and the security and other rights and powers created under and pursuant to the Deed of Charge shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the property referred to in Clause 3 hereof and the security and other rights and powers created under and pursuant hereto and that the whole remaining terms of the Deed of Charge shall, except in so far as inconsistent herewith apply *mutatis mutandis* hereto **provided always that** this deed shall be without prejudice to the Deed of Charge and all of the rights, powers, obligations and immunities comprised therein and arising pursuant thereto, which shall remain in full force and effect notwithstanding this deed
- 6 This deed shall be governed by and construed in accordance with the law of Scotland

IN WITNESS WHEREOF these presents typewritten on this and the two preceding pages together with the schedule annexed hereto are executed for and on behalf of the Chargor as follows

SUBSCRIBED for and on behalf of the said

Britannica II S.à r.l., acting in the name and on behalf of its Compartment "**Garsdale**"

At

On

By

Name

Title Authorised Signatory

Witness signature

Witness name

Address

This is the schedule referred to in the foregoing Assignment in Security by Britannica II S.a.r.l, acting in the name and on behalf of its Compartment "Garsdale".

Part 1

Form of Intimation

To.	Commercial First Mortgages Limited	Commercial First Business Limited
	Knight Court	c/o Commercial First Mortgages Limited
	49 Crown Street	Knight Court
	Brentwood	49 Crown Street
	Essex CM14 4BD	Brentwood
	("CFML")	Essex CM14 4BD
	Attention Company Secretary	("CFBL")
		Attention Company Secretary

We, Britannica II S à r l, a société a responsabilité limitée organized and established under the laws of the Grand Duchy of Luxembourg and with the status of a *société de titrisation* (securitisation company) within the meaning of the Luxembourg law dated 22 March 2004 on securitisation, as amended, whose registered office is at 11-13, Boulevard de la Foire L-1528 Luxembourg, and registered with Luxembourg Trade and Companies Register under number B132040, acting in the name and on behalf of its Compartment "Garsdale" (the "**Chargor**") refer to the assignment in security dated the date hereof (a certified copy of which is annexed hereto) granted by us, the Chargor, in favour of **Deutsche Trustee Company Limited**, a company incorporated in England (registered number 00338230) and having its registered office at Winchester House, 1 Great Winchester Street, London, EC2N 2DB (the "**Security Trustee**") (the "**Scottish Supplemental Charge**") Unless the context otherwise requires or unless otherwise defined herein, terms defined in this intimation shall have the same meaning as in the Scottish Supplemental Charge

We hereby (on behalf of ourselves and the Security Trustee) intimate and give notice

(a) to you, CFML, in your capacity as trustee under the Ilford CFML Scottish Declaration of Trust and the Romford CFML Scottish Declaration of Trust, in each case granted in our favour dated the date of this notice that pursuant to the Scottish Supplemental Charge we have assigned to the Security Trustee our whole right, title and interest, present and future, in and to the relevant Scottish Trust Property as defined in the aforementioned CFML Scottish Declaration of Trust and (as applicable) the Romford CFML Scottish Declaration of Trust, and

(b) to you, CFBL, in your capacity as trustee under the Ilford CFBL Scottish Declaration of Trust and the Romford CFBL Scottish Declaration of Trust, in each case granted in our favour dated the date of this notice that pursuant to the Scottish Supplemental Charge we have assigned to the Security Trustee our whole right, title and interest, present and future, in and to the relevant Scottish Trust Property as defined in the aforementioned Ilford CFBL Scottish Declaration of Trust and (as applicable) the Romford CFBL Scottish Declaration of Trust,

We confirm that if you receive written notice from the Security Trustee certifying the security constituted by or pursuant to the Deed of Charge has become enforceable, you may rely on that notice and you shall not be bound to enquire whether the Security Trustee's right to exercise any of its rights has arisen or become exercisable

Please acknowledge receipt of this intimation and your acceptance of its contents by signing the attached duplicate acknowledgement and returning a copy to us at 11-13 Boulevard de la Foire L-1528 Luxembourg (Email [●] Attention [●]) and a copy to the Security Trustee at Winchester House, 1 Great Winchester Street, London, EC2N 3DB (Email abs mbs london@list db com)

This intimation shall be deemed to be delivered and the assignation of the relevant Scottish Trust Property referred to above intimated to the addressees noted above on receipt by the addressees of this intimation or a copy hereof (whether by e-mail, fax or otherwise), whether or not acknowledged hereon or thereon and whether or not the principal intimation is also itself physically delivered

Date [•] 2013

For and on behalf of **Britannica II Sàrl**, acting in the name and on behalf of its
Compartment "Garsdale"

Part 2

Form of Acknowledgement

[to be attached to intimation]

To Britannica II S à r l , a société a responsabilité limitée organized and established under the laws of the Grand Duchy of Luxembourg and with the status of a *société de titrisation* (securitisation company) within the meaning of the Luxembourg law dated 22 March 2004 on securitisation, as amended, whose registered office is at 11-13, Boulevard de la Foire L-1528 Luxembourg, and registered with Luxembourg Trade and Companies Register under number B132040, acting in the name and on behalf of its Compartment "Garsdale" (the "Chargor")

Deutsche Trustee Company Limited Winchester House, 1 Great Winchester Street, London, EC2N 2DB (the "Security Trustee")

Attention [•]

We acknowledge receipt of a form of intimation dated the date hereof (copy attached) (the "Intimation") and addressed to us by the Chargor in relation to the assignation by the Chargor of the relevant Scottish Trust Property pursuant to the Scottish Supplemental Charge as referred to in the Intimation

By our execution hereof, we acknowledge such intimation ourselves and confirm that save under or pursuant to the Deed of Charge (as defined in the Scottish Supplemental Charge) as at the date hereof we have not received notification of any other dealing with the relevant Scottish Trust Property or any part thereof or with the relevant Scottish Declaration of Trust (as each of those terms are defined in the Scottish Supplemental Charge)

Furthermore, we hereby agree and undertake to the Chargor and the Security Trustee that at any time after we have received written notice from the Security Trustee certifying that the security constituted by or pursuant to the Deed of Charge has become enforceable, if the Security Trustee or any Receiver appointed under the Deed of Charge shall so require, we will for so long as we are a trustee under the relevant Scottish Declaration of Trust join together with all other trustees (if any) under the relevant Scottish Declaration of Trust or any administrator thereof to sell or dispose of all or any part of the relevant Scottish Trust Property on terms previously approved by the Security Trustee and/or cause the trust constituted by the relevant Scottish Declaration of Trust to be wound up or performed and we will take all such actions and execute all such documents as may be necessary to effect such sale or disposal or winding up or performance and the distribution or transfer of the relevant Scottish Trust Property in accordance with the terms of the relevant Scottish Declaration of Trust, the Scottish Supplemental Charge and the Deed of Charge

Unless the context otherwise requires or unless otherwise defined herein, terms defined in this acknowledgment shall have the same meaning as in the Intimation

This acknowledgement shall be deemed to be delivered to the addressees noted above on receipt by the addressee of this acknowledgement or a copy hereof (whether by e-mail, fax or otherwise), whether or not acknowledged hereon or thereon and whether or not the principal acknowledgement is also itself physically delivered

Date [•] 2013

For and on behalf of **Commercial First Mortgages Limited**

Date [•] 2013

For and on behalf of **Commercial First Business Limited**

SCHEDULE 5

FORM OF NOTICES AND ACKNOWLEDGEMENTS OF ASSIGNMENT RELATING TO THE ISSUER'S SECURITY

Part 1A - Form of Notice of Assignment in relation to the Issuer's Security

From **Britannica II S.à r.l.** acting in the name and on behalf of its compartment Garsdale (the "Issuer")
11-13 Boulevard de la Foire
L-1528 Luxembourg

Cc **Deutsche Trustee Company Limited** (as Security Trustee)
Winchester House
1 Great Winchester Street
London
EC2N 2DB

To [Homeloan Management Limited ("HML") as Standby Special Servicer and Servicer/Ilford Funding Limited/Romford Funding Limited/ [•]]¹

Date 2013

Notice of Assignment

Dear Sirs

We hereby give you notice that, by a deed of charge dated the date of this notice (the "**Deed of Charge**") and made between, inter alia, Britannica II S.à r.l. acting in the name and on behalf of its compartment Garsdale (the "**Issuer**") and Deutsche Trustee Company Limited (the "**Security Trustee**"), the Issuer assigned absolutely to the Security Trustee all its rights, title, interest and benefit, present and future, in, to and under all [HML Primary Servicing Agreement/ Standby Special Servicer Agreement/the Asset Sale and Trust Agreements (other than the BMF Deeds) including the powers of attorney issued pursuant to them/Assignments of Contracts Deeds[•]]² to which the Issuer is a party

Words and expressions used herein and not defined will have the meanings given to them in or through the Deed of Charge

Subject to any other instructions given to you by the Security Trustee, you are authorised and instructed to deal with the Issuer in relation to the [HML Primary Servicing Agreement/ Standby Special Servicer Agreement/ the Asset Sale and Trust Agreements (other than the BMF Deeds) including the powers of attorney issued pursuant to them/ Assignments of Contracts Deeds [•]]³ to which you are a party as if the assignment referred to in the preceding paragraph had not taken place, save that you are not authorised or instructed to recognise the exercise by the Issuer of any right to vary or terminate the [HML Primary Servicing Agreement/ Standby Special Servicer Agreement/ the Asset Sale and Trust Agreements (other than the BMF Deeds) including the

