



Registration of a Charge

Company name: **Asset Finance 1 Class A Note IssueCo PLC**

Company number: **10479863**



X5YTJOE8

Received for Electronic Filing: **24/01/2017**

Details of Charge

Date of creation: **17/01/2017**

Charge code: **1047 9863 0001**

Persons entitled: **U.S. BANK TRUSTEES LIMITED (AS CLASS A NOTE SECURITY TRUSTEE FOR THE CLASS A NOTE SECURED PARTIES)**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

LEIGH FERRIS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10479863

Charge code: 1047 9863 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th January 2017 and created by Asset Finance 1 Class A Note IssueCo PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th January 2017 .

Given at Companies House, Cardiff on 25th January 2017

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

25



DLA PIPER

I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

Execution Version

DATE 24.01.17
SIGNED DLA PIPER UK LLP
DLA PIPER UK LLP

DATED 17 JANUARY 2017

CLASS A ISSUER DEED OF CHARGE

ASSET FINANCE 1 CLASS A NOTE ISSUECO PLC
as Class A Issuer

and

U.S. BANK TRUSTEES LIMITED
as Class A Note Security Trustee

TABLE OF CONTENTS

	PAGE
1. DEFINITIONS AND INTERPRETATION	1
2. THE CLASS A ISSUER'S COVENANT TO PAY.....	1
3. SECURITY	2
4. FLOATING CHARGE	3
5. NO TRANSFER OF OBLIGATIONS.....	5
6. NOTICE OF SECURITY	5
7. REDEMPTION AND RELEASE	5
8. CONTINUANCE OF SECURITY	6
9. ENFORCEMENT	6
10. CLASS A ISSUER POST-ENFORCEMENT PRIORITY OF PAYMENTS	7
11. EXPENSES	7
12. THE CLASS A NOTE SECURITY TRUSTEE'S POWERS	8
13. APPOINTMENT AND REMOVAL OF RECEIVER OR ADMINISTRATOR	10
14. PROVISIONS RELATING TO RECEIVER	11
15. POWERS OF A RECEIVER	12
16. PROTECTION OF THIRD PARTIES	13
17. PROTECTION OF TRUSTEE AND RECEIVER	13
18. INDEMNITY	15
19. FURTHER ASSURANCES AND POWER OF ATTORNEY	16
20. OTHER SECURITY ETC.	16
21. REPRESENTATIONS AND WARRANTIES	17
22. COVENANTS	17
23. APPLICATION TO COURT	19
24. MISCELLANEOUS	19
25. NOTICES	20
26. THIRD PARTY RIGHTS	20
27. COUNTERPARTS	20
28. GOVERNING LAW	20
29. JURISDICTION	20
SCHEDULE 1 SECURITY PROTECTION NOTICE	21
SCHEDULE 1 FORM OF NOTICE OF CREATION OF ISSUER SECURITY	22

THIS DEED is made on 17 January 2017

BETWEEN:

- (1) **ASSET FINANCE 1 CLASS A NOTE ISSUECO PLC**, a public limited company incorporated under the laws of England and Wales (registration number 10479863) whose registered office is at 35 Great St. Helen's, London, EC3A 6AP, United Kingdom (the "**Class A Issuer**" and a "**Chargor**"); and
- (2) **U.S. BANK TRUSTEES LIMITED**, a private limited company incorporated under the laws of England and Wales (registration number 02379632) whose registered office is at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, United Kingdom (the "**Class A Note Security Trustee**", which expression shall, wherever the context so admits, include such person and all other persons for the time being acting under this Deed in the capacity of Class A Note Security Trustee).

WHEREAS:

- (A) The Class A Issuer has agreed to charge and/or assign in favour of the Class A Note Security Trustee all of its rights title and interest in and to and the benefit of all of its property, assets and undertaking as security for the obligations of the Class A Issuer to the Class A Note Secured Parties.
- (B) The Class A Note Security Trustee has agreed to hold the benefit of the security created by or pursuant to this Deed for the benefit of the Class A Note Secured Parties upon and subject to the terms of this Deed and the Class A Security Trust Deed.

NOW THIS DEED WITNESSES as follows

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise defined in this Deed or the context otherwise requires, words and expressions used in this Deed (including the Recitals and Schedules) shall have the meaning given to them in the Master Definitions Agreement dated on or about the date of this Deed and entered into between, among others, U.S. Bank Trustees Limited (in various capacities), Asset Finance 1 Class A Note IssueCo plc, Asset Finance 1 Class B Note IssueCo plc, AFP 1 Asset HoldCo LLP and AFP 1 Intermediate BorrowingCo Limited (the "**Master Definitions Agreement**").
- 1.2 By their execution of this Deed, each of the parties to this Deed acknowledges, and consents to, the creation of the security pursuant to Clause 3 (*Security*) of this Deed.
- 1.3 This Deed shall be construed in accordance with the principles of construction and interpretation set out in the Master Definitions Agreement as if Schedule 2 (*Principles of Construction*) of the Master Definitions Agreement was set out in full in this Deed, *mutatis mutandis*.
- 1.4 This Deed is the Class A Issuer Deed of Charge referred to in the Master Definitions Agreement and is a Class A Note Security Document and a Class A Transaction Document.

2. THE CLASS A ISSUER'S COVENANT TO PAY

- 2.1 The Class A Issuer covenants with and undertakes to the Class A Note Security Trustee (for its own account and on trust for the benefit of itself and the other Class A Note Secured Parties) that it shall duly, unconditionally and punctually pay and discharge, or procure the

payment and discharge of, all the Class A Issuer Secured Obligations which from time to time become due, owing or payable by the Class A Issuer, at the time and in the manner provided in the relevant provisions of each Class A Note Transaction Document to which it is a party.

- 2.2 The Class A Note Security Trustee agrees that it shall hold the covenants, security and all other rights and benefits given to it under this Deed on trust for the Class A Note Secured Parties upon and subject to the terms of this Deed and the Class A Security Trust Deed.

3. SECURITY

- 3.1 Subject to the proviso regarding release in Clause 7 (*Redemption and Release*), as continuing security for the payment or discharge of the Class A Issuer Secured Obligations, the Class A Issuer with full title guarantee, in favour of the Class A Note Security Trustee (for its own account and on trust for the benefit of itself and the other Class A Note Secured Parties):

- (a) assigns by way of first fixed security all of its present and future rights, title and interest (actual and contingent) in and to and the benefit of:
- (i) each of the Class A Note Transaction Documents to which it is a party;
 - (ii) the benefit of its beneficial interest in the security trust established in respect of the Class A Loan Security pursuant to the Class A Security Trust Deed;
 - (iii) each other contract, agreement and deed governed by English law to which the Class A Issuer is or becomes a party (other than the Class A Note Trust Deed and this Deed), and any other document, present and future, in each case relating to all or any part of the Class A Issuer Secured Assets; and
 - (iv) all of its present and future rights, title and interest (actual and contingent) in and to and the benefit of each Class A Loan and all of its other book debts, present and future, the proceeds of the same and all other moneys due and payable to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing (including entitlements to interest),

including, without limitation, all rights to receive payment of any amounts which may become payable to the Class A Issuer thereunder and all payments received by the Class A Issuer thereunder from time to time, 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 thereof; and

- (b) charges by way of first fixed charge:
- (i) the benefit of the Class A Issuer Transaction Account and each other bank account of the Class A Issuer (and any replacement therefor); and
 - (ii) all of its present and future rights, title and interest (actual and contingent), in and to and the benefit of all of its rights in any agreements, reports and other documents from time to time relating to all or any part of the Class A Issuer Secured Assets (but only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 3.1(a)).

