IMPORTANT NOTICE

NOT FOR DISTRIBUTION TO ANY U.S. PERSON OR TO ANY PERSON OR ADDRESS IN THE U.S. EXCEPT TO PERSONS WHO ARE QUALIFIED INSTITUTIONAL BUYERS.

IMPORTANT: You must read the following before continuing. The following applies to the prospectus following this page, and you are therefore advised to read this carefully before reading, accessing or making any other use of the prospectus. In accessing the prospectus, you agree to be bound by the following terms and conditions, including any modifications to any time you receive any information from us as a result of such access. You acknowledge that you will not forward this electronic form of the prospectus to any other person.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE SECURITIES OF THE ISSUER. THE FOLLOWING PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER, AND IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

THE NOTES OFFERED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, OR ANY STATE SECURITIES LAWS NOR HAS THE ISSUER BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (**INVESTMENT COMPANY ACT**) IN RELIANCE ON THE EXCLUSION PROVIDED BY SECTION 3(c)(5)(C) OF THAT ACT. THE NOTES ARE BEING OFFERED AND SOLD ONLY (A) IN THE UNITED STATES TO, OR FOR THE ACCOUNT OR BENEFIT OF, "U.S. PERSONS" (WITHIN THE MEANING OF REGULATION S (**REGULATION S**) UNDER THE SECURITIES ACT) TO QUALIFIED INSTITUTIONAL BUYERS (**QIBs**) (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT (**RULE 144A**)) IN ACCORDANCE WITH, AND IN RELIANCE ON, RULE 144A AND (B) OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN "OFFSHORE TRANSACTIONS" (AS DEFINED IN REGULATION S) IN ACCORDANCE WITH, AND IN RELIANCE ON, REGULATION S (**REGULATION S**) UNDER THE SECURITIES ACT. THE NOTES ARE NOT TRANSFERABLE EXCEPT UPON SATISFACTION OF CERTAIN CONDITIONS AS DESCRIBED UNDER "*TRANSFER RESTRICTIONS*" HEREIN.

This prospectus has been delivered to you on the basis that you are a person into whose possession this prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorized to, deliver this prospectus to any other person. By accessing the prospectus, you shall be deemed to have confirmed and represented to us that (a) you have understood and agree to the terms set out herein, (b) you consent to delivery of the prospectus by electronic transmission, (c) you are either (i) not a U.S. person (within the meaning of Regulation S) or acting for the account or benefit of a U.S. person and the electronic mail address that you have given to us and to which this e-mail has been delivered is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia; or (ii) a qualified institutional buyer in reliance upon Rule 144A under the Securities Act and (d) if you are a person in the United Kingdom, then you are a person who (i) has professional experience in matters relating to investments and/or (ii) is a high net worth entity falling within Article 49(2)(a) to (e) of the Financial Services and Markets Act (Financial Promotion) Order 2005. This prospectus is not a prospectus for the purposes of Section 12(a)(2) or any other provision or order under the Securities Act.

This prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently neither Goldman Sachs International nor any person who controls it nor any director, officer, employee nor agent of it or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the prospectus distributed to you in electronic format and the hard copy version available to you on request from Goldman Sachs International or ING Bank N.V.

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Logistics UK 2015 PLC

(*incorporated in England and Wales with limited liability with registered number 9642322*)

£312,550,000 Class A Commercial Mortgage Backed Notes due 2025
Class X1 Certificate
Class X2 Certificate
£67,450,000 Class B Commercial Mortgage Backed Notes due 2025
£67,450,000 Class C Commercial Mortgage Backed Notes due 2025
£60,800,000 Class D Commercial Mortgage Backed Notes due 2025
£76,000,000 Class E Commercial Mortgage Backed Notes due 2025
£61,750,000 Class F Commercial Mortgage Backed Notes due 2025

Issue price: 100 per cent. for the Class A Notes, 100 per cent. for the Class B Notes, 100 per cent. for the Class C Notes, 99.54 per cent. for the Class D Notes, 98.42 per cent. for the Class E Notes and 96.02 per cent. for the Class F Notes

This document comprises a prospectus for the purpose of Article 5.3 of Directive 2003/71/EC (and amendments thereto, including the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in a member state of the European Economic Area which has implemented the Prospectus Directive (**Relevant Member State**)) and includes any relevant implementing measure in the Relevant Member State (the **Prospectus Directive**). This prospectus (the **Prospectus**) has been approved by the Central Bank of Ireland as competent authority under the Prospectus Directive. The Central Bank of Ireland only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval only relates to the Notes which are to be admitted to trading in a regulated market for the purposes of Directive 2004/39/EC and/or which are to be offered to the public in any member state of the European Economic Area. Application has been made to the Irish Stock Exchange for the £312,550,000 class A commercial mortgage backed notes due 2025 (the **Class A Notes**), the £67,450,000 class B commercial mortgage backed notes due 2025 (the **Class B Notes**), the £67,450,000 class C commercial mortgage backed notes due 2025 (the **Class C Notes**), the £60,800,000 class D commercial mortgage backed notes due 2025 (the **Class D Notes**), the £76,000,000 class E commercial mortgage backed notes due 2025 (the **Class E Notes**) and the £61,750,000 class F commercial mortgage backed notes due 2025 (the **Class F Notes** and, together with the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the **Notes**), to be admitted to its official list (the **Official List**) and trading on the regulated market of the Irish Stock Exchange (the **Main Securities Market**). The Main Securities Market is a regulated market for the purposes of Directive 2004/39/EC. Neither the class X1 certificate (the **Class X1 Certificate**) nor the class X2 certificate (the **Class X2 Certificate**), (collectively, the **Class X Certificates**) will be admitted to trading on any market, and will be initially held by the Loan Seller (potentially being subject to sale at a later date). Subject as described herein, the Issuer will issue the Notes and the Class X Certificates on 7 August 2015 (or such later date as the Issuer and the Lead Manager may agree) (the **Closing Date**).

The principal source of payment of interest on the Notes, and of repayment of principal on the Notes, will be the principal and interest received by the Issuer under the Securitised Loan granted under the £680,000,000 facility agreement entered into by, among others, Goldman Sachs Bank USA (the **Loan Seller**) and the Borrowers on 5 June 2015 (as amended on 11 June 2015, 16 July 2015 and 29 July 2015) (the **Facility Agreement**) along with any other related documents and relevant security. The Issuer will purchase the Securitised Loan on the Closing Date pursuant to the Loan Sale Agreement. The Securitised Loan represents 95 per cent. (by principal balance) of the Whole Loan. The Retained Loan represents 5 per cent. by principal balance of the Whole Loan, as further described herein.

The Notes issued pursuant to this Prospectus have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**), and may not be offered or sold within the United States or to or for the account or benefit of U.S. persons (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in a manner so as not to require the registration of the Issuer as an "investment company" pursuant to the Investment Company Act. Accordingly, the Notes issued pursuant to this Prospectus are being offered only (i) in offshore transactions to non-U.S. persons in reliance upon Regulation S under the Securities Act (**Regulation S**) and (ii) to persons who are qualified institutional buyers (**QIBs**) in reliance upon Rule 144A under the Securities Act (**Rule 144A)**. See "*Description of the Notes*" for a description of the manner in which Notes will be issued pursuant to this Prospectus. The Notes are subject to certain restrictions on transfer: see "*Transfer restrictions*".

Interest on the Notes will be payable by reference to successive Note Interest Periods. Interest on the Notes will accrue on a daily basis and will be payable in arrears in sterling on 20 February, 20 May, 20 August and 20 November in each year (or, if any such day is not a Business Day, the next following Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not)).

The rate of interest applicable to the Notes shall be:

(a) for each Note Interest Period commencing with the first Note Interest Period commencing on (and including) the Closing Date to (and including) the Note Interest Period ending on (but excluding) the Note Payment Date occurring on the Expected Note Maturity Date, LIBOR (which in respect of the first Note Interest Period only, will be the linear interpolation of one-week and two-week LIBOR deposits); and

(b) for each Note Interest Period commencing with the Note Interest Period commencing on (and including) the Note Payment Date occurring on the Expected Note Maturity Date, the lower of LIBOR and 5 per cent. per annum (as determined in accordance with Condition 6 (*Interest*)),

plus, in each case, 1.25 per cent. per annum in respect of the Class A Notes, 1.90 per cent. per annum in respect of the Class B Notes, 2.50 per cent. per annum in respect of the Class C Notes, 3.00 per cent. per annum in respect of the Class D Notes, 3.40 per cent. per annum in respect of the Class E Notes and 3.60 per cent. per annum in respect of the Class F Notes (the **Relevant Margin**).

Any deferral in payment of the Note Excess Amount corresponding to any reduction in the interest payable as a result of LIBOR exceeding 5 per cent per annum. (in the situation set out in (b) above) will be borne by each Class of Notes in reverse sequential order, commencing with the Class F Notes.

The Issuer is not, and solely after giving effect to any offering and sale of Notes and the application of the proceeds thereof will not be, a "covered fund" for purposes of regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended (commonly known as the **Volcker Rule**). In reaching this conclusion, although other statutory or regulatory exemptions under the Investment Company Act of 1940, as amended (the **Investment Company Act**) and under the Volcker Rule and its related regulations may be available, the Issuer has relied on the determinations that (i) the Issuer may rely on the exemption from registration under the Investment Company Act provided by Section 3(c)(5)(C) thereunder, and, accordingly, (ii) the Issuer does not rely on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act for its exemption from registration under the Investment Company Act and may rely on the exemption from the definition of a "covered fund" under the Volcker Rule made available to entities that do not rely solely on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act for their exemption from registration under the Investment Company Act. Any prospective investor in the Notes, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisors regarding the Volcker Rule and its effects.

Neither the United States Securities and Exchange Commission nor any state securities commission in the United States nor any other United States regulatory authority has approved or disapproved the Notes or determined that this Prospectus is truthful or complete. Any representation to the contrary is a criminal offence in the United States.

Sole Arranger and Sole Bookrunner
Goldman Sachs International

Lead Manager
Goldman Sachs International

Co-Manager
ING Bank N.V.

6 August 2015

On any Note Payment Date (prior to the service of a Note Acceleration Notice), interest due and payable on the Class D Notes, the Class E Notes and the Class F Notes is subject to a cap equal to the lesser of (a) the Note Interest Payment Amount applicable to that Class of Notes; and (b) the relevant Adjusted Interest Payment Amount in respect of that Class of Notes, where such difference is attributable to an increase in the weighted average margin of the Notes. Amounts of interest that would otherwise be represented by any such difference between the relevant Adjusted Interest Payment Amount and the Note Interest Payment Amount applicable to that Class of Notes shall be extinguished on such Note Payment Date and the affected Class D Noteholders, Class E Noteholders or Class F Noteholders (as applicable) shall have no claim against the Issuer in respect thereof.

Pursuant to the terms of the Facility Agreement, the Company has the option to twice extend the Initial Loan Repayment Date by one year by delivering to the Loan Facility Agent an irrevocable notice not less than 30 days and not more than 90 days prior to the then current Loan Repayment Date. The right of the Company to exercise this option is subject to certain conditions as set out in the section entitled "*Description of the Facility Agreement – Repayment and extension*", below. If the Company exercises the option once, the Loan Repayment Date will be extended to the date which is 12 months after the Initial Loan Repayment Date. If the Company then exercises the Second Loan Extension Option, the Loan Repayment Date will be extended to the date which is 24 months after the Initial Loan Repayment Date.

Distributions in respect of the Class X Certificates will be, effectively, the excess of interest received on the Securitised Loan over an amount equal to the aggregate of interest accrued on the Notes, the Note Excess Amounts payable, amounts payable to the Issuer Secured Creditors, other costs and expenses of the Issuer and (following the Expected Note Maturity Date), principal due on the Notes. The calculation of distributions on the Class X Certificates and the allocation between the Class X1 Certificate and the Class X2 Certificate is set out under Class X Condition 6 (*Distributions*). All Class X Distribution Amounts accruing after the occurrence of a Class X Trigger Event will be subordinated to payment of interest with respect to the Notes. A Class X Trigger Event means the first to occur of: (a) a Calculation Date on which the Securitised Loan is a Specially Serviced Loan; (b) a Calculation Date following the Expected Note Maturity Date; or (c) the enforcement of the Issuer Security following the occurrence of a Note Event of Default. On the Closing Date, the Class X Certificates are issued to the Loan Seller as partial consideration for the purchase by the Issuer of the Securitised Loan and are not debt securities and, accordingly, have no principal amount or maturity date. This Prospectus relates solely to the Notes. However, the Issuer will also (concurrently with the issue of the Notes) issue the Class X Certificates. This Prospectus therefore contains considerable information relating to the Class X Certificates to enable prospective Noteholders to understand the liabilities of the Issuer to Class X Certificateholders. All references in this Prospectus to the Class X Certificates are included for information purposes only and in order to describe the Class X Certificates insofar as they are relevant to the issue of the Notes. However, neither the Issuer nor the Lead Manager, the Co-Manager, the Loan Seller or the Issuer Related Parties makes any representation or warranty to any prospective holder of a Class X Certificate in respect of the information set out in this Prospectus.

The Class A Notes are expected, on issue, to be rated "AAA(sf)" by Fitch and "Aaa (sf)" by Moody's; the Class B Notes are expected, on issue, to be rated "AA(sf)" by Fitch and "Aa2 (sf)" by Moody's; the Class C Notes are expected, on issue, to be rated "A(sf)" by Fitch and "A2 (sf)" by Moody's; the Class D Notes are expected, on issue, to be rated "BBB(sf)" by Fitch and "Baa2 (sf)" by Moody's; the Class E Notes are expected, on issue, to be rated "BB-(sf)" by Fitch and "Ba2 (sf)" by Moody's and the Class F Notes are expected, on issue, to be rated "B(sf)" by Fitch and "B1 (sf)" by Moody's. The ratings assigned by Fitch address the likelihood of: (a) timely payment of any interest due to the Noteholders in respect of the Notes on each Note Payment Date; and (b) full repayment of principal on the Notes by a date that is not later than the Final Note Maturity Date. The ratings assigned by Moody's address the expected loss posed to investors by the legal final maturity. The ratings do not address the likelihood of payment of the Note Excess Amount or any Allocated Note Prepayment Fee Amount. The Rating Agencies have informed the Issuer that the "sf" designation in the ratings represents an identifier of structural finance product ratings and was implemented by the Rating Agencies for ratings of structured finance products as of August 2010. The Class X Certificates are not rated. **A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, revision or withdrawal at any time by any one or all of the Rating Agencies. The credit rating applied for in relation to the Notes will be issued by the Rating Agencies each of which is established in the European Union and is registered under Regulation (EU) No 1060/2009 (as amended) (the CRA Regulation), as resulting from the latest update of the list of registered credit rating agencies (reference number 2011/247) published by the European Securities and Markets Authority (ESMA) on its website (being, as at the date of this Prospectus, www.esma.europa.eu).**

If any withholding or deduction for or on account of tax is applicable to payments in respect of the Notes or the Class X Certificates, such payments will be made subject to such withholding or deduction, without the Issuer being obliged to pay any additional amounts as a consequence.

The Notes and the Class X Certificates will be limited recourse obligations solely of the Issuer. In particular, the Notes and the Class X Certificates will not be obligations or responsibilities of, or guaranteed by, any of the Loan Seller, the Servicer, the Special Servicer, the Note Trustee, the Issuer Security Trustee, the Principal Paying Agent, the Issuer Account Bank, the Liquidity Facility Provider, the Corporate Services Provider, the Listing Agent, the Sole Arranger, the Lead Manager or the Co-Manager. Furthermore, none of such persons accepts any liability whatsoever in respect of any failure by the Issuer to make payment of any amount due on the Notes or the Class X Certificates.

The Notes will initially be represented by a global note (the **Global Note**) in registered form, which will be deposited on or about the Closing Date with, and registered in the name of a nominee of, the common depository for Euroclear and Clearstream, Luxembourg. Ownership interests in the Global Note will be shown on, and transfers thereof will only be effected through, records maintained by Euroclear and Clearstream, Luxembourg and their respective participants. The Global Note will be exchangeable for Definitive Notes in registered form only in certain limited circumstances set out herein.

The notes of each Class issued pursuant to Rule 144A (the **Rule 144A Notes**) will be sold only to QIBs. Rule 144A Notes of each Class will each be represented on issue by beneficial interests in one or more permanent global notes of such Class (each, a **Rule 144A Global Note** and together, the **Rule 144A Global Notes**) in fully registered form, without interest coupons or principal receipts, which will be deposited on or about the Closing Date with, and registered in the name of, a nominee of a common depositary for Euroclear and Clearstream, Luxembourg. The notes of each Class issued pursuant to Regulation S (the **Regulation S Notes**) sold outside the United States in offshore transactions to non-U.S. persons in reliance on Regulation S will each be represented on issue by beneficial interests in one or more permanent global notes of such Class (each, a **Regulation S Global Note** and together, the **Regulation S Global Notes**) in fully registered form, without interest coupons or principal receipts, which will be deposited on or about the Closing Date with, and registered in the name of a nominee of a common depositary for Euroclear and Clearstream, Luxembourg. Ownership interests in the Regulation S

Global Notes and the Rule 144A Global Notes (together, the **Global Notes**) will be shown on, and transfers thereof will only be effected through, records maintained by Euroclear and Clearstream, Luxembourg and their respective participants. In each case, purchasers and transferees of notes will be deemed and in certain circumstances will be required to have made certain representations and agreements. See "*Transfer restrictions*" below.

Before the Final Note Maturity Date, the Notes will be subject to mandatory and/or optional redemption in whole or in part in certain circumstances (as set out in Condition 8.2 (*Mandatory redemption from Principal Available Funds*)). Unless previously redeemed in full in accordance with the Conditions, the Notes shall be redeemed on the Final Note Maturity Date.

Capitalised words and expressions in this Prospectus shall, except so far as the context otherwise requires, have the meanings as defined in this Prospectus (please see "*Index of defined terms*" for reference).

NOTICE TO NEW HAMPSHIRE RESIDENTS

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER CHAPTER 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

For a discussion of certain risks and other factors that should be considered in connection with an investment in the Notes, see the section entitled "*Risk factors*".

IMPORTANT NOTICE

The distribution of this Prospectus and the offering of the Notes in certain jurisdictions may be restricted by law. No representation is made by the Issuer, Goldman Sachs International (the **Lead Manager**), Goldman Sachs Bank USA, the Note Trustee, the Issuer Security Trustee, the Sole Arranger, the Lead Manager, the ING Bank N.V. (the **Co-Manager**) or any other person that this Prospectus may be lawfully distributed, or that the Notes may be lawfully offered in compliance with any applicable registration or other requirements, in any such jurisdiction, or pursuant to an exemption available thereunder, and none of them assumes any responsibility for facilitating any such distribution or offering.

Other than the approval by the Central Bank of Ireland of this Prospectus as a prospectus in accordance with the requirements of the Prospectus Directive and the relevant implementing measures in Ireland, no action has been or will be taken to permit a public offering of the Notes or the distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published, in any jurisdiction, except under circumstances that will result in compliance in any applicable laws, and the Lead Manager and the Co-Manager have each represented that all offers and sales by it will be made on such terms. Persons into whose possession this Prospectus comes are required by the Issuer, the Sole Arranger, the Lead Manager and the Co-Manager to inform themselves about and to observe any such restrictions.

Neither this Prospectus nor any part hereof constitutes an offer of, or an invitation by or on behalf of the Issuer, Note Trustee, the Issuer Security Trustee, the Loan Seller, the Sole Arranger, the Lead Manager or the Co-Manager to subscribe for or purchase any of the Notes or the Class X Certificates and neither this Prospectus, nor any part hereof, may be used for or in connection with an offer to, or solicitation by, any person in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

For a further description of certain restrictions on offers and sales of the Notes and distribution of this Prospectus (or any part hereof) see the section entitled "*Subscription, sale and selling restrictions*".

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Where information has been indicated to have been sourced from a third party, the Issuer confirms that this information has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from information published by or documentation deriving from such third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Goldman Sachs Bank USA accepts responsibility for the information contained in the section of this Prospectus entitled "*The Loan Seller*", insofar as the same relates to it. To the best of the knowledge and belief of Goldman Sachs Bank USA (having taken all reasonable care to ensure that such is the case), the information contained in the section of this Prospectus entitled "*The Loan Seller*" (insofar as the same relates to it) is in accordance with the facts and does not omit anything likely to affect the import of such information.

Wells Fargo Bank, N.A., London Branch accepts responsibility for the information contained in the section of this Prospectus entitled "*Servicer and Special Servicer*", insofar as the same relates to it. To the best of the knowledge and belief of Wells Fargo Bank, N.A., London Branch (having taken all reasonable care to ensure that such is the case), the information contained in the section of this Prospectus entitled "*Servicer and Special Servicer*" (insofar as the same relates to it) is in accordance with the facts and does not omit anything likely to affect the import of such information.

CBRE accepts responsibility for the Valuations. To the best of the knowledge and belief of CBRE (having taken all reasonable care to ensure that such is the case), the information contained in the Valuations is in accordance with the facts and does not omit anything likely to affect its import.

Other than as described above in relation to the sections entitled "*The Loan Seller*" and "*Servicer and Special Servicer*", none of the Sole Arranger, the Lead Manager, the Co-Manager, the Loan Seller, the Servicer, the Special Servicer, the Issuer Cash Manager, the Issuer Account Bank, the Agent Bank, the Principal Paying Agent, any Paying Agent, the Registrar, the Note Trustee and any Appointee thereof, the Issuer Security Trustee and any Appointee thereof (including any receiver appointed pursuant to the terms of the Issuer Deed of

Charge), the Corporate Services Provider and the Liquidity Facility Provider (the **Issuer Related Parties**) have separately verified the information contained in this Prospectus. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Sole Arranger, the Lead Manager, the Co-Manager, the Loan Seller or the Issuer Related Parties as to the accuracy or completeness of the information contained in this Prospectus or any other information supplied in connection with the Notes or the Class X Certificates. Each person receiving this Prospectus acknowledges that such person has not relied on the Sole Arranger, the Lead Manager, the Co-Manager, the Loan Seller or the Issuer Related Parties or on any person affiliated with any of them in connection with its investigation of the accuracy of such information or its investment decision.

No person is or has been authorised in connection with the issue and sale of the Notes to give any information or to make any representation not contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer or by the Sole Arranger, the Lead Manager, the Co-Manager, the Loan Seller, the Issuer Related Parties or any of their respective affiliates, associated bodies or shareholders or the shareholders of the Issuer. Neither the delivery of this Prospectus nor any sale or allotment made in connection with the offering of any of the Notes will, under any circumstances, constitute a representation or create any implication that there has been any change in the information contained herein since the date hereof or that the information contained herein is correct as of any time subsequent to its date.

THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER U.S. OR STATE REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

The Notes and interest thereon and the Class X Certificates will not be obligations or responsibilities of any person other than the Issuer, which obligations will be limited recourse obligations in accordance with the terms thereof. In particular, the Notes and the Class X Certificates will not be obligations or responsibilities of, or be guaranteed by, Goldman Sachs Bank USA or any associated body of the Sole Arranger, the Lead Manager, the Co-Manager, the Loan Seller, the Issuer Related Parties or any of their respective affiliates or shareholders or the shareholders of the Issuer and none of such persons accepts any liability whatsoever in respect of any failure by the Issuer to make payment of any amount due on the Notes or the Class X Certificates.

The Issuer is not, and will not be, regulated by the Central Bank of Ireland by virtue of the issuance of the Notes and the Class X Certificates. Any investment in the Notes does not have the status of a bank deposit and is not subject to the deposit protection scheme operated by the Central Bank of Ireland.

OFFEREE ACKNOWLEDGEMENTS

Each person receiving this Prospectus, by acceptance hereof, hereby acknowledges that this Prospectus has been prepared by the Issuer solely for the purpose of offering the Notes described herein. Notwithstanding any investigation that the Sole Arranger, the Lead Manager or the Co-Manager may have made with respect to the information set out herein, this Prospectus does not constitute, and will not be construed as, any representation or warranty by the Sole Arranger, the Lead Manager or the Co-Manager to the adequacy or accuracy of the information set out herein. Delivery of this Prospectus to any person other than the prospective investor and those persons, if any, retained to advise such prospective investor with respect to the possible offer and sale of the Notes and the Class X Certificates is unauthorised, and any disclosure of any of its contents for any purpose other than considering an investment in the Notes is strictly prohibited. A prospective investor will not be entitled to, and must not rely on this Prospectus unless it was furnished to such prospective investor directly by the Issuer, the Lead Manager or the Co-Manager.

The obligations of the parties to the transactions contemplated herein are set out in and will be governed by certain documents described in this Prospectus, and all of the statements and information contained in this Prospectus are qualified in their entirety by reference to such documents. This Prospectus contains summaries, which the Issuer believes to be accurate, of certain of these documents, but for a complete description of the rights and obligations summarised herein, reference is hereby made to the actual documents, copies of some of which may (on giving reasonable notice) be obtained from the Principal Paying Agent (for details as to which documents copies of which are available, see the section entitled "*General information*").

The Issuer has not been registered under the Investment Company Act in reliance on Section 3(c)(5)(C) of the United States Investment Company Act of 1940, as amended (the **Investment Company Act**). Each purchaser of an interest in the Notes (other than a non-U.S. person outside the United States) will be deemed to have represented and agreed that it is a QIB and will also be deemed to have made the representations set out in "*Transfer restrictions*" herein. The purchaser of any Note, by such purchase, agrees that such Note is being acquired for its own account and not with a view to distribution and may be resold, pledged or otherwise transferred only (1) to a person the purchaser reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, or (2) outside the United States to a non-U.S. person in an offshore transaction in reliance on Regulation S, in each case, in compliance with the Note Trust Deed and all applicable securities laws of any state of the United States or any other jurisdiction. See "*Transfer restrictions*".

EACH PERSON RECEIVING THIS PROSPECTUS ACKNOWLEDGES THAT:

(A) SUCH PERSON HAS BEEN AFFORDED AN OPPORTUNITY TO REQUEST AND TO REVIEW, AND HAS RECEIVED, ALL ADDITIONAL INFORMATION CONSIDERED BY IT TO BE NECESSARY TO VERIFY THE ACCURACY OF OR TO SUPPLEMENT THE INFORMATION HEREIN, (B) SUCH PERSON HAS NOT RELIED ON THE SOLE ARRANGER, THE LEAD MANAGER OR THE CO-MANAGER OR ANY PERSON AFFILIATED WITH THE SOLE ARRANGER, THE LEAD MANAGER OR THE CO-MANAGER IN CONNECTION WITH ITS INVESTIGATION OF THE ACCURACY OF SUCH INFORMATION OR ITS INVESTMENT DECISION, (C) NO PERSON HAS BEEN AUTHORISED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION REGARDING THE NOTES OTHER THAN AS CONTAINED HEREIN, AND IF GIVEN OR MADE, ANY SUCH OTHER INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON AS HAVING BEEN AUTHORISED, AND (D) NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER WILL CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS AT ANY TIME SINCE THE DATE HEREOF. EACH PROSPECTIVE PURCHASER SHOULD CONSULT ITS OWN BUSINESS, LEGAL AND TAX ADVISERS FOR INVESTMENT, LEGAL AND TAX ADVICE AND AS TO THE DESIRABILITY AND CONSEQUENCES OF AN INVESTMENT IN THE NOTES.

Available Information

To permit compliance with the Securities Act in connection with the sale of the Notes in reliance on Rule 144A, the Issuer will be required to furnish upon request to a holder or beneficial owner who is a QIB of a Note sold in reliance on Rule 144A or a prospective investor who is a QIB designated by such holder or beneficial owner the information required to be delivered under Rule 144A(d)(4) under the Securities Act if at the time of the request the Issuer is neither a reporting company under Section 13 or Section 15(d) of the United States Securities Exchange Act of 1934 (the **Exchange Act**), as amended, nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act. All information made available by the Issuer pursuant to the terms of this paragraph may also be obtained free of charge at the office of the Principal Paying Agent at 125 Old Broad Street London EC2N 1AR United Kingdom.

FORWARD-LOOKING STATEMENTS

Certain matters contained herein are forward-looking statements. Such statements appear in a number of places in this Prospectus, including with respect to assumptions on repayment, prepayment and certain other characteristics of the Whole Loan and reflect significant assumptions and subjective judgments by the Issuer that may or may not prove to be correct. Such statements may be identified by reference to a future period or periods and the use of forward-looking terminology such as **may**, **will**, **could**, **believes**, **expects**, **projects**, **anticipates**, **continues**, **intends**, **plans** or similar terms. Consequently, future results may differ from the expectations of the Issuer generally due to a variety of factors, including (but not limited to) the economic environment and changes in governmental regulations, fiscal policy, planning or tax laws in the United Kingdom. Other factors not presently known to the Issuer generally or that the Issuer presently believes are not material could also cause results to differ materially from those expressed in the forward-looking statements included in this Prospectus. Moreover, past financial performance should not be considered a reliable indicator of future performance and prospective purchasers of the Notes are cautioned that any such statements are not guarantees of performance and involve risks and uncertainties, many of which are beyond the control of the Issuer. Neither the Sole Arranger, the Co-Manager nor the Lead Manager has attempted to verify any such statements, nor does it make any representation, express or implied, with respect thereto.