¹ Delete as appropriate
² Delete as appropriate
³ Delete as appropriate

powers of attorney issued pursuant to them/ Assignments of Contracts Deeds [•]]⁴ to which you are a party unless the prior written consent of the Security Trustee has been obtained thereto

None of the instructions, authorisations and confirmations in this notice can be revoked in any way except with the Security Trustee's prior written consent

This notice (and all non-contractual obligations and liabilities arising out of or in connection with it) shall be governed by and construed in accordance with English law. We irrevocably submit to the exclusive jurisdiction of the Court of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this notice

This notice is irrevocable. Please acknowledge receipt of this notice to the Security Trustee on the enclosed Acknowledgement of Assignment

Yours faithfully

Manager

For and on behalf of

Britannica II S.à r.l. acting in the name and on behalf of its compartment Garsdale

⁴ Delete as appropriate

Part 1B

Form of Acknowledgement of assignment in relation to the Issuer's Security

From [Homeloan Management Limited as Standby Special Servicer and Servicer/ Ilford Funding Limited/Romford Funding Limited/[•]]

To **Britannica II S.à r.l** acting in the name and on behalf of its compartment Garsdale (the "Issuer")
11-13 Boulevard de la Foire
L-1528 Luxembourg

Cc **Deutsche Trustee Company Limited** (as Security Trustee)
Winchester House
1 Great Winchester Street
London
EC2N 2DB

Date 2013

Dear Sirs

We hereby acknowledge receipt of the Notice of Assignment dated on or about the date of this acknowledgement relating to the deed of charge dated on or about the date of this acknowledgement (the "**Deed of Charge**") and made between Britannica II S a r l acting in the name and on behalf of its compartment Garsdale (the "**Assignor**") and Deutsche Trustee Company Limited (the "**Security Trustee**") as adequate notice of the assignment and we further acknowledge that the assignment is effective to confer on the Security Trustee all the rights, title, interest and benefit, present and future, of the Assignor to and under the [HML Primary Servicing Agreement/ Standby Special Servicer Agreement/ the Asset Sale and Trust Agreements (other than the BMF Deeds) including the powers of attorney issued pursuant to them/Assignments of Contracts Deeds/[•]]⁵ to which we are a party

If the Assignor is in breach of any of its obligations, express or implied, under the [/ HML Primary Servicing Agreement/ Standby Special Servicer Agreement/ the Asset Sale and Trust Agreements (other than the BMF Deeds) and the powers of attorney issued pursuant to them/ Assignments of Contracts Deeds/[•]]⁶ to which we are a party, or if any event occurs which would permit us to terminate or cancel the [HML Primary Servicing Agreement/ Standby Special Servicer Agreement/ the Asset Sale and Trust Agreements (other than the BMF Deeds) including the powers of attorney issued pursuant to them/Assignments of Contracts Deeds/[•]]⁷ to which we are a party, we will immediately upon becoming aware of it give the Security Trustee notice of such breach or event

We agree not to recognise the exercise by the Assignor of any right to vary or terminate the [HML Primary Servicing Agreement/ Standby Special Servicer Agreement/ the Asset Sale and Trust Agreements (other than the BMF Deeds) including the powers of attorney issued pursuant to them/ Assignments of Contracts Deeds/[•]]⁸ to which we are a party without the prior written consent of the Security Trustee and to give the Security Trustee notice forthwith of any attempt by the Assignor to do so

⁵ Delete as appropriate

⁶ Delete as appropriate

⁷ Delete as appropriate

⁸ Delete as appropriate

We agree not to amend or modify the [HML Primary Servicing Agreement/ Standby Special Servicer Agreement/ the Asset Sale and Trust Agreements (other than the BMF Deeds) including the powers of attorney issued pursuant to them / Assignments of Contracts Deeds / [•]]⁹ to which we are a party without prior written approval of the Security Trustee

We have not received from any other person any notice of any assignment or charge of or any interest in the [HML Primary Servicing Agreement/ Standby Special Servicer Agreement/ the Asset Sale and Trust Agreements (other than the BMF Deeds) including the powers of attorney issued pursuant to them/ Assignments of Contracts Deeds/ [•]]¹⁰ to which we are a party

Words and expressions used herein and not defined will have the meanings given to them in or through the Deed of Charge

Yours faithfully

For and on behalf of

[Homeloan Management Limited/ Ilford Funding Limited/Romford Funding Limited/ [•]]¹¹

⁹ Delete as appropriate

¹⁰ Delete as appropriate

¹¹ Delete as appropriate

SCHEDULE 6

FORM OF NOTICES AND ACKNOWLEDGEMENTS OF ASSIGNMENT RELATING TO THE INVESTORS' SECURITY

Part 1A - Form of Notice of Assignment in relation to the Investors' Security

From Each Investor - See appendix 1 to this Schedule 6

Cc **Deutsche Trustee Company Limited** (as Security Trustee)
Winchester House
1 Great Winchester Street
London
EC2N 2DB

To **Commercial First Mortgages Limited**
95 Jessop House
Jessop Avenue
Cheltenham
Gloucestershire
GL50 3WG

Date 2013

Notice of Assignment

Dear Sirs

We hereby give you notice that, by a deed of charge dated the date of this notice (the "**Deed of Charge**") and made between, inter alia, the Investors and Deutsche Trustee Company Limited (the "**Security Trustee**"), the Investors assigned absolutely to the Security Trustee all its rights, title, interest and benefit, present and future, in, to and under the Investment Agreement to which you are a party

Words and expressions used herein and not defined will have the meanings given to them in or through the Deed of Charge

Subject to any other instructions given to you by the Security Trustee, you are authorised and instructed to deal with the Issuer in relation to the Investment Agreement to which you are a party as if the assignment referred to in the preceding paragraph had not taken place, save that you are not authorised or instructed to recognise the exercise by the Issuer of any right to vary or terminate the Investment Agreement to which you are a party unless the prior written consent of the Security Trustee has been obtained thereto

None of the instructions, authorisations and confirmations in this notice can be revoked in any way except with the Security Trustee's prior written consent

This notice (and all non-contractual obligations and liabilities arising out of or in connection with it) shall be governed by and construed in accordance with English law. We irrevocably submit to the exclusive jurisdiction of the Court of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this notice

This notice is irrevocable. Please acknowledge receipt of this notice to the Security Trustee on the enclosed Acknowledgement of Assignment.

Yours faithfully

[Each Investor]

Part 1B

Form of Acknowledgement of assignment in relation to the Issuer's Security

From **CFML**
95 Jessop House
Jessop Avenue
Cheltenham
Gloucestershire
GL50 3WG

To **Deutsche Trustee Company Limited** (as Security Trustee)
Winchester House
1 Great Winchester Street
London
EC2N 2DB

CC Each Investor - See appendix 1 to this Schedule 6

Date 2013

Dear Sirs

We hereby acknowledge receipt of the Notice of Assignment dated on or about the date of this acknowledgement relating to the deed of charge dated on or about the date of this acknowledgement (the "**Deed of Charge**") and made between the Investors (the "**Assignors**") and Deutsche Trustee Company Limited (the "**Security Trustee**") as adequate notice of the assignment and we further acknowledge that the assignment is effective to confer on the Security Trustee all the rights, title, interest and benefit, present and future, of the Assignors to and under the Investment Agreement to which we are a party

If the Assignors are in breach of any of its obligations, express or implied, under the Investment Agreement to which we are a party, or if any event occurs which would permit us to terminate or cancel the Investment Agreement to which we are a party, we will immediately upon becoming aware of it give the Security Trustee notice of such breach or event

We agree not to recognise the exercise by the Assignors of any right to vary or terminate the Investment Agreement to which we are a party without the prior written consent of the Security Trustee and to give the Security Trustee notice forthwith of any attempt by the Assignor to do so

We agree not to amend or modify the Investment Agreement to which we are a party without prior written approval of the Security Trustee

We have not received from any other person any notice of any assignment or charge of or any interest in the Investment Agreement to which we are a party

Words and expressions used herein and not defined will have the meanings given to them in or through the Deed of Charge

Yours faithfully

For and on behalf of
Commercial First Mortgages Limited

Appendix 1

CVI CVF II LUX MASTER S.À R.L.