- 3.2 All rights, powers, authorities, discretions and remedies of the Class A Issuer under or in respect of the documents referred to in Clause 3.1(a) and 3.1(b)(ii) shall be exercised by the

Class A Issuer subject to and in accordance with the express provisions of the Class A Note Transaction Documents and any directions given to it by the Class A Note Security Trustee or any Receiver by or pursuant to this Deed, the Class A Security Trust Deed and the Intercreditor Agreement only.

- 3.3 Notwithstanding the Class A Issuer Security but subject as provided otherwise in this Deed, each of the parties acknowledge that each Class A Secured Party and each other party to any document referred to in Clause 3.1(a) and 3.1(b)(ii) may continue to make all payments becoming due to the Class A Issuer under such document in the manner envisaged by that document until receipt of written notice from the Class A Note Security Trustee or any Receiver requiring payments to be made otherwise.
- 3.4 Prior to the Class A Issuer Security becoming enforceable, the Class A Issuer shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on the Class A Issuer Transaction Account and any other account held by it, subject to its compliance at all times with the terms of the Class A Note Trust Deed, the Class A Conditions, the Account Bank Agreement, the Cash Management Agreement and the other Class A Note Transaction Documents.
- 3.5 The Class A Issuer shall, promptly upon request, deliver to the Class A Note Security Trustee details of any changes to Class A Issuer Transaction Account and of any other bank account maintained by it.

4. FLOATING CHARGE

- 4.1 Subject to Clause 7 (*Redemption and Release*), as continuing security for the payment or discharge of the Class A Issuer Secured Obligations, the Class A Issuer with full title guarantee hereby charges, in favour of the Class A Note Security Trustee (for its own account and on trust for the benefit of itself and the other Class A Note Secured Parties), by way of first floating charge the whole of its undertaking and all of its property, assets and rights whatsoever and wheresoever present and future (excluding any property, assets or rights from time to time or for the time being effectively charged by way of fixed charge or assigned by way of security as provided in Clause 3 (*Security*)).
- 4.2 The Class A Issuer declares that:
- (a) the floating charge created under this Deed is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act; and
 - (b) paragraph 14 of Schedule B1 of the Insolvency Act shall apply to this Deed.
- 4.3 The floating charge created by Clause 4.1 shall be postponed to any valid fixed charges which remain outstanding under this Deed from time to time and any rights of the Class A Issuer to deal with the property, assets and rights subject to the floating charge shall be expressly subject to any restrictions placed on dealing with those property, assets and rights contained in any such fixed charge over the same; provided, however, that the floating charge created by Clause 4.1, shall rank in priority to any fixed security or any floating charge created by the Class A Issuer following the date of this Deed pursuant to any instrument other than this Deed.
- 4.4 Subject to the provisions of Clause 9 (*Enforcement*), if at any time the Class A Note Security Trustee reasonably believes that the Class A Issuer Secured Assets or any part thereof are in danger of being seized or sold under any form of distress, diligence, execution or legal process levied, executed or threatened or to be otherwise in jeopardy, then the Class A Note

Security Trustee may, in its absolute discretion, deliver to the Class A Issuer a notice substantially in the form of Schedule 1 ("**Security Protection Notice**") hereto.

4.5 Upon delivery of a Security Protection Notice:

- (a) to the extent permitted by any applicable Law, the floating charge created under this Deed shall crystallise into a fixed charge or fixed charges with immediate effect as regards any Class A Issuer Secured Assets specified in the Security Protection Notice; and
- (b) by way of further assurance of such fixed charge or fixed charges, the Class A Issuer shall promptly execute all documents in such form as the Class A Note Security Trustee shall require and shall deliver to the Class A Note Security Trustee all conveyances, deeds, certificates and other documents which may be necessary to perfect such first fixed charge over the specified Class A Issuer Secured Assets.

4.6 The Class A Note Security Trustee may at any time by notice in writing to the Class A Issuer withdraw a Security Protection Notice and shall so withdraw it in the event that the events which give rise to the Security Protection Notice are cured or waived in accordance with the provisions of the Class A Note Transaction Documents or otherwise cease to apply.

4.7 The floating charge created by the Class A Issuer in Clause 4.1 shall automatically (without notice to the Class A Issuer) be converted into a fixed charge with immediate effect as regards all property, assets and rights subject to the floating charge if:

- (a) the Class A Issuer creates a Security Interest over any Class A Issuer Secured Asset or attempts to do so or any Class A Issuer Secured Asset is disposed or is otherwise in jeopardy; or
- (b) any person levies or attempts to levy any distress, execution, sequestration or other process against any Class A Issuer Secured Asset; or
- (c) upon:
 - (i) the presentation of a petition for the compulsory winding-up of the Class A Issuer;
 - (ii) the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Class A Issuer or the appointment of an administrator over the Class A Issuer;
 - (iii) an application or pending application being made for the making of an administration order in relation to the Class A Issuer;
 - (iv) an administrator being appointed in relation to the Class A Issuer;
 - (v) the presentation or making of an application for a warrant of execution, writ of *fiery facias*, garnishee order or charging order in respect of any of the property, assets and rights of the Class A Issuer subject to such floating charge; and/or
- (d) the Class A Issuer Security becomes enforceable,

provided that the floating charge created pursuant to this Clause 4 (*Floating Charge*) may not be converted to a fixed charge solely by reason of obtaining a moratorium or taking steps to obtain a moratorium pursuant to the Insolvency Act 1986.

- 4.8 Nothing in this Clause 4 (*Floating Charge*) shall affect the crystallisation of the floating charge created by the Class A Issuer in Clause 4.1 under applicable Law and regulation.

5. NO TRANSFER OF OBLIGATIONS

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

6. NOTICE OF SECURITY

The Class A Issuer shall, on or prior to the date of this Deed or, in relation to the Class A Issuer Transaction Account or any other bank account held by it opened after the date of this Deed, no later than five (5) Business Days after the date of opening of such account (and in any event prior to any payment or other credit being made to such account), give notice to the Account Bank substantially in the form set out in Schedule 2 (*Form of Notice of Creation of Issuer Security*) and shall procure that the Account Bank promptly (and in any event within five Business Days of the date on which the Account Bank receives such notice) delivers to the Class A Note Security Trustee a duly completed acknowledgement of such notice.

7. REDEMPTION AND RELEASE

- 7.1 Upon the Class A Issuer Final Discharge Date, the Class A Note Security Trustee shall at the request and cost of the Class A Issuer release, discharge, re-convey, re-transfer or re-assign (as appropriate) the Class A Issuer Secured Assets to, or to the order of, the Class A Issuer at all times without recourse, representation or warranty and subject to provisions of the Class A Note Transaction Documents. Any release or discharge of this Class A Issuer Security or re-assignment shall not release or discharge the Class A Issuer from any liability to the Class A Note Security Trustee or any other Class A Secured Party for the Class A Issuer Secured Obligations or any other monies which exists independently of this Deed.
- 7.2 No assurance, security or payment which is avoided under any enactment relating to bankruptcy or under Sections 238 to 245 or Section 423 of the Insolvency Act or any equivalent provision of common law and no release, settlement or discharge given or made by the Class A Note Security Trustee in reliance on any such assurance, security or payment shall prejudice or affect the right of the Class A Note Security Trustee to enforce the Class A Issuer Security to the full extent of the Class A Issuer Secured Obligations. The Class A Issuer agrees that, notwithstanding any such avoidance, release, settlement or discharge, the Class A Issuer Security shall be deemed always to have been and to have remained held by the Class A Note Security Trustee as and by way of security for the payment to or to the order of the Class A Note Security Trustee of the Class A Issuer Secured Obligations.
- 7.3 The Class A Issuer Security shall be released only upon the execution by or on behalf of the Class A Note Security Trustee of either an absolute and unconditional release by way of deed, agreement or a receipt, in each case relating to all (and not part only) of the Class A Issuer Secured Obligations. Any such release shall be so executed promptly after the Class A Issuer Final Discharge Date.
- 7.4 If the Class A Note Security Trustee considers in its sole discretion that an amount paid to the Class A Note Security Trustee or any Class A Secured Party for application in or towards

repayment of the Class A Issuer Secured Obligations is capable of being avoided, reduced, clawed back or ordered to be repaid under any law relating to insolvency, any release given by the Class A Note Security Trustee pursuant to Clause 7.3 shall have no effect and shall not prejudice the right of the Class A Note Security Trustee to enforce the Class A Issuer Security in respect of the Class A Issuer Secured Obligations. As between the Class A Issuer and the Class A Note Security Trustee, the Class A Issuer Security shall (notwithstanding the release) be deemed to have remained at all times in effect and held by the Class A Note Security Trustee as security for the Class A Issuer Secured Obligations.