Prospective investors should not therefore, place undue reliance on any of these forward-looking statements. None of the Issuer, the Sole Arranger, the Lead Manager, the Co-Manager or any other person assumes any obligation to update these forward-looking statements or to update the reasons for which actual results could differ materially from those anticipated in the forward-looking statements.

DOCUMENTS INCORPORATED BY REFERENCE

Full Valuation

The Full Valuation is incorporated by reference via the website http://www.ise.ie/debt_documents/Valuation%20Report_d42e2dd0-2327-4d38-9b9a-1016e3c72d76.pdf?v=572015.

Websites

Other than the websites listed above under "*Documents incorporated by reference*", websites referred to in this Prospectus do not form part of this Prospectus.

SOURCES OF MARKET DATA, FINANCIAL DATA AND OTHER REFERENCES

The Prospectus contains or refers to figures (all subject to commercial rounding), market data, analyst reports, and other publicly available information about the market which are based on published market data or figures from publicly available sources. Where information contained in this Prospectus has been sourced from third-party sources, the Issuer confirms that such information is accurately reproduced and that as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted that would render the information reproduced in this Prospectus inaccurate or misleading.

The Issuer has not verified the figures, market data, and other information contained in the publicly available sources and does not assume any responsibility for the accuracy of the figures, market data, or other information from the publicly available sources.

Where market data and commentary is sourced from CBRE Research (a division of CBRE Limited) market research reports, it should be noted that while CBRE Research has obtained the information from sources believed to be reliable and does not doubt its accuracy, CBRE Research has not verified such information and makes no guarantee, warranty or representation about it. It is prospective investors' responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the market.

REGULATORY DISCLOSURE

Goldman Sachs Bank USA, as original lender, will retain a material net economic interest of not less than 5 per cent. in the securitisation in accordance with the text of each of Article 405 of Regulation (EU) No 575/2013 (the **Capital Requirements Regulation**) and Article 51 of Regulation (EU) No 231/2013 (the **AIFM Regulation**) (which, in each case, does not take into account any relevant national measures). As at the Closing Date, such interest will be comprised of at least a 5 per cent. pari passu interest in the Whole Loan as required by the text of each of Article 405 and Article 51. Any change to the manner in which such interest is held will be notified to Noteholders and the Class X Certificateholders.

As to the information made available to prospective investors by the Issuer, reference is made to the information set out herein and forming part of this Prospectus and, after the Closing Date, to the quarterly investor reports (a general description of which is set out in the sections entitled "*Description of the servicing arrangements*" and "*Description of certain Issuer Transaction Documents – The Issuer Cash Management Agreement*").

Goldman Sachs Bank USA will provide a corresponding undertaking with respect to the interest to be retained by it to the Issuer in the Loan Sale Agreement.

Each prospective investor is required to independently assess and determine the sufficiency of the information described above and in this Prospectus generally for the purposes of complying with each of Part Five of the Capital Requirements Regulation (including Article 405) and Section Five of Chapter III of the AIFM Regulation (including Article 51), and any national measures which may be relevant and none of the Issuer, Goldman Sachs Bank USA (in its capacity as the Loan Seller) nor Goldman Sachs International makes any representation that the information described above or in the Prospectus is sufficient in all circumstances for such purposes.

For further information on the requirements referred to above and the corresponding risks, please refer to the Risk Factor entitled "*Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes*".

CRA Regulation

The credit ratings included or referred to in this Prospectus have been issued by the Rating Agencies, Fitch and Moody's, each of which is established in the European Union, and has been registered in accordance with the CRA Regulation, resulting from the latest update of the list of registered credit rating agencies (reference number 2011/247) published by the ESMA on its website (being, as at the date of this Prospectus, www.esma.europa.eu).

VALUATIONS DISCLAIMER

The Valuations were produced by CBRE Limited (**CBRE**) (a global corporate member of Royal Institution of Chartered Surveyors (**RICS**)) in connection with origination of the Whole Loan, as at 8 May 2015 in relation to the Property Portfolio, in accordance with RICS Valuation Professional Standards (January 2014) Global and UK (the **Red Book**) which has been compiled for the purposes of ascertaining the market value of the Property Portfolio at the request of the Loan Seller. A condensed valuation report (the **Condensed Valuation**) is included in Appendix 3 (*Condensed Valuation*) of this Prospectus. The Condensed Valuation is an overview of the valuation produced by CBRE dated 8 May 2015 (the **Full Valuation**, and together with the Condensed Valuation, the **Valuations**). It does not purport to be complete and should be read in conjunction with, and is qualified in its entirety by, the Full Valuation. As such, potential investors are strongly urged to read the Full Valuation in its entirety.

In preparing the Valuations, CBRE acted through its office at Henrietta House, Henrietta Place, London W1G 0NB.

CBRE does not have any material interest in the Issuer or any member of the Borrower Group.

CBRE valued the Properties individually and no account was taken of any discount or premium that may be negotiated in the market if all or part of the Property Portfolio was to be marketed simultaneously, either in lots or as a whole.

The valuation in the Valuations have been used for the purposes of this transaction and throughout this Prospectus.

CBRE has given and has not withdrawn its written consent both to the inclusion in this Prospectus of the Valuations, and to references to the Valuations in the form and context in which they appear. CBRE accepts responsibility for the Valuations. In undertaking the Valuations, CBRE has based its work on certain information from third-party sources, in particular as detailed in the "Sources of Information" section of the Full Valuation which it has assumed to be correct and comprehensive and has, not verified. CBRE does not accept any liability other than is imposed on it by virtue of its responsibility statement, as required by the Prospectus Directive and the Prospectus (Directive 2003/71/EC) Regulations 2005 of Ireland.

To the best of the knowledge and belief of CBRE (having taken all reasonable care to ensure that such is the case), the information contained in the Valuations is in accordance with the facts and does not omit anything likely to affect its import.

Prospective investors should be aware that the Valuations were prepared prior to the date of this Prospectus. CBRE has not been requested to update or revise any of the information contained therein, nor will it be asked to do so prior to the issue of the Notes and the Class X Certificates. Accordingly, the information included in the Valuations may not reflect the current physical, economic, competitive, market or other conditions with respect to the Property Portfolio. None of the Lead Manager, the Sole Arranger, the Co-Manager, Loan Security Agent, the Loan Seller or the Issuer Related Parties are responsible for the information contained in the Valuations.

The information contained in the Valuations must be considered together with all of the information contained elsewhere in this Prospectus, including without limitation, the statements made in the section entitled "*Risk factors – Considerations relating to the Property Portfolio*". All of the information contained in the Valuations is subject to the same limitations, qualifications and restrictions contained in the other portions of this Prospectus. Prospective investors are strongly urged to read this Prospectus in its entirety prior to accessing the Valuations.

With the exception of the Valuations which it prepared, CBRE does not accept any liability in relation to the information contained in this Prospectus or any other information provided by the Issuer or the Loan Seller. To the extent that the Issuer has summarised or included any part of the Valuations in the Prospectus, such summaries or extracts should be considered in conjunction with the entire Valuations.

No reliance may be placed upon the contents of the Valuations by any party for any purpose other than in connection with the section entitled "Purpose of Valuation" in the Full Valuation and in the Condensed Valuation.

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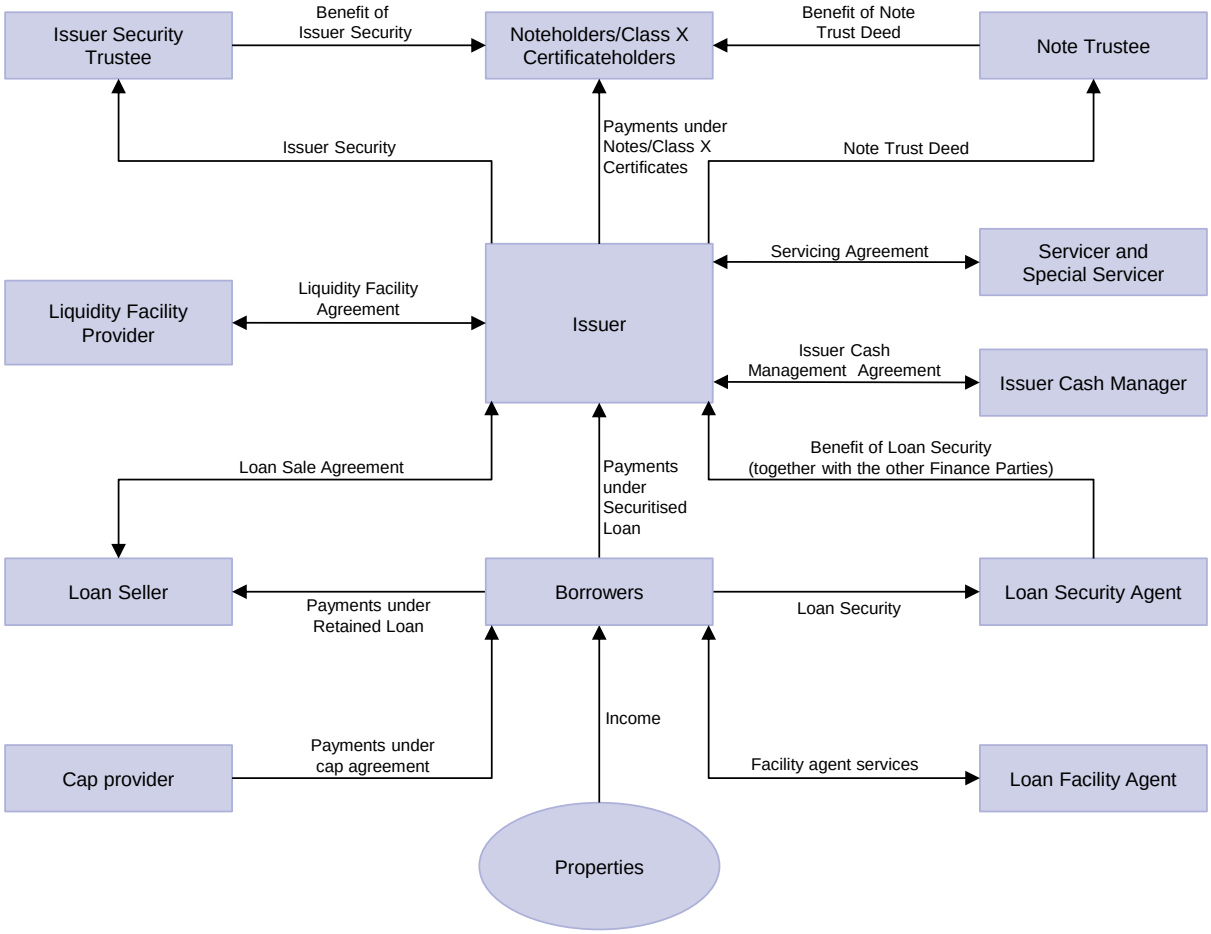
TRANSACTION DIAGRAMS

The following diagrams show the structure of the transaction as at the Closing Date. They are intended to illustrate to prospective noteholders a scheme of the principal elements contemplated in the context of the transaction on the Closing Date. The diagrams are not intended to be exhaustive and prospective noteholders should also read the detailed information set out elsewhere in this Prospectus.

Overview of the transaction

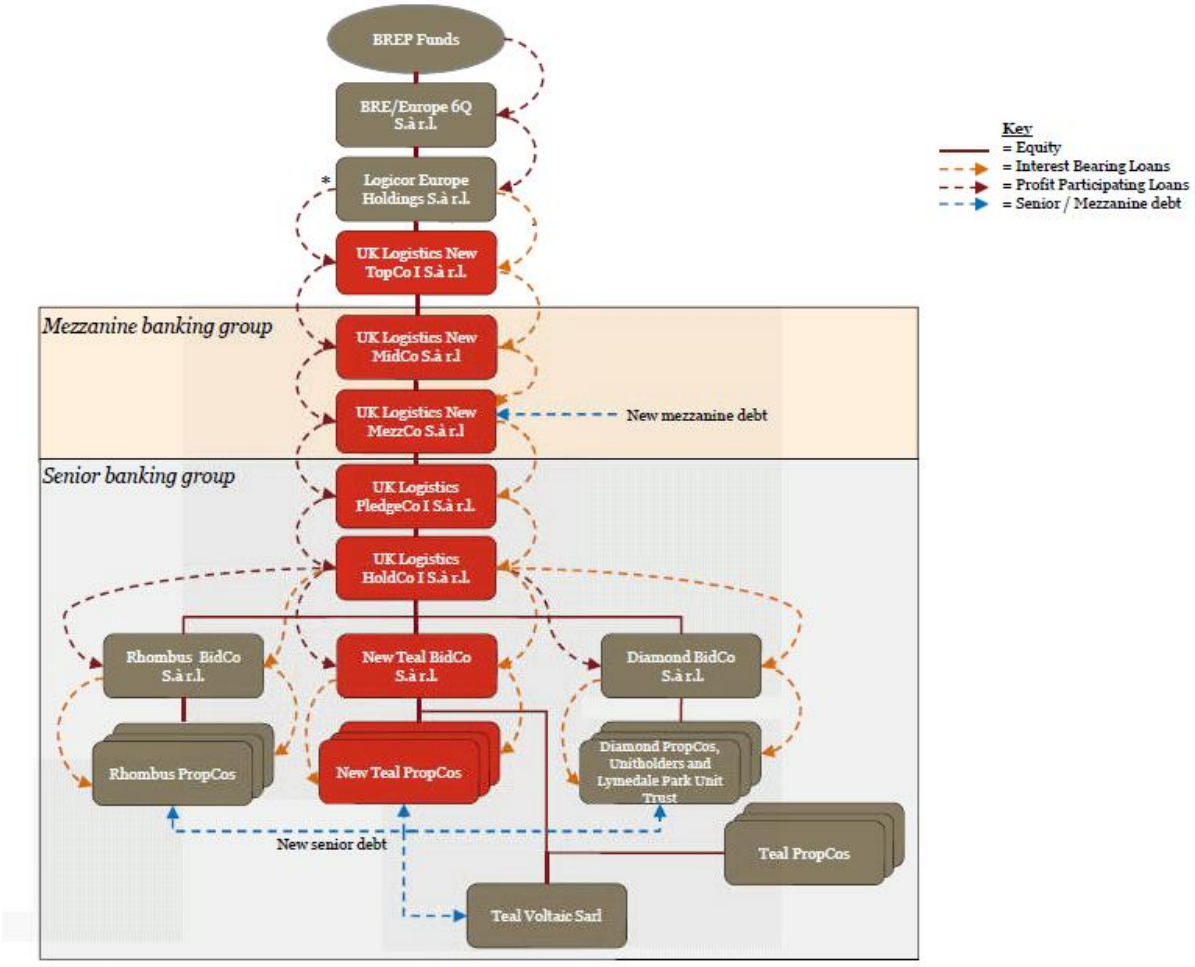


Structure of the Borrower Group

Below is an abridged diagram depicting the group corporate structure of the Borrower Group as at the Closing Date. Prospective investors in the Notes should note that only the Property Portfolio will stand as security for the Whole Loan and, ultimately, the Notes and the Class X Certificates. See the section entitled "*The Property Portfolio*" for further information. Only the Obligors (being each of the Borrowers and each of the Guarantors), and not any other entity, depicted on this diagram have any obligations under the Whole Loan.

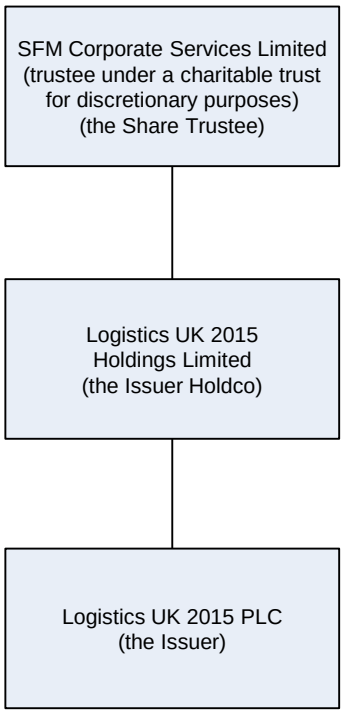
None of the entities depicted on this diagram have any obligations under the Notes and the Class X Certificates.

Prospective Noteholders should review the detailed information set out elsewhere in this Prospectus for a description of the transaction structure and relevant cashflows prior to making any investment decision.

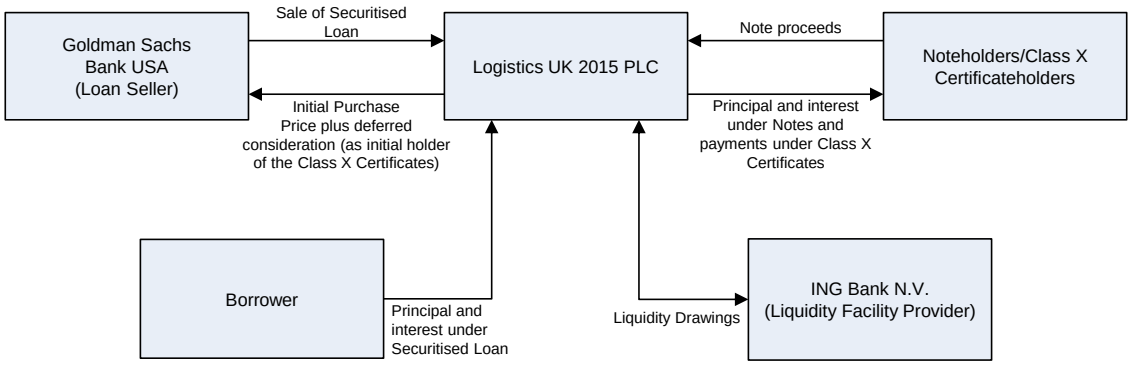


*Logicor Europe Holdings S.à r.l has a number of subsidiaries not shown on this diagram.

Ownership structure of the Issuer



Cashflow



——————————— Indicates payment flows

TRANSACTION OVERVIEW INFORMATION

The following information is a summary of the transactions and assets underlying the Notes and the Class X Certificates and is qualified in its entirety by reference to the more detailed information presented elsewhere in this Prospectus and in the Issuer Transaction Documents.

A Transaction parties on the Closing Date

Party	Name	Address	Document under which appointed/further information
Issuer	Logistics UK 2015 PLC	35 Great St. Helen's London EC3A 6AP United Kingdom	N/A. See "*The Issuer*" for further information.
Issuer Holdco	Logistics UK 2015 Holdings Limited	35 Great St. Helen's London EC3A 6AP United Kingdom	N/A. See "*Issuer Holdco*" for further information.
Loan Seller	Goldman Sachs Bank USA	200 West Street New York, New York 10282 United States of America	N/A. See "*The Loan Seller*" for further information.
Sole Arranger and Sole Bookrunner	Goldman Sachs International	Peterborough Court 133 Fleet Street London EC4A 2BB United Kingdom	N/A
Lead Manager	Goldman Sachs International	Peterborough Court 133 Fleet Street London EC4A 2BB United Kingdom	N/A
Co-Manager	ING Bank N.V.	Bijlmerplein 888 1102 MG Amsterdam The Netherlands	N/A
Servicer	Wells Fargo Bank, N.A., London Branch	1 Plantation Place 30 Fenchurch Street London EC3M 3BD United Kingdom	The Servicer will act as servicer of the Securitised Loan pursuant to a servicing agreement entered into on or about the Closing Date between, amongst others, the Issuer, the Loan Facility Agent, the Loan Security Agent, the Issuer Security Trustee, the Servicer and the Special Servicer (the **Servicing Agreement**). See "*Servicer and Special Servicer*" and "*Description of the servicing arrangements*" for further information.

Party	Name	Address	Document under which appointed/further information
Special Servicer	Wells Fargo Bank, N.A., London Branch	1 Plantation Place 30 Fenchurch Street London EC3M 3BD United Kingdom	The Special Servicer will act as special servicer of the Securitised Loan pursuant to the Servicing Agreement. See "*Servicer and Special Servicer*" and "*Description of the servicing arrangements*" for further information.
Liquidity Facility Provider	ING Bank N.V.	Bijlmerplein 888 1102 MG Amsterdam The Netherlands	The Liquidity Facility Provider will act as liquidity facility provider in respect of the Notes pursuant to a liquidity facility agreement dated on or about the Closing Date entered into between, amongst others, the Issuer, the Liquidity Facility Provider and the Issuer Security Trustee (the **Liquidity Facility Agreement**). See "*Description of certain Issuer Transaction Documents – The Liquidity Facility Agreement*".
Issuer Account Bank	Elavon Financial Services Limited, UK Branch	125 Old Broad Street London EC2N 1AR United Kingdom	The Issuer Account Bank will be appointed pursuant to an account bank agreement dated on or about the Closing Date entered into between, amongst others, the Issuer, the Issuer Account Bank and the Issuer Security Trustee (the **Issuer Account Bank Agreement**). See "*Description of certain Issuer Transaction Documents – Issuer Account Bank Agreement*" for further information.
Issuer Cash Manager	Elavon Financial Services Limited, UK Branch	125 Old Broad Street London EC2N 1AR United Kingdom	The Issuer Cash Manager will be appointed pursuant to a cash management agreement dated on or about the Closing Date entered into between, amongst others, the Issuer, the Issuer Security Trustee and the Issuer Cash Manager (the **Issuer Cash Management Agreement**). See "*Description of certain Issuer Transaction Documents – The Issuer Cash Management Agreement*" for further information.

Party	Name	Address	Document under which appointed/further information
Agent Bank and Principal Paying Agent	Elavon Financial Services Limited, UK Branch	125 Old Broad Street London EC2N 1AR United Kingdom	The Principal Paying Agent will act as paying agent in respect of the Notes and the Class X Certificates and the Agent Bank will act as agent bank, pursuant to the agency agreement between, amongst others, the Issuer and the Principal Paying Agent (the **Agency Agreement**). See the Conditions and the Class X Conditions for further information.
Note Trustee	U.S. Bank Trustees Limited	125 Old Broad Street London EC2N 1AR United Kingdom	The Note Trustee will act as trustee for the holders of the Notes and the Class X Certificates pursuant to the Note Trust Deed. See "*Description of the Note Trust Deed and the Issuer Deed of Charge*" for further information.
Issuer Security Trustee	U.S. Bank Trustees Limited	125 Old Broad Street London EC2N 1AR United Kingdom	The Issuer Security Trustee will act as security trustee and will hold on trust for itself and the other Issuer Secured Creditors the security granted to it by the Issuer pursuant to the Issuer Deed of Charge. See "*Terms and conditions of the Notes*" and "*Description of the Note Trust Deed and the Issuer Deed of Charge*" for further information.
Issuer Secured Creditors	The Issuer Security Trustee on trust for itself, any appointee appointed by it (including any receiver appointed by it), the Noteholders, the Class X Certificateholders, the Note Trustee (and any appointee appointed by it), the Servicer, the Special Servicer, the Issuer Cash Manager, the Issuer Account Bank, the Agent Bank, the Principal Paying Agent, any Paying Agent, the Registrar, the Corporate Services Provider, the Liquidity Facility Provider and any other persons acceding to the Issuer Deed of Charge as a beneficiary from time		Issuer Deed of Charge. See "*Description of the Note Trust Deed and the Issuer Deed of Charge*" for further information.

Party	Name	Address	Document under which appointed/further information
	to time		
Registrar	Elavon Financial Services Limited	Block E, Cherrywood Business Park Loughlinstown Dublin, Ireland	The Registrar will act as registrar of the Notes and the Class X Certificates pursuant to the Agency Agreement. See "*Terms and conditions of the Notes*" and "*Terms and conditions of the Class X Certificates*" for further information.
Corporate Services Provider	Structured Finance Management Limited	35 Great St. Helen's London EC3A 6AP United Kingdom	The Corporate Services Provider will act as corporate services provider to the Issuer and the Issuer Holdco pursuant to the Corporate Services Agreement. See "*Corporate Services Agreement*" within the section entitled "*The Issuer*" for further information.
Share Trustee	SFM Corporate Services Limited	35 Great St. Helen's London EC3A 6AP United Kingdom	The Share Trustee will hold the issued share capital of the Issuer Holdco as trustee under the terms of a discretionary trust for the benefit of one or more discretionary objects.
Loan Facility Agent	Wells Fargo Bank, N.A., London Branch	1 Plantation Place 30 Fenchurch Street London EC3M 3BD United Kingdom	The Loan Facility Agent was appointed by the Finance Parties pursuant to the Facility Agreement. See "*Description of the Facility Agreement*" for further information.
Loan Security Agent	Wells Fargo Bank, N.A., London Branch	1 Plantation Place 30 Fenchurch Street London EC3M 3BD United Kingdom	Pursuant to the Facility Agreement, the Loan Security Agent acts as security trustee for the Finance Parties in respect of the security granted by the Obligors in favour of the Loan Security Agent. See "*Loan Security*" for further information.
Borrowers	*Luxembourg Borrowers*		Each of the borrowers has entered into the Facility Agreement as a borrower.
	Rhombus One S.à r.l., Rhombus Two S.à r.l., Rhombus Four S.à r.l., Rhombus Five S.à r.l.,	2-4 rue Eugene Ruppert, L-2453 Luxembourg	See "*Description of the Facility Agreement*" and "*The Borrowers and the Guarantors*" for further information.

Party	Name	Address	Document under which appointed/further information
	Rhombus Six S.à r.l., Rhombus Seven S.à r.l., Rhombus Eight S.à r.l., Rhombus Nine S.à r.l., Rhombus Ten S.à r.l., Rhombus Eleven S.à r.l., Rhombus Twelve S.à r.l., Rhombus Thirteen S.à r.l., Rhombus Fourteen S.à r.l., Diamond One S.à r.l., Diamond Two S.à r.l., Diamond Three S.à r.l., Diamond Four S.à r.l., Diamond Six S.à r.l., Diamond Seven S.à r.l., Diamond Eight S.à r.l., Diamond Nine S.à r.l., Diamond Ten S.à r.l., Teal New Brackmills S.à r.l., Teal New Darlaston S.à r.l., Teal New Hams Hall S.à r.l., Teal New Houghton Main S.à r.l., Teal New Huntingdon S.à r.l., Teal New Corby S.à r.l., Teal New Kingston Park S.à r.l., Teal Voltaic S.à r.l., Teal New Rugeley S.à r.l., Teal New Doncaster S.à r.l., Teal New Glasshoughton S.à r.l.		
	English Borrower		
	Rhombus No.3 Limited	36 Carnaby Street 3rd Floor London W1F 7DR United Kingdom	
Guarantors	*Luxembourg Guarantors*		Each of the guarantors has entered into the Facility Agreement as a guarantor.

Party	Name	Address	Document under which appointed/further information
	UK Logistics Pledgeco I S.à r.l. (the **Company**), UK Logistics Holdco I S.à r.l., Rhombus Bidco S.à r.l., Rhombus One S.à r.l., Rhombus Two S.à r.l., Rhombus Three S.à r.l., Rhombus Four S.à r.l., Rhombus Five S.à r.l., Rhombus Six S.à r.l., Rhombus Seven S.à r.l., Rhombus Eight S.à r.l., Rhombus Nine S.à r.l., Rhombus Ten S.à r.l., Rhombus Eleven S.à r.l., Rhombus Twelve S.à r.l., Rhombus Thirteen S.à r.l., Rhombus Fourteen S.à r.l., Diamond BidCo S.à r.l., Diamond One S.à r.l., Diamond Two S.à r.l., Diamond Three S.à r.l., Diamond Four S.à r.l., Diamond Six S.à r.l., Diamond Seven S.à r.l., Diamond Eight S.à r.l., Diamond Nine S.à r.l., Diamond Ten S.à r.l., New Teal BidCo S.à r.l., Teal New Brackmills S.à r.l., Teal New Darlaston S.à r.l., Teal New Hams Hall S.à r.l., Teal New Houghton Main S.à r.l., Teal New Huntingdon S.à r.l., Teal New Corby S.à r.l., Teal New Glasshoughton S.à r.l., Teal New Rugeley S.à r.l., Teal New Doncaster S.à r.l., Teal New Kingston Park S.à r.l., Teal Brackmills S.à r.l., Teal Darlaston S.à r.l., Teal Hams Hall S.à r.l., Teal Houghton Main S.à r.l., Teal Huntingdon S.à r.l., Teal Corby S.à r.l., Teal Doncaster S.à r.l., Teal Rugeley S.à r.l., Teal Voltaic S.à r.l., Teal Glasshoughton S.à r.l.	2-4 rue Eugene Ruppert, L-2453 Luxembourg	See "*Description of the Facility Agreement*" for further information and a description of the limitations of the guarantees given by the Guarantors and "*The Borrowers and the Guarantors*" for further information.