11-13 boulevard de la Foire
L-1528 Luxembourg
Luxembourg

CVF LUX MASTER S.À R L

11-13 boulevard de la Foire
L-1528 Luxembourg
Luxembourg

CVIC LUX MASTER S À R.L

11-13 boulevard de la Foire
L-1528 Luxembourg
Luxembourg

Lloyds Development Capital (Holdings) Limited

One Vine Street
London
W1J 0AH

Shirley Ann Johnson

[REDACTED]

Philip Anthony George

[REDACTED]

Commercial First Business Limited

95 Jessop House
Jessop Avenue
Cheltenham
Gloucestershire
GL50 3WG

Commercial Funding Group Limited

95 Jessop House
Jessop Avenue
Cheltenham
Gloucestershire
GL50 3WG

Commercial First DAC Limited

95 Jessop House
Jessop Avenue
Cheltenham
Gloucestershire
GL50 3WG

Commercial First RF Limited
95 Jessop House
Jessop Avenue
Cheltenham
Gloucestershire
GL50 3WG

- 75 -

SCHEDULE 7

SUPPLEMENTAL DEED OF CHARGE

DATED

2013

BRITANNICA II S À R L ACTING IN THE NAME AND ON BEHALF OF ITS
COMPARTMENT GARSDALE
as Issuer

COMMERCIAL FIRST GROUP LIMITED
as CFG

COMMERCIAL FIRST MORTGAGE LIMITED
as Investor

DEUTSCHE TRUSTEE COMPANY LIMITED
as Securtty Trustee

-and-

DEUTSCHE BANK AG, LONDON BRANCH
as Purchaser Agent

SUPPLEMENTAL DEED OF CHARGE



M5126/00773
LIB02/F2TV/4496747 5

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

CONTENTS

CLAUSE	PAGE
1	1
2	3
3	3
4	4
5	5
6	6
7	6
8	6
9	8
10	10
11	11
12	11
13	11
14	11
15	12
16	12
17	12
18	13
19	14
SCHEDULE 1	17
SCHEDULE 2	26
SCHEDULE 3	27

THIS DEED OF CHARGE is made on

2013

BETWEEN

- (1) **Britannica II S.à r.l.**, a société à responsabilité limitée organized and established under the laws of the Grand Duchy of Luxembourg ("**Luxembourg**") and with the status of a société de titrisation (securitisation company) within the meaning of the Luxembourg law dated 22 March 2004 on securitisation, as amended ("**Luxembourg Securitisation Law**"), whose registered office is at 11-13, Boulevard de la Foire L-1528 Luxembourg, with a share capital of GBP 12,500 and registered with Luxembourg Trade and Companies Register under number B132040 (the "**Company**"), acting in the name and on behalf of its Compartment Garsdale (the "**Issuer**"),
 - (2) **Commercial First Mortgages Limited** a company incorporated under the laws of England and Wales, registered under number 04461486, whose registered office is at 95 Jessop House, Jessop Avenue, Cheltenham, Gloucestershire GL50 3WG (the "**Investor**"),
 - (3) **Deutsche Trustee Company Limited**, a company incorporated under the laws of England and Wales, registered under number 00338230, whose registered office is at Winchester House, 1 Great Winchester Street, London, EC2N 2DB (the "**Security Trustee**" which expression shall, where the context so admits, include all other persons for the time being acting as security trustee pursuant to this Deed of Charge),
 - (4) **Deutsche Bank AG, London Branch**, a company duly organised and existing under the laws of Germany and acting through its London branch at Winchester House, 1 Great Winchester Street, London, EC2N 2DB (the "**Purchaser Agent**"),
 - (5) **Commercial First Group Limited** a company incorporated under the laws of England and Wales, registered under number 04461471 whose registered office is at 95 Jessop House, Jessop Avenue, Cheltenham, Gloucestershire GL50 3WG ("**CFG**"),
- (and together, the "**Parties**")

WHEREAS:

- A The parties to this Supplemental Deed of Charge, hereafter, this Deed, are entering into this Deed in connection with a deed of charge and assignment entered into by the parties hereto on 2013 (the "**Original Deed of Charge**") and the transactions contemplated thereby
- B As a condition to the issue of the Senior Loan Notes, the Issuer is required to amend and supplement the Original Issuer Deed of Charge pursuant to and in accordance with this Deed
- C This Deed, together with the Original Deed of Charge (to which it is supplemental), secures and shall secure, among other things, all the obligations of the Issuer to the Secured Parties in respect of the Secured Obligations

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

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Words and expressions defined in the Senior Loan Notes Purchase Agreement (and including, for the avoidance of doubt, the Schedules thereto) dated on or around the date

hereof and entered into between, inter alios, the Issuer and the Security Trustee (the **"Senior Loan Notes Purchase Agreement"**) and the Original Deed of Charge shall, except so far as the context otherwise requires or otherwise defined in this Deed, have the same meaning in this Deed (including, for the avoidance of doubt, the recitals) If there is any conflict or inconsistency between the definitions contained in this Deed and the Senior Loan Notes Purchase Agreement and the Original Deed of Charge, the definitions in this Deed shall prevail

"CF Companies" means CFDAC, CFRF and CFL,

"CF Company Shares" means all the issued shares in each of the CF Companies at the Effective Date and any further shares or other rights which are acquired by CFG after the Effective Date,

"CFM Collection Accounts" means the CFM collection accounts as defined in the Account Bank Deed,

"Charged Property" means the assets and agreements of the Issuer, the Investor and CFG from time to time charged by the Issuer, the Investor and CFG under and in the manner set out in or pursuant to this Deed to secure the Secured Obligations,

"Investor Powers of Attorney" means the powers of attorney granted on or about the date of this deed by CFML in favour of the Issuer substantially in the form set out in the Mortgage Sale Agreements

1 2 Principles of Interpretation and Construction

This Deed incorporates the Rules of Construction set out in the Senior Loan Notes Purchase Agreement as if they were set out in full in this Deed (with references therein to the Senior Loan Notes Purchase Agreement being construed as references to this Deed) In the event of any conflict between the provisions of this Deed and the Rules of Construction, the provisions of this Deed will prevail

1 3 Construction

In this Deed, except where the context otherwise requires

- (a) if the Security Trustee (if so directed by the Secured Parties and provided with an opinion of counsel) considers that an amount paid by the Issuer to a Secured Party and/or the Security Trustee and/or the Receiver under or pursuant to the Finance Documents or this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of the Issuer or otherwise and that there is a reasonable prospect of such proceedings occurring and of such payment being so avoided or set aside, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed,
- (b) 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,
- (c) this Deed means this Deed of Charge and all the schedules hereto (as amended, modified and/or supplemented from time to time in accordance with the provisions set out herein) and each other document or deed entered into pursuant hereto (as amended, modified and/or supplemented from time to time as aforesaid) and expressed to be supplemental hereto,

- (d) a reference to the "Charged Property" will be construed as a reference to the property, assets, undertakings, rights or agreements charged or assigned pursuant to this Deed, and
- (e) a reference to the "Security" will be construed as a reference to any mortgage, charge, assignment or assignation by way of security or any other Encumbrance or security interest or security arrangement whatsoever created by or pursuant to this Deed, and any further security hereunder will be construed accordingly

2 COVENANT TO PAY

The Issuer covenants with and undertakes to the Security Trustee (for the Security Trustee's own account and as Security Trustee for the Secured Parties) that it will duly, unconditionally and punctually pay or discharge the Secured Obligations in the manner provided in the Senior Loan Notes, Original Deed of Charge, this Deed and the other Finance Documents

3 ISSUER'S SUPPLEMENTAL SECURITY

(a) Fixed Charge

The Issuer, by way of first fixed security for the payment or discharge of the Secured Obligations in respect of the transactions contemplated in the Finance Documents, subject to clause 7 hereof, with full title guarantee, hereby conveys, transfers and assigns absolutely, subject to a proviso for re-assignment on redemption (or, to the extent not assignable, charges by way of a first fixed charge), to and in favour of the Security Trustee the Benefit of

- (i) the Investor Powers of Attorney, and
- (ii) the trusts over the CFM Collection Accounts declared by the Investor in favour of the Issuer pursuant to clause 2 of the Account Bank Deed,

to the extent that the same have not been assigned by way of first fixed security pursuant to the Original Deed of Charge, including all rights to receive payment of any amounts which may become payable to the Issuer thereunder and all payments received by the Issuer thereunder including all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereto,

TO HOLD the same unto the Security Trustee for its own account and as security trustee for the Secured Parties

(b) Priority

Any Security created in the future by the Issuer in respect of the Investor Powers of Attorney (except in favour of the Security Trustee) will be expressed to be subject to this Deed and will rank in order of priority behind the charges created by or pursuant to this Deed

(c) Notice

By executing this Deed, the Issuer hereby notifies the Investor of the security interest created by clause 3 (*Issuer's Supplemental Security*) of this Deed and the

Investor hereby acknowledges the assignments, charges and other security interests made or granted by the foregoing provisions of this clause 3 and undertakes to the Security Trustee not to do anything inconsistent with the security given under this Deed or knowingly to prejudice the Security Trustee's security or injure the property charged or assigned hereby or to recognise the exercise by the Issuer of any right to vary or terminate any agreement so assigned unless the prior written consent of the Security Trustee has been obtained thereto provided that, without prejudice to clause 12 (*Enforcement*) of the Original Deed of Charge, nothing herein shall be construed as limiting the rights exercisable by the aforesaid parties or complying with their respective obligations in accordance with the terms of their respective agreements with the Issuer