- 7.5 The Class A Issuer shall provide the Class A Note Security Trustee, on request, with a certificate containing, to the best of the Class A Issuer's knowledge and belief, accurate and up-to-date information as to the Class A Issuer Secured Obligations owing (actually or contingently) by the Class A Issuer to enable the Class A Note Security Trustee to perform its functions under this Deed, such certificate to be in a form required by the Class A Note Security Trustee. The Class A Issuer hereby expressly consents to each Class A Secured Party supplying a certificate containing, to the best of its knowledge and belief, accurate and up-to-date information as to the Class A Issuer Secured Obligations owing (actually or contingently) to such Class A Secured Party to enable the Class A Note Security Trustee to perform its functions under this Deed, such certificate to be in a form required by the Class A Note Security Trustee. The Class A Note Security Trustee shall be entitled to rely on any such certificates without incurring any liability to any person for so relying and shall have no duty to enquire as to the accuracy thereof.

8. CONTINUANCE OF SECURITY

- 8.1 The Class A Issuer Security and the covenants, undertakings and provisions contained in this Deed shall remain in force as a continuing security to the Class A Note Security Trustee (to hold on trust for itself and for the other Class A Note Secured Parties), notwithstanding any intermediate payment or satisfaction of any part of Class A Issuer Secured Obligations, any settlement of account or any other act, event or matter whatsoever (except only upon an unconditional and absolute release in accordance with Clause 7.3) and shall secure the ultimate balance of the Class A Issuer Secured Obligations.
- 8.2 In relation to the Class A Note Security Trustee's duties, obligations and responsibilities as trustee to the Class A Note Secured Parties in relation to the Class A Issuer Secured Assets and under or in connection with this Deed and the other Class A Note Transaction Documents, the Class A Note Security Trustee hereby agrees and the Class A Issuer concurs that the Class A Note Security Trustee shall discharge its duties, obligations and responsibilities as trustee to the Class A Note Secured Parties in accordance with the provisions of, and subject to the provisions in favour of the Class A Note Security Trustee contained in, this Deed and the other Class A Note Transaction Documents and shall accordingly be bound by, and deemed to have notice of, all of the provisions of this Deed and the other Class A Note Transaction Documents.
- 8.3 In the event of the retirement of the Class A Note Security Trustee and the appointment of a new trustee in accordance with the provisions of the Class A Note Security Trust Deed, the new trustee shall assume the rights and obligations of the retiring Trustee under this Deed.

9. ENFORCEMENT

- 9.1 Following the delivery of a Class A Note Enforcement Notice, and notwithstanding the terms of the Class A Note Transaction Documents, the whole of the Class A Issuer Security shall become enforceable in accordance with the terms of this Deed.

- 9.2 To the extent permitted by any applicable Law, from the date on which the Class A Issuer Security becomes enforceable in accordance with the terms of this Deed:
- (a) if it has not already crystallised, the floating charge created under Clause 4 (*Floating Charge*) shall crystallise automatically;
 - (b) the Class A Note Security Trustee may institute such proceedings against the Class A Issuer and take such action as it may think fit to enforce or realise all or any part of the Class A Issuer Security;
 - (c) the Class A Note Security Trustee may appoint a Receiver or administrator in accordance with Clauses 13 (*Appointment and Removal of Receiver or Administrator*) and 23 (*Application to Court*);
 - (d) whether or not it has appointed a Receiver or an administrator, the Class A Note Security Trustee may exercise all or any of the powers, authorities and discretions:
 - (i) conferred by this Deed on any Receiver or administrator;
 - (ii) conferred by the LPA (as varied or extended by this Deed) on mortgagees; or
 - (iii) otherwise conferred by Law on security holders or receivers; and
 - (e) the Class A Issuer shall or shall procure that all proceeds of enforcement of the Class A Issuer Security and any payment or distribution of any kind, whether in cash, securities, or other property which is payable or deliverable upon or with respect to any of the Class A Issuer Secured Obligations or any part thereof, shall immediately be paid or delivered directly to or to the order of the Class A Note Security Trustee for application in accordance with the Class A Issuer Post-Enforcement Priority of Payments.

- 9.3 The Class A Note Security Trustee shall not be obligated to take any such action under this Clause 9 (*Enforcement*) unless first indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may render itself liable or which it may incur by doing so.

10. CLASS A ISSUER POST-ENFORCEMENT PRIORITY OF PAYMENTS

Following the delivery of a Class A Note Enforcement Notice, all monies received or recovered by the Receiver or the Class A Note Security Trustee in respect of the Class A Issuer Secured Obligations and all monies which are Class A Issuer Secured Assets shall be applied by or on behalf of the Class A Note Security Trustee in accordance with the Class A Issuer Post-Enforcement Priority of Payments and, to the extent that there are any such monies remaining after the Class A Issuer Secured Obligations have been discharged in full, the Receiver or the Class A Note Security Trustee shall pay such monies to the Class A Issuer.

11. EXPENSES

The Class A Issuer further covenants with and undertakes to the Class A Note Security Trustee to reimburse, pay or discharge (on the basis of a full indemnity) all Liabilities properly incurred by the Class A Note Security Trustee, the Receiver or any attorney, manager, agent or delegate appointed by the Class A Note Security Trustee under this Deed or any of the other Class A Note Transaction Documents in connection with:

- (a) the preparation, execution and registration of each Class A Note Security Document or any other document relating hereto;
- (b) the perfection of the Security Interests created pursuant to the Class A Note Security Documents;
- (c) the carrying out of the trusts and duties under or in connection with this Deed, the Security Trust Deed or any other of the Class A Note Transaction Documents;
- (d) the exercise, or the attempted or purported exercise, or the consideration of the exercise, by or on behalf of the Class A Note Security Trustee or the Receiver of any of the rights, powers or obligations of the Class A Note Security Trustee or the Receiver; and
- (e) any other action taken by or on behalf of the Class A Note Security Trustee or the Receiver with a view to or in connection with the recovery of the Class A Issuer Secured Obligations from the Class A Issuer or any other person or the enforcement or realisation of the security for the Class A Issuer Secured Obligations, plus any irrecoverable VAT or similar tax charged or chargeable in respect thereof,

save for any Liability incurred as a consequence of the Class A Note Security Trustee's gross negligence, willful default or fraud.