Party	Name	Address	Document under which appointed/further information
	English Guarantors		
	Rhombus No.3 Limited, Teal Wakefield No.1 Limited, Teal Wakefield No.2 Limited, Teal Corby Limited, Teal Kingston Park Limited, Hardwick (Doncaster) Property Company Limited, Rugeley G Park Limited, Dagenham Limited	36 Carnaby Street 3rd Floor London W1F 7DR United Kingdom	
	Jersey Guarantors		
	Pavilion Property Trustees Limited as joint trustee of the Lymedale Park Unit Trust, Pavilion Trustees Limited as joint trustee of the Lymedale Park Unit Trust	47 Esplanade St Helier Jersey JE1 0BD United Kingdom	
	Guernsey Guarantors		
	Rhombus No.1 Limited, Rhombus No.2 Limited, Rhombus No.4 Limited	P.O. Box 25 Regency Court Glategny Esplanade St Peter Port Guernsey GY1 3A United Kingdom	

Other parties relevant for the Notes:

Party	Name	Address
Listing Agent	Arthur Cox Listing Services Limited	Earlsfort Centre Earlsfort, Terrace Dublin 2, Ireland
Irish Stock Exchange	The Irish Stock Exchange Plc	28 Anglesea Street Dublin 2, Ireland
Clearing Systems	Clearstream, Luxembourg	42 Avenue J.F. Kennedy L-1855 Luxembourg
	Euroclear Bank S.A./N.V.	1 Boulevard du Roi Albert II B-1210 Brussels Belgium
Common Depositary	Elavon Financial Services Limited	Block E, Cherrywood Business Park Loughlinstown Dublin, Ireland
Rating Agencies	Fitch	30 North Colonnade, Canary Wharf

Party	Name	Address
		London, E14 5GN United Kingdom
	Moody's	One Canada Square, Canary Wharf London E14 5FA United Kingdom

B Issuance of the Notes and the Class X Certificates and use of proceeds

On the Closing Date, the Issuer will issue the Notes, subject to satisfaction of the conditions precedent set out in the Subscription Agreement. On the Closing Date, the Issuer will also issue the Class X Certificates.

The proceeds of the issuance of the Notes will be used by the Issuer, on the Closing Date, to acquire from the Loan Seller, pursuant to the terms of the Loan Sale Agreement, a 95 per cent. interest in the Whole Loan (the **Securitised Loan**). The Securitised Loan benefits from the various security interests granted in respect of the Whole Loan. Pursuant to the Loan Sale Agreement, the Issuer will pay to the Loan Seller, as partial consideration for the Securitised Loan, an amount of £642,061,870. In addition, the Issuer will issue the Class X Certificates to the Loan Seller, as partial consideration for the sale by the Loan Seller of the Securitised Loan.

The Issuer will use receipts of principal and interest due to it under the Securitised Loan to make payments of, amongst other things, principal and interest due on the Notes and the distributions in respect of the Class X Certificates.

C Summary of the Whole Loan

Please refer to the section entitled "Description of the Facility Agreement" for further detail in respect of the characteristics of the Whole Loan.

On 5 June 2015, the Loan Seller and the Borrowers, amongst others, entered into a £680,000,000 facility agreement (as amended on 11 June 2015, 16 July 2015 and 29 July 2015) (the **Facility Agreement**). On the Utilisation Date, the Whole Loan was advanced under the Facility Agreement by the Loan Seller to the Borrowers and secured over a portfolio of 42 logistics properties in the United Kingdom. The Borrowers used the proceeds of the Whole Loan to refinance existing indebtedness and to pay related refinancing costs related to the Properties. The Loan Seller has undertaken to retain, as original lender, on an ongoing basis, a material net economic interest of not less than 5 per cent. of the Whole Loan in the manner contemplated by Article 405 of the Capital Requirements Regulation (being the **Retained Loan**). The Securitised Loan represents 95 per cent. of the loan made by the Loan Seller under the Facility Agreement (the Securitised Loan and the Retained Loan, together being the **Whole Loan**). The Whole Loan comprises the entire loan made by the Loan Seller under the Facility Agreement.

Pursuant to the Facility Agreement, each Guarantor jointly and severally, among other things, guarantees to each Finance Party (which will include the Issuer, as to the Securitised Loan) punctual performance by each Obligor of all of its obligations under the Finance Documents. Certain of these guarantees are limited in nature (refer to the section entitled "*Description of the Facility Agreement*" for further details).

The following is a summary of certain features of the Whole Loan, including the portion of the Whole Loan comprising the Securitised Loan. Investors should refer to, and carefully consider, the further details in respect of the Securitised Loan and the Whole Loan set out in the section entitled "*Description of the Facility Agreement*" and the Facility Agreement.

THE WHOLE LOAN

Initial principal amount of the Whole Loan:	£680,000,000
Initial principal amount of the Securitised Loan:	An amount equal to 95 per cent. of the initial principal amount of the Whole Loan (being, as at the Utilisation Date, £646,000,000). The Securitised Loan is the Facility A Loan under the Facility Agreement.
Initial principal amount of the Retained Loan:	An amount equal to 5 per cent. of the initial principal amount of the Whole Loan (being, as at the Utilisation Date, £34,000,000). The Retained Loan is the Facility B Loan under the Facility Agreement.
Principal amount of the Securitised Loan as at Closing Date:	£646,000,000
Obligors:	The Borrowers and the Guarantors.
Whole Loan purpose:	The Whole Loan was provided for (a) refinancing indebtedness of the Obligors (including, without limitation, accrued interest, hedge termination costs, break costs, prepayment fees and any other fees, costs and expenses relating to the same) and (b) financing or refinancing the fees, costs and other expenses incurred directly or indirectly in connection with the Finance Documents.
Utilisation Date:	12 June 2015
Loan Payment Dates:	Two Business Days before a Loan Interest Period Date in each year and the Final Loan Repayment Date (but in any event, not before the 15th of the relevant month). The first Loan Payment Date shall be 18 August 2015. If, however, any such day is not a Business Day, payment will be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

Final Loan Repayment Date:	16 August 2018 (the **Initial Loan Repayment Date**) or, if the First Loan Extension Option is exercised, 16 August 2019 or, if the Second Loan Extension Option is exercised, 18 August 2020, to the extent not repaid or prepaid prior to such date (each a **Loan Repayment Date**).
Interest:	Loan LIBOR plus a margin of 2.20 per cent. per annum. (which margin may be adjusted during the term of the Whole Loan (as to which, see the section entitled "*Description of the Facility Agreement*" for details)).
Loan Interest Period Dates:	20 February, 20 May, 20 August, 20 November, in each year (or if any such day is not a Business Day, then on the next Business Day in the relevant calendar month (if there is one) or the preceding Business Day (if there is not)). The first Loan Interest Period Date will be 20 August 2015.
Loan Interest Periods:	Interest shall be calculated and payable on the Whole Loan by reference to Loan Interest Periods. The first Loan Interest Period relating to the Whole Loan started on 14 June 2015 (2 days after the Utilisation Date) and will end on (but exclude) the Loan Interest Period Date which falls on 20 August 2015. Each successive Loan Interest Period starts on (and includes) the next Loan Interest Period Date and ends on (but excludes) the next Loan Interest Period Date.
Borrowers' jurisdictions:	England and Wales and Luxembourg.
Guarantors' jurisdictions:	England and Wales, Luxembourg, Guernsey and Jersey.
Loan Security:	The English Security Agreements, the Luxembourg Security Agreements, the Guernsey Security Agreements, the Jersey Security Agreements and the Scottish Security Agreements. Pursuant to the Facility Agreement, the Loan Security is held on trust by the Loan Security Agent on behalf of the Finance Parties (which, as of the Closing Date, will include the Issuer as to the Securitised Loan).
Key Financial Covenants:	LTV Ratio and Projected ICR.
Projected ICR:	On each Loan Payment Date, each Obligor must ensure that the Projected ICR is not less than 1.10:1.
LTV ratio:	On each LTV Ratio Test Date, each Obligor must ensure that the LTV Ratio is not greater than 86.50 per cent.
Cash Trap Event:	A **Cash Trap Event** occurs if: (a) on any LTV Ratio Test Date, that the LTV Ratio is greater than 81.50 per cent.; and/or (b) on any Loan Payment Date, that the Projected ICR is less than 1.20:1; and/or (c) on any Loan Payment Date, there was an Audit Qualification in respect of the most recent annual financial statements of any member of the Borrower Group and such Audit Qualification has not been withdrawn by the relevant Auditors.
Prepayment:	Mandatory in certain circumstances, including, among others, illegality, disposal of a Property, receipt of expropriation proceeds or insurance proceeds (not applied in reinstatement) in relation to a Property and, upon request by the Majority Lenders, if the aggregate outstanding principal

	amount of the Whole Loan is less than or equal to £275,000,000 or there is a change of control of members of the Obligors in certain circumstances. See the section entitled "*Prepayments*" in the section entitled "*Description of the Facility Agreement*" for further details.
Prepayment fee:	In relation to certain prepayments (as further described in the section entitled "*Description of the Facility Agreement*"), the Borrower has to pay a prepayment fee in an amount equal to 100 per cent. of the amount of interest (excluding LIBOR) which would, had no prepayment taken place, have accrued on the amount of the Whole Loan so prepaid from the Loan Interest Period Date following the date of such prepayment until (but excluding) the Loan Interest Period Date falling in May 2016, provided that no prepayment fee will be payable in respect of an Excluded Prepayment. Such prepayment fee is only payable until May 2016. See the section entitled "*Prepayments*" in the section entitled "*Description of the Facility Agreement*" for further details.
Governing law:	English (certain of the Loan Security Documents are governed by English, Luxembourg, Jersey, Guernsey and Scots law).
Hedging:	An interest rate cap has been entered into by the Company with U.S. Bank National Association on 30 June 2015. The Company proposes to enter into back-to-back interest rate cap arrangements with the Borrowers to pass on the benefit of the interest rule cap with U.S. Bank National Association.

See section entitled "*Description of the Facility Agreement*" for further information regarding the financial ratios referred to in the table above.

Cashflow under the Whole Loan

The tenants under leases of the Properties make periodic rental payments in respect of the Properties. Rental income from the properties is initially paid into collection accounts (maintained by the Property Manager for the benefit of the relevant Borrower). Net rental income is then, promptly after rent has been paid to a collection account, transferred from the relevant collection account into a rental income account.

Following the acquisition of the Securitised Loan by the Issuer, on each Loan Payment Date, the Loan Security Agent will transfer (to the extent funds are available for such purpose) all amounts then due to the Issuer (as lender under the Securitised Loan) under the Facility Agreement from the relevant Obligor Account directly or indirectly, as the case may be, to the Issuer Transaction Account.

Appendix 2 (*Properties*) lists all of the Properties that secured the Whole Loan on the date of its origination and to which the Valuations relate.

Payments of principal under the Securitised Loan

Prepayment/repayment of principal under the Securitised Loan due to the Issuer will be allocated mainly towards redemption of the Notes and will be applied in accordance with the relevant Issuer Priority of Payments (see the section entitled "*Description of the servicing arrangements*" and "*Cashflow and Issuer Priority of Payments*" for further details).

Servicing of the Securitised Loan

The Issuer will appoint the Servicer to service and administer the Securitised Loan until the occurrence of a Special Servicing Transfer Event. Following the occurrence (if any) of a Special Servicing Transfer Event, the Issuer will appoint the Special Servicer as special servicer of the Securitised Loan. Following the occurrence of a Special Servicing Transfer Event, the Servicer's duties will continue with respect to certain administrative functions.

Pursuant to the Servicing Agreement, the Servicer and the Special Servicer will exercise all rights, powers and discretions of the Issuer with respect to the Securitised Loan in accordance with the Servicing Standard and subject to the provisions relating to the appointment of an Operating Advisor. The Servicer will also be required

to prepare and provide the Servicer Quarterly Report containing information with respect to the Securitised Loan, and make the same available to the Issuer Cash Manager, who will make the same publicly available at: www.usbank.com/abs (under the "Investor Reporting" tab).

The Servicer and the Special Servicer may, in certain circumstances, without the consent of any other person, subcontract or delegate the performance of all or any of their respective obligations under the Servicing Agreement. Notwithstanding any such subcontracting or delegation, the Servicer or the Special Servicer, as applicable, will not be released from any liability under the Servicing Agreement in respect of the performance of its obligations.

The appointment of the Servicer or the Special Servicer can be terminated (without limitation):

(a) by the Issuer upon the occurrence of a Servicing Termination Event;

(b) pursuant to a direction by the Noteholders (acting by Extraordinary Resolution of each Class (in respect of which no Control Valuation Event has occurred)); or

(c) by the resignation of the Servicer or the Special Servicer by giving at least three months' written notice.

No termination of the appointment of, or resignation from the appointment by, the Servicer or Special Servicer will be effective until (among other conditions) a replacement servicer or special servicer, as the case may be, has been appointed under the terms of a servicing agreement on substantially similar terms to the Servicing Agreement (save as to remuneration).

See the section entitled "*Description of the servicing arrangements*" for further information.

Hedging

The Company has entered into an Initial Interest Rate Cap Transaction with the Initial Cap Provider in relation to the Whole Loan pursuant to the terms of the Loan Hedging Agreement. The Initial Interest Rate Cap Transaction satisfies the requirement that the hedging transactions must have an aggregate notional amount at least equal to 95 per cent. of the outstanding principal amount of the Whole Loan (which means that up to five per cent. of the Whole Loan may be unhedged at any time).

The termination date of the Initial Interest Rate Cap Transaction is 20 August 2018. In order for the Loan Repayment Date to be extended pursuant to the First Loan Extension Option or the Second Loan Extension Option, further hedging arrangements must be put in place for the relevant extension period for an aggregate notional amount of not less than 95 per cent. of the outstanding principal amount of the Whole Loan at such time.

The Company proposes to enter into back-to-back interest rate cap arrangements with the Borrowers to pass on the benefit of the interest rate cap.

See the section entitled "*Description of the Loan Hedging Agreement*" for further details.

Whole Loan security

The obligations of the Obligors under the Finance Documents are secured in favour of the Loan Security Agent pursuant to the Loan Security Documents as follows:

(a) *English law security*

Each Obligor has entered into the English law security agreement creating security over all of its assets (not charged under another Loan Security Document) including English property, shares in English companies, English bank accounts and the hedging transactions.

(b) *Luxembourg law security*

Each Obligor has entered into a receivables pledge in respect of any receivables it has against any other Obligor, each of its Luxembourg accounts and shares it holds in any Luxembourg Obligor.

(c) *Jersey law security*

Each Borrower that owns units in the JPUT has entered into a security interest agreement in relation to those units and any subordinated debt owed to them by Pavilion Trustees Limited and Pavilion Property Trustees Limited as joint trustees of the JPUT (the **Trustees**). The Trustees of the JPUT have entered into a general security interest agreement in respect of all Jersey-sites intangible moveable assets of the JPUT.

(d) *Guernsey law security*

Each Obligor that owns shares in the Obligors incorporated under the laws of Guernsey has entered into a Guernsey law security interest agreement in relation to those shares.

(e) *Scots law security*

The Obligor with an interest in the Property located in Scotland has granted a standard security over that Property, an assignation of rental income due to it in respect of the leases of that Property and a Scots law bond and floating charge over all of its present and future assets located in Scotland or otherwise governed by Scots law.

D Loan Sale Agreement

Please refer to the sections entitled "Description of certain Issuer Transaction Documents – The Loan Sale Agreement" for further detail in respect of the terms of the sale arrangements in respect of the Securitised Loan.

Loan Sale Agreement

Pursuant to the terms of a Loan Sale Agreement dated on or about the Closing Date (the **Loan Sale Agreement**) between, among others, the Issuer, the Issuer Security Trustee and the Loan Seller, the Loan Seller will sell to the Issuer the Securitised Loan and all right, title and interest of the Loan Seller (as Lender) in respect thereof (including as to security) under the Finance Documents (the **Securitised Assets**).

Consequently, as and from the Closing Date, the Issuer will be a Lender under the Facility Agreement.

Representations and Warranties

Pursuant to the terms of the Loan Sale Agreement, the Loan Seller will give certain representations, warranties and indemnities in favour of the Issuer in relation to, *inter alia*, the Securitised Loan.

Consideration

The initial purchase consideration payable on the Closing Date by the Issuer to the Loan Seller pursuant to the Loan Sale Agreement will be £642,061,870 (the **Initial Purchase Price**) (being an amount equal to the principal balance of the Securitised Loan as at the Closing Date). Payment of the Initial Purchase Price will be funded by the issuance of the Notes.

In addition to such cash consideration, the Issuer will, on the Closing Date, issue the Class X Certificates to the Loan Seller. Such certificates represent the Loan Seller's right, as initial holder of such certificates, to receive Class X Distribution Amounts and any Class X Prepayment Fee Amount payable on each Note Payment Date.

On each Note Payment Date, the Issuer will pay to the Loan Seller or its assignee (pursuant to the Class X Certificates), to the extent that the Issuer has funds, an amount by way of deferred consideration for the purchase of the Securitised Loan. The deferred consideration will be paid in accordance with the applicable Issuer Priorities of Payments and will be an amount equal to the aggregate of the Class X Distribution Amounts and the Class X Prepayment Fee Amounts.

See for further details "*Description of certain Issuer Transaction Documents – The Loan Sale Agreement*".

Remedy for Material Breach of Loan Warranty

The Loan Seller shall be obliged to indemnify the Issuer in respect of a Material Breach of Loan Warranty which has not been remedied within 60 days of notice thereof (or such longer period not exceeding 90 days to which the Issuer Security Trustee may agree).

If the Issuer makes a demand to be indemnified as a result of a Material Breach of Loan Warranty which is not capable of remedy, then the Loan Seller shall, as an alternative to the Loan Seller being required to indemnify the Issuer, have the option to repurchase the Securitised Assets in accordance with the provisions of the Loan Sale Agreement. Under the Loan Sale Agreement, the Issuer acknowledges that the Loan Seller has no obligation to repurchase the Securitised Assets in any circumstances.

Where the Loan Seller exercises its repurchase option as set out above, it shall be obliged to repurchase 100 per cent. of the principal balance of the Securitised Loan then outstanding plus any accrued but unpaid interest thereon and any other accrued but unpaid amounts relating to the Securitised Assets.

See for further details "*Description of certain Issuer Transaction Documents – The Loan Sale Agreement*".

E Key provisions of the Notes

Please refer to section entitled "Terms and conditions of the Notes" for further detail in respect of the terms of the Notes. Please refer to the section entitled "Terms and conditions of the Class X Certificates" for further detail in respect of the terms of the Class X Certificates.

Capital structure of the Notes

	Class A	Class X1 Certificate	Class X2 Certificate	Class B	Class C	Class D	Class E	Class F
Currency	£	£	£	£	£	£	£	£
Initial principal amount (£)	312,550,000	N/A	N/A	67,450,000	67,450,000	60,800,000	76,000,000	61,750,000
Liquidity support	Liquidity Facility available to cover Interest Shortfall	N/A	N/A	Liquidity Facility available to cover Interest Shortfall	Liquidity Facility available to cover Interest Shortfall	Liquidity Facility available to cover Interest Shortfall	20 per cent. of the Liquidity Facility is available to cover Interest Shortfall in respect of the Class E Notes and the Class F Notes (if the Class E Notes are the Most Senior Class of Notes, the entire Liquidity Facility is available to cover Interest Shortfall on the Class E Notes (subject to 20 per cent. of the Liquidity Facility being available to cover Interest Shortfalls in respect of the Class F Notes))	20 per cent. of the Liquidity Facility is available to cover Interest Shortfall in respect of the Class E Notes and the Class F Notes (if the Class F Notes are the Most Senior Class of Notes, the entire Liquidity Facility is available to cover Interest Shortfall on the Class F Notes)
Issue Price	100 per cent.	N/A	N/A	100 per cent.	100 per cent.	99.54 per cent.	98.42 per cent.	96.02 per cent.
Note interest reference rate	Note LIBOR (1st Note Interest Period - interpolated rate based on one-week and two-week deposits in sterling substituted for 3-month LIBOR), commencing	N/A	N/A	Note LIBOR (1st Note Interest Period - interpolated rate based on one-week and two-week deposits in sterling substituted for 3-month LIBOR), commencing on the first Note	Note LIBOR (1st Note Interest Period - interpolated rate based on one-week and two-week deposits in sterling substituted for 3-month LIBOR),	Note LIBOR (1st Note Interest Period - interpolated rate based on one-week and two-week deposits in sterling substituted for 3-month LIBOR),	Note LIBOR (1st Note Interest Period - interpolated rate based on one-week and two-week deposits in sterling substituted for 3-month	Note LIBOR (1st Note Interest Period - interpolated rate based on one-week and two-week deposits in sterling substituted for 3-month LIBOR), commencing on the first

	on the first Note Payment Date			Payment Date	commencing on the first Note Payment Date	commencing on the first Note Payment Date	LIBOR), commencing on the first Note Payment Date	Note Payment Date
Relevant Margin (per annum)	1.25 per cent.	N/A	N/A	1.90 per cent.	2.50 per cent.	3.00 per cent.	3.40 per cent.	3.60 per cent.
Note Excess Amount (from (and including) the Expected Note Maturity Date)	Excess of 3-month LIBOR over 5 per cent., if any	N/A	N/A	Excess of 3-month LIBOR over 5 per cent., if any	Excess of 3-month LIBOR over 5 per cent., if any	Excess of 3-month LIBOR over 5 per cent., if any	Excess of 3-month LIBOR over 5 per cent., if any	Excess of 3-month LIBOR over 5 per cent., if any
Interest accrual method	Actual/365	N/A	N/A	Actual/365	Actual/365	Actual/365	Actual/365	Actual/365
Note Interest Determination Date	The Note Payment Date on which the Note Interest Period commences, or, in the case of the first Note Interest Period, the Closing Date	N/A	N/A	The Note Payment Date on which the Note Interest Period commences, or, in the case of the first Note Interest Period, the Closing Date	The Note Payment Date on which the Note Interest Period commences, or, in the case of the first Note Interest Period, the Closing Date	The Note Payment Date on which the Note Interest Period commences, or, in the case of the first Note Interest Period, the Closing Date	The Note Payment Date on which the Note Interest Period commences, or, in the case of the first Note Interest Period, the Closing Date	The Note Payment Date on which the Note Interest Period commences, or, in the case of the first Note Interest Period, the Closing Date
Note Payment Dates	20 February, 20 May, 20 August, 20 November	N/A	N/A	20 February, 20 May, 20 August, 20 November	20 February, 20 May, 20 August, 20 November	20 February, 20 May, 20 August, 20 November	20 February, 20 May, 20 August, 20 November	20 February, 20 May, 20 August, 20 November
Business Day convention	Modified following	N/A	N/A	Modified following	Modified following	Modified following	Modified following	Modified following
First Note Payment Date	20 August 2015	20 August 2015	20 August 2015	20 August 2015	20 August 2015	20 August 2015	20 August 2015	20 August 2015
First Note Interest Period	Closing Date to (but excluding) first Note Payment Date	N/A	N/A	Closing Date to (but excluding) first Note Payment Date	Closing Date to (but excluding) first Note Payment Date	Closing Date to (but excluding) first Note Payment Date	Closing Date to (but excluding) first Note Payment Date	Closing Date to (but excluding) first Note Payment Date
Initial Expected Note Maturity Date	20 August 2018	N/A	N/A	20 August 2018	20 August 2018	20 August 2018	20 August 2018	20 August 2018
First Extended Expected Note Maturity Date	20 August 2019	N/A	N/A	20 August 2019	20 August 2019	20 August 2019	20 August 2019	20 August 2019
Second Extended Expected Note Maturity Date	20 August 2020	N/A	N/A	20 August 2020	20 August 2020	20 August 2020	20 August 2020	20 August 2020
Expected Note Maturity Date	Initial Expected Note Maturity Date (if no Loan Extension Options are			Initial Expected Note Maturity Date (if no Loan Extension Options are exercised), First Extended	Initial Expected Note Maturity Date (if no Loan Extension	Initial Expected Note Maturity Date (if no Loan Extension	Initial Expected Note Maturity Date (if no Loan Extension	Initial Expected Note Maturity Date (if no Loan Extension Options are exercised),

	exercised), First Extended Expected Note Maturity Date (if only the First Loan Extension Option is exercised) or Second Extended Expected Note Maturity Date (if the First Loan Extension Option and the Second Loan Extension Option are both exercised)			Expected Note Maturity Date (if only the First Loan Extension Option is exercised) or Second Extended Expected Note Maturity Date (if the First Loan Extension Option and the Second Loan Extension Option are both exercised)	Options are exercised), First Extended Expected Note Maturity Date (if only the First Loan Extension Option is exercised) or Second Extended Expected Note Maturity Date (if the First Loan Extension Option and the Second Loan Extension Option are both exercised)	Options are exercised), First Extended Expected Note Maturity Date (if only the First Loan Extension Option is exercised) or Second Extended Expected Note Maturity Date (if the First Loan Extension Option and the Second Loan Extension Option are both exercised)	Options are exercised), First Extended Expected Note Maturity Date (if only the First Loan Extension Option is exercised) or Second Extended Expected Note Maturity Date (if the First Loan Extension Option and the Second Loan Extension Option are both exercised)	First Extended Expected Note Maturity Date (if only the First Loan Extension Option is exercised) or Second Extended Expected Note Maturity Date (if the First Loan Extension Option and the Second Loan Extension Option are both exercised)
Final Note Maturity Date	20 August 2025	N/A	N/A	20 August 2025	20 August 2025	20 August 2025	20 August 2025	20 August 2025
Form of the Notes	Global Notes	N/A	N/A	Global Notes	Global Notes	Global Notes	Global Notes	Global Notes
Application for listing	Irish Stock Exchange	N/A	N/A	Irish Stock Exchange	Irish Stock Exchange	Irish Stock Exchange	Irish Stock Exchange	Irish Stock Exchange
Rule 144A: ISIN	XS1255425222	N/A	N/A	XS1255425578	XS1255425818	XS1255426030	XS1255426386	XS1259064787
Rule 144A: Common Code	125542522	N/A	N/A	125542557	125542581	125542603	125542638	125906478
Regulation S: ISIN	XS1255426543	N/A	N/A	XS1255427194	XS1255427350	XS1255427608	XS1255428754	XS1259063037
Regulation S: Common Code	125542654	N/A	N/A	125542719	125542735	125542760	125542875	125906303
Class X Certificates: ISIN	N/A	XS1267933676	XS1267935457	N/A	N/A	N/A	N/A	N/A
Class X Certificates: Common Code	N/A	126793367	126793545	N/A	N/A	N/A	N/A	N/A
Clearance/ settlement	Euroclear and Clearstream, Luxembourg	Euroclear and Clearstream, Luxembourg	Euroclear and Clearstream, Luxembourg	Euroclear and Clearstream, Luxembourg	Euroclear and Clearstream, Luxembourg	Euroclear and Clearstream, Luxembourg	Euroclear and Clearstream, Luxembourg	Euroclear and Clearstream, Luxembourg
Minimum Denomination	£100,000, or integral multiples of £1,000 in excess thereof	N/A	N/A	£100,000, or integral multiples of £1,000 in excess thereof	£100,000, or integral multiples of £1,000 in excess thereof	£100,000, or integral multiples of £1,000 in excess thereof	£100,000, or integral multiples of £1,000 in excess thereof	£100,000, or integral multiples of £1,000 in excess thereof
Commission	nil	N/A	N/A	nil	nil	nil	nil	nil

Principal features of the Notes and the Class X Certificates

Notes and Class X Certificates

The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes will be issued by the Issuer on the Closing Date.

The Class X1 Certificate and the Class X2 Certificate will be issued by the Issuer on the Closing Date.

The Class X Certificates are issued by the Issuer to the Loan Seller as partial consideration for the sale by the Loan Seller of the Securitised Loan to the Issuer and are not debt securities of the Issuer and, accordingly, have no principal amount or maturity date and do not receive interest but represent an entitlement to Class X Distribution Amounts and Class X Prepayment Fee Amounts.

Issue Price

The Notes will be issued at the issue price of, in respect of:

(a) the Class A Notes, 100 per cent.;

(b) the Class B Notes, 100 per cent.;

(c) the Class C Notes, 100 per cent.;

(d) the Class D Notes, 99.54 per cent.;

(e) the Class E Notes, 98.42 per cent.; and

(f) the Class F Notes, 96.02 per cent.,

of their principal amount upon issue.

Interest on the Notes

The:

(a) Class A Notes will bear interest on their Principal Amount Outstanding from (and including) the Closing Date at a rate equal to Note LIBOR (or, in the case of the first Note Interest Period, an interpolated interest rate based on one-week and two-week deposits in sterling will be substituted for three-month LIBOR) plus a margin of 1.25 per cent. per annum;

(b) Class B Notes will bear interest on their Principal Amount Outstanding from (and including) the Closing Date at a rate equal to Note LIBOR (or, in the case of the first Note Interest Period, an interpolated interest rate based on one-week and two-week deposits in sterling will be substituted for three-month LIBOR) plus a margin of 1.90 per cent. per annum;

(c) Class C Notes will bear interest on their Principal Amount Outstanding from (and including) the Closing Date at a rate equal to Note LIBOR (or, in the case of the first Note Interest Period, an interpolated interest rate based on one-week and two-week deposits in sterling will be substituted for three-month LIBOR) plus a margin of 2.50 per cent. per annum;

(d) Class D Notes will bear interest on their Principal Amount Outstanding from (and including) the Closing Date at a rate equal to Note LIBOR (or, in the case of the first Note Interest Period, an interpolated interest rate based on one-week and two-week deposits in sterling will be substituted for three-month LIBOR) plus a margin of 3.00 per cent. per annum;

(e) Class E Notes will bear interest on their Principal Amount Outstanding from (and including) the Closing Date at a rate equal to Note LIBOR (or, in the case of the first Note Interest Period, an interpolated interest rate based on one-week and two-week deposits in sterling will be substituted for three-month LIBOR) plus a margin of 3.40 per cent. per annum; and

(f) Class F Notes will bear interest on their Principal Amount Outstanding from (and including) the Closing Date at a rate equal to Note LIBOR (or, in the case of the first Note Interest Period, an interpolated interest rate based on one-week and two-week deposits in sterling will be substituted for three-month LIBOR) plus a margin of 3.60 per cent. per annum.