4 INVESTOR'S SECURITY

4 1 Investment Agreement

The Investor, by way of first fixed security for the payment or discharge of the Secured Obligations in respect of the transactions contemplated in the Finance Documents, with full title guarantee and subject to clause 7 hereby conveys, transfers and assigns to and in favour of the Security Trustee all its rights, title, interest and benefit, present and future, in, under and to the Benefit of the Investment Agreement (but not, for the avoidance of doubt, any of its rights, title, interest and benefit, present and future, in, under and to the Issuer Shares or the Issuer CPECs or the Issuer PECs or the Benefit of any of them), including all rights to receive payment of any amounts which may become payable to the Investor thereunder and all payments received by the Investor thereunder including all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereto,

TO HOLD the same unto the Security Trustee for its own account and as security trustee for the Secured Parties

4 2 Priority

Any Security created in the future by the Investor in respect of the Investment Agreement (except in favour of the Security Trustee) will be expressed to be subject to this Deed and will rank in order of priority behind the charges created by or pursuant to this Deed

4 3 Notice

- (a) By executing this Deed, the Investor hereby notifies the Issuer of the security interest created by clause 4 1 (*Investment Agreement*) of this Deed and the Issuer hereby acknowledges the assignment and other security interests made or granted by the foregoing provisions of this clause 4
- (b) The Investor undertakes that it shall upon the execution of this Deed give notice to the parties (other than the Issuer) of the Investment Agreement of the security interest created by clause 4 (*Investor's Security*) in substantially the form of Part 1A of Schedule 3 (*Form of Notices and acknowledgements of assignment*) and shall procure delivery to the Security Trustee of an acknowledgement from each of the addressees of such notices in the relevant form(s) set out in Part 1B of Schedule 3

4 4 Positive Covenants of the Investor

- (a) CFML shall (i) retain a material net economic interest in the Assets which were originated by it an amount at least equal to at least 5% (or such higher percentage, if any, as may be required from time to time under Paragraph 1 of Article 122a ("Article 122a") of Directive 2006/48/EC (as amended by Directive 2009/111/EC) (the "CRD") or the corresponding law or rules of any applicable jurisdiction or the CRR) of the value of the relevant Assets in accordance with the text of Article 122a(1)(d) (taking into account the CRR and the EBA Consultation Paper) or, on and from 1 January 2014, the CRR and, (ii) not change the manner in which it retains such net economic interest, except to the extent permitted under Paragraph 1 of Article 122a or the CRR, and (iii) not enter into any credit risk mitigation, short position or any other credit risk hedge with respect to such net economic interest, except to the extent permitted under Paragraph 1 of Article 122a or the CRR
- (b) For the purposes of this paragraph
 - (i) "CRR" means Article 394-399 of the Capital Requirements Regulation which replaces Article 122a of the CRD in its entirety with effect on and from 1 January 2014, and
 - (ii) "EBA Consultation Paper" means the European Banking Authority's consultation paper published on 22 May 2013 on the Draft Regulatory Technical Standards and the Draft Implementing Technical Standards in respect of Article 394-399 of the Capital Requirements Regulation (the "CRR")

5 CFG'S SECURITY

5 1 CF Company Shares

CFG with full title guarantee and as continuing security for the payment or discharge of the Secured Obligations, and in favour of the Security Trustee, on the Effective Date

- (a) mortgages and charges all of its respective right, title interest and benefit, present and future, in and to the CF Company Shares by way of first equitable mortgage and first fixed charge, and
- (b) charges and agrees to charge all rights, monies, benefits and other properties which may from time to time accrue or be offered or arise by way of conversion, redemption, bonus, preference, option or otherwise in respect of any of the CF Company Shares or in substitution or exchange for any of the CF Company Shares,

TO HOLD the same unto the Security Trustee for its own account and as security trustee for the Secured Creditors

5 2 Priority

Any Security created in the future by CFG in respect of the CF Company Shares (except in favour of the Security Trustee) will be expressed to be subject to this Deed and will rank in order of priority behind the charges created by or pursuant to this Deed

5 3 Notice

CFG undertakes that it shall upon the execution of this Deed give notice to the CF Companies of the security interest created by clause 5 1 (*CFG's Security*) in substantially

the form of Part 1A of Schedule 3 (*Form of Notices and acknowledgements of assignment*) and shall procure delivery to the Security Trustee of an acknowledgement from each of the addressees of such notices in the relevant form(s) set out in Part 1B of Schedule 3

6 DECLARATION OF TRUST

The Security Trustee hereby declares itself a trustee of the covenants, undertakings, charges, assignments, assignations and other security interests made or given or to be made or given under or pursuant to this Deed or another Finance Document for itself and each Secured Party and in respect of the Secured Obligations owed to them respectively

7 RELEASE OF CHARGED PROPERTY, CONTINUITY OF SECURITY AND NO TRANSFER OF OBLIGATIONS

7.1 Redemption

Upon proof being given to the satisfaction of the Security Trustee as to the irrevocable and unconditional payment or discharge in full by the Issuer of all of the Secured Obligations the Security Trustee will, at the request and cost of the Issuer, the Investor or CFG (as the case may be), and with the other protections afforded by this Deed, but without being responsible for any loss, costs, claims or liabilities whatsoever occasioned by so acting upon such request or relying upon such proof, take whatever action is necessary to release the Charged Property from the Security to, or to the order of, the Issuer, the Investor or CFG (as the case may be)

7.2 Continuity of Security

This Deed shall be a continuing security for the Secured Parties, notwithstanding any intermediate payment or settlement of any part of the Secured Obligations or other matter whatever and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien or other rights exercisable by any Secured Party against the Issuer or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by any Secured Party for any of the Secured Obligations

7.3 No Transfer of Obligations

Notwithstanding anything else in this Deed, it is hereby agreed that the Security Trustee does not assume, nor shall the Security Trustee be obliged to perform, any obligations of any other party to this Deed or the other Finance Documents or of the Issuer, the Investor or CFG in respect of the Security and nothing in this Deed shall be construed so as to transfer any of such obligations to the Security Trustee

8 FURTHER ASSURANCE

8.1 Further assurance

The Issuer, the Investor and CFG will promptly do all such acts or execute all such documents (including any supplemental deed of charge in respect of any security created over any new assets, assignments, assignations, transfers, mortgages, standard securities, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s))

- (a) to perfect, protect or enhance the Security created or intended to be created by it in respect of the relevant Charged Property (which may include the execution by

the Issuer or the Investor or CFG, as the case may be, of a mortgage, standard security, sub-security, assignation, charge, or assignment, legal or equitable, over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of any rights relating to those assets,

- (b) to confer on the Security Trustee Security over any property and other assets of the Issuer located in any jurisdiction outside England and Wales and Scotland and Northern Ireland equivalent or similar to the Security intended to be conferred by or pursuant to this Deed,
- (c) to give or join in giving or procure the giving of such notices to such persons all in such form as the Security Trustee or the Receiver may properly and reasonably require from time to time, and
- (d) at any time after the Security constituted by or pursuant to this Deed has become enforceable, to execute and do all such documents, assurances, acts and things as the Security Trustee may properly and reasonably require for facilitating the realisation of the Charged Property and the exercise of all powers, authorities and discretions vested in the Security Trustee or in any Receiver of the Charged Property pursuant to this Deed or any part thereof or carry out any other actions required to facilitate the realisation of the relevant Charged Property
- (e) For the purposes of this clause 8.1 a certificate in writing signed by the Security Trustee to the effect that any particular assurance or thing required by it is reasonably required will be conclusive evidence of that fact

8.2 Necessary action

The Issuer, each Investor and CFG will take all such action (including making all filings and registrations) as may be necessary and requested by the Security Trustee for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred by it on the Security Trustee by or pursuant to this Deed

8.3 Consents

The Issuer, CFG, or the Investor, as applicable, will use reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Trustee) as soon as possible any consents necessary to enable the assets of the Issuer to be the subject of an effective fixed charge assignment, assignation in security or other security interest pursuant to clause 3 (*Issuer's Supplemental Security*) or, as the case may be, to enable both the Investment Agreement to be the subject of an effective charge pursuant to clause 4 (*Investor's Security*) and the CF Company Shares to be the subject of an effective mortgage or charge pursuant to clause 5 (*CFG's Security*) and, immediately upon obtaining any such consent, the asset concerned will become subject to such Security (and, until such time, the provisions of clauses 3 (*Issuer's Supplemental Security*), 4 (*Investor's Security*), and 5 (*CFG's Security*) of this Deed shall be construed subject to this clause 8.3) and the Issuer or each Investor or CFG as the case may be, will promptly deliver a copy of each consent to the Security Trustee

8.4 Implied covenants for title

The obligations of the Issuer under this Deed will be in addition to the covenants for title deemed to be included in this Deed by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 and Section 7 of the Conveyancing Act 1881

9 **COVENANTS AND WARRANTIES OF CFG**

9.1 **Trustee powers of attorney**

On or prior to the date of this deed CFG will execute and deliver to the Security Trustee the power of attorney in or substantially in the form set out in Schedule 1 Part 1C (*Form of Security Power of Attorney from CFG to the Security Trustee*)