12. THE CLASS A NOTE SECURITY TRUSTEE'S POWERS

12.1 From the date of this Deed, the provisions of the LPA (to the extent applicable) relating to the power of sale and the other powers conferred by Sections 101 (1) and (2) of the LPA, are extended to authorise the Class A Note Security Trustee upon such terms as the Class A Note Security Trustee may think fit in accordance with the terms of this Deed but to the extent permitted by any applicable Law:

- (a) to sell, exchange, license or otherwise dispose of or otherwise deal with the Class A Issuer Secured Assets or any interest in the same, and to do so for shares, debentures or any other securities whatsoever, or in consideration of an agreement to pay all or part of the purchase price at a later date or dates, or an agreement to make periodical payments, whether or not the agreement is secured by an encumbrance or a guarantee, or for such other consideration (if any) and upon such terms whatsoever as the Class A Note Security Trustee may think fit, and also to grant any option to purchase;
- (b) with a view to, or in connection with, the management or disposal of the Class A Issuer Secured Assets to carry out any transaction, scheme or arrangement which the Class A Note Security Trustee may in its absolute discretion consider appropriate;
- (c) to take possession of, obtain and collect the Class A Issuer Secured Assets;
- (d) to carry on and/or manage and/or concur in managing the business of the Class A Issuer as it thinks fit and to demand, sue for and collect and obtain all monies due to the Class A Issuer as it thinks fit;
- (e) to appoint and engage managers, agents and advisers upon such terms as to remuneration and otherwise and for such periods as it may determine, and to dismiss them;

- (f) to bring, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims and proceedings concerning the Class A Issuer Secured Assets;
- (g) to transfer all or any of the Class A Issuer Secured Assets and/or any of the liabilities of the Class A Issuer to any other company or body corporate whether or not formed or acquired for the purpose and whether or not an Affiliate of the Class A Note Security Trustee or the Class A Issuer;
- (h) generally to carry out, or cause or authorise to be carried out, any transaction, scheme or arrangement whatsoever, whether or not similar to any of the foregoing, in relation to the Class A Issuer Secured Assets which it may consider expedient as effectually as if it were the absolute, sole legal and beneficial owner of the Class A Issuer Secured Assets, subject to any restrictions in the Class A Note Transaction Documents;
- (i) to pay and discharge, out of the profits and income of the Class A Issuer Secured Assets and the monies to be made by it in carrying on the business of the Class A Issuer, the expenses incurred in and about the carrying on and management of any such business or in the exercise of any of the powers conferred by this Clause 12 (*The Class A Note Security Trustee's Powers*), or otherwise in respect of the Class A Issuer Secured Assets and all outgoings which it shall think fit to pay and apply the residue of such profits and income in accordance with the Post-Enforcement Priority of Payments;
- (j) to exercise any of the powers and perform any of the duties conferred on the Class A Issuer by or pursuant to any of the Class A Note Transaction Documents or any statute, deed or contract;
- (k) to exercise, or permit any other person to exercise any rights, powers or privileges of the Class A Issuer in respect of the Class A Issuer Secured Assets;
- (l) to disclaim, discharge, abandon, disregard, alter or amend on behalf of the Class A Issuer all or any outstanding contracts of the Class A Issuer except where such amendment is proscribed by the terms of any Class A Note Transaction Document and allow time for payment of any monies either with or without security;
- (m) to sanction or confirm anything suffered by the Class A Issuer and concur with the Class A Issuer in any dealing not specifically mentioned above;
- (n) in connection with the exercise, or the proposed exercise, of any of its rights, powers or obligations or in order to obtain payment of its remuneration or reimbursement of its expenses (in each case, whether or not already due), to borrow or raise money from any person, without security or on the security of the Class A Issuer Secured Assets (either in priority to this security or otherwise) and generally in such manner and on such terms as it may think fit;
- (o) to transfer all or any of the Class A Issuer Secured Assets and/or of the liabilities of the Class A Issuer to any other company or body corporate, whether or not formed or acquired for the purpose and whether or not a subsidiary or associated company of the Class A Note Security Trustee, the other Class A Note Secured Parties or a company or body corporate in which the Class A Note Security Trustee, or any Class A Secured Party has an interest;
- (p) 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 Class A Issuer or

otherwise, as it may think fit, all documents, acts or things which it may consider appropriate;

- (q) 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 Class A Issuer or otherwise, as it may think fit, all documents, acts or things which it may consider appropriate or incidental or conducive to the exercise of any of the powers referred to above; and
- (r) to act in the name and on behalf of the Class A Issuer for all or any of the foregoing purposes,

provided that such powers are only exercisable by the Class A Note Security Trustee from the date on which the Class A Issuer Security becomes enforceable in accordance with the terms of this Deed.

- 12.2 The restrictions contained in Section 93 and Section 103 of the LPA shall not apply in relation to the Class A Issuer Security or to the exercise by the Class A Note Security Trustee of its right to consolidate all or any of the Class A Issuer Security with any other security in existence at any time or to its power of sale, which powers may be exercised by the Class A Note Security Trustee without notice to the Class A Issuer at any time following the delivery of a Class A Note Enforcement Notice.
- 12.3 The powers conferred by this Deed in relation to the Class A Issuer Security on the Class A Note Security Trustee or on any Receiver of the Class A Issuer Secured Assets or any part of the Class A Issuer Secured Assets shall be in addition to and not in substitution for the powers conferred on mortgagees, or receivers under the LPA and the Insolvency Act and, where there is any ambiguity or conflict between the powers contained in any of the LPA and the Insolvency Act and those conferred by this Deed, the terms of this Deed shall prevail.
- 12.4 The Class A Note Security Trustee and any Receiver appointed by the Class A Note Security Trustee may delegate all or any of the powers hereby or by any Law or statute conferred upon it or him to such person or persons as it or he may in its or his absolute discretion (including the power to sub-delegate) think fit and will not be under any obligation to supervise such delegate or, provided that the Class A Note Security Trustee or Receiver shall have exercised reasonable care in the selection of such delegate, be responsible for any Liability incurred by reason of any misconduct or default by any such delegate or sub-delegate; and which delegation shall not preclude the subsequent exercise of those powers, authorities or discretions by the Class A Note Security Trustee, any revocation of the delegation or any subsequent delegation of any such powers, authorities and discretions.

13. APPOINTMENT AND REMOVAL OF RECEIVER OR ADMINISTRATOR

13.1 Receiver

- (a) At any time following the delivery of a Class A Note Enforcement Notice, the Class A Note Security Trustee may appoint such person or persons (including an officer or officers of the Class A Note Security Trustee) as it thinks fit to be a Receiver of the Class A Issuer Secured Assets or any part thereof to act jointly or jointly and severally as receiver, manager, receiver or manager, administrative receiver, compulsory or interim manager or other similar officer as the Class A Note Security Trustee shall determine.
- (b) No delay or waiver of the right to exercise the power to appoint a Receiver shall prejudice the future exercise of such power.

- (c) The Class A Note Security Trustee shall comply with any requirement under the Insolvency Act that the person appointed to be a Receiver be a licensed insolvency practitioner.
- (d) The Class A Note Security Trustee may remove any Receiver whether or not appointing another in his place and the Class A Note Security Trustee may also appoint another receiver if the Receiver resigns.
- (e) The exclusion of any part of the Class A Issuer Secured Assets from the appointment of any Receiver shall not preclude the Class A Note Security Trustee from subsequently extending his appointment (or that of the Receiver replacing him) to that part.
- (f) The power of appointing a Receiver shall be in addition to all statutory and other powers of appointment of the Class A Note Security Trustee under the LPA (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Class A Note Security Trustee in respect of any of the Class A Issuer Secured Assets.

13.2 Administrator

- (a) Subject to the Insolvency Act 1986, the Class A Note Security Trustee may appoint one or more qualified persons to be an administrator of the Class A Issuer (to act together with or independently of any others so appointed) upon the delivery of a Class A Note Enforcement Notice.
- (b) Any such appointment may be made pursuant to an application to court under paragraph 12 of schedule B1 to the Insolvency Act 1986 or by filing the specified documents with the court under paragraphs 14 to 21 of schedule B1 to the Insolvency Act 1986.
- (c) In this Clause 13.2 (*Administrator*), qualified person means a person who, under the Insolvency Act 1986, is qualified to act as an administrator of any company with respect to which he is appointed.