Note LIBOR

Note LIBOR means:

(a) for each Note Interest Period commencing with the first Note Interest Period commencing on (and including) the Closing Date to (and including) the Note Interest Period ending on (but excluding) the Note Payment Date occurring on the Expected Note Maturity Date, LIBOR; and

(b) for each Note Interest Period commencing with the Note Interest Period commencing on (and including) the Note Payment Date occurring on the Expected Note Maturity Date, the lower of LIBOR and 5 per cent. per annum.

LIBOR in respect of the first Note Interest Period will be the linear interpolation of one-week and two-week sterling deposits (as set out in more detail in Condition 6.4 (*Rate of Interest*)).

LIBOR means the interest rate for three-month sterling deposits in the London inter-bank market which appears on the Reuters screen page LIBOR01 or LIBOR02 (or as otherwise determined by the Agent Bank in accordance with Condition 6.4 (*Rate of Interest*)).

In accordance with Condition 6.4(e) (*Rate of Interest*), LIBOR shall not be below zero.

Any deferral in payment of the Note Excess Amount corresponding to any reduction in the interest payable as a result of LIBOR exceeding 5 per cent per annum will be borne by each Class of Notes in reverse sequential order, commencing with the Class F Notes.

Interest in respect of the Notes will accrue on a daily basis and is payable in arrears in sterling on each Note Payment Date in accordance with the relevant Issuer Priority of Payments. The first payment of interest in respect of the Notes will be due on the Note Payment Date falling on 20 August 2015 in respect of the period from (and including) the Closing Date to (but excluding) such date.

Note Excess Amount

For each Note Interest Period commencing on the Note Payment Date occurring on (and including) the Expected Note Maturity Date, payments in respect of the Notes (if any) that represent a Note Excess Amount will be subordinated to *inter alia* payment of interest and principal on the Notes in accordance with the relevant Issuer Priority of Payments.

Note Excess Amount means, in respect of any Note Interest Period commencing with the Note Interest Period commencing on (and including) the Note Payment Date occurring on the Expected Note Maturity Date in respect of which LIBOR exceeds 5 per cent. per annum in respect of each Class of Notes, any amount payable on such Class of Notes calculated in accordance with the following formula:

(A x (B – C)) x D

Where:

A = the Principal Amount Outstanding on the relevant Class of Notes

B = 3 month LIBOR (where LIBOR exceeds 5 per cent. per annum)

C = 5 per cent. per annum

D = the number of days in the relevant Note Interest Period divided by 365

Deferral of interest and Note Excess Amounts

To the extent that, on any Note Payment Date (other than the Final Note Maturity Date), there are insufficient Interest Available Funds and Surplus Principal Funds to pay the full amount of interest due on any Class of Notes (other than any interest on the Most Senior Class of Notes then outstanding) (taking into account the Class D Available Funds Cap, the Class E Available Funds Cap and the Class F Available Funds Cap, as applicable) and/or Note Excess Amount due on any Class of Notes, the amount of the shortfall in interest (the **Deferred Interest**) and/or Note Excess Amount (the **Deferred Note Excess Amount**) will not fall due on that Note Payment Date. Instead, the Issuer (or the Issuer Cash Manager on its behalf) will, in respect of each affected Class of Notes, create a provision in its accounts for the related Deferred Interest and/or Deferred Note Excess Amount on the relevant Note Payment Date.

Such Deferred Interest and/or Deferred Note Excess Amount will not accrue interest and such amounts will be payable on the earlier of:

(a) any succeeding Note Payment Date when any such Deferred Interest and/or Deferred Note Excess Amount shall be paid, but only if and to the extent that, on such Note Payment Date, there are sufficient Interest Available Funds and Surplus Principal Funds to do so, after deducting amounts ranking in priority thereto in accordance with the relevant Issuer Priority of Payments; and

(b) the date on which the relevant Notes are due to be redeemed in full subject to the Conditions.

Most Senior Class means at any time:

(a) the Class A Notes or the Class A Noteholders;

(b) if no Class A Notes are then outstanding, the Class B Notes or the Class B Noteholders (if at that time any Class B Notes are then outstanding);

(c) if no Class A Notes or Class B Notes are then outstanding, the Class C Notes or the Class C Noteholders (if at that time any Class C Notes are then outstanding);

(d) if no Class A Notes, Class B Notes or Class C Notes are then outstanding, the Class D Notes or the Class D Noteholders (if at that time any Class D Notes are then outstanding);

(e) if no Class A Notes, Class B Notes, Class C Notes or Class D Notes are then outstanding, the Class E Notes or the Class E Noteholders (if at that time any Class E Notes are then outstanding); or

(f) if no Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes are then outstanding, the Class F Notes or the Class F Noteholders (if at that time any Class F Notes are then outstanding).

Available funds caps

On any Note Payment Date (prior to the service of a Note Acceleration Notice), interest due and payable on the Class D Notes, the Class E Notes and the Class F Notes is subject to a cap equal to the lesser of:

(a) the Note Interest Payment Amount applicable to that Class of Notes; and

(b) the relevant Adjusted Interest Payment Amount in respect of that Class of Notes,

where such difference is attributable to an increase in the weighted average margin of the Notes.

Amounts of interest that would otherwise be represented by any such difference between the relevant Adjusted Interest Payment Amount and the Note Interest Payment Amount applicable to that Class of Notes shall be extinguished on such Note Payment Date and the affected Class D Noteholders, Class E Noteholders or Class F Noteholders (as

applicable) shall have no claim against the Issuer in respect thereof.

Adjusted Interest Payment Amount means, in respect of any Note Payment Date, an amount equal to the amount by which:

(a) the Interest Available Funds and any Surplus Principal Funds in respect of such Note Payment Date (excluding the amount available for drawing by way of Interest Drawing under the Liquidity Facility Agreement on such Note Payment Date); exceed

(b) the sum of all amounts payable out of Interest Available Funds and Surplus Principal Funds on such Note Payment Date in priority to the payment of interest on the relevant Class of Notes in accordance with the Pre-Acceleration Interest Priority of Payments,

or (if such amount is a negative amount) zero.

Note Interest Payment Amount means, in respect of any Note Payment Date, the amount of interest payable on the relevant Class of Notes at Note LIBOR plus the Relevant Margin for the relevant Class of Notes in respect of the immediately preceding Note Interest Period, calculated in accordance with Condition 6 (*Interest*).

Principal Amount Outstanding

Principal Amount Outstanding means, in respect of a Note on any date:

(a) the principal amount of that Note upon issue, minus;

(b) the aggregate amount of principal repayments or prepayments made in respect of that Note since the Closing Date.

Payments on the Class X Certificates

The details of amounts payable on the Class X Certificates are set out in Class X Condition 6 (*Distributions*).

For each Note Payment Date up to (and including) the Note Payment Date falling in May 2016, the holder of a Class X1 Certificate will be entitled to be paid the Class X Distribution Amount and the Class X Prepayment Fee Amount (if any) in respect of the Note Interest Period ending on (but excluding) such Note Payment Date. For each Note Payment Date following the Note Payment Date falling in May 2016, the holder of the Class X2 Certificate will be entitled to be paid the Class X Distribution Amount in respect of the Note Interest Period ending on (but excluding) such Note Payment Date. There will be no Class X Prepayment Fee Amount payable following the Note Payment Date falling in May 2016 as no Loan Prepayment Fee is payable after May 2016.

Class X Distribution Amount means, in respect of any Note Payment Date occurring prior to the delivery of a Note Acceleration Notice, the Interest Available Funds (excluding Liquidity Drawings and (only prior to the date the Notes are to be redeemed in full in accordance with the Conditions) amounts to be credited to the Default Interest Ledger on the Issuer Transaction Account, but including (on the date that Notes are to be redeemed in full in accordance with the Conditions) all amounts standing to the credit of the Default Interest Ledger and the balance standing to the credit of the Issuer Expenses Account, net of any Final Issuer Expenses) and any Surplus Principal Funds for that Note Payment Date, minus the aggregate of:

(a) the amounts that are payable or to be provided for by the Issuer pursuant to items (a) to (g) (inclusive), (u) and (v) of the Pre-Acceleration Interest Priority of Payments on such Note Payment Date;

(b) the aggregate amount of interest payable on the Notes on such Note Payment Date pursuant to items (h)(i) and (i) to (m) (inclusive) of the Pre-Acceleration Interest Priority of Payments;

(c) (if the relevant Note Payment Date falls on or after the Expected Note Maturity Date) the aggregate amount of principal payable on the Notes on such Note Payment Date pursuant to items (n)(i) to (n)(vi) (inclusive) of the Pre-Acceleration Interest Priority of Payments; and

(d) the Note Excess Amounts (if any) payable on the Notes on such Note Payment Date pursuant to items (o) to (t) (inclusive) of the Pre-Acceleration Interest Priority of Payments,

and, in respect of any other date occurring following the service of a Note Acceleration Notice that monies and receipts received by the Issuer and/or the Issuer Security Trustee or a receiver appointed by it (whether of principal or interest or otherwise) are applied in accordance with the Post-Acceleration Priority of Payments, the amount (if any) available to be applied in accordance with item (r) thereof (after payments of a higher order of priority have been made in full).

Form and denomination

For so long as the Notes are represented by a Global Note, and for so long as Euroclear and Clearstream, Luxembourg so permit, the denomination of the Notes will be £100,000, or integral multiples of £1,000 in excess thereof.

Rule 144A Notes of each Class will each be represented on issue by beneficial interests in one or more Rule 144A Global Notes in fully registered form, without interest coupons or principal receipts, which will be deposited on or about the Closing Date with, and registered in the name of, a nominee of a common depositary for Euroclear and Clearstream, Luxembourg. The Regulation S Notes sold outside the United States in offshore transactions to non-U.S. persons in reliance on Regulation S will each be represented on issue by beneficial interests in one or more Regulation S Global Notes in fully registered form, without interest coupons or principal receipts, which will be deposited on or about the Closing Date with, and registered in the name of a nominee of a common depositary for Euroclear and Clearstream, Luxembourg. Ownership interests in the Global Notes will be shown on, and transfers thereof will only be effected through, records maintained by Euroclear and Clearstream, Luxembourg and their respective participants. In each case, purchasers and transferees of Notes will be deemed and in certain circumstances will be required to have made certain representations and agreements. See "*Transfer restrictions*" below. The Global Notes will be exchangeable for Definitive Notes in registered form only in certain limited circumstances set out in this Prospectus.

Payment of interest on the Notes and payments on the Class X Certificates

In respect of the obligations of the Issuer to pay interest on the Notes prior to the occurrence of a Class X Trigger Event or delivery of a Note Acceleration Notice:

(a) payments of interest on the Class A Notes and of the Class X Distribution Amounts will rank *pari passu*, but will rank at all times in priority to payments of interest on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;

(b) payments of interest on the Class B Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes and of the Class X Distribution Amounts, but in priority to payments of interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;

(c) payments of interest on the Class C Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, of the Class X Distribution Amounts and of interest on the Class B Notes, but in priority to payments of interest on the Class D Notes, the Class E Notes and the Class F Notes;

(d) payments of interest on the Class D Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, of the Class X Distribution Amounts and of interest on the Class B Notes and the Class C Notes but in priority to payments of interest on the Class E Notes and the Class F Notes;

(e) payments of interest on the Class E Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, of the Class X Distribution Amounts and of interest on the Class B Notes, the Class C Notes and the Class D Notes, but in priority to payments of interest on the Class F Notes; and

(f) payments of interest on the Class F Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, of the Class X Distribution Amounts and of interest on the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes,

and all such payments will rank in priority to payments of Note Excess Amounts which will rank subordinate thereto in the same order of priority with respect to each Class of the Notes.

Subordinated Class X amounts

Following the occurrence of a Class X Trigger Event, payment of Class X Distribution Amounts on each Note Payment Date will be subordinated to the payment of interest and Note Excess Amounts and repayment of principal (if any, and only after the Expected Note Maturity Date) on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes. Such Class X Distribution Amounts shall only be paid if there is sufficient cash on the relevant Note Payment Date to pay such amounts on such Note Payment Date after all the prior ranking items have been paid on or provided for in accordance with the relevant Issuer Priority of Payments.

Class X Trigger Event means the first to occur of:

(a) a Calculation Date on which the Securitised Loan is a Specially Serviced Loan;

(b) a Calculation Date following the Expected Note Maturity Date; or

(c) the enforcement of the Issuer Security following the occurrence of a Note Event of Default.

Final redemption

Unless previously redeemed in full and cancelled, the Issuer will redeem the Notes at their respective Principal Amount Outstanding together with accrued interest on the Final Note Maturity Date as fully set out in Condition 8.1 (*Final redemption of the Notes*).

Mandatory redemption from Principal Receipts

Prior to the service of a Note Acceleration Notice, as described in more detail in Condition 8.2 (*Mandatory redemption from Principal Available Funds*), each Class of Notes is subject to mandatory early redemption in part on each Note Payment Date in an amount not exceeding the principal receipts allocated to such Class on such Note Payment Date subject to the applicable Issuer Priority of Payments. (See "*Cashflow and Issuer Priority of Payments – Pre-Acceleration Principal Priority of Payments*" and "*Cashflow and Issuer Priority of Payments – Pre-Acceleration Principal Allocation Rules*" for further information).

Optional redemption for Tax and other reasons

As described in Condition 8.4 (*Optional redemption for tax and other reasons*), if either:

(a) by virtue of a change in the tax law of the United Kingdom, Ireland or any other jurisdiction (or the application of official interpretation thereof) from that in effect on the Closing Date, on the next Note Payment Date, the Issuer or any Paying Agent on its behalf would be required to deduct or withhold from any payment of principal or interest in respect of any Note (other than where the relevant holder or beneficial owner has some connection with the relevant jurisdiction other than the holding of the Notes and other than in respect of default interest) any amount for or on account of any present or future taxes, duties, assessments or governmental charges and such requirement cannot be avoided by the Issuer taking reasonable measures available to it;

(b) by reason of a change in law (or the application or official interpretation thereof) which change becomes effective on or after the Closing Date it becomes unlawful for the Issuer to perform any of its obligations as contemplated by the Facility Agreement or to make, fund, issue, maintain its participation or allow to

remain outstanding all or any of the Notes or advances (whether made or to be made) under the Facility Agreement; or

(c) any amount payable by the Borrowers in respect of the Securitised Assets is reduced or ceases to be receivable (whether or not actually received) by the Issuer during the Note Interest Period preceding the next Note Payment Date,

the Issuer may in certain circumstances redeem all of the Notes in an amount equal to the then respective aggregate Principal Amounts Outstanding plus interest and other amounts accrued and unpaid thereon.

Withholding on the Notes and the Class X Certificates

All payments to the Noteholders and the Class X Certificateholders will be made or distributed without deduction or withholding for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature except as may be required by law. If any such deduction or withholding is required to be made, then neither the Issuer nor any other person will be obliged to pay additional amounts in respect thereof.

Loan Prepayment Fees/Note Prepayment Fee Amounts

The Issuer shall allocate any Loan Prepayment Fee received by it (i) to each Class of Notes that is subject to mandatory early redemption in an amount equal to the Allocated Note Prepayment Fee Amount, if any, calculated for that Class of Notes and (ii) to the relevant Class X Certificates, in an amount equal to the Class X Prepayment Fee Amount.

There will be no Allocated Note Prepayment Fee Amounts (and therefore no Allocated Note Prepayment Fee Amounts or Class X Prepayment Fee Amounts) payable following the Note Payment Date falling in May 2016 as no Loan Prepayment Fee is payable after May 2016.

Note Prepayment Fee Amounts will be the aggregate Allocated Note Prepayment Fee Amount for all Classes of Notes in respect of a Note Payment Date. Note Prepayment Fee Amounts will payable by the Issuer in respect of those Classes of Notes which have been subject to a mandatory redemption in part by reason of a prepayment of the Securitised Loan in circumstances where such prepayment has resulted in Loan Prepayment Fees being payable by the Company on the Securitised Loan. Under the Facility Agreement, in certain prepayment circumstances, the Borrowers will not be required to pay Loan Prepayment Fees and, consequently, in such circumstances, Note Prepayment Fee Amounts will not be payable by the Issuer with respect to such prepayments. Note Prepayment Fee Amounts will only be payable by the Issuer to the extent such fees have been paid by the relevant Borrower. The Note Prepayment Fee Amount payable on any Note Payment Date will never be greater than the aggregate Loan Prepayment Fee received by the Issuer under the Facility Agreement during the immediately preceding Loan Payment Period.

Expected Note Maturity Date (including, the Initial Expected Note Maturity Date, the First Extended Expected Note Maturity Date and the Second Extended Expected Note Maturity Date) and the Final Note Maturity Date

Unless previously redeemed in full, the Notes are expected to mature on the Note Payment Date falling in August 2018 (the **Initial Expected Note Maturity Date**). Provided that if the Company exercises the First Loan Extension Option, the Notes will be expected to mature on the Note Payment Date falling in August 2019 (the **First Extended Expected Note Maturity Date**) and if the Company exercises the Second Loan Extension Option, the Notes will be expected to mature on the Note Payment Date falling in August 2020 (the **Second Extended Expected Note Maturity Date**). The **Expected Note Maturity Date** will be either the Initial Expected Note Maturity Date (if neither the First Loan Extension Option or the Second Loan Extension Option are exercised), the First Extended Expected Note Maturity Date (if only the First Loan Extension Option is exercised) or the Second Extended Expected Note Maturity Date (if both the First Loan Extension Option and the Second Loan Extension Option are exercised).

The Notes of each Class will in any event be due to be repaid in full at their Principal Amount Outstanding plus any accrued but unpaid interest and Note Excess Amounts (including, where applicable, Deferred Interest and Deferred Note Excess Amounts), not later than on the Note Payment Date falling on 20 August 2025 (the **Final Note Maturity**

Date).

Note Maturity Plan

As described in more detail in Condition 14 (*Note Maturity Plan*), if (a) any part of the Securitised Loan remains outstanding on the Note Maturity Plan Trigger Date and (b) in the opinion of the Special Servicer, all recoveries then anticipated by the Special Servicer with respect to the Securitised Loan (whether by enforcement of the related Loan Security or otherwise) are unlikely to be realised in full prior to the Final Note Maturity Date, the Special Servicer will be required to prepare a draft Note Maturity Plan and present the same to the Issuer, the Note Trustee and the Issuer Security Trustee no later than 45 days after the Note Maturity Plan Trigger Date. At least one proposal provided by the Special Servicer must be that the Issuer Security Trustee, at the cost of the Issuer, will engage a financial expert to advise the Issuer Security Trustee as to the enforcement of the Issuer Security.

Upon receipt of the draft Note Maturity Plan, the Issuer will convene a meeting of the Noteholders at which the Noteholders will have the opportunity to discuss the various proposals contained in the draft Note Maturity Plan with the Special Servicer. Following such meeting, the Special Servicer shall reconsider the Note Maturity Plan and make modifications thereto to address the views of the Noteholders (subject to the Servicing Standard) following which it shall (x) provide a final Note Maturity Plan to the Issuer the Rating Agencies, the Note Trustee and the Issuer Security Trustee and (y) request that the Issuer provide the Noteholders and the Class X Certificateholders with a final Note Maturity Plan.

Upon receipt of the final Note Maturity Plan, the Issuer will convene a meeting of the Noteholders of the Most Senior Class of Notes then outstanding to select their preferred option among the proposals set out in the final Note Maturity Plan. If a proposal in the final Note Maturity Plan receives the approval of the Noteholders of the Most Senior Class of Notes then outstanding by way of Ordinary Resolution at such meeting, then such proposal will be implemented by the Special Servicer. If no proposal in the final Note Maturity Plan receives the approval of the Noteholders of the Most Senior Class of Notes then outstanding by way of Ordinary Resolution at such meeting, then the Issuer Security Trustee will be deemed to be directed by all the Noteholders to appoint a receiver (to the extent applicable) to realise the Issuer Security in accordance with the Issuer Deed of Charge as soon as practicable upon such right becoming exercisable provided that the Issuer Security Trustee will have no obligation to do so if it shall not have been indemnified and/or secured and/or pre-funded to its satisfaction.

Note Event of Default

By way of summary, each of the following events is a Note Event of Default:

(a) *Non-payment*:

The Issuer fails to pay any amount of principal due and payable in respect of the Most Senior Class of Notes within five days of the due date for payment of such principal or fails to pay any amount of interest due in respect of the Most Senior Class of Notes within three days of the due date for payment of such interest.

(b) *Breach of other obligations*:

The Issuer defaults in the performance or observance of any of its obligations under or in respect of the Notes of any Class, the Class X Certificates of any Class or any of the Issuer Transaction Documents to which it is a party (other than any obligation to pay principal, interest or other amounts in respect of the Notes or any amounts in respect of the Class X Certificates) or any representation or warranty made by the Issuer under any Issuer Transaction Document is incorrect when made, and such default or matter giving rise to such misrepresentation, as applicable, (a) is in the opinion of the Note Trustee, incapable of remedy or (b) being a default or matter which is, in the opinion of the Note Trustee, capable of remedy remains unremedied for 30 days (or such longer period as the Note Trustee may permit) after the Note Trustee has given written notice of such default or matter to the Issuer requiring the same to be

remedied (provided that the Note Trustee certifies to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the holders of the Most Senior Class of Notes then outstanding).

(c) *Insolvency of the Issuer*:

An insolvency event occurs or an insolvency official is appointed with respect to the Issuer.

(d) *Unlawfulness*:

It is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or any of the Issuer Transaction Documents to which it is a party.

Acceleration and enforcement

If a Note Event of Default has occurred and is continuing, the Note Trustee:

(a) may, at its absolute discretion; or

(b) shall, if so requested in writing by the holders of Notes outstanding constituting not less than 25 per cent. in aggregate of the Principal Amount Outstanding of the Most Senior Class of Notes then outstanding; or

(c) shall, if so directed by or pursuant to an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding,

(in each case, subject to the Note Trustee being indemnified and/or secured and/or prefunded to its satisfaction), give notice (a **Note Acceleration Notice**) to the Issuer and the Issuer Security Trustee declaring all the Notes to be immediately due and repayable in accordance with Condition 11.1 (*Note Events of Default*) and/or direct the Issuer Security Trustee to take steps to enforce the Issuer Security in accordance with Condition 11 (*Note Events of Default and Acceleration*).

Upon the giving of a Note Acceleration Notice in accordance with Condition 11.1 (*Note Events of Default*), all Classes of the Notes then outstanding shall immediately become due and repayable at their Principal Amount Outstanding together with accrued interest (including, where applicable, Deferred Interest and Deferred Note Excess Amounts) and other accrued and unpaid amounts as provided in the Note Trust Deed, as described in Condition 12 (*Enforcement*).

The Issuer Security will become enforceable upon the occurrence of a Note Event of Default.

Non-petition

As described in more detail in Condition 13 (*Limit on Noteholder action, limited recourse and non-petition*) and Class X Condition 13 (*Limit on Class X Certificateholder action, limited recourse and non-petition*), no Noteholder and no Class X Certificateholder shall be entitled to proceed directly against the Issuer or any other Issuer Secured Creditors to enforce the Issuer Security, excluding (only in respect of the Noteholders) directing the Note Trustee to instruct the Issuer Security Trustee to enforce the Issuer Security in accordance with the Issuer Transaction Documents.

Limited recourse

As described in more detail in Condition 13 (*Limit on Noteholder action, limited recourse and non-petition*) and Class X Condition 13 (*Limit on Class X Certificateholder action, limited recourse and non-petition*), the Notes and the Class X Certificates are limited recourse obligations of the Issuer, and, if on realisation or enforcement of all of the Issuer Security and distribution of its proceeds in accordance with the applicable Issuer Priority of Payments there are insufficient amounts available to pay in full amounts under the Notes and/or the Class X Certificates, none of the Noteholders, the Class X Certificateholders, the Note Trustee, the Issuer Security Trustee and the other Issuer Secured Creditors may take any further steps against the Issuer in respect of any amounts payable on the Notes and the Class X Certificates and such amounts will be deemed to be discharged in full and all claims against the Issuer in respect of payment of such amounts

will be extinguished and discharged.

Issuer Security As security for its obligations under, among other things, the Notes and the Class X Certificates, the Issuer will grant fixed and floating security interests over all its assets and undertakings (which assets and undertakings comprise, primarily, of the Securitised Assets) in favour of the Issuer Security Trustee under the Issuer Deed of Charge.

The Issuer Security Trustee will hold the benefit of this security on trust for itself, the Noteholders, the Class X Certificateholders and the other Issuer Secured Creditors pursuant to the Issuer Deed of Charge. The priority of claims of the Issuer Secured Creditors will be subject to the relevant Issuer Priority of Payments. See the sections entitled "*Description of the servicing arrangements*", "*Terms and conditions of the Notes*", "*Terms and conditions of the Class X Certificates*" and "*Cashflow and Issuer Priority of Payments*" for further details.

Ratings The Class A Notes are expected to be rated "AAA(sf)" by Fitch and "Aaa (sf)" by Moody's on the Closing Date.

The Class B Notes are expected to be rated "AA(sf)" by Fitch and "Aa2 (sf)" by Moody's on the Closing Date.

The Class C Notes are expected to be rated "A(sf)" by Fitch and "A2 (sf)" by Moody's on the Closing Date.

The Class D Notes are expected to be rated "BBB(sf)" by Fitch and "Baa2 (sf)" by Moody's on the Closing Date.

The Class E Notes are expected to be rated "BB-(sf)" by Fitch and "Ba2 (sf)" by Moody's on the Closing Date.

The Class F Notes are expected to be rated "B(sf)" by Fitch and "B1 (sf)" by Moody's on the Closing Date.

The Class X Certificates will not be rated.

A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency. The credit rating applied for in relation to the Notes will be issued by the Rating Agencies each of which is established in the European Union and is registered under Regulation (EU) No 1060/2009 CRA Regulation, as resulting from the latest update of the list of registered credit rating agencies (reference number 2011/247) published by the European Securities and Markets Authority (ESMA) on its website (being, as at the date of this Prospectus, www.esma.europa.eu).

Listing Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List and to trading on the Main Securities Market.

The Class X Certificates will not be admitted to trading on any market.

The Prospectus has been approved by the Central Bank of Ireland, as competent authority under the Prospectus Directive. The Central Bank of Ireland only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval only relates to the Notes which are to be admitted to trading in a regulated market for the purposes of Directive 2004/39/EC and/or which are to be offered to the public in any member state of the European Economic Area.

Governing law The Notes and the Class X Certificates will be governed by English law.

Investor Report Following the Closing Date, on each Note Payment Date, investors will have access to the investor report (being a combination of the Issuer Cash Manager Report and the Servicer Quarterly Report) issued by the Issuer Cash Manager (the **Investor Report**), which will be generally available to the Noteholders and prospective investors at the

offices of the Principal Paying Agent and on the Issuer Cash Manager's website at http://www.usbank.com/abs.

Issuer Cash Manager Report	The Issuer Cash Manager will deliver the Issuer Cash Manager Report on each Note Payment Date.
Servicer Quarterly Report	The Servicer will deliver a draft Servicer Quarterly Report by no later than 5:00pm (London time) on the date falling 3 Business Days prior to each Note Payment Date and shall deliver the finalised Servicer Quarterly Report by no later than noon (London time) on the date falling 2 Business Days prior to each Note Payment Date.

F Rights of Noteholders and relationship with the other Issuer Secured Creditors

Please refer to sections entitled "Terms and conditions of the Notes" and "Terms and conditions of the Class X Certificates" for further detail in respect of the rights of Noteholders, conditions for exercising such rights and relationship with the other Issuer Secured Creditors.

Noteholder decision making

As described in more details in the Conditions, the Issuer shall, upon a requisition in writing signed by the holders representing in aggregate at least 10 per cent. of the Principal Amount Outstanding of the relevant Class or Classes of the Notes, convene a meeting or meetings of the Noteholders of such Class or Classes of Notes.

The Issuer (or the Issuer Cash Manager on its behalf), the Note Trustee, the Servicer or the Special Servicer may convene (or require the Issuer to convene) Noteholder meetings (at the cost of the Issuer) for any purpose, including consideration of Extraordinary Resolutions or Ordinary Resolutions.

The Issuer will also be required, pursuant to Condition 14 (*Note Maturity Plan*), to convene a meeting of (a) the Noteholders of all Classes for the purpose of considering any draft Note Maturity Plan and (b) the Noteholders of the Most Senior Class of Notes outstanding at which Noteholders of such Class will be requested to select their preferred option among the proposals set out in the final Note Maturity Plan.

Disenfranchised Holders will not be entitled to convene, count in the quorum or pass resolutions, including Extraordinary Resolutions and Ordinary Resolutions.