9.2 **Representations and warranties**

On and from the Effective Date

- (a) CFG represents and warrants to the Security Trustee that it is the beneficial owner of and has full right and title to the CF Company Shares charged pursuant to clause 5 (*CFG's Security*), that such assets are free from any Encumbrance of any kind (other than the Encumbrance created by this Deed) and that the CF Company Shares are not subject to any option, that they are fully paid up and are validly allotted, and
- (b) CFG has its "centre of main interests", as that term is used in Article 3(i) of the Regulation, in England and Wales

9.3 **Negative covenants of CFG**

On and from the date of this deed CFG covenants and undertakes, in favour of the Security Trustee that it will

- (a) not without the prior written consent of the Security Trustee create or permit the creation, subsistence or occurrence of any Encumbrance or any other right in the CF Company Shares (other than the Encumbrance created by this Deed),
- (b) not, by voting, or indirectly, by abstaining from voting or not attending shareholders meetings cause the Articles of Association of each of the CF Companies to be amended or changed and in no case incorporate provisions regarding the consent requirement, right of first refusal, post-sale purchase rights or provisions limiting each of the CF Company's right to grant security,
- (c) not by voting, or indirectly by abstaining from voting or not attending shareholder meetings, take or permit the taking of any action whereby the rights attaching to the CF Company Shares are amended or further CF Company Shares are issued, save that it may take or permit the taking of action whereby the further CF Company Shares are issued provided that the Security over such CF Company Shares is registered at Companies House in the name of the Security Trustee to secure the payment and performance of the Secured Obligations,
- (d) not vote for any resolution for merger, division, liquidation or winding-up, unless the liquidation or winding-up is required by mandatory legislation, or for any resolution for the commencement of insolvency proceedings against the CF Companies or other similar proceedings which may adversely affect the effectiveness or value of the Security,
- (e) not sell, transfer or otherwise dispose of the CF Company Shares or permit the same to occur, and
- (f) not do or cause or permit to be done anything which in the Security Trustee's reasonable opinion will, or could be reasonably expected to, adversely affect the

CF Company Shares or the rights of the Security Trustee or any other Secured Creditor hereunder or which in any way would be reasonably likely to jeopardise or be inconsistent with the terms of the Encumbrances created under or pursuant to this Deed

9 4 Positive covenants of CFG

- (a) On and from the date of this deed CFG shall
- (i) promptly furnish the Security Trustee with such information or reports regarding the CF Company Shares as the Security Trustee may reasonably request from time to time, and
 - (ii) promptly and duly execute and deliver to the Security Trustee, at CFG's own expense, such further documents and assurances and take such further action as the Security Trustee acting as agent for the Secured Creditors may from time to time reasonably request in order to carry out the intent and purpose of this Deed and protect the rights and remedies created or intended to be created in favour of the Security Trustee on behalf of the Secured Creditors

9 5 Perfection of security over CF Company Shares

On or prior to the date of this deed CFG shall deposit with the Security Trustee to be held by the Security Trustee on trust for itself and the other Secured Creditors the share certificates evidencing title to the CF Company Shares together with blank, undated stock transfer forms executed in respect of the CF Company Shares

9 6 Further assurances and indemnity relating to CF Company Shares

On and from the date of this deed CFG undertakes that, for so long as any of the Secured Obligations remain outstanding and subject to clause 7 (*Release of Charged Property*), it shall

- (a) forthwith sign, seal, deliver and complete all transfers, renunciations, proxies, mandates, assignments, assignations, deeds and documents and do all acts and things which the Security Trustee may, in its absolute discretion, at any time and from time to time specify
- (i) for enabling or assisting it to perfect or improve its title to and security over the CF Company Shares,
 - (ii) following service of an Enforcement Notice, to vest the CF Company Shares in it or its nominee or nominees,
 - (iii) following the service of an Enforcement Notice, to exercise (or enable its nominee or nominees to exercise) any rights or powers attaching to the CF Company Shares, and
 - (iv) following the service of an Enforcement Notice, to sell or dispose of the CF Company Shares, and
 - (v) indemnify the Security Trustee (and any of its nominees) on demand from and against all losses, actions, claims, expenses, damages and liabilities which any of them may incur as a result of its interest in the CF Company Shares

9.7 Dividends and voting

- (a) Subject to the provisions of this Deed, until the service of an Enforcement Notice
 - (i) all and any dividends, return of capital, repayment of capital or other distributions that are permitted to be paid or made in respect of the CF Company Shares shall continue to be paid to CFG,
 - (ii) all voting and other rights and powers attached to the CF Company Shares shall continue to be exercisable by CFG,
- (b) After the service of an Enforcement Notice, the Security Trustee or any Receiver may exercise (in the name of CFG and without any other consent or authority from CFG) any voting rights, powers of ownership and any powers or rights which may be exercised by CFG in respect of the CF Company Shares

9.8 No release from obligations

So long as any of the Secured Obligations owed by the Issuer remain outstanding, CFG will not, without the prior written consent of the Security Trustee, permit any party to any of the Transaction Documents to be released from such obligations, except as may be permitted by this Deed or the terms of such Transaction Documents

10 INCORPORATION

- 10.1 The parties hereby agree that, subject to clause 10.2 (*Incorporation*) all of the obligations, undertakings, covenants, rights and powers specified and contained in the Original Deed of Charge, (other than the creation of security by the Issuer contained in clause 3 (*Issuer's Security*) of the Original Deed of Charge or, as the case may be, the creation of security by the Investors contained in clause 4 (*Investor's Security*) of the Original Deed of Charge) and the representations, warranties and covenants given by the Issuer in clause 10 (*Covenants and warranties of the Issuer*) of the Original Deed of Charge or the representations, warranties and covenants given by the Investors in clause 11 (*Covenants and warranties of each Investor*) of the Original Deed of Charge, shall be deemed to be incorporated into this Deed as if they were repeated herein by the Issuer and the Investor (as applicable), *mutatis mutandis*, and shall apply *mutatis mutandis* to the property referred to in clause 3 (*Issuer's Supplemental Security*) hereof and the security and other rights and powers created under and pursuant to this Deed, with each reference in the Original Deed of Charge to

- (a) "Charged Property" being to the Supplemental Charged Property, and
- (b) "Security" being to the Supplemental Security

- 10.2 For the avoidance of doubt, clause 10.1 (*Incorporation*) and this Deed generally shall not be construed as, or otherwise deemed to result in, clause 3 (*Issuer's Security*) or clause 4 (*Investor's Security*) of the Original Deed of Charge being repeated *mutatis mutandis* in relation to any property or assets being effectively charged by way of fixed charge or otherwise or being effectively assigned as security pursuant to that clause nor shall they otherwise be construed as any release or memorandum in satisfaction in whole or in part of the security created pursuant to clause 3 (*Issuer's Security*) or clause 4 (*Investor's Security*) of the Original Deed of Charge

11 PROVISIONS RELATING TO THE SECURITY

11.1 No responsibility for monitoring compliance

The Security Trustee shall have no duty, obligation or responsibility to ascertain whether an Event of Default or Potential Event of Default has occurred or is continuing, or to monitor or supervise the Issuer's, an Investor's, CFG's or any other person's functions or compliance with the terms of this Deed or any other Finance Document. The Security Trustee may assume (unless it has received actual notice to the contrary from the Issuer or the Purchaser Agent) that

- (a) no Event of Default or Potential Event of Default has occurred, that the Issuer is not in breach of or default under its obligations under any of the Finance Documents and that no party or person is in breach of, or in default under, any Finance Document, and
- (b) any right, power, authority or discretion vested by any Finance Document in any party thereto or any other person has not been exercised

11.2 Certificates of Transaction Parties

The Security Trustee will be entitled to rely upon a certificate reasonably believed by it to be genuine of a director of the Issuer or an Investor or CFG or of any authorised representative or director of any party to the Finance Documents in respect of every matter and circumstance for which a certificate is expressly provided for under this Deed, the Conditions or any Finance Documents and to call for and rely upon a certificate of a director of the Issuer or an Investor or CFG or of any authorised representative or director of any party to the Finance Documents reasonably believed by it to be genuine as to any other fact or matter prima facie within the knowledge of a director of the Issuer or an Investor or CFG or of any authorised representative or director of any party to the Finance Documents, as the case may be, as sufficient evidence thereof and the Security Trustee will not be bound in any such case to call for further evidence or be responsible for any Liability that may be occasioned by its failing so to do

12 APPLICATION OF TRUSTEE ACT

To the fullest extent permitted by law, Section 1 of the Trustee Act 2000 will not apply to the trust constituted by this Deed or to the role of the Security Trustee in relation to such trust. Any exercise by the Security Trustee of any rights or powers under this Deed that are the same as or similar to any rights or powers conferred on a trustee by the Trustee Act 2000 will be construed solely as the exercise of the relevant rights or powers under this Deed and not as the exercise of the same or any similar rights or powers under the Trustee Act 2000. For the avoidance of doubt the Security Trustee may retain or invest in securities payable to the bearer without appointing a person to act as a custodian

13 SECURITY TRUSTEE'S POWERS TO BE ADDITIONAL

The powers conferred on the Security Trustee by this Deed will be in addition to any powers which may from time to time be vested in the Security Trustee by the general law or by the Senior Loan Noteholders

14 MODIFICATION AND WAIVER

- 14.1 Subject as provided in this clause 14, this Deed and any other Finance Document may be amended or any provision herein or therein relating to any obligation of the Issuer or the Investor or CFG may be waived by the Security Trustee if directed by the Purchaser