14. PROVISIONS RELATING TO RECEIVER

- 14.1 Any Receiver shall, so far as any applicable Law and in particular, as the Laws of England and Wales permit, be the agent of the Class A Issuer and (subject to applicable Law) the Class A Issuer shall be solely responsible for any Receiver's acts and defaults and liable on any contracts or engagements made or entered into by any Receiver and in no circumstances shall the Class A Note Security Trustee or the Class A Note Secured Parties be in any way responsible for any breach of duty by any Receiver.
- 14.2 The remuneration of any Receiver shall be fixed by the Class A Note Security Trustee (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise) but such remuneration shall be payable by the Class A Issuer alone and the amount of such remuneration shall form part of Class A Issuer Secured Obligations, shall be secured on the Class A Issuer Secured Assets under the Class A Issuer Security and paid in accordance with the Class A Issuer Post-Enforcement Priority of Payments.
- 14.3 The Class A Note Security Trustee may from time to time and at any time require any 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 Class A Note Security Trustee shall not be bound in any case to require any such security.

- 14.4 Except as otherwise directed by the Class A Note Security Trustee or as otherwise required by Law, all monies from time to time received by any Receiver shall be paid over to the Class A Note Security Trustee to be applied by it in accordance with the Post-Enforcement Priority of Payments.
- 14.5 The Class A Note Security Trustee may pay over to any Receiver any monies constituting part of the Class A Issuer Secured Assets so that such monies may be applied for the purposes of this Deed by such Receiver and the Class A Note Security Trustee may from time to time determine what funds any Receiver shall be at liberty to keep in hand with a view to the performance of his duties as Receiver.
- 14.6 Sections 109(6) and (8) of the LPA (relating to the application of monies received by a receiver) shall not apply in relation to any Receiver.
- 14.7 None of the restrictions imposed by the LPA in relation to appointment of receivers or as to the giving of notice or otherwise shall apply to this Deed.

15. POWERS OF A RECEIVER

- 15.1 In relation to the Class A Issuer Secured Assets (and any assets of the Class A Issuer which, when got in, would be Class A Issuer Secured Assets) in respect of which a Receiver is appointed, every Receiver shall (subject to any applicable Law and in particular the Laws of England and Wales and subject to any restrictions in the instrument appointing him) have and be entitled to exercise, as varied and extended by the provisions of this Deed and subject to the Intercreditor Agreement (in the name of or on behalf of the Class A Issuer or in his own name and, in each case, at the cost of the Class A Issuer):
- (a) all the powers conferred by the LPA on:
 - (i) mortgagors;
 - (ii) mortgagees or security holders and on mortgagees or security holders in possession; and
 - (iii) receivers;
 - (b) all powers of an administrative receiver set out in Schedule 1 to the Insolvency Act (whether or not the Receiver is an administrative receiver);
 - (c) all powers, authorities and discretions conferred upon the Class A Note Security Trustee under this Deed and/or any other Class A Note Transaction Document, subject to such restrictions as the Class A Note Security Trustee may think fit;
 - (d) all powers and rights of an absolute owner and power to do or omit to do anything which the Class A Issuer itself could do or omit to do; and
 - (e) power to do all things (including bringing or defending proceedings in the name of or on behalf of the Class A Issuer) which seem to the Receiver to be incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him;
 - (ii) the exercise of any or all of his rights under this Deed (including realising all or any part of the Class A Issuer Secured Assets); or

(iii) the collection or getting in of the Class A Issuer Secured Assets.

- 15.2 No Receiver shall have any power to take any action in relation to the Class A Issuer Secured Assets which the Class A Note Security Trustee is prohibited from taking by the terms of any Class A Note Transaction Document.

16. PROTECTION OF THIRD PARTIES

- 16.1 Without prejudice to any other provision of this Deed or the Class A Conditions, the Class A Issuer Secured Obligations shall become due for the purposes of section 101 of the LPA, and the statutory powers of sale and of appointing a receiver which are conferred upon the Class A Note Security Trustee as varied and extended by this Deed and all other powers shall in favour of any purchaser be deemed to arise and be exercisable, immediately after the execution of this Deed.

- 16.2 No purchaser from, or other person dealing with, the Class A Note Security Trustee and/or any Receiver shall be concerned to enquire:

- (a) whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable; or
- (b) whether the Class A Issuer Secured Obligations remain outstanding; or
- (c) whether any event has occurred to authorise the Class A Note Security Trustee and/or any Receiver to act; or
- (d) as to the propriety or validity of the exercise or purported exercise of any such powers, and the title of such a purchaser and the position of such other person shall not be impeachable by reference to any of those matters.

- 16.3 The receipt of the Class A Note Security Trustee or the Receiver shall be an absolute and conclusive discharge to a purchaser or other such person as is referred to in Clause 16.2 and shall relieve such purchaser or other person of any obligation to see to the application of any monies paid to or by the direction of the Class A Note Security Trustee or the Receiver.

- 16.4 In this Clause 16 (*Protection of third parties*), "purchaser" includes any person acquiring in good faith, for money or money's worth, the benefit of any encumbrance over, or any other interest or right whatsoever in relation to, the Class A Issuer Secured Assets.

17. PROTECTION OF TRUSTEE AND RECEIVER

- 17.1 Neither the Class A Note Security Trustee, nor the Receiver, nor any other Class A Secured Party shall be liable in respect of any loss or damage which arises out of the exercise, or the attempted or purported exercise of, or the failure to exercise, any of their respective powers, unless such loss or damage is caused by its or his gross negligence, wilful default or fraud.

- 17.2 Neither the Class A Note Security Trustee nor the Receiver will be liable for any decline in the value or loss realised upon any sale or other dispositions made pursuant to this Deed or any of the other Class A Note Transaction Documents, of any of the Class A Issuer Secured Assets. Without prejudice to the foregoing, and without limitation, neither the Class A Note Security Trustee nor the Receiver shall 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.

- 17.3 The Class A Note Security Trustee shall accept without investigation, requisition or objection such right and title as the Class A Issuer may have to the Class A Issuer Secured Assets 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 Class A Issuer to the Class A Issuer Secured Assets whether such defect or failure was known to the Class A Note Security Trustee or might have been discovered upon examination or enquiry and whether capable of remedy or not.
- 17.4 Neither the Class A Note Security Trustee nor the Receiver shall be under any obligation to insure any of the Class A Issuer Secured Assets or any certificate, note, bond or other evidence in respect thereof, or to require any other person to maintain any such insurance.
- 17.5 Neither the Class A Note Security Trustee nor the Receiver shall be responsible for any Liability which may be suffered as a result of the lack of or inadequacy of any insurance referred to in Clause 17.4.
- 17.6 Neither the Class A Note Security Trustee nor the Receiver shall be responsible for any loss occasioned to the Class A Issuer Secured Assets, however caused, by the Class A Issuer, or any other person (including any bank, broker, depository, warehouseman or other intermediary or by any clearing system or the operator thereof), or otherwise, unless such loss is occasioned by the gross negligence, wilful default or fraud of the Class A Note Security Trustee or the Receiver respectively.
- 17.7 Neither the Class A Note Security Trustee nor the Receiver shall be under any obligation to monitor or supervise the functions of the Class A Issuer or any other person under any of the Class A Note Transaction Documents and each of the Class A Note Security Trustee and the Receiver shall be and is hereby entitled and authorised to assume without enquiry, in the absence of knowledge or express notice to the contrary, that each of the Class A Issuer and the other parties to the Class A Note Transaction Documents (other than itself) is duly performing and observing all the covenants and provisions contained in the Class A Note Transaction Documents relating to it and on its part to be performed and observed and that no event has happened which constitutes (and/or which with the giving of notice and/or the lapse of time and/or the Class A Note Security Trustee or the Class A Note Trustee making any relevant determination and/or issuing any relevant certificate, would constitute) a Class A Note Event of Default.
- 17.8 Without prejudice to Clause 8.1 of the Class A Security Trust Deed, neither the Class A Note Security Trustee nor the Receiver shall have any responsibility whatsoever to the Class A Issuer or any other party to the Class A Note Transaction Documents as regards any deficiency which might arise because the Class A Note Security Trustee or the Receiver is subject to any Tax in respect of the Class A Issuer Secured Assets or any part thereof or any income therefrom or any proceeds thereof.
- 17.9 Without prejudice to the generality of the foregoing, entry into possession of the Class A Issuer Secured Assets shall not render the Class A Note Security Trustee or the Receiver liable to account as mortgagee in possession or to be liable for any loss on realisation or for any default or omission on realisation or for any default or omission for which a mortgagee in possession might be liable unless such loss, default or omission is caused by its gross negligence, wilful default or fraud and if and whenever the Class A Note Security Trustee or the Receiver enters into possession of the Class A Issuer Secured Assets, it shall be entitled at any time at its pleasure to go out of such possession.
- 17.10 Each of the parties to this Deed agrees and acknowledges that in the event of the enforcement of the security constituted by or pursuant to this Deed and/or the appointment of a Receiver, the Class A Note Security Trustee shall not be obliged to indemnify out of its own money any such Receiver for any of its Liabilities or to advance, in whatever form, any moneys to such a