Noteholder meeting provisions

	Initial meeting	*Adjourned meeting*
Notice period:	14 clear days	7 clear days
Quorum:	**Ordinary Resolution**: two or more persons (or one person in the case of a single Noteholder holding all the Notes of the relevant Class of Notes) present holding, or holding voting certificates or being proxies representing, Notes outstanding constituting not less than 50 per cent. of the aggregate Principal Amount Outstanding of Notes then outstanding in such Class or Classes of Notes.	**Ordinary Resolution**: two or more persons (or one person in the case of a single Noteholder holding all the Notes of the relevant Class of Notes) present holding, or holding voting certificates or being proxies representing, Notes outstanding constituting not less than 25 per cent. of the aggregate Principal Amount Outstanding of Notes then outstanding in such Class or Classes of Notes.
	Extraordinary Resolution (other than Basic Terms Modification): two or more persons (or one person in the case of a single Noteholder holding all the Notes of the relevant Class of Notes) present holding, or holding voting certificates or being proxies representing, Notes outstanding constituting not less than 75 per cent. of the aggregate Principal Amount Outstanding of Notes then outstanding in such Class or Classes of Notes.	**Extraordinary Resolution (other than Basic Terms Modification)**: two or more persons (or one person in the case of a single Noteholder holding all the Notes of the relevant Class of Notes) present holding, or holding voting certificates or being proxies representing, Notes outstanding constituting not less than 25 per cent. of the aggregate Principal Amount Outstanding of Notes then outstanding in such Class or Classes of Notes.

	Extraordinary Resolution enabling a Basic Terms Modification: two or more persons (or one person in the case of a single Noteholder holding all the Notes of the relevant Class of Notes) holding Notes outstanding of the relevant Class or voting certificates in respect thereof or proxies representing not less than 75 per cent. of the Principal Amount Outstanding of the Notes then outstanding of the relevant Class.	**Extraordinary Resolution enabling a Basic Terms Modification**: two or more persons (or one person in the case of a single Noteholder holding all the Notes of the relevant Class of Notes) present holding, or holding voting certificates or being proxies representing, Notes outstanding constituting not less than 50 per cent. of the aggregate Principal Amount Outstanding of Notes then outstanding in such Class or Classes of Notes.
Required majority:	**Ordinary Resolution**: More than 50 per cent. of votes cast for matters requiring Ordinary Resolution. **Extraordinary Resolution**: Not less than 75 per cent. of votes cast for matters requiring Extraordinary Resolution.	

An **Ordinary Resolution** means in respect of the Noteholders of the relevant Class or Classes of Notes, as applicable:

(a) a resolution passed at a meeting duly convened and held in accordance with the Note Trust Deed by a clear majority consisting of not less than 50 per cent. of the persons voting thereat on a show of hands or, if a poll is duly demanded, by a simple majority of the votes cast on such poll; or

(b) a Written Ordinary Resolution; and

and, if there are no Notes outstanding, in respect of the Class X Certificateholders of the relevant Class or Classes, as applicable, a Class X Extraordinary Resolution.

An **Extraordinary Resolutions** means in respect of the Noteholders of the relevant Class or Classes of Notes, as applicable:

(a) a resolution passed at a meeting duly convened and held in accordance with the Note Trust Deed by a majority consisting of not less than 75 per cent. of the persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of not less than 75 per cent. of the votes cast on such poll; or

(b) a Written Extraordinary Resolution; and

and, if there are no Notes outstanding, in respect of the Class X Certificateholders of the relevant Class or Classes, as applicable, a Class X Extraordinary Resolution.

Written Resolutions: An Extraordinary Resolution passed in writing signed by or on behalf of holders of not less than 75 per cent. of the Principal Amount Outstanding of the relevant Class of Notes (a **Written Extraordinary Resolution**) (which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders) will have the same effect as an

Extraordinary Resolution.

An Ordinary Resolution passed in writing signed by or on behalf of holders of more than 50 per cent. of the Principal Amount Outstanding of the relevant Class of Notes (a **Written Ordinary Resolution**) (which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders) will have the same effect as an Ordinary Resolution.

Written Resolution means a Written Extraordinary Resolution or a Written Ordinary Resolution.

Basic Terms Modification

A **Basic Terms Modification** means the following:

(a) a modification of the date of maturity of any Class of Notes;

(b) a change in the amount of principal or the rate of interest or any Note Excess Amount or Allocated Note Prepayment Fee Amount payable in respect of any Class of Notes;

(c) a modification of the method of calculating the amount payable or the date of payment in respect of any interest or principal or Note Excess Amount or Allocated Note Prepayment Fee Amount in respect of any Class of Notes;

(d) any alteration of the currency of payment of any Class of Notes;

(e) a modification or waiver which would result in a reduction in interest (including, without limitation, margin) payable in respect of the Securitised Loan, a change to the determination or adjustment of interest periods under the Securitised Loan or a reduction in the prepayment fees payable in respect of the Securitised Loan (in each case other than pursuant to the Margin Letter (in the form in force as at the Closing Date));

(f) a release of the Issuer Security other than in accordance with the provisions of the Issuer Transaction Documents;

(g) a modification to any Issuer Priority of Payments;

(h) a modification of the quorum required at any meeting or the majority required to pass any Ordinary Resolution or Extraordinary Resolution or the percentage of objecting Noteholders required in respect of Negative Consent; or

(i) a modification of the definition of Basic Terms Modification or the quorum or majority required to effect a Basic Terms Modification,

except, in each case, as set out in the final Note Maturity Plan delivered pursuant to Condition 14 (*Note Maturity Plan*). Where a Basic Terms Modification is included in the final Note Maturity Plan delivered to Noteholders pursuant to Condition 14 (*Note Maturity Plan*), such Basic Terms Modification may be approved in accordance with Condition 14 (*Note Maturity Plan*).

Negative Consent

The Issuer (or the Issuer Cash Manager on its behalf), the Servicer, the Special Servicer or the Note Trustee may propose an Extraordinary Resolution (other than an Extraordinary Resolution relating to a Basic Terms Modification, the waiver or authorisation of any Note Event of Default, the acceleration of the Notes, or the enforcement of the Issuer Security or in respect of any of the Class X Entrenched Rights) or an Ordinary Resolution (other than an Ordinary Resolution relating to a Note Maturity Plan) of the Noteholders or any Class of Noteholders relating to any matter for consideration and approval by Negative Consent by the Noteholders or the Noteholders of such Class.

An Ordinary Resolution or Extraordinary Resolution will pass by Negative Consent where:

(a) notice of such Extraordinary Resolution or Ordinary Resolution, as applicable, has been given by the Issuer (or the Issuer Cash Manager on its behalf), the Note Trustee, the Servicer or the Special Servicer to the Noteholders or the Noteholders of such Class in accordance with the provisions of Condition 18 (*Notice to Noteholders*);

(b) such notice contains a statement requiring such Noteholders to inform the Note Trustee in writing if they object to such Extraordinary Resolution or Ordinary Resolution, stating that unless holders of:

(i) in the case of an Extraordinary Resolution, 25 per cent. or more in aggregate Principal Amount Outstanding of the Notes then outstanding of the relevant Class or Classes; or

(ii) in the case of an Ordinary Resolution, 50 per cent. or more in aggregate Principal Amount Outstanding of the Notes then outstanding of the relevant Class or Classes,

makes such objection, the Extraordinary Resolution or Ordinary Resolution will be deemed to be passed by the Noteholders or the Noteholders of such Class and specifying the requirements for the making of such objections; and

(c) holders of:

(i) in the case of an Extraordinary Resolution, 25 per cent. or more in aggregate Principal Amount Outstanding of the Notes then outstanding of the relevant Class or Classes; or

(ii) in the case of an Ordinary Resolution, 50 per cent. or more in aggregate Principal Amount Outstanding of the Notes then outstanding of the relevant Class,

have not informed the Note Trustee in writing of their objection to such Extraordinary Resolution or Ordinary Resolution within 30 days of the date of the relevant notice.

For further information please see Condition 15.11 (*Negative Consent*).

Extraordinary Resolution

The following matters, among other matters, require an Extraordinary Resolution:

(a) approval of a Basic Terms Modification;

(b) direction to the Note Trustee to serve a Note Acceleration Notice; and

(c) approval of certain modifications to the Conditions or the Issuer Transaction Documents, including the right to remove or replace the Note Trustee.

Class X Entrenched Rights

The Note Trustee may not and cannot direct the Issuer Security Trustee to do anything that would have the effect of sanctioning:

(a) a modification of the date of final payment under either Class of Class X Certificate;

(b) a modification of the definition of Class X Distribution Amount, the definition of Class X Prepayment Fee Amount or any definition for terms applicable to the determination of such amounts;

(c) a change in any Class X Distribution Amount (other than as a result of a change in any of the amounts used to calculate such amount in accordance with the terms of the Issuer Transaction Documents) or Class X Prepayment Fee Amount

(as applicable) payable in respect of either Class of Class X Certificate;

(d) a modification of the method of calculating the amount payable or the date of payment in respect of any Class X Distribution Amount or Class X Prepayment Fee Amount (as applicable) in respect of either Class of Class X Certificate;

(e) any alteration of the currency of payment of any Class X Distribution Amount or Class X Prepayment Fee Amount (as applicable) in respect of either Class of Class X Certificate;

(f) a modification or waiver which would result in a reduction in interest (including, without limitation, margin) payable in respect of the Securitised Loan, a change to the determination or adjustment of interest periods under the Securitised Loan or a reduction in the prepayment fees payable under the Securitised Loan (in each case other than pursuant to the Margin Letter (in the form in force as at the Closing Date));

(g) a release of the Issuer Security other than in accordance with the provisions of the Issuer Transaction Documents;

(h) a modification to any Issuer Priority of Payments; or

(i) a modification of the definition of Class X Entrenched Rights,

(in each case except where included in the final Note Maturity Plan delivered to the Noteholders pursuant to Condition 14 (*Note Maturity Plan*) of the Notes and approved by the Noteholders of the Most Senior Class of the Notes outstanding by Ordinary Resolution in accordance with Condition 14 (*Note Maturity Plan*)) (each, a **Class X Entrenched Right**), unless the Note Trustee has received consent by way of Class X Extraordinary Resolution duly passed at separate meetings (or by separate Class X Written Extraordinary Resolutions) of each affected Class X Certificateholders.

Class X Extraordinary Resolution

A Class X Extraordinary Resolution which, in the opinion of the Note Trustee:

(a) affects the interests of the holder of one Class of the Class X Certificates only shall be deemed to have been duly passed if duly passed at a separate meeting of the holder of that Class of the Class X Certificates; or

(b) affects the interests of the holders of both Classes of the Class X Certificates shall be deemed to have been duly passed if duly passed at separate meetings of the holders of both Classes of the Class X Certificates.

Relationship between Classes of Noteholders

An Ordinary Resolution of Noteholders of the Most Senior Class of Notes shall be binding on all other Classes and would override any Ordinary Resolutions to the contrary to it.

Subject to the provisions governing an Extraordinary Resolution of Noteholders relating to a Basic Terms Modification in certain circumstances and the termination of the appointment of the Servicer and/or the Special Servicer, an Extraordinary Resolution of Noteholders of the Most Senior Class of Notes shall be binding on all other Classes and would override any resolutions to the contrary by them.

The passing of an Extraordinary Resolution relating to a Basic Terms Modification in certain circumstances and the termination of the appointment of the Servicer and/or the Special Servicer by the Issuer Security Trustee requires an Extraordinary Resolution of each Class of Noteholders (at separate meetings of each Class of Noteholders).

As described in more detail in the Conditions, for so long as any of the Notes are outstanding, the Note Trustee is required to have regard to the interests of the holders of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes equally as regards all rights, powers, trusts, authorities, duties and discretions of the Note Trustee (except where expressly provided otherwise in

the Note Trust Deed or the Conditions). If, in the opinion of the Note Trustee, there is a conflict between one Class of Noteholders, on the one hand, and any other Class of Noteholders, on the other hand, the Note Trustee shall have regard only to the interests of the Most Senior Class of Noteholders in respect of which the conflict arises.

Relationship between Noteholders and the other Issuer Secured Creditors

So long as any Notes are outstanding and there is a conflict between the interests of the Noteholders of any Class and the other Issuer Secured Creditors, the Note Trustee shall take into account the interests of the Noteholders only in the exercise of its discretion.

Disenfranchised Holders

As described in more detail in Condition 15.7 (*Disenfranchised Holder*), for the purposes of determining: (i) the quorum at any meeting of Noteholders considering an Extraordinary Resolution or an Ordinary Resolution or the majority of votes cast at such meeting; (ii) the holding of Notes for the purposes of giving any direction to or making any request of the Note Trustee (or any other party); or (iii) the majorities required for any Written Resolution, the voting, objecting or directing rights attaching to Notes, any Note held by or on behalf of or for the benefit of (or in relation to which the exercise of the right to vote is directed or otherwise controlled by) a Disenfranchised Holder shall be deemed not to remain outstanding and shall not be counted in or towards any required quorum or holdings or majority.

As described in more detail in Class X Condition 15.5 (*Disenfranchised Holder*), for the purposes of determining: (a) the quorum of any meeting of a Class X Certificateholder considering a Class X Extraordinary Resolution; (b) the holding of a Class X Certificate for the purpose of giving any direction or making any request of the Note Trustee (or any other party); or (c) the voting, objecting or directing rights attaching to a Class X Certificate, any Class X Certificate held by or on behalf of or for the benefit of a Disenfranchised Holder will be deemed not to remain outstanding and will not be counted in or towards any required quorum or holding.

Provision of information to the Noteholders

The Issuer Cash Manager will provide on each Note Payment Date the Investor Report containing information in relation to the Notes including, but not limited to, ratings of the Notes, amounts paid by the Issuer pursuant to the Issuer Priority of Payments in respect of the relevant period and confirmation of risk retention by the Loan Seller.

Communication with Noteholders

Any notice to be given to Noteholders can be given in the following manner:

(a) so long as the Notes are held in the Clearing System, by delivery to the Clearing System for communication by it to Noteholders; and

(b) so long as the Notes are listed on a recognised stock exchange, by delivery in accordance with the notice requirements of that exchange.

Refer to Condition 18 (*Notice to Noteholders*) for details.

The Note Trustee shall be at liberty to sanction some other method of giving notice to Noteholders or to a class or category of them where, in its opinion, such other method is reasonable having regard to market practice then prevailing to the requirements of the stock exchange on which the Notes are then listed, in which case it shall inform Noteholders accordingly.

Any communication given to Noteholders in accordance with Condition 18 (*Notice to Noteholders*) shall also be given to the Rating Agencies.

Communications between Noteholders

As described in more detail in Condition 18 (*Notice to Noteholders*), following receipt of a request for the publication of a notice from a Verified Noteholder (the **Initiating Noteholder**) which has satisfied the Issuer Cash Manager that it is a Noteholder in accordance with Condition 15.17 (Notes being held through Euroclear or Clearstream, Luxembourg) (a **Verified Noteholder**), the Issuer Cash Manager shall publish such notice on its investor reporting website provided that such notice contains no more than:

(a) an invitation to other Verified Noteholders (or any specified Class or Classes of the same) and/or Verified Class X Certificateholders (of either Class) to contact the Initiating Noteholder;

(b) the name of the Initiating Noteholder and the address, phone number, website or email address at which the Initiating Noteholder can be contacted; and

(c) the date(s) from, on or between which, the Initiating Noteholder may be so contacted.

Loan Seller as Lender

The Loan Seller does not have any rights to consent (as Lender under the Retained Loan) in respect of any all Lender decisions pursuant to the Facility Agreement (subject as described in the following paragraph).

The Securitised Loan and the Retained Loan will at all times be treated equally for the purpose of all Finance Documents and will at all times have the same terms and conditions. Any amendment, waiver or other consent which is granted by one or more Lenders constituting the Majority Lenders, all Lenders or other relevant group of Lenders in respect of or in connection with the Facility A Loan or the Facility B Loan will be deemed to apply to both the Securitised Loan and the Retained Loan (notwithstanding the terms of such amendment, waiver or other consent) so that if the terms of the Securitised Loan are amended or waived or otherwise affected by a decision of one or more Lenders constituting the Majority Lenders, all Lenders or other relevant group of Lenders, a corresponding amendment, waiver or decision will be deemed to apply to the Retained Loan (or vice versa). In case of a split, re-designation or replacement of the Facility A Loan or the Facility B Loan (or a mechanic having a similar result), this provision will also apply to such split, re-designated or replacement facility/ies as if references to the Securitised Loan and the Retained Loan were references to such split, re-designated or replacement facility/ies. Any amendment, waiver or other consent which relates to, or has the effect of changing, this paragraph may not be made without the consent of the Loan Seller (as Lender in respect of the Retained Loan).

G Additional relevant dates and periods

Business Day — A day (other than a Saturday or a Sunday) on which banks are open for general business in Dublin, London, Jersey, Guernsey, Luxembourg and Amsterdam (a **Business Day**).

Closing Date — The Issuer will issue the Notes and the Class X Certificates on or about 7 August 2015 (or such later date as the Issuer and the Lead Manager may agree) (the **Closing Date**).

Note Interest Determination Dates — Interest on the Notes will be determined:

(a) with respect to the first Note Interest Period, on the Closing Date; and

(b) with respect to each subsequent Note Interest Period, on the Note Payment Date occurring on the first day of each Note Interest Period for which the rate will apply,

(each, a **Note Interest Determination Date**).

Calculation Dates — Each date falling two Business Days prior to the Note Payment Date (each, a **Calculation Date**) on which the Issuer Cash Manager is required to, among other things determine all amounts due in accordance with the relevant Issuer Priority of Payments on the forthcoming Note Payment Date and the amounts available to make such payments.

Note Payment Dates — 20 February, 20 May, 20 August and 20 November in each year (or, if such day is not a Business Day, the next following Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not) (each, a **Note Payment Date**) provided that the first Note Payment Date shall be 20 August 2015.

Note Interest Periods — In respect of the first Note Interest Period, the period commencing on (and including) the Closing Date and ending on (but excluding) the Note Payment Date falling in August 2015 and, in respect of any successive Note Interest Period, the period from (and including) the next Note Payment Date to (but excluding) the next following Note Payment Date (each, a **Note Interest Period**).

Loan Payment Period — The period commencing one day after a Loan Payment Date and ending on the next Loan Payment Date, except in respect of the first Loan Payment Period, which commences on (and includes) the Closing Date and ends on (and includes) the Loan Payment Date falling on 20 August 2015 (each a **Loan Payment Period**).

Servicer quarterly report dates — On each Calculation Date, the Servicer is required to deliver the Servicer Quarterly Report.

Information in respect of the Securitised Loan will be provided to the investors on a quarterly basis in accordance with the applicable investor reporting guidelines published by "CREFC- E-IRP" from time to time.

Investor report date — Each Note Payment Date on which the Issuer Cash Manager is required to deliver the relevant Investor Report.

H Credit Structure

Please refer to sections entitled "Cashflow and Issuer Priority of Payments" and "Description of certain Issuer Transaction Documents" for further detail in respect of the credit structure and cash flow of the transaction

Summary of cashflows

The repayment and prepayment of principal and the payment of interest by the Borrowers in respect of the Securitised Loan will provide the principal source of funds for the Issuer to make payments in respect of the Notes and the other present and future monies, obligations and liabilities (whether actual or contingent) incurred or otherwise payable by or on behalf of the Issuer to the Issuer Secured Creditors under the Notes and the other Issuer Transaction Documents.

As described in more detail in the sections entitled "*Cashflow and Issuer Priority of Payments*", the Issuer Cash Manager (on behalf of the Issuer) will, on each Calculation Date, calculate, among other things, all amounts due in accordance with the applicable Issuer Priorities of Payments on the forthcoming Note Payment Date, the amounts available to make such payments and the amount of any required drawing under the Liquidity Facility on the next following Note Payment Date.

Prior to the service of a Note Acceleration Notice

Principal

Prior to the service of a Note Acceleration Notice, on each Note Payment Date, unless previously redeemed in full and cancelled, each Class of Notes is subject to mandatory early redemption in part in an amount not exceeding the Principal Available Funds allocated to such Class on such Note Payment Date, subject, in each case, to the Pre-Acceleration Principal Allocation Rules and the Pre-Acceleration Principal Priority of Payments.

On each Calculation Date, prior to service of a Note Acceleration Notice, the Issuer Cash Manager will determine the Principal Available Funds and the amount thereof to be allocated to each Class of Notes.

Interest

Prior to the service of a Note Acceleration Notice, on each Note Payment Date, the Issuer Cash Manager will apply Interest Available Funds, and, subsequently, Surplus Principal Funds subject to the prior payment of the Issuer Priority Payments (and subject to the rules described in "*Description of the servicing arrangements*") each as determined on the immediately preceding Calculation Date in the manner and in order of priority set out in the Pre-Acceleration Interest Priorities of Payments (in each case, only if and to the extent that payments or provisions of a higher priority have been made in full).

Following the service of a Note Acceleration Notice

Following the service of a Note Acceleration Notice, the Issuer Security Trustee (or the Issuer Cash Manager on its behalf) will apply all monies and receipts received by the Issuer and/or the Issuer Security Trustee or a receiver appointed by it, in the manner and order of priority set out in the Post-Acceleration Priority of Payments (in each case only if and to the extent that payments provisions of a higher priority have been made in full).

General Credit Structure

The general credit structure of the transaction includes, broadly speaking, the following elements:

(a) ***Credit Support***

Junior Classes of Notes will be subordinated to more senior Classes of Notes, thereby ensuring that available funds are applied to the Most Senior Class of Notes in priority to more junior Classes of Notes.

(b) ***Liquidity Support***

Pursuant to the Liquidity Facility Agreement, the Liquidity Facility Provider will grant a facility to the Issuer in order to make good any shortfall on the payment of certain amounts of interest due by the Issuer to the holders of the Notes. The Liquidity Facility will not be available to cover shortfalls in funds available to the Issuer to pay amounts in respect of any:

(i) principal in respect of the Notes;

(ii) Allocated Note Prepayment Fee Amount;

(iii) Note Excess Amount; or

(iv) amounts payable on the Class X Certificates.

Interest Drawings made in respect of the Class E Notes and the Class F Notes, cannot, in aggregate, exceed an amount equal to 20 per cent. of the Liquidity Commitment, unless:

(i) the Class E Notes are the Most Senior Class of Notes, where no Liquidity Drawing in respect of the Class F Notes can be made if that Liquidity Drawing, together with any previous drawings in respect of the Class F Notes, would result in an amount equal to 20 per cent. of the Liquidity Commitment being applied as Interest Drawings in respect of the Class F Notes; and

(ii) the Class F Notes are the Most Senior Class of Notes.

Subject to this, Interest Drawings under the Liquidity Facility may be utilised to cover any shortfall in the Interest Available Funds and Surplus Principal Funds to pay the Note Interest Payment Amounts in accordance with paragraphs (h) to (m) (inclusive) of the Pre-Acceleration Interest Priority of Payments (after making the payments of a higher priority) and subject to the limitation on use of the Liquidity Commitment in respect of Class E Notes and Class F Notes (as referred to above).

If there has been an Appraisal Reduction, the Liquidity Commitment will be reduced.

For further information in respect of the availability of the Liquidity Facility, see the section entitled "*Description of certain Issuer Transaction Documents –The Liquidity Facility Agreement*".

Issuer Accounts

The Issuer Accounts will be maintained with the Issuer Account Bank for as long as the Issuer Account Bank has the Issuer Account Bank Minimum Rating. As at the Closing Date, the Issuer will have the following accounts:

Issuer Transaction Account: all the amounts received or recovered by or on behalf of the Issuer (other than amounts credited to the Issuer Expenses Account or (if open) the Issuer Standby Account) shall be credited to the Issuer Transaction Account established in the name of the Issuer with the Issuer Account Bank. Certain ledgers will be created on the Issuer Transaction Account for certain types of funds.

Issuer Expenses Account: the following amounts will be credited to the Issuer Expenses Account:

(a) on each Note Payment Date until (but excluding) the Note Payment Date on which the Notes will be redeemed in full, the Retention Amount (in accordance with the Pre-Acceleration Interest Priority of Payments); and

(b) any interest accrued on the Issuer Expenses Account.

Amounts standing to the credit of the Issuer Expenses Account may be used by the Issuer to pay on any date any fees to the Rating Agencies or the Issuer's auditors that may become due and payable.

The Issuer Cash Manager will regularly determine (at least every 17 months) whether there are surplus amounts standing to the credit of the Issuer Expenses Account. Such surplus amounts will be transferred to the Issuer Transaction Account and will form part of Issuer Available Funds on the next Note Payment Date.

Issuer Standby Account: the Issuer will have the ability to open the Issuer Standby Account if so required under the Liquidity Facility Agreement.

I Certain administrative fees

The following table sets out certain of the fees to be paid by the Issuer to the Issuer Secured Creditors (other than the Noteholders and the Class X Certificateholders).

Type of Fee	Amount of Fee	Priority in Cashflow	Frequency
Servicing Fees	£1 per annum (inclusive of VAT)[1]	Ahead of all outstanding Notes	Payable quarterly in arrear
Special Servicing Fees	0.10 per cent per annum of the outstanding principal balance of the Securitised Loan while it is a Specially Serviced Loan (exclusive of VAT (if any) properly chargeable thereon)	Ahead of all outstanding Notes	Payable for such period that the Securitised Loan is designated as a Specially Serviced Loan (payable in arrear on each relevant Note Payment Date)
Liquidation Fee	0.20 per cent. of Liquidation Proceeds (exclusive of VAT (if any) properly chargeable thereon)	Ahead of all outstanding Notes	Payable on each Note Payment Date that the Securitised Loan is a Specially Serviced Loan to the extent Liquidation Proceeds are received
Workout Fee	0.20 per cent. of each collection of interest and principal received in respect of the Securitised Loan for so long as it remains a Corrected Loan (exclusive of VAT (if any) properly chargeable thereon)	Ahead of all outstanding Notes	Payable on each Note Payment Date
Liquidity Commitment Fee	1 per cent. per annum of the undrawn and uncancelled Liquidity Commitment (exclusive of VAT, if any)	Ahead of all outstanding Notes	Payable on each Note Payment Date quarterly in arrear
Other fees and expenses of the Issuer	Estimated at £96,000 per annum (exclusive of VAT (if any) properly chargeable thereon)	Ahead of all outstanding Notes	Various

[1] £85,000 (exclusive of VAT) per annum fee is paid by the relevant Obligors under the Facility Agreement to the Loan Facility Agent for so long as the Servicer and the Loan Facility Agent are the same entity.

RISK FACTORS

An investment in the Notes involves a high degree of risk and is not suitable for all investors. In particular, an investor should not purchase Notes of any Class unless it understands, and is able to bear, the prepayment, credit, liquidity and market risks associated with that Class of Notes. The following sets out certain aspects of the Issuer Transaction Documents, the Finance Documents, the Whole Loan (and the Securitised Loan), the Borrowers, any other Obligor and the Properties of which prospective Noteholders should be aware. Prospective investors should carefully consider the following risk factors and the other information contained in this Prospectus before making an investment decision.

The occurrence of any of the events described below could have a material adverse impact on the business, financial condition or results of operations of the Issuer and/or any of the Borrowers and could lead to, among other things:

(a) *a Loan Event of Default pursuant to the Facility Agreement;*

(b) *a Sequential Payment Trigger;*

(c) *a Note Event of Default (as defined in Condition 11.1 (Note Events of Default)) below; or*

(d) *an inability of the Issuer to repay all amounts due in respect of the Notes.*

This section of the Prospectus is not intended to be exhaustive, and prospective Noteholders should also read the detailed information set out elsewhere in this Prospectus prior to making any investment decision. The risks described below are not the only ones faced by the Borrowers, the other Obligors or the Issuer. Additional risks not presently known to the Issuer and the Borrowers or that they currently believe to be immaterial may also adversely affect their respective businesses. If any of the following risks occurs, the Issuer, the Borrowers or the other Obligors or one or more Properties within the Property Portfolio could be materially adversely affected. Although the various risks discussed in this Prospectus are generally described separately, potential investors in the Notes should consider the potential effects of the interplay of multiple risk factors. Where more than one significant risk factor is present, the risk of loss to any such investor may be significantly increased. In any of such cases, the value of the Notes could decline, and the Issuer may not be able to pay all or part of the interest or principal on the Notes and investors may lose all or part of their investment. Prospective Noteholders should take their own legal, financial, accounting, tax and other relevant advice as to the structure and viability of an investment in the Notes.

As a result, an investment in the Notes involves substantial risks and uncertainties and should be considered only by sophisticated institutional investors with substantial investment experience with similar types of securities and who have conducted appropriate due diligence on the Securitised Loan, the Finance Documents, the Properties and the Notes. Prospective Noteholders should take their own legal, financial, accounting, tax, regulatory and other relevant advice as to the structure and viability of an investment in the Notes.

In addition, whilst the various structural elements described in this Prospectus are intended to lessen some of the risks discussed below for the Noteholders, there can be no assurance that these measures will be sufficient to ensure that the Noteholders of any Class receive payment of interest or repayment of principal from the Issuer on a timely basis or at all.

As this Prospectus relates solely to the Notes, this "Risk factors" section does not set out any risks associated with the Class X Certificates.