Agent in each case pursuant to clause 13(c) of the Senior Loan Notes Purchase Agreement

- 14 2 All amendments and supplements to this Deed or another Finance Document must be made by written agreement of all parties to this Deed or such other Finance Document in order to be valid
- 14 3 Other than as expressly provided in the Finance Documents, no modification, amendment or waiver may increase or reduce in any manner the amount of, or accelerate or delay the timing of, or change the allocation or priority of, collections or distributions that are required to be made for the benefit of the Secured Parties without the consent of all of the affected Secured Parties

15 NOTICES

- 15 1 Where this Deed provides for the giving of notice or the making of any other communication, such notice or communication will not (unless otherwise expressly provided) be effective unless
- (a) given or made in writing, and
 - (b) shall be delivered personally or sent by first class post pre-paid recorded delivery (and air mail if overseas) or by fax or by email to the party due to receive the notice at its address or fax number or email address and marked for the attention of the person or persons set out in Schedule 2 (*Notice Details*) or to another address or fax number or email address marked for the attention of another person or persons specified by the receiving party by not less than 7 days' written notice to the other parties received before the notice was despatched

16 RIGHTS OF THIRD PARTIES

No person shall have any rights under this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party that exists or is available apart from that Act

17 FURTHER PROVISIONS

- 17 1 Save as amended or supplemented pursuant to this Deed, the provisions of the Original Deed of Charge shall remain in full force and effect. The Original Deed of Charge shall from the execution of this Deed be read and construed as one document with, and in conjunction with, this Deed
- 17 2 For the avoidance of doubt, any Security created under this Deed shall rank subordinated to any Security created under the Original Deed of Charge
- 17 3 The Security Trustee will account to the Issuer (or the Investor, or CFG, as the case may be) for any amount by which the value of the appropriated Charged Property exceeds the Secured Obligations then due
- 17 4 The Issuer, the Investor and CFG agree that the method of valuing such Charged Property under clause 12 5(b) of the Original Deed of Charge is commercially reasonable
- 17 5 The Security Trustee will not be obliged to take any action hereunder (whether before or after an Enforcement Notice) unless so instructed by the Purchaser Agent or any such action is required pursuant to clause 9 4 (*Positive covenants of CFG*) and it is indemnified and/or secured and pre-funded to its satisfaction against all actions, proceedings, claims

and demands to which it may render itself liable and all costs, charges, expenses and liabilities (and the remuneration payable to it) to which it may, in its opinion, thereby render itself liable

18 LIMITED RECOURSE

- 18.1 The provisions of clause 11.11 (*Limited Recourse*) of the Senior Loan Notes Purchase Agreement shall be incorporated into this Deed, *mutatis mutandis* (and, in particular, as if references to the Senior Loan Notes Purchase Agreement therein were references to this Deed) and shall apply notwithstanding any other provision of this Deed
- 18.2 Notwithstanding anything to the contrary in this Deed, all amounts payable or expressed to be payable by the Investor under this Deed (including any amounts payable pursuant to any indemnity) shall be recoverable solely out of and to the extent of the Security created by such Investor pursuant to this Deed
- 18.3 Notwithstanding anything to the contrary in this Deed, all amounts payable or expressed to be payable by CFG under this Deed (including any amounts payable pursuant to any indemnity) shall be recoverable solely out of and to the extent of the Security created by CFG pursuant to this Deed
- 18.4 The Security Trustee (on behalf of itself and the other Secured Parties) hereby agrees and acknowledges that
- (a) it will look solely to the Security created by the Investor and CFG hereunder for the payment of all amounts payable or expressed to be payable to it or another Secured Party by the Investor and CFG under this Deed except to the extent that such Security or any proceeds thereof is not entitled to be retained as a matter of law,
 - (b) it only has recourse to the Security created by the Investor and CFG hereunder for the payment of all amounts payable or expressed to be payable to it or another Secured Party by the Investor and CFG under this Deed, and
 - (c) once all of the Security created by the Investor and CFG hereunder has been realised (even if insufficient to satisfy any claims of the Secured Parties), the obligations of the Investor and CFG to the Secured Parties shall be discharged, the Secured Parties are not entitled to take any further steps against the Investor and CFG to recover any further sums and the right to receive any such sum shall be extinguished
- 18.5 No recourse under any obligation, covenant or agreement of the Investor or CFG contained in this Deed shall be had by any party hereto against any shareholder, member, officer or director of the Investor or CFG, by the enforcement of any assessment or by any proceeding, by virtue of any statute or otherwise, it being expressly acknowledged that this Deed is a corporate obligation of the Investor or CFG and no personal liability shall attach to or be incurred by the shareholders, members, officers, agents, employees or directors of the Investor or CFG as such, or any of them, under or by reason of any of the obligations, covenants or agreements contained herein, or implied therefrom, and that any and all personal liability for breaches by the Investor or CFG of any such obligations, covenants or agreements, either at law or by statute or constitution, of every such shareholder, member, officer, agent, employee or director will, upon completion of this Deed, be deemed to have been expressly waived. The aforementioned limitations shall not release or restrict any liabilities of an agent, shareholder, member, officer or director of the Investor or CFG that cannot be enforceably waived or released

19 **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

- 19 1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of England and Wales provided that any terms herein particular to Scots law or the laws of Northern Ireland will be construed in accordance with Scots law or the laws of Northern Ireland respectively
- 19 2 Each party to this Deed hereby irrevocably submits to the non-exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Deed, and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Deed hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding

IN WITNESS WHEREOF this Deed has been executed as a deed on the date on which it is stated to be made

Executed as a deed by
BRITANNICA II S A R.L ACTING IN THE NAME OF
AND ON BEHALF OF ITS COMPARTMENT GARSDALE.

By

in the presence of

Witness' signature

Witness' address

Executed as a Deed by

COMMERCIAL FIRST MORTGAGES LIMITED

By

in the presence of

Witness' signature

Witness' address

Executed as a deed by the affixing
of the common seal of **DEUTSCHE
TRUSTEE COMPANY LIMITED** in the
presence of

By

in the presence of

Witness' signature

Witness' address

Executed as a deed by **DEUTSCHE
BANK AG, LONDON BRANCH** acting
by

Authorised signatory

Authorised signatory

Executed as a deed by **COMMERCIAL
FIRST GROUP LIMITED** acting by

By

in the presence of

Witness' signature

Witness' address

SCHEDULE 1

PART 1A - FORM OF SECURITY POWER OF ATTORNEY FROM THE ISSUER TO THE SECURITY TRUSTEE

THIS POWER OF ATTORNEY is made on [•] by Britannica II S à r l , a société à responsabilité limitée organized and established under the laws of the Grand Duchy of Luxembourg ("Luxembourg") and with the status of a *société de titrisation* (securitisation company) within the meaning of the Luxembourg law dated 22 March 2004 on securitisation, as amended ("Luxembourg Securitisation Law"), whose registered office is at 11-13, Boulevard de la Foire L-1528 Luxembourg, and registered with Luxembourg Trade and Companies Register under number B132040, acting in the name and on behalf of its Compartment Garsdale (the "Principal")

Whereas

- (1) By virtue of a deed of charge (the "**Supplemental Deed of Charge**") dated on or about the [] and made between, inter alia, the Principal and Deutsche Trustee Company Limited as security trustee (hereinafter referred to as the "**Attorney**"), provision was made for the execution by the Principal of this Power of Attorney
- (2) Words and expressions in this Power of Attorney will (save where expressed to the contrary) have the same meanings respectively as the words and expressions defined in or, or incorporated by reference into, the Supplemental Deed of Charge

Now this Power of Attorney witnesses

- 1 The Principal hereby irrevocably and by way of security for the performance of the covenants, conditions and obligations on the part of the Principal contained in the Original Deed of Charge and the Supplemental Deed of Charge appoints the Attorney and any receiver (including any administrative receiver and any manager) appointed by the Attorney in accordance with the Original Deed of Charge ("**Receiver**") its true and lawful attorney for and in the Principal's name or otherwise to do any act, matter or thing which the Attorney or Receiver may do under and pursuant to the Original Deed of Charge and the Supplemental Deed of Charge and considers in each case bona fide necessary for the protection or preservation of the Attorney's interests in and rights in and to any property charged or assigned by or pursuant to the Deed of Charge or any part thereof or which ought to be done under the covenants, undertakings and provisions contained in the Original Deed of Charge and the Supplemental Deed of Charge on or after the service of an Enforcement Notice or in any other circumstances where the Attorney has become entitled to take steps referred to in the Original Deed of Charge including any or all of the following that is to say
 - (a) to do every act or thing which the Attorney or Receiver may deem to be necessary proper or expedient for fully and effectually vesting or transferring any security created by, and/or property charged or assigned pursuant to, the Original Deed of Charge and the Supplemental Deed of Charge or any part thereof and/or the Principal's estate right interest and title therein or thereto in or to the Attorney or Receiver and its successors in title or the person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Principal could have done, and
 - (b) to demand, sue for and receive payment of all monies due or payable under or in respect of the Charged Property,