Receiver or any other person arising out of or in connection with such enforcement or to carry on or require any Receiver to carry on, any business carried on from time to time in connection with the Class A Issuer Secured Assets.

- 17.11 Neither the Class A Note Security Trustee nor the Receiver shall be liable for any failure, omission or defect in registering or otherwise perfecting the security created in favour of the Class A Note Security Trustee by, and contained in, this Deed or any other Class A Note Security Document or calling for delivery of documents of title to such security or requiring any further assurance in relation to any property or assets comprised in such security.
- 17.12 Without prejudice to the generality of this Clause 17 (*Protection of Trustee and Receiver*), the Class A Note Security Trustee shall not be responsible for the genuineness, validity, effectiveness or suitability of any of the Class A Note Transaction Documents or any of the mortgages, charges or other documents entered into in connection therewith or any other document or any obligation or rights created or purported to be created thereby or pursuant thereto or any security or the priority thereof constituted or purported to be constituted thereby or pursuant thereto, nor shall it be responsible or liable to any person because of any invalidity of any provision of such documents or the unenforceability thereof, whether arising from statute, Law or decision of any court and (without prejudice to the generality of the foregoing) the Class A Note Security Trustee shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for:
- (a) the nature, status, creditworthiness or solvency of any Chargor 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 advance made to any Chargor;
 - (b) the title, ownership, value, sufficiency or existence of any property;
 - (c) the title of the Class A Issuer to any Class A Issuer Secured Asset.

18. INDEMNITY

- 18.1 Without prejudice to the right of indemnity given by Law to trustees, the Class A Issuer covenants with the Class A Note Security Trustee and the Receiver fully to indemnify each of them and their respective officers, employees and agents from and against all Liabilities which any of them may incur or may be made against it (in the case of the Class A Note Security Trustee, whether before or after the security created by or pursuant to this Deed has become enforceable) including VAT to the extent that it is irrecoverable:
- (a) in consequence of anything done or purported to be done or omitted by any of them under or in connection with this Deed or any of the other Class A Note Transaction Documents to which the Class A Note Security Trustee is a party or of any failure by the Class A Issuer to comply with its obligations to any of them under or in connection with this Deed or any other Class A Note Transaction Document; or
 - (b) in consequence of any payment in respect of the Class A Issuer Secured Obligations (whether made by the Class A Issuer or a third person) being impeached or declared void for any reason whatsoever, save to the extent that the same arise as a result of the gross negligence, wilful default or fraud by the person claiming to be entitled to be indemnified,
- to the extent that such Liabilities arise as a result of the gross negligence, wilful default or fraud by the person claiming to be entitled to be indemnified.

- 18.2 All liabilities (including, for the avoidance of doubt, the amounts payable under Clause 11 (*Expenses*) and this Clause 18 (*Indemnity*)) incurred and payments made by the Class A Note Security Trustee (or its Appointees, if any) in the lawful exercise of the powers conferred upon it by this Deed shall be payable by the Class A Issuer on demand (provided that the Class A Note Security Trustee shall only make a demand in the case of remuneration and/or fees due on the due date for payment thereof) and in the case of payments actually made by the Class A Note Security Trustee prior to such demand shall (if not paid within 30 days after such demand) carry interest at the relevant Sterling LIBOR rate for the relevant period plus 1.00 per cent. per annum from the date of the same being demanded or (where the demand specifies that payment be made on an earlier date) from such earlier date.

19. FURTHER ASSURANCES AND POWER OF ATTORNEY

- 19.1 If so requested by the Class A Note Security Trustee following the delivery of a Class A Note Enforcement Notice, the Class A Issuer shall execute in favour of the Class A Note Security Trustee such documents in relation to the Class A Issuer Secured Assets and give or join in giving such notice thereof to any relevant persons, and all in such form as the Class A Note Security Trustee or the Receiver may require at the Class A Issuer's own cost.
- 19.2 The Class A Issuer further covenants with and undertakes to the Class A Note Security Trustee and each of the Class A Note Secured Parties to execute, from time to time upon demand, at the Class A Issuer's own cost, any document or to do any act or thing which the Class A Note Security Trustee or the Receiver may properly specify to preserve, perfect or protect the security created or intended to be created by this Deed or the priority of it or to facilitate the realisation or enforcement of it or to exercise any of the rights of the Class A Note Security Trustee, any other Class A Secured Party or any Receiver in relation to the same; provided that this Clause 19.2 shall not extend to matters which are the subject of Clause 19.1.
- 19.3 The Class A Issuer irrevocably, and as security for the interests of the Class A Note Security Trustee and every Receiver hereunder, hereby appoints the Class A Note Security Trustee and every Receiver severally to be its attorney and its agent (with full power to appoint substitutes and to delegate, including power to authorise the person so appointed to make further appointments) on behalf of the Class A Issuer and in its name or otherwise, to execute any document (including any document referred to in Clause 19.1 and any Security Interest) with power to date the same and to do any act or thing which the Class A Note Security Trustee or such Receiver (or such substitute or delegate) may, in its or his absolute discretion, consider appropriate in connection with the exercise of any of the powers of the Class A Note Security Trustee or the Receiver or which the Class A Issuer is obliged to execute or do whether under this Deed or otherwise; and, without prejudice either to the generality of its power to appoint substitutes and to delegate under Clause 12.1, the Class A Note Security Trustee may appoint the Receiver as its substitute or delegate; and any person appointed the substitute or delegate of the Class A Note Security Trustee shall, in connection with the exercise of the said power of attorney, be the agent of the Class A Issuer.
- 19.4 The Class A Issuer hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause.
- 20. OTHER SECURITY ETC.**
- 20.1 The Security Interests created pursuant to this Deed are in addition to, and shall neither be merged in, nor in any way exclude or prejudice, any other Security Interest, right of recourse or other right whatsoever which the Class A Note Security Trustee, or any other Class A Secured Party, may now or at any time hereafter hold or have (or would apart from this

security hold or have) as regards the Class A Issuer or any other person in respect of Class A Issuer Secured Obligations.

- 20.2 The restriction on consolidation of mortgages contained in section 93 of the LPA shall not apply in relation to the security created by this Deed.
- 20.3 The powers which this Deed confers on each of the Class A Note Security Trustee and the Receiver are cumulative, without prejudice to their respective powers under the general Law, and may be exercised as often as it or he thinks appropriate; and it or he may, in connection with the exercise of its or his powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Class A Issuer acknowledges that the powers so conferred shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.