A Considerations relating to the Notes

Risks relating to the sufficiency of the assets of the Issuer

Payments in respect of the Notes are dependent on, and limited to, the receipt of funds under the Securitised Loan, and, where necessary and applicable, the Liquidity Facility Agreement (with respect to an Interest Shortfall in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and (only up to an amount equal to 20 per cent. of the Liquidity Commitment, except if the Most Senior Class of Notes) the Class E Notes and the Class F Notes). In turn, recourse under the Securitised Loan is generally limited to the Borrowers, the Guarantors and their respective assets, which consist of the Properties and certain other assets, security over which has been created to secure the Whole Loan and whose business activities are limited to, in the case of the Borrowers, acquiring, owning, managing, financing, developing and letting any Property and activities directly related thereto, and in the case of the other Obligors, holding company activities in relation to the ownership of shares in its subsidiaries.

The ability of the Borrowers to make payments on the Securitised Loan prior to the relevant Loan Repayment Date and, therefore, the ability of the Issuer to make payments on the Notes prior to the Expected Note Maturity Date or the Final Note Maturity Date is dependent primarily on the sufficiency of the net operating income generated in respect of the Properties. Please refer to the risk factor entitled "*Refinancing risk*" for detail as to the ability of the Borrowers to make payments on the Whole Loan (and therefore on the Securitised Loan) on the relevant Loan Repayment Date.

If, following the occurrence of a Loan Event of Default and following the exercise by the Servicer or the Special Servicer of all available rights and remedies arising under the Securitised Loan (including instructing the Loan Security Agent to take action in respect of the Loan Security), the Issuer does not receive the full amount due from the Borrowers, then it will not be possible to pay some or all of the principal and interest due on the Notes.

Any losses on the Securitised Loan will be allocated to the holders of the Notes, as described under "*Subordination*" below.

The rate and timing of delinquencies or, as applicable, any default on the Whole Loan will affect the aggregate amount of distributions on the Notes, their yield to maturity, the rate of principal payments and their weighted average life. If anticipated yields are calculated based on assumed rates of default and losses that are lower than the default rate and losses actually experienced and such losses are allocable to the Notes, the actual yield to maturity will be lower than the assumed yield. Under certain scenarios, such yield could be negative.

Additionally, delinquencies and defaults on the Whole Loan may significantly delay the receipt of or reduce the amount of payments on any Class of Notes, unless Liquidity Drawings are made to cover delinquent interest payments or the credit support provided through the subordination of another Class of Notes fully offsets the effects of any such delinquency or default.

Forward-looking statements

This Prospectus includes statements that are, or may be deemed to be, forward-looking statements. By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. These risks and uncertainties include, but are not limited to, those described in this "*Risk factors*" section of this Prospectus. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements in this Prospectus.

The forward-looking statements are not guarantees of future performance and the actual results of operations, financial condition and liquidity, and the market in which the Issuer and the Borrowers operate, may differ materially from those made in or suggested by the forward-looking statements set out in this Prospectus. In addition, even if the results of operations, financial condition and liquidity of the Issuer and the Borrowers, and the development of the market in which the Issuer and the Borrowers operate, are consistent with the forward-looking statements set out in this Prospectus, those results or developments may not be indicative of results or developments in subsequent periods. Many factors could cause the Issuer or the Borrowers' actual results, performance or revenues to be materially different from any future results, performance or that may be expressed or implied by such forward-looking statements including, but not limited to the other risks described in this section.

Any forward-looking statements which are made in this Prospectus speak only as of the date of such statements. Neither the Issuer nor the Borrowers nor any other Obligors intend, and undertake no obligation, to revise or update the forward-looking statements included in this Prospectus to reflect any future events or circumstances.

Risks relating to the limited recourse obligations of the Issuer

The Issuer will not as at the Closing Date have any significant assets to be used for making payments under the Notes other than the Securitised Loan and its rights under the Issuer Transaction Documents to which it is a party. Consequently, there is no assurance that, over the life of the Notes or at the redemption date of the Notes (whether on the Final Note Maturity Date, upon redemption by acceleration of maturity following the service of a Note Acceleration Notice, or otherwise), there will be sufficient funds to enable the Issuer to pay interest on the Notes, to repay the Notes in full.

The Notes will be limited recourse obligations of the Issuer. If there are not sufficient funds available to the Issuer to pay in full all principal, interest and other amounts accrued and owing in respect of the Notes, then the Noteholders will have no further recourse against the Issuer in accordance with the relevant Issuer Priority of Payments in respect of any such unpaid amounts. Following the occurrence of a Note Event of Default and/or the service of a Note Acceleration Notice, as applicable, the only remedy available to the Noteholders and the other Issuer Secured Creditors is enforcement action under the Issuer Deed of Charge over the assets secured under the Issuer Deed of Charge and appointment of a receiver by the Issuer Security Trustee under the Issuer Deed of Charge. On realisation or enforcement of the Issuer Security, in the event that the proceeds of such realisation or enforcement are insufficient to pay all amounts due under the Notes (after payment of all other claims ranking higher in priority to or *pari passu* with amounts due under the Notes), the Noteholders will have no further claim against the Issuer in respect of such unpaid amounts and all claims against the Issuer in respect of those payments will be extinguished.

In particular, the Notes will not be obligations or responsibilities of or guaranteed by any of the Loan Seller, the Servicer, the Special Servicer, the Note Trustee, the Issuer Cash Manager, the Issuer Account Bank, any Paying Agent, the Liquidity Facility Provider, the Corporate Services Provider, the Listing Agent, the Sole Arranger, the Co-Manager or the Lead Manager. None of any such persons, other than the Issuer, will accept any liability whatsoever in respect of any failure by the Issuer to make any payment of any amount due under the Notes.

Considerations relating to prepayments

The yield to maturity on the Notes will depend, to a large extent, upon the rate and timing of principal payments on the Whole Loan. For this purpose, principal prepayments include both voluntary prepayments, if permitted, and involuntary prepayments, such as prepayments resulting from any Loan Event of Default and any liquidations.

If any Class of Notes is purchased at a premium, and if payments and other collections of principal on the Securitised Loan occur at a rate faster than anticipated at the time of the purchase then the weighted average period during which interest earned on the Noteholders' investments may shorten and the actual yield to maturity on that Class of Notes may be lower than assumed at the time of the purchase.

If any Class of Notes is purchased at a discount, and if payments and other collections of principal on the Securitised Loan occur at a rate slower than anticipated at the time of the purchase, then the actual yield to maturity on that Class of Notes may be lower than assumed at the time of the purchase.

The investment performance of any Note may vary materially and adversely from expectations due to the rate of payments and other collections of principal on the Securitised Loan being faster or slower than anticipated. Accordingly, the actual yield may not be equal to the yield anticipated at the time the Note was purchased, and the expected total return on investment may not be realised.

A high prepayment rate in respect of the Securitised Loan may result in a reduction in interest receipts in respect of the Securitised Loan and, more particularly, could increase the weighted average margin of the Notes which may result in a shortfall in the monies available to be applied by the Issuer in making payments of interest on the Notes, and will result in a shortfall in certain prepayment scenarios. The prepayment risk will, in particular, be borne by the holders of the most junior Classes of Notes then outstanding.

Where the difference between (i) the Note Interest Payment Amount applicable to the Class D Notes and the Class D Adjusted Interest Payment Amount; (ii) the Note Interest Payment Amount applicable to the Class E Notes and the Class E Adjusted Interest Payment Amount; or (iii) the Note Interest Payment Amount applicable

to the Class F Notes and the Class F Adjusted Interest Payment Amount is attributable to an increase of the weighted average margin of the Notes, the interest due and payable in respect of the Class D Notes, the Class E Notes or the Class F Notes (as applicable) shall be capped at the relevant Adjusted Interest Payment Amount. Amounts of interest that would otherwise be represented by any such difference shall be extinguished on such Note Payment Date and the affected Class D Noteholders, Class E Noteholders and Class F Noteholders will have no claim against the Issuer in respect thereof. An independent decision should be made by prospective Noteholders as to the appropriate prepayment assumptions to be used when deciding whether to purchase any Note.

Risks relating to expected and final maturity of the Notes

The Securitised Loan may not be fully repaid or refinanced by the Expected Note Maturity Date or the Final Note Maturity Date of the Notes. This means that the Notes may not be repaid by either of those dates.

Pursuant to the terms of the Facility Agreement, the Company may exercise, subject to satisfying certain conditions, the First Loan Extension Option and the Second Loan Extension Option, each exercisable on a date which is not less than 30 and not more than 90 days prior to the then current Loan Repayment Date. The First Loan Extension Option allows the Company to extend the Loan Repayment Date by a period of 12 months from the Initial Loan Repayment Date. Subject to the First Loan Extension Option having been exercised, the Second Loan Extension Option allows the Company to further extend the Loan Repayment Date to a date which is 24 months from the Initial Loan Repayment Date (being 12 months from the Loan Repayment Date following the exercise of the First Loan Extension Option).

After the relevant Loan Repayment Date (including where the Loan Repayment Date is extended, whether pursuant to the First Loan Extension Option or the Second Loan Extension Option), if a Loan Event of Default occurs, the Loan Security may not be fully realised. This is most likely to arise in situations where prevailing market conditions are such that realisations in respect of a Property or Properties made on or before the Final Note Maturity Date of the Notes are likely to be lower than under current market conditions. In any case, this might result in a failure by the Issuer to repay the Notes on or prior to the Final Note Maturity Date.

If (a) any part of the Securitised Loan remains outstanding six months prior to the Final Note Maturity Date (the **Note Maturity Plan Trigger Date**) and (b) in the opinion of the Special Servicer, all recoveries then anticipated by the Special Servicer with respect to the Securitised Loan (whether by enforcement of the related Loan Security or otherwise) are unlikely to be realised in full prior to the Final Note Maturity Date, the Special Servicer will be required to prepare a draft Note Maturity Plan no later than 45 days after the Note Maturity Plan Trigger Date and present the same to the Issuer, the Note Trustee and the Issuer Security Trustee.

Upon receipt of the draft Note Maturity Plan, the Issuer will convene a meeting of the Noteholders at which the Noteholders will have the opportunity to discuss the various proposals contained in the draft Note Maturity Plan with the Special Servicer. Following such meeting, the Special Servicer will have the opportunity to modify the draft Note Maturity Plan to address the views of Noteholders (subject to the Servicing Standard) following which it shall (x) provide a final Note Maturity Plan to the Issuer, the Rating Agencies, the Note Trustee and the Issuer Security Trustee and (y) request that the Issuer provide the Noteholders and the Class X Certificateholders with a final Note Maturity Plan.

Upon receipt of the final Note Maturity Plan, the Issuer will convene a meeting of the Noteholders of the Most Senior Class of Notes then outstanding to select (by way of Ordinary Resolution) their preferred option among the proposals set out in the final Note Maturity Plan. The proposal that receives the approval of the holders of the Most Senior Class of Notes then outstanding by way of Ordinary Resolution at such meeting will be implemented by the Special Servicer. If no proposal in the final Note Maturity Plan receives the approval of the Noteholders of the Most Senior Class of Notes then outstanding by way of Ordinary Resolution at such meeting, then the Issuer Security Trustee will be deemed to be directed by all the Noteholders to appoint a receiver (to the extent applicable) to realise the security created pursuant to the Issuer Deed of Charge as soon as practicable upon such right becoming exercisable. However, the Issuer Security Trustee will have no obligation to do so if it shall not have been indemnified and/or secured and/or prefunded to its satisfaction. Such realisation may be undertaken in unfavourable market conditions which may reduce the amount recovered by the Issuer Security Trustee and hence the amount available to redeem the Notes and any overdue interest and other payments on the Notes.

Subordination

Payments of interest and principal to Noteholders will be made in the priorities set out in the relevant Issuer Priority of Payments. As a result of such priorities, any losses on the Securitised Loan will be borne first by the Class F Notes, second by the Class E Notes, third by the Class D Notes, fourth by the Class C Notes, fifth by the Class B Notes and sixth by the Class A Notes, except that payments of Note Excess Amounts in respect of a Class of Notes will be subordinated to payments of interest (other than Note Excess Amounts in respect of more junior ranking classes of Notes), in accordance with the Pre-Acceleration Interest Priority of Payments (See "*Cashflow and Issuer Priority of Payments – Issuer Priorities of Payments*"). As a result of this subordination structure and other risks, under certain circumstances investors in one or more Classes of Notes may not recover their initial investment.

Prior to the occurrence of a Class X Trigger Event, the Class X Certificates receive the Class X Distribution Amount on each Note Payment Date *pari passu* and *pro rata* with payments of interest and any Note Prepayment Fee Amounts on the Class A Notes. Although this payment is not subordinated to payments on the other Classes of Notes, subordination is created by virtue of the method by which the Class X Distribution Amount amounts payable on the Class X Certificates are calculated. If there were insufficient funds available to make payments of interest, the Class X Distribution Amount would be zero. See Class X Certificates Condition 6 (*Distributions*). Following the occurrence of a Class X Trigger Event, payment of Class X Distribution Amounts will be subordinated to the payments of interest on all Classes of Notes. Such amounts will only be paid if there are sufficient Issuer Available Funds on the relevant Note Payment Date to pay such amounts on such Note Payment Date after all the prior ranking items have been paid or provided for.

Certain amounts payable by the Issuer to other Issuer Secured Creditors such as the Servicer, the Special Servicer, any Paying Agent, the Issuer Account Bank, the Issuer Cash Manager, the Note Trustee, the Issuer Security Trustee and the Liquidity Facility Provider rank in priority to payments of principal and interest on the Notes, both before and after the occurrence of a Note Event of Default and/or the service of a Note Acceleration Notice.

Absence of operating history of the Issuer; reliance on agents

The Issuer is a recently formed special purpose public limited company incorporated in England and Wales under the Companies Act 2006 with limited liability as a public limited company whose business will consist solely of the issuance of Notes and the Class X Certificates and the entering into and performance of the Issuer Transaction Documents and related agreements and activities, as applicable. The Issuer has no operating history.

Certain of the business activities of the Issuer are to be carried out on behalf of the Issuer by agents appointed by the Issuer for such purpose. Neither the Issuer nor the Corporate Services Provider will have any role in determining or verifying the data received from the Servicer, the Special Servicer, the Issuer Account Bank, the Principal Paying Agent, any Paying Agent, the Issuer Cash Manager, the Note Trustee, the Issuer Security Trustee and any calculations derived therefrom.

Rights of the Operating Advisor in relation to the Securitised Loan

The Operating Advisor, on behalf of the Controlling Class, will have the right to require the Issuer to terminate the appointment of the person then acting as the Special Servicer and to be consulted in certain circumstances in relation to certain actions with respect to the servicing and enforcement of the Securitised Loan including, among other things, certain modifications, waivers and amendments of, or consents given under, the Securitised Loan pertaining to, among other things, the amount and timing of payments under the Finance Documents, the release of any Obligor's obligations under the Finance Documents, a waiver of any Loan Event of Default or approving any restructuring plan in relation to the insolvency of an Obligor.

Neither the Servicer nor the Special Servicer will be permitted to act upon any direction given by the Operating Advisor, or to refrain from taking any action resulting from the consultation or approval rights of the Operating Advisor, if so acting or refraining from acting would, in the Servicer's or Special Servicer's, as applicable, good faith and reasonable judgement, cause it to violate the Servicing Standard. There can be no assurance that any advice or suggestion given by the Operating Advisor and followed by the Special Servicer will ultimately maximise the recoveries on the Securitised Loan. For further details of the Operating Advisor's consultation rights, see "*Description of the servicing arrangements*". The Operating Advisor may have special relationships and interests that conflict with those of the holders of one or more classes of the Notes; the Operating Advisor

may act solely in the interests of the Controlling Class; the Operating Advisor does not have any duties to any Noteholders other than the Controlling Class; the Operating Advisor may take actions that favour the interests of the Controlling Class over the interests of the other Noteholders; the Operating Advisor will not be deemed to have been negligent or reckless, or to have acted in bad faith or engaged in wilful misconduct, by reason of its having acted solely in the interests of the Controlling Class; and the Operating Advisor will have no liability whatsoever for having acted solely in the interests of the Controlling Class, and no holder of any Class of Notes (other than the Controlling Class) may take any action whatsoever against the Operating Advisor for having so acted.

Appointment of substitute Servicer or substitute Special Servicer

The termination of the appointment of the Servicer or the Special Servicer under the Servicing Agreement will only be effective once a substitute servicer, or substitute special servicer as the case may be, has effectively been appointed (see "*Description of the servicing arrangements*" below).

There can be no assurance that a suitable substitute servicer or substitute special servicer could be found who would be willing to service the Securitised Loan and the relevant security at a commercially reasonable fee, or at all, on the terms of the Servicing Agreement (even though such agreement provides for the fees payable to a substitute servicer or substitute special servicer to be consistent with those payable generally at that time for the provision of the relevant commercial mortgage administration services).

In any event, the ability of such substitute servicer or substitute special servicer to perform such services fully would depend on the information and records then available to it. The fees and expenses of a substitute servicer or substitute special servicer performing services in this way would be payable in priority to payment of interest under the Notes.

Servicing Fee

While the Servicer is the same entity as the Loan Facility Agent, the servicer fee payable by the Issuer to the Servicer will be £1 per annum (inclusive of VAT) (the Borrower is required to pay a fee of £85,000 (exclusive of VAT) per annum to the Loan Facility Agent under the Facility Agreement). If Wells Fargo Bank, N.A., London Branch's appointment is terminated as any one of the Loan Facility Agent or the Servicer, Wells Fargo Bank, N.A., London Branch's appointment for both such roles will be terminated. This means that a replacement servicer will need to be appointed. The servicing fee payable to a replacement servicer will be an amount that does not exceed the rate then commonly charged by providers of loan servicing services in relation to commercial properties. Such an amount is likely to be higher than £1 per annum. If the Issuer has to pay a fee to a servicer of an amount higher than £1 per annum, the Issuer may have insufficient funds to enable the Issuer to pay interest or other amounts on the Notes, or to repay the Notes in full.

Conflicts between servicing entities and the Issuer

The Issuer has been advised by the Servicer and Special Servicer that each of them intends to continue to service existing and new loans for third parties and its own portfolio, including loans similar to the Securitised Loan and the Whole Loan, in the ordinary course of their respective businesses. These loans may be in the same markets or have common owners, obligors and/or property managers as the Whole Loan and the Properties. Certain personnel of the Servicer or Special Servicer, as applicable, may, on behalf of the Servicer or Special Servicer, as applicable, perform services with respect to the Securitised Loan at the same time as they are performing services, on behalf of other persons or itself, with respect to other loans in the same markets as the Properties securing the Whole Loan. In such a case, the interests of the Servicer or Special Servicer, as applicable, and their respective affiliates and their other clients may differ from and compete with the interests of the Issuer and such activities may adversely affect the amount and timing of collections on the Securitised Loan and could reduce receipts and recoveries under the Securitised Loan, which would reduce funds available to make payments of amounts due under the Notes.

In addition, affiliates of the Servicer or Special Servicer, as applicable, may actively engage in the financing of commercial property, including commercial property that competes with the Properties, and, may in the future have relationships, including financial relationships, with the equity owners of the Borrowers under the Whole Loan. Such activities and relationships may create conflicts of interest for a Servicer or Special Servicer, as applicable, in its servicing of the Securitised Loan.

Although the potential for a conflict of interest exists in these circumstances, pursuant to the terms of the Servicing Agreement, the Servicer or Special Servicer (as applicable) have agreed to act in accordance with the Servicing Standard which would require them to service such loans without regard to such affiliation.

Conflicts between the Sole Arranger, the Lead Manager, the Co-Manager and the Issuer and each of the aforementioned persons' respective Affiliates

Conflicts of interest between affiliates of the Sole Arranger, the Lead Manager and the Co-Manager that engage in the acquisition, development, operation, financing and disposition of commercial property, on one hand, and the Issuer, on the other hand, may arise because such affiliates will not be prohibited in any way from engaging in business activities similar to or competitive with those of the Borrowers. Affiliates of the Sole Arranger, the Lead Manager and the Co-Manager intend to continue to actively acquire, develop, operate, finance and dispose of property-related assets in the ordinary course of their businesses. During the course of their business activities, affiliates of the Sole Arranger, the Lead Manager and the Co-Manager may provide liquidity facility and swap counterparty services or acquire, own or sell properties or finance loans secured by properties which are in the same markets as the Property Portfolio. In such a case, the interests of such affiliates may differ from and compete with the interests of the Issuer, and decisions made with respect to such assets may adversely affect the amount and timing of distributions with respect to the Notes. In addition, the Sole Arranger, the Lead Manager and the Co-Manager and their respective affiliates may have business, lending or other relationships with, or equity investments in, obligors under loans or tenants and conflicts of interest could arise between the interests of the Issuer and the interests of the Sole Arranger, the Lead Manager and the Co-Manager and such affiliates arising from such business relationships.

The Issuer will be subject to various conflicts of interest involving the Lead Manager and/or Loan Seller

Goldman Sachs International will act as Lead Manager in respect to the Notes and could be paid fees and commissions for such service by the Issuer from the proceeds of the issuance of the Notes. Nothing shall restrict the Lead Manager or the Loan Seller and their respective affiliates from retaining any Notes acquired by them and any of their respective affiliates (if any). The same parties may realise a gain in the secondary market by selling Notes purchased by them. The Loan Seller may exercise any voting rights in respect of the Notes it holds in a manner which may be prejudicial to other Noteholders. Neither the Loan Seller nor the Lead Manager will have any responsibility for, or obligation in respect of, the Issuer and will have no obligation to own Notes on or after the Closing Date, or to retain Notes for any length of time.

Change of counterparties

The parties to the Issuer Transaction Documents who receive and hold monies or provide support to the transaction pursuant to the terms of such documents (such as the Issuer Account Bank and the Liquidity Facility Provider) are required to satisfy certain criteria in order to remain a counterparty to the Issuer.

These criteria may include requirements in relation to the short-term and long-term unguaranteed and unsecured ratings ascribed to such party by the Rating Agencies. If the party concerned ceases to satisfy the applicable criteria, including the ratings criteria detailed above, then the rights and obligations of that party (including the right or obligation to receive monies on behalf of the Issuer) may be required to be transferred to another entity which does satisfy the applicable criteria. In these circumstances, the terms agreed with the replacement entity may not be as favourable as those agreed with the original party pursuant to the relevant Issuer Transaction Document and the cost to the Issuer may therefore increase. This may reduce amounts available to the Issuer to make payments of interest on the Notes. Furthermore, it may not be possible to identify an entity with the requisite rating which will agree to act as a replacement entity at all.

In addition, should the applicable criteria cease to be satisfied, then the parties to the relevant Issuer Transaction Document may (but shall not be obliged to) agree to amend or waive certain of the terms of such document, including the applicable criteria, in order to avoid the need for a replacement entity to be appointed. The consent of Noteholders may not be required in relation to such amendments and/or waivers if any such change is in line with Rating Agency criteria and 20 per cent. of the Noteholders have not raised an objection within 30 days of notice of such amendment being served upon the Noteholders.

Ratings of Notes

The ratings assigned to the Notes by the Rating Agencies are based on the characteristics of the Securitised Loan (and the related Loan Security), the Issuer Security, the Properties and other relevant structural features of the transaction, including, among other things, the short-term and the long-term unsecured, unguaranteed and

unsubordinated debt ratings of the Liquidity Facility Provider, the Issuer Account Bank and the Initial Cap Provider. A downgrade or withdrawal of qualification of any of the ratings of the parties mentioned above may impact upon the ratings of the Notes.

These ratings reflect only the views of the Rating Agencies. A rating does not represent any assessment of the yield to maturity that a Noteholder may experience or the possibility that holders of the Notes may not recover their initial investments if unscheduled receipts of principal result from a prepayment, a default and acceleration or from the receipt of funds with respect to a compulsory purchase. The ratings assigned by Fitch address the likelihood of timely payment of interest of the Notes on each Note Payment Date and the ultimate repayment of principal on the Final Note Maturity Date. The ratings assigned by Moody's address the expected loss posed to investors by the legal final maturity. The ratings do not address the likelihood of payment of the Note Excess Amount or any Allocated Note Prepayment Fee Amount.

There can be no assurance that any such ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by any or all of the Rating Agencies as a result of changes in or unavailability of information or if, in the judgment of the Rating Agencies, circumstances so warrant. The maximum ratings achievable on the Notes are limited, *inter alia*, by the rating requirements for key counterparties such as the liquidity facility provider and the related requirements to obtain a replacement provider, guarantor or cash collateralisation following downgrade below relevant rating triggers.

Future events also, including but not limited to events affecting the Liquidity Facility Provider, the Issuer Account Bank or the Initial Cap Provider and/or circumstances relating to the Properties and/or the property market generally, could have an adverse impact on the rating of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning Rating Agency. Furthermore, there can be no assurance that the Rating Agencies will take the same view as each other, which may affect the Borrowers' ability to adapt the structure of the transaction to changes in the market over the long term.

Credit rating agencies review their rating methodologies on an on-going basis and there is a risk that changes to such methodologies will adversely affect credit ratings of the Notes even where there has been no deterioration in respect of the criteria which were taken into account when such ratings were issued.

Credit rating agencies other than the Rating Agencies could seek to rate the Notes without having been requested to do so by the Issuer. If such unsolicited ratings are lower than the comparable ratings assigned to the Notes by the Rating Agencies, those unsolicited ratings could have an adverse effect on the value of the Notes. For the avoidance of doubt and unless the context otherwise requires, any references to ratings or rating in this Prospectus are to ratings assigned by the specified Rating Agencies only.

As part of the process of obtaining ratings for notes in respect of the Notes, the Sole Arranger had initial discussions with and submitted certain materials relating to the Securitised Loan to two additional internationally recognised rating agencies other than the Rating Agencies. After submitting these materials to these additional rating agencies the Sole Arranger did not proceed to appoint those rating agencies to rate the Notes and has ultimately decided not to procure a public rating for the Notes from those rating agencies. Had the Sole Arranger selected such additional rating agencies to rate the Notes, no assurance can be given in relation to the ratings that such rating agencies would have ultimately assigned to the Notes.

It should be noted that credit rating agencies other than the Rating Agencies could seek to rate the Notes without having been requested to do so by the Issuer. If such unsolicited ratings are lower than the comparable ratings assigned to the Notes by the Rating Agencies, those unsolicited ratings could have an adverse effect on the value of the Notes. Although unsolicited ratings may be issued by any statistical rating organisation, a statistical rating organisation might be more likely to issue an unsolicited rating if it was not selected after having provided preliminary feedback to the Issuer/Sole Arranger. Unless the context otherwise requires, any references to ratings or rating in this Prospectus are to ratings assigned by the specified Rating Agencies only.

Rating Agencies' Confirmation

Where it is necessary for the Note Trustee or the Issuer Security Trustee to determine, in its opinion, for the purposes of exercising any right, power, trust, authority, duty or discretion under or in relation to the Notes, the Conditions, the Class X Certificates, the Class X Conditions or any of the Issuer Transaction Documents, whether or not such exercise will be materially prejudicial to the interests of the Noteholders or any Class of Noteholders, the Note Trustee or the Issuer Security Trustee (as applicable) will be entitled, in making such a

determination, to take into account among any other things it may, in its absolute discretion, consider necessary and/or appropriate, any Rating Agency Confirmation (if available) in respect of ratings of the Notes or, as the case may be, the Notes of a particular Class, stating that the Notes or the Notes of a particular Class will not be downgraded, withdrawn or qualified, and that, where any original rating of the Notes or, as the case may be, the Notes of a particular Class has been and continues to be downgraded, restoration of such original rating would not be prevented, as a result of such exercise.

For the avoidance of doubt, such Rating Agency Confirmation will not be construed to mean that any such exercise by the Note Trustee or the Issuer Security Trustee of any right, power, trust, authority, duty or discretion under or in relation to the Notes, the Conditions, the Class X Certificates, the Class X Conditions or any of the Issuer Transaction Documents is not materially prejudicial to the interests of the holders of the Notes or, as the case may be, the Notes of the relevant Class.

Further, the non-receipt of such Rating Agency Confirmation will not be construed to mean that any such exercise by the Note Trustee or the Issuer Security Trustee as aforesaid is materially prejudicial to the interests of the holders of the Notes or, as the case may be, the Notes of the relevant Class.

No assurance can be given that the Rating Agencies will provide any confirmation of the then current ratings if requested and there is no obligation on the Rating Agencies to do so. In addition, depending on the timing of the delivery of the request and any information needed to be provided, it may be the case that the Rating Agencies cannot provide a confirmation in the time available and, in either case, the Rating Agencies will not be responsible for the consequences thereof. However, if a confirmation is provided, it should be noted that a Rating Agency's decision to reconfirm a particular rating may be made on the basis of a variety of factors. In particular, the Noteholders should be aware that the Rating Agencies owe no duties whatsoever to any parties to the transaction (including the Noteholders) in providing any confirmation of ratings. No assurance can be given that a requirement to seek ratings confirmation will not have a subsequent impact upon the business of the Borrowers. In addition, it should be noted that any confirmation of ratings:

(a) only addresses the effect of any relevant event, matter or circumstance on the current ratings assigned by the relevant Rating Agency to the Notes;

(b) does not address whether any relevant event, matter or circumstance is permitted by the Issuer Transaction Documents and the Subscription Agreement; and

(c) does not address whether any relevant event, matter or circumstance is in the best interests of, or prejudicial to, some or all of the Noteholders or the other Issuer Secured Creditors.