- (c) the Attorney will have the power by writing under its hand by an officer of the Attorney (including every Receiver appointed under the Original Deed of Charge) from time to time
 - (i) to appoint one or more substitutes (each a "**Substitute**") (provided that there will not be more than one Substitute appointed at any one time in respect of the property charged or assigned by or pursuant to the Original Deed of Charge and the Supplemental Deed of Charge) who will have power to act on behalf of the Principal as if that substitute were originally appointed Attorney by this Power of Attorney, and/or
 - (ii) to revoke any such appointment at any time without assigning any reason therefor
- 2 (a) In favour of the Attorney, any Receiver and/or any Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts properly done and documents properly executed or signed by the Attorney, a Receiver or a Substitute in the proper purported exercise of any power conferred by this Power of Attorney will for all purposes be valid and binding on the Principal and its successors and assigns
- (b) The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Substitute appointed from time to time by the Attorney or Receiver and their respective estates against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the proper exercise, or the proper purported exercise, of any of the powers conferred by this Power of Attorney provided that the limited recourse provisions of clause 19 (*Limited Recourse*) of the Supplemental Deed of Charge will apply to this indemnity, mutatis mutandis, as if set out in full herein
- (c) The provisions of this clause will continue in force after the revocation or termination, howsoever arising, of this Power of Attorney
- 3 The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Substitute will lawfully and properly do or cause to be done in and concerning the Security and/or the property charged or assigned by or pursuant to the Original Deed of Charge and the Supplemental Deed of Charge or any part thereof by virtue of this Power of Attorney
- 4 The Principal hereby declares that, this Power of Attorney having been given for security purposes and to secure a continuing obligation of the Principal, the powers hereby created will be irrevocable and will not (to the fullest extent permitted by applicable law) be affected by the Principal making an application for a suspension of payments or by the bankruptcy or insolvency of the Principal or by the making of an application by a third party for the bankruptcy or insolvency of the Principal or by the passing of a resolution for the voluntary liquidation of the Principal or any equivalent event
- 5 The laws of England and Wales will apply to this Power of Attorney and the interpretation thereof and to all acts of the Attorney, Receiver or any Substitute carried out or purported to be carried out under the terms hereof

IN WITNESS WHEREOF this Power of Attorney has been executed and delivered as a security power of attorney by the Principal the day and year first before written

Executed as a deed by)
Britannica II S à r l acting in the name)
of and on behalf of its Compartment)
Garsdale

By Manager

in the presence of

Witness' signature

Witness' address

**PART 1B - FORM OF SECURITY POWER OF ATTORNEY FROM the Investor TO THE
SECURITY TRUSTEE**

THIS POWER OF ATTORNEY is made on [] by Commercial First Mortgages Limited, whose registered office is at 95 Jessop House, Jessop Avenue, Cheltenham, Gloucestershire GL50 3WG (the "**Principal**")

Whereas

- (1) By virtue of a deed of charge (the "**Supplemental Deed of Charge**") dated on or about the [] and made between, inter alia, the Principal and Deutsche Trustee Company Limited as security trustee (hereinafter referred to as the "**Attorney**"), provision was made for the execution by the Principal of this Power of Attorney
- (2) Words and expressions in this Power of Attorney will (save where expressed to the contrary) have the same meanings respectively as the words and expressions defined in or, or incorporated by reference into, the Deed of Charge

Now this Power of Attorney witnesses

- 1 The Principal hereby irrevocably and by way of security for the performance of the covenants, conditions and obligations on the part of the Principal contained in the Original Deed of Charge and the Supplemental Deed of Charge appoints the Attorney and any receiver (including any administrative receiver and any manager) appointed by the Attorney in accordance with the Original Deed of Charge ("**Receiver**") its true and lawful attorney for and in the Principal's name or otherwise to do any act, matter or thing which the Attorney or Receiver may do under and pursuant to the Original Deed of Charge and the Supplemental Deed of Charge and considers in each case bona fide necessary for the protection or preservation of the Attorney's interests in and rights in and to any property charged or assigned by or pursuant to the Deed of Charge or any part thereof or which ought to be done under the covenants, undertakings and provisions contained in the Original Deed of Charge and the Supplemental Deed of Charge on or after the service of an Enforcement Notice or in any other circumstances where the Attorney has become entitled to take steps referred to in the Original Deed of Charge including any or all of the following that is to say
 - (a) to do every act or thing which the Attorney or Receiver may deem to be necessary proper or expedient for fully and effectually vesting or transferring any security created by, and/or property charged or assigned pursuant to, the Original Deed of Charge and the Supplemental Deed of Charge or any part thereof and/or the Principal's estate right interest and title therein or thereto in or to the Attorney or Receiver and its successors in title or the person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Principal could have done, and
 - (b) to demand, sue for and receive payment of all monies due or payable under or in respect of the Charged Property,
 - (c) the Attorney will have the power by writing under its hand by an officer of the Attorney (including every Receiver appointed under the Original Deed of Charge) from time to time
 - (i) to appoint one or more substitutes (each a "**Substitute**") (provided that there will not be more than one Substitute appointed at any one time in

respect of the property charged or assigned by or pursuant to the Original Deed of Charge and the Supplemental Deed of Charge) who will have power to act on behalf of the Principal as if that substitute were originally appointed Attorney by this Power of Attorney, and/or

- (ii) to revoke any such appointment at any time without assigning any reason therefor
- 2
 - (a) In favour of the Attorney, any Receiver and/or any Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts properly done and documents properly executed or signed by the Attorney, a Receiver or a Substitute in the proper purported exercise of any power conferred by this Power of Attorney will for all purposes be valid and binding on the Principal and its successors and assigns
 - (b) The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Substitute appointed from time to time by the Attorney or Receiver and their respective estates against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the proper exercise, or the proper purported exercise, of any of the powers conferred by this Power of Attorney provided that the limited recourse provisions of clause 19 (*Limited Recourse*) of the Supplemental Deed of Charge will apply to this indemnity, mutatis mutandis, as if set out in full herein
 - (c) The provisions of this clause will continue in force after the revocation or termination, howsoever arising, of this Power of Attorney
- 3 The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Substitute will lawfully and properly do or cause to be done in and concerning the Security and/or the property charged or assigned by or pursuant to the Original Deed of Charge and the Supplemental Deed of Charge or any part thereof by virtue of this Power of Attorney
- 4 The Principal hereby declares that, this Power of Attorney having been given for security purposes and to secure a continuing obligation of the Principal, the powers hereby created will be irrevocable and will not (to the fullest extent permitted by applicable law) be affected by the Principal making an application for a suspension of payments or by the bankruptcy or insolvency of the Principal or by the making of an application by a third party for the bankruptcy or insolvency of the Principal or by the passing of a resolution for the voluntary liquidation of the Principal or any equivalent event
- 5 The laws of England and Wales will apply to this Power of Attorney and the interpretation thereof and to all acts of the Attorney, Receiver or any Substitute carried out or purported to be carried out under the terms hereof

IN WITNESS WHEREOF this Power of Attorney has been executed and delivered as a security power of attorney by the Principal the day and year first before written

Executed as a deed by)
COMMERCIAL FIRST MORTGAGES)
LIMITED)

by

Director

Witness

PART 1C - FORM OF SECURITY POWER OF ATTORNEY FROM CFG TO THE SECURITY TRUSTEE

THIS POWER OF ATTORNEY is made on [●] by Commercial First Group Limited, a company incorporated in England and Wales, registered under number 4461471, whose registered office is at 95 Jessop House, Jessop Avenue, Cheltenham, Gloucestershire GL50 3WG (the "**Principal**")

Whereas

- (1) By virtue of a deed of charge (the "**Supplemental Deed of Charge**") dated on or about the [●] and made between, inter alia, the Principal and Deutsche Trustee Company Limited as security trustee (hereinafter referred to as the "**Attorney**"), provision was made for the execution by the Principal of this Power of Attorney
- (2) Words and expressions in this Power of Attorney will (save where expressed to the contrary) have the same meanings respectively as the words and expressions defined in or through the Supplemental Deed of Charge

Now this Power of Attorney witnesses

- 1 The Principal hereby irrevocably and by way of security for the performance of the covenants, conditions and obligations on the part of the Principal contained in the Original Deed of Charge and the Supplemental Deed of Charge appoints the Attorney and any receiver (including any administrative receiver and any manager) appointed by the Attorney in accordance with the Original Deed of Charge ("**Receiver**") its true and lawful attorney for and in the Principal's name or otherwise to do any act, matter or thing which the Attorney or Receiver may do under and pursuant to the Original Deed of Charge and the Supplemental Deed of Charge and considers in each case bona fide necessary for the protection or preservation of the Attorney's interests in and rights in and to any property charged or assigned by or pursuant to the Deed of Charge or any part thereof or which ought to be done under the covenants, undertakings and provisions contained in the Original Deed of Charge and the Supplemental Deed of Charge on or after the service of an Enforcement Notice or in any other circumstances where the Attorney has become entitled to take steps referred to in the Original Deed of Charge including any or all of the following that is to say
 - (a) to do every act or thing which the Attorney or Receiver may deem to be necessary proper or expedient for fully and effectually vesting or transferring any security created by, and/or property charged or assigned pursuant to, the Original Deed of Charge and the Supplemental Deed of Charge or any part thereof and/or the Principal's estate right interest and title therein or thereto in or to the Attorney or Receiver and its successors in title or the person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Principal could have done, and
 - (b) to demand, sue for and receive payment of all monies due or payable under or in respect of the Charged Property,
 - (c) the Attorney will have the power by writing under its hand by an officer of the Attorney (including every Receiver appointed under the Original Deed of Charge) from time to time
 - (i) to appoint one or more substitutes (each a "**Substitute**") (provided that there will not be more than one Substitute appointed at any one time in

respect of the property charged or assigned by or pursuant to the Original Deed of Charge and the Supplemental Deed of Charge) who will have power to act on behalf of the Principal as if that substitute were originally appointed Attorney by this Power of Attorney, and/or