21. REPRESENTATIONS AND WARRANTIES

- 21.1 All of the representations and warranties set out in Schedule 6 (*Class A Issuer's representations and warranties*) to the Class A Note Trust Deed are made by the Class A Issuer to the Class A Note Security Trustee on the date of this Deed and are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition. The provisions of Schedule 6 (*Class A Issuer's representations and warranties*) of the Class A Note Trust Deed shall apply *mutatis mutandis* to this Deed as if set out in full in this Deed.
- 21.2 The Class A Issuer represents and warrants to each Class A Secured Party on the date of this Deed:
- (a) that its PSC Register which was delivered to the Class A Note Security Trustee and the Class A Noteholders on the Closing Date is correct, complete and in full force and effect and has not been amended or superseded since the date of delivery; and
 - (b) its PSC Register sets out the "required particulars" (within the meaning of section 790K of (iii) the Companies Act 2006) and any other information prescribed under Part 21A of the Companies Act 2006 (including section 790M) and/or any associated law, in each case, in relation to all of the Relevant Legal Entities and Persons with Significant Control that are "registrable" (within the meaning of section 790C(4) or section 790C(8), as applicable) in respect of the Class A Issuer in accordance with Part 21A of the Companies Act 2006.

22. COVENANTS

- 22.1 Each of the covenants set out in Schedule 7 (*Class A Issuer's Covenants*) to the Class A Note Trust Deed and each of the covenants set out in Clause 22.2 are made by the Class A Issuer to the Class A Note Security Trustee on the date of this Deed and on each Issue Date and are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition. The provisions of Schedule 7 (*Class A Issuer's Covenants*) of the Class A Note Trust Deed shall apply *mutatis mutandis* to this Deed as if set out in full in this Deed.
- 22.2 In addition, the Class A Issuer shall:
- (a) on the date of this Deed, and from time to time upon the request of the Class A Note Security Trustee, deliver or procure delivery, to the Class A Note Security Trustee, an up-to-date copy of its PSC Register;

- (b) as soon as reasonably practicable:
 - (i) notify the Class A Note Security Trustee of any change that it makes to its PSC Register; and
 - (ii) provide to the Class A Note Security Trustee a copy of its updated PSC Register;
- (c) not exercise its right to issue a Warning Notice or Restrictions Notice in respect of any Relevant Interest, unless it is required to do so under applicable law and, if it is so required, it shall, in issuing the Warning Notice or Restrictions Notice:
 - (i) have regard to the interests of the Class A Note Secured Parties; and
 - (ii) use reasonable endeavours to preserve the rights and remedies of the Class A Note Secured Parties.
- (d) without prejudice to paragraph (c) above:
 - (i) notify the Class A Note Security Trustee of its intention to issue a Warning Notice or Restrictions Notice under paragraph 1 of Schedule 1B to the Companies Act 2006 in respect of any Relevant Interest of the Class A Issuer; and
 - (ii) provide to the Class A Note Security Trustee a copy of that Warning Notice or Restrictions Notice,

in each case, to the extent reasonably practicable, at least five Business Days before the Class A Issuer issues the Warning Notice or Restrictions Notice, or in any event no later than the date on which it issues that Warning Notice or Restrictions Notice;

- (e) not make any application (or similar) to the court under Schedule 1B to the Companies Act 2006 in respect of any Relevant Interest of the Class A Issuer unless it notifies the Class A Note Security Trustee of its intention to make the application (or similar) at least five Business Days before doing so, and it shall not make any such application (or similar) which is or could reasonably be expected to be adverse to the interests of the Class A Note Secured Parties;
- (f) actively assist the Class A Note Security Trustee with any application (or similar) to the court that it makes under Schedule 1B to the Companies Act 2006 in respect of any Relevant Interest of the Class A Issuer and provide the Class A Note Security Trustee with all information, documents and evidence that it may reasonably request in connection with the same.

22.3 General Covenants

- (a) Except where expressly provided in this Deed, nothing contained in this Deed is intended to or shall impair, as between the Class A Issuer and any Class A Secured Party, the obligations of the Class A Issuer under the Class A Note Transaction Documents to which such Class A Secured Party is a party, including the obligation of the Class A Issuer to pay the Class A Note Secured Parties all of the relevant Class A Issuer Secured Obligations. The Class A Issuer expressly acknowledges that no failure or delay by a Class A Secured Party in exercising any of its respective rights in relation to a Class A Note Event of Default or other default as a result of the

provisions of this Deed shall operate as a waiver or variation of its rights with respect thereto.

- (b) If the Class A Issuer for any reason fails to observe or punctually perform any of its obligations to the Class A Note Security Trustee, whether under this Deed any of the other Class A Note Transaction Documents or otherwise, the Class A Note Security Trustee shall have the power (but shall not be obliged to do so) on behalf of, or in the name of, the Class A Issuer or otherwise, to perform the obligation and to take any steps which the Class A Note Security Trustee may in its absolute discretion, consider appropriate with a view to remedying, or mitigating the consequences of, the failure, but so that the exercise of this power, or the failure to exercise it, shall in no circumstances prejudice the Class A Note Security Trustee's other rights under this Deed and the Class A Note Security Trustee shall not be liable for so exercising such above power where exercised in good faith and without prejudice.
- (c) Within the statutorily prescribed period the Class A Issuer will procure, in relation to the assignment or charge, as the case may be, of the rights and interests by the Class A Issuer pursuant to this Deed, (a) the submission for registration at the Companies Registry of a duly completed Form MR01 and a certified copy of this Deed pursuant to Chapter 1 Part XXV of the Companies Act 2006, (b) the arrangement of all appropriate registrations within the prescribed time limit of all documentation and further security executed pursuant to this Deed, takes place. Furthermore, and without prejudice to Clause 6 (*Notice of Security*), the Class A Issuer shall procure the giving of notice to the parties to the Charged Class A Note Transaction Documents of the security interests created over the Class A Issuer's rights in respect of such Charged Class A Note Transaction Documents, and (c) the notice of the security granted over the Class A Issuer Transaction Account to be sent to the relevant bank holding such account.

23. APPLICATION TO COURT

The Class A Note Security Trustee may at any time following delivery of a Class A Note Enforcement Notice apply to the court for an order that the terms of this Deed, or the trusts constituted by the Class A Note Security Trust Deed or any of them be carried into execution under the direction of the court and for the appointment of a Receiver of the Class A Issuer Secured Assets or any part thereof and for any other order in relation to the administration of the terms of this Deed, or the trusts constituted by the Class A Note Security Trust Deed or any of them as the Class A Note Security Trustee shall deem fit and shall be indemnified by the Class A Issuer, against all the costs, charges and expenses incurred by it in relation to any such applications or proceedings.