No assurance can be given that any such reconfirmation will not be given in circumstances where the relevant proposed matter would materially adversely affect the interests of Noteholders of a particular class.

The Rating Agencies, in assigning credit ratings, do not comment upon the interests of the holders of securities (such as the Notes).

It is possible that modifications and/or amendments (including, without limitation, Basic Terms Modifications) may be made without having obtained a Rating Agency Confirmation from the Rating Agencies then rating the Notes (refer to Condition 15.6 (*Rating Agency Confirmation*) for details). However, if in connection with any such matter, the agreement or consent of the Issuer Security Trustee or the Note Trustee is required, it is also possible that the Issuer Security Trustee and/or the Note Trustee, as applicable, will not provide such agreement or consent in the absence of such Rating Agency Confirmation.

Rating Agency Confirmation means a written confirmation from each Rating Agency then rating the Notes that:

(a) the then current ratings of each (or the relevant) Class of Notes rated thereby will not be qualified, downgraded or withdrawn as a result of certain matters; or

(b) if the original rating of the relevant Class of Notes has been downgraded previously, that certain matters will not prevent the restoration of such original rating of such Class of Notes,

it being acknowledged that there is no obligation on any Rating Agency to provide any such confirmation.

Modifications to the Issuer Transaction Documents required to comply with Rating Agency criteria

The Conditions provide that if the Issuer is of the opinion (following discussions with the applicable Rating Agencies or otherwise) that any modification (other than a Basic Terms Modification or a Class X Entrenched Right) is required to be made to the Issuer Transaction Documents and/or the Conditions in order to comply with any criteria of the Rating Agencies which may be published after the Closing Date, it may make any such amendment (and all Noteholders will be deemed to have consented to the modifications) if Noteholders representing at least 20 per cent. of the aggregate Principal Amount Outstanding of the Notes then outstanding have not contacted the Issuer in writing to reject the proposed amendments within 30 calendar days from service of notice of the amendments.

The Note Trustee shall (except in limited circumstances), without seeking any further consent or sanction of any of the Noteholders, the Class X Certificateholders or any other Issuer Secured Creditors and irrespective of whether such modifications are or may be materially prejudicial to the interests of the Noteholders of any Class, the Class X Certificateholders or any other parties to any of the Issuer Transaction Documents, concur with the Issuer, in making the proposed modifications to the Issuer Transaction Documents and/or the Conditions. There can be no assurance that such modifications would not increase the costs of the Issuer or reduce the returns to Noteholders.

Modifications and waivers without Noteholder consent

The Conditions of the Notes provide that, without the consent of any of the Noteholders of any Class or the Class X Certificateholders of either Class, the Note Trustee may agree:

(a) to any modification (except a Basic Terms Modification and without prejudice to Class X Entrenched Rights) of the Conditions of the Notes, the Class X Conditions or any of the Issuer Transaction Documents which, in the opinion of the Note Trustee, is not materially prejudicial to the interests of the holders of any Class of Notes (or, if no Notes remain outstanding, the holders of either Class of the Class X Certificates); or

(b) to any modification of the Notes, the Class X Certificates or any of the Issuer Transaction Documents which, in the opinion of the Note Trustee, is:

  (i) to correct a manifest error or an error proven to the satisfaction of the Note Trustee; or

  (ii) of a formal, minor or technical nature.

The Note Trustee may also, without the consent or sanction of the Noteholders or the Class X Certificateholders, and without prejudice to its rights in respect of any subsequent breach, condition, event or act, waive or authorise on such terms and subject to such conditions as it shall deem fit and proper, any breach or proposed breach by the Issuer or any other party thereto of any of the covenants or provisions contained in any Issuer Transaction Documents, or determine that any condition, event or act which constitutes a Note Event of Default, or a Potential Note Event of Default shall not be treated as such. Such right is exercisable by the Note Trustee only if (and in so far) as in its opinion the interests of the Noteholders of each Class of Notes (or, if no Notes remains outstanding, the holders of each Class of the Class X Certificates) are not materially prejudiced.

There can be no assurance that each Noteholder concurs with any such modification or waiver by the Note Trustee.

Risks relating to the rights of Noteholders, Extraordinary Resolutions and Noteholder Meetings

Except as described below and elsewhere in this Prospectus, investors in the Notes do not have the right to make decisions with respect to the administration of the Issuer or the exercise of its rights or obligations under the Issuer Transaction Documents and the Finance Documents. These decisions will generally be made, subject to the terms of the relevant Issuer Transaction Document, by the Servicer or the Special Servicer or, in certain limited cases, by the Note Trustee. Any decision made by any of these parties in accordance with the terms of the relevant Issuer Transaction Document, may be contrary to the decision any particular investor would have made and may negatively affect the interest of any such investor.

Generally, Noteholders will have the ability to act only through Noteholder resolutions. The provisions of the Issuer Transaction Documents relating to the convening of meetings of Noteholders and the passing of Extraordinary Resolutions and Ordinary Resolutions differ from the equivalent provisions in the documentation

for many comparable commercial mortgage backed securitisations, particularly comparable securitisations which closed prior to the onset of the global financial crisis in the summer of 2007. In particular, notice periods for convening such meetings may be shorter and the majority required to pass Extraordinary Resolutions and Ordinary Resolutions may be lower or higher than those applicable in other securitisation transactions (see "*Risks relating to Noteholder meetings*" below).

The Issuer Transaction Documents provide for Extraordinary Resolutions and Ordinary Resolutions to be deemed to be passed by Negative Consent (see "*Risks relating to Negative Consent of Noteholders*" below).

Noteholders should be aware that unless they have made arrangements to promptly receive notices sent to Noteholders from any custodians or other intermediaries through which they hold their Notes and give the same their prompt attention, meetings may be convened and Extraordinary Resolutions or Ordinary Resolutions (including in relation to the Note Maturity Plan, see "*Risks relating to expected and final maturity of the Notes*" above), may be considered and resolved or deemed to be passed without their involvement.

Prospective investors (and particularly those considering investing in more junior Classes of Notes) should, therefore, pay particular attention to the terms referred to above when considering whether or not to invest in the Notes as their rights may differ from those available to them under comparable securitisations.

Rights available to holders of Notes of different Classes

In performing its duties and exercising its powers as Note Trustee, the Note Trustee will, except where expressly provided, have regard to the interests of all of the Noteholders as a single Class. Where there is a conflict between the interests of the holders of one Class of Notes and the holders of another Class of Notes, the Note Trustee will only have regard to the interests of the holders of the Most Senior Class of Notes in respect of which the conflict arises, subject as provided in the Note Trust Deed and the Conditions.

Prospective investors in more junior Classes of Notes should, therefore, be aware that conflicts with more senior Classes of Notes will be resolved in favour of the latter Classes. This could adversely affect the value and recoveries of more junior Classes of Notes.

Risks relating to Noteholder meetings

A meeting of the Noteholders may be held on 14 clear days' notice. The requisite quorum for a meeting to consider Ordinary Resolutions is one or more persons holding Notes, or representing Noteholders of that Class or those Classes, representing at least 50 per cent. of the Principal Amount Outstanding of the relevant Class or Classes of Notes.

The quorum for considering an Extraordinary Resolution (other than a Basic Terms Modification) requires one or more persons holding Notes, or representing Noteholders of that Class or those Classes, representing 75 per cent. of the Principal Amount Outstanding of the relevant Class of Notes. The quorum for considering an Extraordinary Resolution enabling a Basic Terms Modification requires one or more persons holding Notes, or representing Noteholders of that Class or those Classes, representing 75 per cent of the Principal Amount Outstanding of the relevant Class of Notes.

An adjourned meeting of the Noteholders may be held on 7 clear days' notice. The requisite quorum for such a meeting is (i) in respect of a Basic Terms Modification, one or more persons holding Notes or representing Noteholders of that Class or those Classes, representing 50 per cent. of the Principal Amount Outstanding of the relevant Class or Classes of Notes and (ii) in respect of any other matter, one or more persons holding Notes or representing Noteholders of that Class or those Classes, representing 25 per cent. of the Principal Amount Outstanding of the relevant Class of Notes.

As a result of these requirements, it is possible that a valid Noteholder meeting may be held without the attendance of Noteholders who may have wished to attend and/or vote.

Risks relating to Negative Consent of Noteholders

An Extraordinary Resolution (other than an Extraordinary Resolution relating to a Basic Terms Modification, the waiver of any Note Event of Default, the acceleration of the Notes or the enforcement of the Issuer Security or in respect of any of the Class X Entrenched Rights) or an Ordinary Resolution (other than an Ordinary Resolution relating to a Note Maturity Plan) may be passed by the Negative Consent of the relevant Noteholders

i.e. without any Noteholders having voted in favour of such resolution as long as holders in respect of a sufficient principal amount of Notes have not voted against such resolution.

Subject to certain exceptions, an Extraordinary Resolution or an Ordinary Resolution, as applicable will be deemed to have been passed by a Class of Notes unless, within 30 days of the requisite notice being given by the Issuer, the Note Trustee, any Paying Agent, the Servicer or the Special Servicer to such Class of Noteholders (in accordance with the provisions of Condition 18 (*Notice to Noteholders*) and in all cases also through the systems of Bloomberg L.P., or in such other manner as may be approved in writing by the Note Trustee), (i) in the case of an Extraordinary Resolution, the holders of 25 per cent. or more in aggregate of the Principal Amount Outstanding of the Notes of such Class or (ii) in the case of an Ordinary Resolution, the holders of 50 per cent. or more in aggregate of the Principal Amount Outstanding of the Notes of such Class, inform the Note Trustee in the prescribed manner of their objection to such Extraordinary Resolution or Ordinary Resolution, as applicable.

Therefore, it is possible that an Extraordinary Resolution could be deemed to be passed without the vote of any Noteholders or even if holders of up to 24.99 per cent. in aggregate of the Principal Amount Outstanding of the relevant Class of Notes objected to it and it is possible that an Ordinary Resolution could be deemed to be passed without the vote of any Noteholders or even if holders of up to 49.99 per cent. in aggregate of the Principal Amount Outstanding of the relevant Class of Notes objected to it.

Related parties may purchase Notes and Class X Certificates

Related parties, including the Servicer or the Special Servicer, if applicable, may purchase all or part of one or more Classes of Notes and Class X Certificates. A purchase by the Servicer or the Special Servicer, if applicable, could cause a conflict between such entity's duties pursuant to the Servicing Agreement and its interest as a holder of a Note or a Class X Certificate, especially to the extent that certain actions or events have a disproportionate effect on one or more Classes of Notes and Class X Certificates. The Servicing Agreement provides that the Securitised Loan is required to be administered in accordance with the Servicing Standard without regard to ownership of any Note or Class X Certificate by the Servicer or any Special Servicer, if applicable, or any affiliate thereof.

Similarly, the Obligors, the Sponsor or affiliates of the Obligors or the Sponsor may purchase Notes or Class X Certificates. If any of the Obligors, the Sponsor or their respective affiliates became a Noteholder, such Obligor or the Sponsor (or any of their respective affiliates), would be a Disenfranchised Holder in accordance with Condition 15.7 (*Disenfranchised Holder*), and as a result would not be permitted to exercise any voting, objecting or directing rights attaching to any Notes (or be counted in or towards any required quorum or majority).

Class X Entrenched Rights

Certain actions taken by the Note Trustee (being the Class X Entrenched Rights) at any time prior to the Final Note Maturity Date will require the consent of the Class X Certificateholders. There can be no assurance that the Class X Certificateholders will provide consent to any such modification in a timely manner or at all. A Class X Certificateholder may act solely in the interests of itself and does not have any duties to any Noteholders (see Condition 4.1(g) (*Status and relationship between the Notes and the Class X Certificates*) of the Class X Certificates Conditions).

Absence of secondary market; limited liquidity

Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List and to trading on the Main Securities Market.

However, if granted, there can be no assurance that a secondary market in the Notes will develop or, if it does develop, that it will provide Noteholders with liquidity of investment, or that it will continue for the life of the Notes. Consequently, any purchaser of the Notes must be prepared to hold such Notes for an indefinite period of time or until final redemption or maturity of such Notes. Lack of liquidity could result in a significant reduction in the market value of the Notes.

In addition, the market value of the Notes may fluctuate with changes in prevailing rates of interest and the performance of the Whole Loan. Consequently, any sale of Notes by Noteholders in any secondary market which may develop may be at a discount to the original purchase price of those Notes.

The credit crisis and real estate market effects on the value of CMBS

The Properties are logistics properties located in the United Kingdom. Accordingly, the Notes will be affected by market trends which affect commercial mortgage-backed securities (**CMBS**) in general. Past events in the real estate and securitisation markets, and in the debt markets and the economy generally, have caused significant dislocations, illiquidity and volatility in the markets for CMBS and securities backed by mortgages on commercial properties as well as in the wider global financial markets.

Declining real estate values, coupled with diminished availability of leverage and/or refinancing for commercial real estate resulted in increased delinquencies and defaults on commercial mortgage loans. In addition, the related downturn in the general economy affected the financial strength of many commercial real estate tenants and resulted in increased rent delinquencies and increased vacancies. Another similar downturn may again lead to increased vacancies, decreased rents or other declines in income from, or the value of, commercial real estate, which would likely have an adverse effect on CMBS that are backed by mortgages on such commercial real estate. There can be no assurance that any such dislocation in the CMBS market will not occur again in the future, causing the Properties and/or the value of the Notes to potentially decline in value. Notwithstanding the specific characteristics of the Properties, the market value of the Notes may be adversely affected by market perceptions of CMBS generally.

The ability of the Borrowers to make payments when due on the Whole Loan will depend on the rental value and occupancy rates of the Properties which are also subject to local economic factors. Any future economic downturn may adversely affect the financial resources of the Borrowers and may result in the inability of the Borrowers to make principal and interest payments on the Whole Loan, or to refinance the Whole Loan when due. In the event of default by the Borrowers under the Whole Loan, the Issuer may suffer a partial or total loss. Materially increased levels of delinquency or loss on the Properties would have an adverse effect on the payments of principal and interest received by holders of the Notes.

In addition to credit factors directly affecting CMBS, the potential fallout from a similar downturn in the commercial mortgage-backed securities market and markets for other asset backed and structured products may also affect the CMBS market by contributing to a decline in the market value and liquidity of securitised investments such as CMBS. The deterioration of other structured products markets may adversely affect the value of CMBS. Even if CMBS are performing as anticipated, the value of such CMBS in the secondary market may nevertheless decline as a result of deterioration in general market conditions or in the market for other asset backed or structured products.

The effects of a volatile economy and a repeat of the credit crisis era market conditions may lead to an increase in loan defaults and may affect the value and liquidity of the Notes

The global economy experienced a significant recession and many economies continue to experience on-going volatility as a result of the credit crisis and European sovereign debt crisis. Disruption in the credit markets, including dampened investor demand for CMBS and other asset-backed securities and structured financial products may re-emerge. As described below under "*Performance risk*" a material worsening in economic conditions in the locations in which Properties are situated could increase tenant defaults at the Properties within the Property Portfolio thereby adversely affecting the amounts received by the Issuer under the Securitised Loan and consequently the amounts paid to Noteholders.

During the credit crisis, the lack of credit liquidity, decreases in both the sale and rental value of commercial properties, lower occupancy rates and, in some instances, correspondingly higher lending rates prevented many commercial mortgage borrowers from refinancing their loans. These circumstances increased delinquency and default rates of securitised commercial mortgage loans. In addition, the declines in real estate values resulted in reduced borrower equity, hindering the ability of borrowers to refinance in an environment of increasingly restrictive lending standards and giving them less incentive to cure delinquencies and avoid enforcement. Higher loan-to-value ratios also resulted in lower recoveries on foreclosure, and an increase in loss severities above those that would have been realised had property values remained the same or continued to increase. Defaults, delinquencies and losses further decreased property values, thereby resulting in additional defaults by commercial mortgage borrowers, further credit constraints, further declines in property values and further adverse effects on the perception of the value of CMBS. While the economic situation has materially improved since the crisis began, another similar downturn may again lead to similar economic and credit issues which affect the Property Portfolio and, accordingly, the value of the Notes.

Many commercial mortgage lenders tightened their loan underwriting standards, which reduced the availability of mortgage credit to prospective borrowers. These developments contributed to a weakening in the commercial real estate market as these adjustments, among other things, inhibited refinancing and reduced the number of potential buyers of commercial real estate. Accordingly, various local real estate markets and different real estate asset classes experienced varying levels of interest from prospective mortgage lenders. The effects of these varying levels of lending interest may contribute to further delinquencies and losses on certain commercial mortgage loans.

The global markets have seen an increase in volatility due to uncertainty surrounding the level and sustainability of sovereign debt of certain countries in the euro area, including Greece, Cyprus, Spain, France, Portugal, Ireland and Italy. There can be no assurance that this uncertainty will not lead to further disruption of the credit markets in Europe. In addition, recently-enacted (and future) financial reform legislation in Europe could adversely affect the availability of credit for commercial real estate.

Investors should consider that general conditions in the areas where the Properties are located may adversely affect the performance of the Whole Loan and accordingly the performance of the Notes and the general availability of commercial real estate financing will directly affect the ability of the Borrowers to repay the Whole Loan on maturity. In addition, in connection with all the circumstances described above, investors should be aware in particular that:

(a) such circumstances may result in substantial delinquencies and defaults on the Securitised Loan and may adversely affect the amount of Liquidation Proceeds (which may be net of any liquidation fee which may be due and payable from such Liquidation Proceeds under the terms of the Servicing Agreement and in accordance with the relevant Issuer Priority of Payments, as more fully described in the section "*Description of certain Issuer Transaction Documents – Description of the servicing arrangements*"). For the avoidance of doubt, any such sale shall include a sale made pursuant to any solvent liquidation process that results from a consensual arrangement between the Borrowers and the Servicer or, as applicable, the Special Servicer;

(b) the value of all or part of the Property Portfolio may decline and such declines may be substantial and occur in a relatively short period following the Closing Date, directly affecting the ability of the Borrowers to realise value by selling a Property and its ability to obtain finance to refinance the Securitised Loan. Such declines may or may not occur for reasons largely unrelated to the circumstances of any particular Property;

(c) if a Noteholder decides to sell its Notes, it may be unable to do so or may be able to do so only at a substantial discount from the price originally paid; this may be the case for reasons unrelated to the then current performance of the Notes or the Securitised Loan and this may be the case within a relatively short period following the issuance of the Notes;

(d) if the Securitised Loan defaults, then the return on the Notes may be substantially reduced notwithstanding that Liquidation Proceeds may be sufficient to result in the repayment of the principal of and accrued interest on the Notes. An earlier than anticipated repayment of principal (even in the absence of losses) in the event of a default in advance of the maturity date would tend to shorten the weighted average period during which interest is earned on Noteholders' investments and if any Class of Notes is purchased at a premium then in such case, the actual yield to maturity on that Class of Notes may be lower than assumed at the time of the purchase. A later than anticipated repayment of principal (even in the absence of losses) in the event of a default upon the maturity date would tend to delay the receipt of principal and the interest on the Notes may be insufficient to compensate Noteholders for that delay and if any Class of Notes is purchased at a discount then in such case the actual yield to maturity on that Class of Notes may be lower than assumed at the time of the purchase;

(e) even if Liquidation Proceeds received in respect of the Securitised Loan are sufficient to cover the principal and accrued interest on the same, the Issuer may experience losses in the form of special servicing fees and other expenses, and Noteholders may bear losses as a result of such additional fees and other expenses the Issuer has to bear, and their yield will be adversely affected by such losses;

(f) the time periods within which the Securitised Loan will be repaid following the occurrence of a default may take a considerable amount of time, and those periods may be further extended because of the insolvency of the Borrowers and related litigation; and

(g) even if Noteholders intend to hold their Notes, depending on the circumstances of particular Noteholders, Noteholders may be required to report declines in the value of their holdings in the Notes, and/or record losses, on their financial statements or regulatory or supervisory reports, and/or repay or post additional collateral for any secured financing, hedging arrangements or other financial transactions that they have entered into that are backed by or make reference to the Notes, in each case as if the Notes were to be sold immediately.

Availability of Liquidity Facility

Pursuant to the terms of the Liquidity Facility Agreement, the Issuer will make and apply the drawings under the Liquidity Facility Agreement to meet any of the following shortfalls in the funds available to it as determined from time to time by the Issuer Cash Manager: (a) an Expenses Shortfall; (b) an Interest Shortfall; or (c) a Property Protection Shortfall, each as more fully described in the section "*Description of certain Issuer Transaction Documents – The Liquidity Facility Agreement*". The amount available to be drawn under the Liquidity Facility, on any Note Payment Date may be less than the Issuer would have received had full and timely payments been made in respect of all amounts owing to the Issuer during the related Loan Payment Period. In addition, the Issuer is exposed to the risk of the Liquidity Facility Provider becoming insolvent. In such circumstances, insufficient funds may be available to the Issuer to pay in full interest due on the Notes.

In respect of amounts payable on the Notes, Liquidity Facility will only be available to fund shortfalls in respect of interest. Save where the Class E Notes or Class F Notes are the Most Senior Class of Notes, Liquidity Drawings in respect of the Class E Notes and/or the Class F Notes are limited to no more than 20 per cent. of the Liquidity Commitment under the Liquidity Facility. Subject to this, Interest Drawings under the Liquidity Facility may be utilised to cover any shortfall in the Interest Available Funds and Surplus Principal Funds to pay the Note Interest Payment Amounts in accordance with paragraphs (h) to (m) (inclusive) of the Pre-Acceleration Interest Priority of Payments (after making the payments of a higher priority).

The Liquidity Facility cannot be drawn to cover shortfalls in funds available to the Issuer to pay amounts in respect of, amongst others, principal, Allocated Note Prepayment Fee Amount, Note Excess Amount or amounts payable on the Class X Certificates. Following the earliest to occur of (i) the Final Note Maturity Date, (ii) the redemption in full of the Notes, and (iii) a Liquidity Facility Event of Default, then no more Liquidity Drawings can be made. The amount available for drawdown under the Liquidity Facility as of the Closing Date is £50,000,000 and thereafter will decrease as the Principal Amount Outstanding of the Notes decreases, as set out under "*Description of certain Issuer Transaction Documents – The Liquidity Facility Agreement*" below.

In addition, the Liquidity Commitment will be reduced if an Appraisal Reduction occurs in relation to the Whole Loan by multiplying the Appraisal Reduction Factor by the amount then available under the Liquidity Facility. If an Appraisal Reduction occurs in relation to the Whole Loan, the Issuer Cash Manager shall calculate and confirm the new Liquidity Commitment in writing to the Issuer, the Issuer Security Trustee, the Liquidity Facility Provider and the Rating Agencies.

Risks relating to the deferral of interest and Note Excess Amount on certain Classes of Notes

If, on any Note Payment Date prior to delivery of a Note Acceleration Notice, there are insufficient Interest Available Funds and Surplus Principal Funds available to the Issuer to pay accrued interest on any Class of Notes (other than accrued interest on the Most Senior Class of Notes then outstanding) or Note Excess Amounts, such failure to pay interest or Note Excess Amounts will not constitute a Note Event of Default as the Issuer's liability to pay such accrued interest and/or Note Excess Amounts (to the extent of the insufficiency) will be deferred until the earlier of (a) the next following Note Payment Date on which the Issuer has, in accordance with the relevant Issuer Priority of Payments, sufficient funds available to pay such deferred amounts and (b) the date on which the relevant Notes are due to be redeemed in full. Any such deferral will not constitute a Note Event of Default.

Failure to pay interest (but not Note Excess Amounts) on the Most Senior Class of Notes will constitute a Note Event of Default under the Notes which may result in the Issuer Security Trustee enforcing the Issuer Security.

There is a risk that any deferred interest or Note Excess Amounts may not be paid to the relevant Noteholders on maturity of the Notes (please see "*Risks relating to the sufficiency of the assets of the Issuer*").

Definitive Notes and denominations in integral multiples

The Notes have a denomination consisting of a minimum authorised denomination of £100,000 plus higher integral multiples of £1,000. Accordingly, it is possible that the Notes may be traded in amounts in excess of the minimum authorised denomination that are not integral multiples of such denomination. In such a case, if definitive Notes are required to be issued, a Noteholder who holds a principal amount less than the minimum authorised denomination at the relevant time may not receive a definitive Note in respect of such holding and may need to purchase a principal amount of Notes such that their holding amounts to the minimum authorised denomination (or another relevant denomination amount).

Risks associated with floating rate Notes

The yield to maturity on the Notes will be highly sensitive to changes in the levels of LIBOR, such that decreasing levels of LIBOR will have a negative effect on the yield to maturity of the holders of such Notes. In addition, prevailing market conditions may increase the spread above LIBOR, at which comparable securities are being offered, which would cause the relevant Classes of Notes to decline in value. Investors in the Notes should consider the risk that lower than anticipated levels of LIBOR could result in lower yields to investors than the anticipated yields and the risk that increased spreads above LIBOR could result in a lower value of the Notes. See "*Ongoing investigations concerning LIBOR*" below.

Risks relating to the calculation of amounts and payments

Elavon Financial Services Limited, UK Branch, as the Issuer Cash Manager under the Issuer Transaction Documents, will rely on the Servicer and/or the Special Servicer to provide it with information on the basis of which it will make the determinations required to calculate payments due on the Notes of each Class and the Class X Certificates on each Calculation Date as described in "*Cashflow and Issuer Priority of Payments*". If the Servicer or, as the case may be, the Special Servicer, fails to provide the relevant information to the Issuer Cash Manager (or fails to do so within the required timeframe), the Issuer Cash Manager may not be able to accurately calculate amounts due to Noteholders or Class X Certificateholders on the related Note Payment Date.

Pursuant to the Issuer Cash Management Agreement, if such a situation arises, the Issuer Cash Manager will make its determinations based on the information it does have in connection with payments due on the Notes and the Class X Certificates on the relevant Note Payment Date. If the Issuer Cash Manager does not have sufficient information to make such determinations, it can make its determinations based on the information provided to it by the Servicer or, as the case may be, the Special Servicer on the three preceding Calculation Dates and will not be liable to any person (in the absence of negligence, fraud or wilful default) for the accuracy of such determinations. There can, however, be no assurance that determinations made on this basis will accurately reflect amounts then due to Noteholders or Class X Certificateholders.

The Conditions of the Notes and the Class X Certificates Conditions provide that if, for whatever reason, an incorrect payment is made to any party entitled thereto (including the Noteholders of any Class or, as applicable, any Class X Certificateholder) pursuant to the relevant Pre-Acceleration Interest Priority of Payments, the Pre-Acceleration Principal Priority of Payments or the Post-Acceleration Priority of Payments, as applicable, the Issuer Cash Manager will rectify the same by increasing or reducing payments to such party (including the Noteholders of any Class or, as applicable, any Class X Certificateholder), as appropriate, on each subsequent Note Payment Date or Note Payment Dates to the extent required to correct the same. Where such an adjustment is required to be made, the Issuer Cash Manager will notify Noteholders and the Class X Certificateholders of the same in accordance with the terms of Condition 18 (*Notice to Noteholders*) of the Notes and Condition 18 (*Notice to Class X Certificateholders*) of the Class X Certificates, respectively.

Accordingly, Noteholders should be aware that in such situations increased or reduced payments may be made.

Additionally, any person purchasing Notes from an existing Noteholder should make due enquiries as to whether such Noteholder has received an incorrect payment. None of the Issuer or the Issuer Related Parties will have any liability to any Noteholder for any losses suffered as a result of an adjustment relating to an incorrect payment made before such Noteholder acquired the Notes.

Risks relating to the calculation of the rate of interest

The rate of interest on the Notes is based on Note LIBOR, plus the Relevant Margin, and the rate of interest on the Securitised Loan is based on a reference rate of Loan LIBOR, respectively, plus the Loan Margin. Although

Note LIBOR and Loan LIBOR, are, in each case, calculated in the normal course on the same day (the Note Interest Determination Date in respect of the Notes and the Quotation Day in respect of the Securitised Loan) by reference to screen rates provided by the same screen page, and should therefore be the same, there can be no assurance that a market disruption event will not occur which causes the relevant screen rates provided by such reporting services to become unavailable. In such case, Loan LIBOR and/or Note LIBOR may be required to be determined by the fall-back provisions contained in the Facility Agreement or, as applicable, the Conditions. These fall-back provisions differ in certain respects which could have the unintended effect of producing different values as between Loan LIBOR and Note LIBOR or as compared to ICE LIBOR, as applicable.

Workout Fees and Liquidation Fees

If a Specially Serviced Loan becomes a Corrected Loan, the Special Servicer will be entitled to a Workout Fee. In addition, upon the sale of any Property following enforcement of any Specially Serviced Loan, and subject to certain additional conditions, the Special Servicer will be entitled to receive a Liquidation Fee. Pursuant to the terms of the Facility Agreement, each Obligor is required to indemnify each Finance Party against any cost, loss or liability incurred by that Finance Party as a result of the occurrence of any Loan Event of Default, any failure by an Obligor to pay any amount due under a Finance Document on its due date, any funding, or making arrangements to fund, the requested Whole Loan but which is not made (other than by reason of default or negligence by a Finance Party), any liability under any environmental law relating (directly or indirectly) to any Property or any other asset owned by an Obligor, the Whole Loan (or part of the Whole Loan) not being prepaid in accordance with a notice of prepayment given by or on behalf of any Borrower, or any litigation commenced by any person against a Finance Party or any Obligor in connection with any transaction contemplated by the Finance Documents unless such cost, loss or liability is caused by a breach of law or of any Finance Document by, or the gross negligence, fraud or wilful misconduct of, the relevant Finance Party.