- (ii) to revoke any such appointment at any time without assigning any reason therefor
- 2
- (a) In favour of the Attorney, any Receiver and/or any Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts properly done and documents properly executed or signed by the Attorney, a Receiver or a Substitute in the proper purported exercise of any power conferred by this Power of Attorney will for all purposes be valid and binding on the Principal and its successors and assigns
 - (b) The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Substitute appointed from time to time by the Attorney or Receiver and their respective estates against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the proper exercise, or the proper purported exercise, of any of the powers conferred by this Power of Attorney provided that the limited recourse provisions of clause 19 (*Limited Recourse*) of the Supplemental Deed of Charge will apply to this indemnity, mutatis mutandis, as if set out in full herein
 - (c) The provisions of this clause will continue in force after the revocation or termination, howsoever arising, of this Power of Attorney
- 3 The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Substitute will lawfully and properly do or cause to be done in and concerning the Security and/or the property charged or assigned by or pursuant to the Original Deed of Charge and the Supplemental Deed of Charge or any part thereof by virtue of this Power of Attorney
- 4 The Principal hereby declares that, this Power of Attorney having been given for security purposes and to secure a continuing obligation of the Principal, the powers hereby created will be irrevocable and will not (to the fullest extent permitted by applicable law) be affected by the Principal making an application for a suspension of payments or by the bankruptcy or insolvency of the Principal or by the making of an application by a third party for the bankruptcy or insolvency of the Principal or by the passing of a resolution for the voluntary liquidation of the Principal or any equivalent event
- 5 The laws of England and Wales will apply to this Power of Attorney and the interpretation thereof and to all acts of the Attorney, Receiver or any Substitute carried out or purported to be carried out under the terms hereof

(IN WITNESS WHEREOF this Power of Attorney has been executed and delivered as a security power of attorney by the Principal the day and year first before written

Executed as a deed by)
COMMERCIAL FIRST GROUP)
LIMITED)
by

Director

Witness

SCHEDULE 2

NOTICE DETAILS

The details referred to in clause 23 (*Notices*) are

1 In the case of the Issuer

11-13 Boulevard de la Foire, L-1528, Luxembourg
Fax Number +352 269 757 97
For the attention of Cécile Gadisseur
Email Cecile.Gadisseur@carval.com

2 In the case of the Security Trustee

Deutsche Trustee Company Limited
Winchester House
1 Great Winchester Street
London EC2N 2DB
Tel +44 (0) 20 7545 8000
Fax +44 (0) 20 7547 5919
For the attention of Managing Director (ABS Group)
Email abs.mbs.london@list.db.com

3 In the case of the Investor

95 Jessop House
Jessop Avenue
Cheltenham
Gloucestershire
GL50 3WG
Fax Number 01277 358201
For the attention of Tim Theobald
Email ttheobald@commercialfirst.co.uk

4 In the case of the Purchaser Agent

Winchester House
1 Great Winchester Street
London
EC2N 2DB
Attention Structured Finance
Email Julien.lefebvre@db.com , Frederic.de-benoist@db.com

5 In the case of CFG

95 Jessop House
Jessop Avenue
Cheltenham
Gloucestershire
GL50 3WG
Fax Number 01277 358201
For the attention of Tim Theobald
Email ttheobald@commercialfirst.co.uk

SCHEDULE 3

FORM OF NOTICES AND ACKNOWLEDGEMENTS

Part 1A - Form of Notice of Assignment in relation to the [Investor/ CFG's] Security

From **[Commercial First Mortgages Ltd (the "Investor")]/ [CFG]**
95 Jessop House
Jessop Avenue
Cheltenham
Gloucestershire
GL50 3WG

Cc **Deutsche Trustee Company Limited** (as Security Trustee)
Winchester House
1 Great Winchester Street
London
EC2N 2DB

To **[[CVI CVF II Lux Master S à r l, CVF Lux Master S à r l, CVIC Lux Master S à r l], [Colchester Funding Ltd, Commercial First DAC Limited, Commercial First Business Ltd, Commercial First RF Limited], [Lloyds Development Capital (Holdings) Ltd], [Shirley Ann Johnson], [Philip Anthony George], [CF Companies]]**¹

Date 2013

Notice of Assignment

Dear Sirs

We hereby give you notice that, by a deed of charge dated the date of this notice (the "**Supplemental Deed of Charge**") and made between, inter alia, Commercial First Mortgages Limited, CFG and Deutsche Trustee Company Limited (the "**Security Trustee**"), [the Investor/CFG] assigned absolutely to the Security Trustee all its rights, title, interest and benefit, present and future, in, [to and under the Investment Agreement]/[the CF Company Shares]

Words and expressions used herein and not defined will have the meanings given to them in or through the Supplemental Deed of Charge

[Subject to any other instructions given to you by the Security Trustee, you are authorised and instructed to deal with the Investor in relation to the Investment Agreement to which you are a party as if the assignment referred to in the preceding paragraph had not taken place save that you are not authorised or instructed to recognise the exercise by the Investor of any right to vary or terminate the Investment Agreement to which you are a party unless the prior written consent of the Security Trustee has been obtained thereto]

None of the instructions, authorisations and confirmations in this notice can be revoked in any way except with the Security Trustee's prior written consent

This notice (and all non-contractual obligations and liabilities arising out of or in connection with it) shall be governed by and construed in accordance with English law. We irrevocably submit to the exclusive jurisdiction of the Court of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this notice

¹ Delete as appropriate

This notice is irrevocable. Please acknowledge receipt of this notice to the Security Trustee on the enclosed Acknowledgement of Assignment.

Yours faithfully

For and on behalf of
[Commercial First Mortgages Ltd]/ [CFG]

Part 1B

Form of Acknowledgement of assignment in relation to the Investor's Security

From [[CVI CVF II Lux Master S à r l, CVF Lux Master S a r l, CVIC Lux Master S à r l], [Colchester Funding Ltd, Commercial First DAC Limited, Commercial First Business Ltd, Commercial First RF Limited], [Lloyds Development Capital (Holdings) Ltd], [Shirley Ann Johnson], [Philip Anthony George], [CF Companies]]²

To **[Commercial First Mortgages Ltd (the "Investor")]/ [CFG]**
95 Jessop House
Jessop Avenue
Cheltenham
Gloucestershire
GL50 3WG

Cc **Deutsche Trustee Company Limited** (as Security Trustee)
Winchester House
1 Great Winchester Street
London
EC2N 2DB

Date 2013

Dear Sirs

We hereby acknowledge receipt of the Notice of Assignment dated on or about the date of this acknowledgement relating to the deed of charge dated on or about the date of this acknowledgement (the "**Supplemental Deed of Charge**") and made between [Commercial First Mortgages Ltd]/ [CFG] (the "**Assignor**") and Deutsche Trustee Company Limited (the "**Security Trustee**") as adequate notice of the assignment and we further acknowledge that the assignment is effective to confer on the Security Trustee all the rights, title, interest and benefit, present and future, of the Assignor to and under [the Investment Agreement to which we are a party]/ [the CF Company Shares]

[If the Assignor is in breach of any of its obligations, express or implied, under the Investment Agreement to which we are a party, or if any event occurs which would permit us to terminate or cancel the Investment Agreement to which we are a party, we will immediately upon becoming aware of it give the Security Trustee notice of such breach or event]

[We agree not to recognise the exercise by the Assignor of any right to vary or terminate the Investment Agreement to which we are a party without the prior written consent of the Security Trustee and to give the Security Trustee notice forthwith of any attempt by the Assignor to do so]

[We agree not to amend or modify the Investment Agreement to which we are a party without prior written approval of the Security Trustee]

We have not received from any other person any notice of any assignment or charge of or any interest in the [Investment Agreement to which we are a party]/ [CF Company Shares]

Words and expressions used herein and not defined will have the meanings given to them in or through the Supplemental Deed of Charge

Delete as appropriate

Yours faithfully

For and on behalf of

[[CVI CVF II Lux Master S.à.r.l, CVF Lux Master S à r l, CVIC Lux Master S à r l], [Colchester Funding Ltd, Commercial First DAC Limited, Commercial First Business Ltd, Commercial First RF Limited], [Lloyds Development Capital (Holdings) Ltd], [Shirley Ann Johnson], [Philip Anthony George], [CF Companies]]³

³ Delete as appropriate