24. MISCELLANEOUS

- 24.1 No failure on the part of the Class A Note Security Trustee to exercise, and no delay on its part in exercising, any right or remedy under this Deed will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Subject as provided herein to the contrary, the rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by Law.
- 24.2 Any waiver and any consent by the Class A Note Security Trustee under this Deed must be in writing and may be given subject to any conditions thought fit by the Class A Note Security Trustee. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

- 24.3 The Class A Issuer will pay all stamp duties, land registry and similar fees, filing and registration fees and other transaction taxes required in relation to or for the purpose of procuring the execution, validity, enforceability or carrying into effect of this Deed and the security created or to be created pursuant to this Deed and keep the Class A Note Security Trustee indemnified against any failure or delay in paying the same.
- 24.4 Any person appointed as, or assuming the position of, trustee in relation to the Class A Issuer Secured Assets pursuant to the terms of this Deed shall have all the rights, powers and benefits which are vested in the Class A Note Security Trustee pursuant to the terms of this Deed.
- 24.5 Any corporation into which the Class A Note Security Trustee may be merged or converted, or any corporation with which the Class A Note Security Trustee may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Class A Note Security Trustee shall be a party, or any corporation, including affiliated corporations, to which the Class A Note Security Trustee shall sell or otherwise transfer: (a) all or substantially all of its assets or (b) all or substantially all of its corporate trust business shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws and subject to any credit rating requirements set out in this Deed become the successor Class A Note Security Trustee under this Deed without the execution or filing of any paper or any further act on the part of the parties to this Deed, unless otherwise required by the Class A Issuer, and after the said effective date all references in this Deed to the Class A Note Security Trustee shall be deemed to be references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer shall immediately be given to the Class A Issuer by the Class A Note Security Trustee.
25. **NOTICES**
- Any notices in relation to this Deed shall be served as set to the address and in the manner set out in Schedule 3 (*Notice Provisions*) to the Master Definitions Agreement.
26. **THIRD PARTY RIGHTS**
- A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
27. **COUNTERPARTS**
- This Deed may be executed in any number of counterparts, each of which when so executed shall constitute a duplicate original, but all the counterparts shall together constitute one instrument, all of which when taken together shall constitute one and the same Deed.
28. **GOVERNING LAW**
- This Deed and all non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales.
29. **JURISDICTION**
- 29.1 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute (whether contractual or non-contractual) arising out of or in connection with this Deed.

- 29.2 The parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle disputes between them and, accordingly, that they will not argue to the contrary.
- 29.3 The parties agree that the process by which any suit, action or proceeding is begun may be served on it by being delivered in connection with any suit, action or proceeding to the relevant party's address contained in Schedule 3 (*Notice Provisions*) to the Master Definitions Agreement.

**SCHEDULE 1
SECURITY PROTECTION NOTICE**

From: U.S. BANK TRUSTEES LIMITED

To: ASSET FINANCE 1 CLASS A NOTE ISSUECO PLC

[DATE]

Dear Sirs,

Class A Issuer Deed of Charge

We refer to a deed of charge dated [●] January 2017 and made between, ASSET FINANCE 1 CLASS A NOTE ISSUECO PLC and U.S. BANK TRUSTEES LIMITED (the "**Class A Issuer Deed of Charge**"). Terms and expressions defined in the Deed of Charge shall have the same meaning in this letter.

This is a Security Protection Notice, as defined in the Class A Issuer Deed of Charge.

We wish to notify you of the conversion with immediate effect of the floating charge created under the Class A Issuer Deed of Charge into a fixed charge over [all the assets of the Class A Issuer which were the subject of the floating charge]/[the assets of the Class A Issuer specified below [insert list of Specified Assets.]]

[We wish to notify you further that pursuant to Clause 4 (*Floating Charge*) of the Class A Issuer Deed of Charge, that no amounts may be withdrawn from the Class A Issuer Transaction Account without our prior written consent.]¹

Yours faithfully,

U.S. BANK TRUSTEES LIMITED

by:

Authorised Signatory

¹ Include if Security Protection Notice is given in relation to the Class A Issuer Transaction Account.

SCHEDULE 1
FORM OF NOTICE OF CREATION OF ISSUER SECURITY

To: [Lloyds Bank plc], as account bank for the Accounts

cc: U.S. BANK TRUSTEES LIMITED as "Class A Note Security Trustee"

Dear Sirs,

1. We hereby give you notice that we have charged by way of first fixed charge to the Class A Note Security Trustee on behalf of certain secured parties pursuant to a deed of charge (the "**Class A Issuer Deed of Charge**") dated [] January 2017 entered into by us (as Chargor) in favour of the Class A Note Security Trustee, all of our rights, title and interest in and to all sums of money which may now or in the future be held with you for our account in the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by us (the "**Accounts**") together with all interest from time to time earned on such sums and the debts represented by such sums and interest.

2. With effect from the date of your receipt of this notice:

- (a) subject to paragraph (d) below, all sums from time to time standing to the credit of the Accounts should be held to the order of the Class A Note Security Trustee;
- (b) subject to paragraph (d) below, all sums from time to time standing to the credit of the Accounts may only be paid or released in accordance with the written instructions of the Class A Note Security Trustee at any time or in accordance with the Account Bank Agreement, the Cash Management Agreement and the other Class A Note Transaction Documents;
- (c) the terms and conditions relating to the Accounts may not be amended, varied or waived without the prior written consent of the Class A Note Security Trustee (other than in accordance with the Account Bank Agreement, the Cash Management Agreement and the other Class A Transaction Documents); and
- (d) we are permitted to withdraw or transfer amounts from the Accounts in accordance with paragraph (b) above until such time as the Class A Note Security Trustee provides written notification to you that such permission is withdrawn (and the Class A Note Security Trustee may withdraw or notify this permission in its absolute discretion at any time).

3. You are irrevocably and unconditionally authorised and instructed, without requiring further approval from us:

- (a) to pay all moneys received by you for the Accounts to (and only to) the credit of the Accounts;
- (b) to provide the Class A Note Security Trustee with such information relating to the Accounts as it may from time to time request; and
- (c) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Class A Issuer Deed of Charge, the sums standing to the credit of the Accounts from time to time or the debts represented by them which you receive at any time from the Class A Note Security Trustee without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction.

4. These instructions may not be revoked without the prior written consent of the Class A Note Security Trustee.

5. Please sign and return the enclosed copy of this notice to the Class A Note Security Trustee (with a copy to us) to confirm (by way of undertaking in favour of the Class A Note Security Trustee) that:

- (a) you agree to the terms of this notice and to act in accordance with its provisions;
- (b) you have not received notice of the interest of any third party in the Accounts; and
- (c) you have not and will not claim, exercise or enforce any security interest, right of set-off, counterclaim or similar right in respect of the Accounts or the debts represented by them without the prior written consent of the Class A Note Security Trustee.

6. All capitalised terms used in this notice have, unless otherwise defined herein, the meaning ascribed to them in the Class A Issuer Deed of Charge.

7. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully,

for and on behalf of
ASSET FINANCE 1 CLASS A NOTE ISSUECO PLC

By

Execution Version

Schedule

Accounts

Account Name	Sort Code	Account Number
[●]	[●]	[●]

[ON DUPLICATE]

To: ASSET FINANCE 1 CLASS A NOTE ISSUECO PLC

cc: U.S. BANK TRUSTEES LIMITED as "Class A Note Security Trustee"

We acknowledge receipt of a notice in the terms set out above and confirm that:

- (a) we agree to the terms of that notice and to act in accordance with its provisions;
- (b) we have not received notice of the interest of any third party in the Accounts; and
- (c) we have not and will not claim, exercise or enforce any security interest, right of set-off, counterclaim or similar right in respect of the Accounts or the debts represented by them without the prior written consent of the Class A Note Security Trustee.

For and on behalf of


Lloyds Bank plc, as account bank for the Accounts


By: _____
Dated: [●]


IN WITNESS WHEREOF this Class A Issuer Deed of Charge has been executed as a deed and delivered on the day and year first above written.


EXECUTED as a **DEED** by **ASSET FINANCE 1 CLASS A NOTE ISSUECO PLC** in its capacity as Class A Issuer, acting by its duly authorised director, in the presence of:


Director


Signature of witness: 

Name of witness: 


Address of witness: 

Occupation of witness: 

EXECUTED as a **DEED** and delivered by two authorised signatories of

U.S. BANK TRUSTEES LIMITED

in its capacity as Class A Note Security Trustee

Authorised Signatory: 

Authorised Signatory: 


[Signature page to the Class A Issuer Deed of Charge]