However, it cannot be assured that the Finance Parties, including the Issuer, would be able to recover from the Obligors, sufficient payments under any such indemnity to cover all Workout Fees and/or Liquidation Fees incurred. Since payments of Workout Fees and Liquidation Fees will be made by the Issuer in accordance with the relevant Issuer Priority of Payments and will be made in priority to amounts due to the Noteholders, depending on the amount of enforcement proceeds realised following enforcement of any Specially Serviced Loan, payment of any Workout Fees and/or Liquidation Fees may reduce amounts available to pay to the Noteholders.

Negative LIBOR rate

The Issuer is exposed in certain circumstances to the risk that at any time the weighted average of overnight sterling London interbank offered rate as administered by ICE Benchmark Administration Limited (**ICE LIBOR**) as evidenced by the relevant screen rate will be less than zero. Pursuant to the Issuer Cash Management Agreement, the Issuer Account Bank agreed to pay to the Issuer interest on amounts standing to the credit of the Issuer Accounts held with it by the Issuer at the rate set by the Issuer Account Bank from time to time. However, if at any time ICE LIBOR is less than zero the Issuer will be required to pay to the Issuer Account Bank such additional charges or fees for holding funds as the Issuer Account Bank may notify the Issuer from time to time.

No regulation of the Issuer by any regulatory authority

The Issuer is not required to be licenced or authorised under any current securities, commodities or banking laws of its jurisdiction of incorporation. There is no assurance, however, that regulatory authorities in one or more jurisdictions would not take a contrary view regarding the applicability of any such laws to the Issuer. The taking of a contrary view by such regulatory authority could have an adverse impact on the Issuer or the holders of Notes.

Ongoing investigations concerning LIBOR

Regulators and law-enforcement agencies from a number of governments, including entities in the United States, Japan, Canada and the United Kingdom, have been conducting civil and criminal investigations into whether the banks that contributed to the British Bankers' Association (the **BBA**) in connection with the calculation of daily LIBOR may have underreported or otherwise manipulated or attempted to manipulate LIBOR, or improperly colluded with others in the process of reporting LIBOR. Investigations remain ongoing and it cannot be assured that there will not be findings of rate setting manipulation or collusion, or that improper manipulation of, or collusion in, LIBOR or other similar inter-bank lending rates will not occur in the future.

Based on a review conducted by the Financial Conduct Authority of the United Kingdom (the **FCA**) and a consultation conducted by the European Commission, proposals have been made for governance and institutional reform, regulation, technical changes and contingency planning. In particular: (a) new legislation has been enacted in the United Kingdom pursuant to which LIBOR submissions and administration are now "regulated activities" and manipulation of LIBOR has been brought within the scope of the market abuse regime; (b) legislation has been proposed which if implemented would, among other things, alter the manner in which LIBOR is determined, compel more banks to provide LIBOR submissions, and require these submissions to be based on actual transaction data; and (c) LIBOR rates for certain currencies and maturities are no longer published daily. In addition, pursuant to authorisation from the FCA, ICE Benchmark Administration Limited (formerly NYSE Euronext Rate Administration Limited) took over the administration of LIBOR from the BBA on 1 February, 2014. Any new administrator of LIBOR may make methodological changes to the way in which LIBOR is calculated or may alter, discontinue or suspend calculation or dissemination of LIBOR.

The changes that will ultimately be made to LIBOR, the effect of any such changes or any other reforms to LIBOR that may occur, or the effect of the ongoing LIBOR investigations referred to above cannot be predicted at this time. These matters may result in a sudden or prolonged increase or decrease in reported LIBOR rates, LIBOR being more volatile than they have been in the past and/or fewer loans utilising LIBOR as an index for interest payments. In addition, questions surrounding the integrity in the process for determining LIBOR may have other unforeseen consequences, including potential litigation against banks and/or obligors on loans. Any uncertainty in the value of LIBOR or the development of a market view that LIBOR was manipulated or may be manipulated may adversely affect the liquidity of the Notes in the secondary market and their market value.

B Considerations relating to the tax, regulatory and legal issues

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income in the form of interest payments (the **EU Savings Directive**), EU Member States are required to provide to the tax authorities of other EU Member States details of certain payments of interest or similar income paid or secured by a person established in an EU Member State to or for the benefit of an individual resident in another EU Member State or certain limited types of entities established in another EU Member State.

For a transitional period, Austria is instead required (unless during that period it elects otherwise) to operate a withholding system in relation to such payments (subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld). The end of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 24 March 2014, the Council of the European Union adopted a Council Directive (the **Amending Directive**) amending and broadening the scope of the requirements described above. The Amending Directive requires EU Member States to apply these new requirements from 1 January 2017, and if they were to take effect the changes would expand the range of payments covered by the EU Savings Directive, in particular to include additional types of income payable on securities. They would also expand the circumstances in which payments that indirectly benefit an individual resident in an EU Member State must be reported or subject to withholding. This approach would apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

However, the European Commission has proposed the repeal of the EU Savings Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other EU Member States (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the EU Savings Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU). The new regime under Council Directive 2011/16/EU (as amended) is in accordance with the Global Standard released by the "Organisation for Economic Co-operation and Development in July 2014". Council Directive 2011/16/EU (as amended) is generally broader in scope than the EU Savings Directive, although it does not impose withholding taxes. The proposal also provides that, if it proceeds, EU Member States will not be required to apply the new requirements of the Amending Directive.

If a payment were to be made or collected through an EU Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to the Notes as a result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in an EU Member State that is not obliged to withhold or deduct tax pursuant to the EU Savings Directive.

In the event that any withholding or deduction for or on account of any taxes is imposed in respect of payments to Noteholders of any amounts due under the Notes, neither the Issuer nor any other person is obliged to gross up or otherwise compensate Noteholders for the lesser amounts the Noteholders will receive as a result of such withholding or deduction. However, in such circumstances, the Issuer may, in accordance with Condition 8.4 (*Optional redemption for tax and other reasons*) of the Notes, redeem the Notes where such requirement cannot be avoided by the Issuer taking reasonable measures available to it.

As of the date of this Prospectus, no withholding or deduction for or on account of UK tax will be required on interest payments to any holders of the Notes, provided that the Notes continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007. The Irish Stock Exchange is a recognised stock exchange. The Notes will satisfy this requirement if they are officially listed in Ireland in accordance with provisions corresponding to those generally applicable in EEA states and are admitted to trading on the Irish Stock Exchange. Provided, therefore, that the Notes remain so listed, interest on the Notes will be payable without withholding or deduction on account of United Kingdom tax. The applicability of any withholding or deduction for or on account of United Kingdom tax on payments of interest is discussed further under "*UK taxation*" below.

The Issuer is expected to be treated as a passive foreign investment company and may be treated as a controlled foreign corporation for U.S. federal income tax purposes

The Issuer is expected to be a passive foreign investment company for U.S. federal income tax purposes, which means that a U.S. Noteholder (as defined below under "*United States federal taxation – United States Federal Income Taxation*") of any Class of Notes treated as equity for U.S. federal income tax purposes may be subject to adverse tax consequences unless such Noteholder elects to treat the Issuer as a qualified electing fund and to recognise currently its proportionate share of the Issuer's ordinary income and long-term capital gain whether or not distributed to such U.S. Noteholder. In addition, depending on the overall ownership of interests in the Issuer, a U.S. Noteholder of more than 10 per cent. of the equity interests of the Issuer may be treated as a U.S. shareholder in a controlled foreign corporation and required to recognise currently its proportionate share of the "subpart F income" of the Issuer, whether or not distributed to such U.S. Noteholder. A U.S. Noteholder that makes a qualified electing fund election, or that is required to include subpart F income in the event that the Issuer is treated as a controlled foreign corporation, may recognise income in amounts significantly greater than the payments received from the Issuer. Taxable income may exceed cash payments when, for example, the Issuer (i) uses earnings to repay principal on the Notes or accrues income on the Securitised Loan prior to the receipt of cash or (ii) discharges its debt at a discount. A U.S. Noteholder that makes a qualified electing fund election or that is required to recognise currently its proportionate share of the subpart F income of the Issuer will be required to include in the current income its *pro rata* share of such earnings, income or amounts whether or not the Issuer actually makes any payments to such Noteholder. Potential investors should consult with their tax advisors regarding the applications of the passive foreign investment company rules and the controlled foreign corporation rules and the applicability of such rules to each such potential investor.

U.S. Tax Characterisation of the Notes

Upon the issuance of the Notes, Allen & Overy LLP will deliver an opinion generally to the effect that under current law, assuming compliance with the Issuer Transaction Documents, and based on certain assumptions and factual representations made by the Issuer, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes will be treated, and the Class E Notes should be treated, as debt of the Issuer for U.S. federal income tax purposes (together, the **Debt Notes**).

The Issuer has agreed and, by its acceptance of a Debt Note, each Noteholder (and any beneficial owners of any interest therein) will be deemed to have agreed, to treat the Debt Notes as debt of the Issuer for U.S. federal income tax purposes, except as otherwise required by applicable law and for certain limited purposes. The determination of whether a Note will or should be treated as debt for U.S. federal income tax purposes is based on the facts and circumstances existing at the time the Note is issued. Prospective investors should be aware that the classification of an instrument as debt or equity is highly factual, and there can be no assurance that the U.S. Internal Revenue Service will not seek to characterise as something other than indebtedness any particular Class or Classes of the Debt Notes. If any of the Debt Notes were treated as equity for U.S. federal income tax purposes, adverse U.S. federal income tax consequences might apply. See "*United States federal taxation – United States Federal Income Taxation – U.S. Characterisation and U.S. Tax Treatment of the Debt Notes – Alternative Characterisation of the Debt Notes*".

The Issuer has agreed and, by its acceptance of a Class F Note, each holder (and any beneficial owners of any interest therein) will be deemed to have agreed, to treat such Class F Note as equity in the Issuer for U.S. federal income tax purposes, except as otherwise required by applicable law.

Withholding tax on the Notes

Although no withholding tax is currently imposed on payments of interest on the Notes, there can be no assurance that the law will not change and pursuant to Condition 9 (*Taxation*) the Issuer shall withhold or deduct from any such payments any amounts on account of tax where so required by law or any relevant taxing authority or in connection with Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (including any regulations thereunder or official interpretations thereof), intergovernmental agreements between the United States and other jurisdictions facilitating the implementation thereof, and any law implementing any such intergovernmental agreement (**FATCA**). In the event that any withholding tax or deduction for tax is imposed on payments of interest on the Notes, the Noteholders will not be entitled to receive grossed-up amounts to compensate for such withholding tax and no Note Event of Default shall occur as a result of any such withholding or deduction. In particular, the Issuer has the right to withhold at the required rate on all payments made to any beneficial owner of an interest in any of the Notes that fails to comply with its requests for certification establishing eligibility to receive payments on the Notes free from withholding under FATCA.

UK taxation treatment of the Issuer

The Issuer has been advised that it should fall within the permanent regime for the taxation of securitisation companies (as introduced by the Taxation of Securitisation Companies Regulations 2006 (SI 2006/3296) (the **Securitisation Tax Regulations**)), and as such should be taxed only on the amount of its "retained profit" (as that term is defined in the Securitisation Tax Regulations), for so long as it satisfies the conditions of the Securitisation Tax Regulations. However, if the Issuer does not satisfy the conditions to be taxed in accordance with the Securitisation Tax Regulations (or subsequently does not), then profits or losses could arise in the Issuer which could have tax effects not contemplated in the cash flows for the transaction described in this Prospectus and as such adversely affect the tax treatment of the Issuer and consequently payment on the Notes.

The proposed EU financial transactions tax (FTT)

On 14 February 2013, the European Commission issued proposals, including a draft Directive (the **Commission's proposal**) for a financial transaction tax (**FTT**) to be adopted in certain participating Member States including Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia. If the Commission's proposal was adopted, the FTT would be a tax primarily on "financial institutions" (which would include the Issuer) in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

Under the Commission's proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (i) by transacting with a person established in a participating Member State or (ii) where the financial instrument which is subject to the financial transaction is issued in a participating Member State.

The FTT may give rise to tax liabilities for the Issuer with respect to certain transactions (including concluding swap transactions and/or purchases or sales of securities (such as authorised investments)) if it is adopted based on the Commission's proposal. Any such tax liabilities may reduce amounts available to the Issuer to meet its obligations under the Notes and may result in investors receiving less interest or principal than expected. To the extent that such liabilities may arise at a time when winding up proceedings have been commenced in respect of the Issuer, such liabilities may be regarded as an expense of the liquidation and, as such, be payable out of the floating charge assets of the Issuer (and its general estate) in priority to the claims of Noteholders and other secured creditors. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the Notes (including secondary market transactions) if the conditions for a charge to arise are satisfied and the FTT is adopted based on the Commission's proposal. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Joint statements issued by participating Member States indicate an intention to implement the FTT by 1 January 2016.

However, the FTT proposal remains subject to negotiation between the participating Member States and the scope of any such tax is uncertain. Additional EU Member States may decide to participate. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

Foreign Account Tax Compliance Act withholding may affect payments on the Notes

While the Notes are in global form and held within Euroclear and Clearstream, Luxembourg (together, the **ICSDs**), in all but the most remote circumstances, it is not expected that FATCA will affect the amount of any payment received by the ICSDs (see "*United States federal taxation – Foreign Account Tax Compliance Act*"). However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax advisor to

obtain a more detailed explanation of FATCA and how FATCA may affect them. The Issuer's obligations under the Notes are discharged once it has made payment to, or to the order of, the common depositary for the ICSDs (as registered holder of the Notes) and the Issuer has therefore no responsibility for any amount thereafter transmitted through the ICSDs and custodians or intermediaries. Further, foreign financial institutions in a jurisdiction which has entered into an intergovernmental agreement with the United States (an **IGA**) are generally not expected to be required to withhold under FATCA or an IGA (or any law implementing an IGA) from payments they make.

Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory position for certain investors in securitisation exposures and/or on the incentives for certain investors to hold asset-backed securities, and may thereby affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Lead Manager, the Co-Manager, the Sole Arranger or the Loan Seller makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory treatment of their investment on the Closing Date or at any time in the future.

In particular, investors should note that the Basel Committee on Banking Supervision (**BCBS**) has approved significant changes to the Basel regulatory capital and liquidity framework (such changes being commonly referred to as **Basel III**), including certain revisions to the securitisation framework. Basel III provides for a substantial strengthening of existing prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio "backstop" for financial institutions and certain minimum liquidity standards (referred to as the Liquidity Coverage Ratio (**LCR**) and the Net Stable Funding Ratio (**NSFR**)). BCBS member countries agreed to implement Basel III from 1 January 2013, subject to transitional and phase-in arrangements for certain requirements (e.g. the LCR requirements refer to implementation from the start of 2015, with full implementation by January 2019, and the NSFR requirements refer to implementation from January 2018). As implementation of any changes to the Basel framework (including those made via Basel III) requires national legislation, the final rules and the timetable for its implementation in each jurisdiction, as well as the treatment of asset-backed securities (e.g. as LCR eligible assets or not), may be subject to some level of national variation. It should also be noted that changes to regulatory capital requirements are coming for insurance and reinsurance undertakings through national initiatives, such as the Solvency II Regulation framework in Europe.

In addition, investors should be aware of the EU risk retention and due diligence requirements which currently apply, or are expected to apply in the future, in respect of various types of EU regulated investors including credit institutions, authorised alternative investment fund managers, investment firms, insurance and reinsurance undertakings and UCITS funds. Amongst other things, such requirements restrict a relevant investor from investing in asset-backed securities unless (i) that investor is able to demonstrate that it has undertaken certain due diligence in respect of various matters including its note position, the underlying assets and (in the case of certain types of investors) the relevant sponsor or originator and (ii) the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to the investor that it will retain, on an on-going basis, a net economic interest of not less than 5 per cent. in respect of certain specified credit risk tranches or asset exposures. Failure to comply with one or more of the requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a penal capital charge on the notes acquired by the relevant investor. Aspects of the requirements and what is or will be required to demonstrate compliance to national regulators remain unclear.

The risk retention and due diligence requirements described above apply, or are expected to apply, in respect of the Notes. With respect to the commitment of Goldman Sachs Bank USA to retain a material net economic interest in the securitisation and with respect to the information to be made available by the Issuer or another relevant party (or, after the Closing Date, by the Issuer Cash Manager on the Issuer's behalf), please see the statements set out in "*Description of the servicing arrangements*" and "*Description of certain Issuer Transaction Documents – The Issuer Cash Management Agreement"*. Relevant investors are required to independently assess and determine the sufficiency of the information described above for the purposes of complying with any relevant requirements and none of the Issuer, Goldman Sachs Bank USA (in its capacity as the Loan Seller) nor any Lead Manager or Co-Manager makes any representation that the information described above is sufficient in all circumstances for such purposes.

Prospective investors should therefore make themselves aware of the changes and requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes. The matters described above and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

Changes of law

The structure of the issue of the Notes and the ratings which are to be assigned to them are based on English law and various regulatory, accounting and administrative practices in effect as at the date of this Prospectus. Regard has also been had to the expected tax treatment of all relevant entities under the tax law and the published practice of the tax authorities of the United Kingdom as at the date of this Prospectus. No assurance can be given as to the impact of any possible change to law, or the regulatory, accounting or administrative practice, or the interpretation or administration thereof, or the published practices of the HM Revenue & Customs (**HMRC**) or the tax authorities of any other relevant taxing jurisdiction, after the date of this Prospectus nor can any assurance be given as to whether any such change could adversely affect the ability of the Issuer to make payments under the Notes. Any changes to the accounting practices of any person may have an effect on the tax treatment of that person.

Tax authorities might seek to assert a different interpretation of the finance structure than that taken by the Issuer in a manner that would result in additional tax costs, which would reduce the funds available to the Issuer to make payments under the Notes, thus, creating a risk of loss to the Noteholders.

The Issuer's ability to make (and Noteholders' entitlement to receive) payments on the Notes is therefore subject to the risk that tax law or the application of such law in any of the above specified jurisdictions may change.

ERISA Considerations

Under the Plan Asset Regulation issued by the U.S. Department of Labour, as modified, if certain employee benefit plans or other retirement arrangements subject to the fiduciary responsibility provisions of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended, (**ERISA**) or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended, (the **Code**) or entities whose underlying assets are treated as assets of such plans or arrangements (collectively, **Plans**) invest in a Class of Notes that is treated as equity under that regulation (which could include the Class E Notes), the assets of the Issuer could be considered to be assets of such Plans and certain of the transactions contemplated by the Issuer could be considered "prohibited transactions" under Section 406 of ERISA or Section 4975 of the Code. See the section entitled "*ERISA considerations*" below.

C Considerations relating to the Securitised Loan and the Loan Security

Prepayment of the Securitised Loan

The Borrowers may be obliged, in certain circumstances, to prepay the Securitised Loan in whole or in part prior to the relevant Loan Repayment Date.

See "*Description of the Facility Agreement*" below.

These circumstances may be beyond the control of the Borrowers and are beyond the control of the Issuer. Any such prepayment may result in the Notes being prepaid earlier than anticipated.

Refinancing risk

Unless previously repaid, the Whole Loan will be required to be repaid by the Borrowers in full on the Final Loan Repayment Date, at which time the Whole Loan is likely to have a substantial remaining principal balance.

The ability of the Borrowers to repay the Whole Loan in full on or prior to the Final Loan Repayment Date will depend, among other things, upon its having sufficient available cash or equity and/or upon its ability to find a lender willing to lend to the Borrowers (secured against the relevant part of the Property Portfolio) sufficient funds to enable repayment of the Whole Loan or to find a purchaser for the Properties. Such lenders will generally include banks and other financial institutions. The availability of funds in the credit market fluctuates and in recent years there has, at times, been an acute shortage of credit to refinance loans such as the Whole Loan. In addition, the availability of assets similar to the Properties, and competition for available credit, may have a significant adverse effect on the ability of potential purchasers to obtain financing for the acquisition of Properties. There can be no assurance that the Borrowers will be able to refinance the Whole Loan prior to the Final Note Maturity Date of the Notes.

If the Borrowers cannot refinance the Whole Loan, they may be forced, in unfavourable market conditions, into selling some or all of the Properties in order to repay the Whole Loan. Failure by the Borrowers to refinance the Whole Loan or to sell the relevant Properties on or prior to the relevant Loan Repayment Date may result in the Borrowers defaulting on the Whole Loan and in the insolvency of the Borrowers. See also "*Risk factors – Considerations relating to the Property Portfolio*". In the event of such a default or insolvency, the Noteholders, or the holders of certain Classes of Notes, may receive by way of principal repayment an amount less than the then Principal Amount Outstanding on their Notes and the Issuer may be unable to pay in full interest due on the Notes.

Risks relating to representations and warranties of the Obligors under the Facility Agreement

The representations and warranties given by the Obligors under the Finance Documents are to some extent qualified by the actual knowledge of the Obligors giving such representation or warranty. While reliance on representations and warranties is only commercially possible to the extent that the relevant Obligors are factually able to indemnify the recipient of such representations and warranties, so that a representation already in and as of itself only offers limited protection commercially, representations and warranties which are qualified by the actual knowledge further reduce the ability of a recipient to rely on the absence of the corresponding risks because the recipient would need to provide evidence of the Obligors' actual knowledge of the relevant risk represented which might be difficult if not impossible to demonstrate successfully in practice.

See further "*Description of the Facility Agreement – Representations and warranties*".

Limited payment history

Lenders typically look to the payment and performance history of loans and their related mortgaged properties and pledged collateral and borrowers as an indicator of future performance and in assessing risks of default. The Whole Loan was originated on 5 June 2015 and the first interest payment date under the Whole Loan is 18 August 2015. Consequently, the Whole Loan has no payment history and investors in the Notes cannot be assured that payments will be made on the Whole Loan.

Risks relating to limited activity covenants of the Obligors

Special purpose entity covenants are generally designed to limit the purpose of the borrowing entity to owning the related property, making payments on the related loan and taking such other actions as may be necessary to

carry out the foregoing in order to reduce the risk that circumstances unrelated to the loan and related property result in a borrower insolvency. Special purpose entities are generally used in commercial loan transactions to satisfy requirements of institutional lenders and recognised credit rating agencies. In order to minimise the possibility that special purpose entities will be the subject of insolvency proceedings, provisions are generally contained in the borrower's documentation relating to the loan which, among other things, limit the indebtedness that can be incurred by such entities and restrict such entities from conducting business as an operating company generally (thus limiting exposure to outside creditors).

The Facility Agreement contains provisions that require the Obligors to conduct themselves in accordance with certain special purpose entity covenants. However, there can be no assurance that all or most of the special purpose entity covenants will be complied with by the Obligors (however, a breach of covenant would, in certain circumstances, lead to a Loan Event of Default) and even if all or most of such restrictions have been complied with by the Borrowers there can be no assurance that the Borrowers will not nonetheless become insolvent. The Obligors that do not own Properties have undertaken not to carry on any business other than the ownership of other Obligors. The Borrowers have undertaken not to carry on any business other than the ownership, development and management of their respective Property or Properties. See "*Description of the Facility Agreements—Undertakings—General undertakings*".

An insolvency or bankruptcy of a Borrower would result in a Loan Event of Default with respect to the Whole Loan which may give rise to an acceleration of the Whole Loan and an enforcement of the Loan Security. This could result in significant delays in the receipt by the Issuer of payments under the Securitised Loan which could adversely affect its ability to make all payments due on the Notes.

Limitations of representations and warranties delivered by the Loan Seller

Neither the Issuer nor the Issuer Security Trustee has undertaken or will undertake any investigations, searches or other actions as to matters subject of representations in the Loan Sale Agreement, and each will rely instead solely on the warranties given by the Loan Seller in respect of such matters in the Loan Sale Agreement (see further "*Description of certain Issuer Transaction Documents – The Loan Sale Agreement*"). If a material breach of any such warranty is not capable of remedy or is not remedied within the specified period, the Loan Seller will (i) indemnify on demand the Issuer against all losses, claims, demands, taxes and all other expenses or other liabilities incurred by the Issuer as a result of such material breach or (ii) repurchase the Securitised Loan together with any Loan Security (see "*Description of certain Issuer Transaction Documents – The Loan Sale Agreement*" below); provided that this shall not limit any other remedies available to the Issuer and/or the Issuer Security Trustee if the Loan Seller fails to indemnify the Issuer or repurchase the Securitised Loan and their Loan Security when obliged to do so. However, if, in any such case, the Loan Seller fails to fulfil its obligations, this could lead to a reduction in the amounts payable by the Issuer or to losses in respect of the Notes.

The Loan Security is shared between the Issuer and the Loan Seller

The Loan Security has been granted in respect of the Whole Loan. As the Issuer will only be a lender under the Securitised Loan, it will only be entitled to the enforcement proceeds of the Loan Security that pertain to the Securitised Loan (i.e. 95 per cent. of such enforcement proceeds). The Loan Seller, in its role as holder of the Retained Loan, will be entitled to the remaining 5 per cent. Similarly, every payment of principal and interest made under the Whole Loan to any Lenders in their capacity as such will be distributed between the Issuer and the Loan Seller in the same proportion.

Risks relating to security for the Securitised Loan

The security granted by the Obligors is governed by the laws of England, Scotland, Jersey, Guernsey and Luxembourg. Consequently, prospective investors in any of the Notes, should carefully consider the nature of the security interests and the rights of the Loan Security Agent who holds the Loan Security on trust for the Finance Parties, and how such security interests and rights may differ to other security arrangements common for commercial property financing structures comparable to the Securitised Loan.

The Loan Facility Agent or (as the case may be) the Loan Security Agent (acting on, in certain circumstances, relevant instructions from the Servicer or, as applicable, the Special Servicer on behalf of the Issuer) will have certain rights under the Facility Agreement if any of the Obligors becomes insolvent and subject to insolvency proceedings, including certain rights to accelerate the Whole Loan and enforce the Loan Security. However, the rights of creditors of an insolvent English, Luxembourg, Jersey or Guernsey company may be limited by law.

Security over bank accounts under English law

Certain of the Obligors have granted English law security over their interests in bank accounts located in England and Wales, which security is expressed to be a first fixed charge.

Similarly, under the Issuer Deed of Charge, the Issuer will grant security over all of its bank accounts, which security will also be expressed to be fixed security. Although the various bank accounts are stated to be subject to various degrees of control, if the Loan Facility Agent or the Loan Security Agent or (as appropriate) the Issuer Security Trustee do not exercise the requisite degree of control over the relevant accounts in practice, a court could determine that the security interests granted in respect of those accounts take effect as floating security interests only and that the security interests granted over the assets from which the monies paid into the accounts are derived also take effect as floating security interests only, notwithstanding that the security interests are expressed to be fixed. In such circumstances, monies paid into accounts or derived from those assets could be diverted to pay preferential creditors and certain other liabilities were a receiver, liquidator or administrator to be appointed in respect of the relevant company in whose name the account is held.

The prospective performance of the Whole Loan and the Properties should be evaluated separately from the performance of other mortgage loans and/or properties

While there may be certain common factors affecting the performance and value of income-producing real properties in general, those factors do not apply equally to all income-producing real properties and, in many cases, there are unique factors that will affect the performance and/or value of a particular income-producing real property. Moreover, the effect of a given factor on a particular real property will depend on a number of variables, including but not limited to property type, geographic location, competition, sponsorship and other characteristics of the properties and the related mortgage loan. Each income-producing real property represents a separate and distinct business venture and, as a result, the relevant mortgage loan requires a unique underwriting analysis. Furthermore, economic and other conditions affecting real properties, whether worldwide, national, regional or local, vary over time. The performance of a mortgage loan originated and outstanding under a given set of economic conditions may vary significantly from the performance of otherwise comparable mortgage loans originated and outstanding under a different set of economic conditions. Accordingly, investors should evaluate the Securitised Loan independently from the performance of mortgage loans underlying any other securities.

D Considerations relating to the Property Portfolio

Legal title to Properties

The legal interests in the Properties have been secured by first ranking legal mortgages (or in relation to Property located in Scotland, first ranking standard securities) granted over the Properties. The beneficial interests in the Properties have been secured by the Loan Security.

Due diligence in relation to the Properties

The Property Title Overview Report disclosed, *inter alia*, the following matters of which prospective investors should be aware:

(a) High Speed 2 rail network: Plot 1 and 2 Highway Point is directly affected by the proposed route of High Speed 2 (**HS2**). The route of HS2 is zero metres from the site of the Property. Affected parts of the Property may therefore be subject to compulsory purchase. See the "*Compulsory Purchase*" risk factor for further information.

(b) Shepcote Lane: there is a defect in the floor of the Property. Inherent defects are the responsibility of the original contractor, any other defects are the responsibility of the tenant.

(c) Leacroft Road: the tenant's interest in the lease has been assigned to a group company of the original tenant. The lease contains a provision that provides that on any assignment the original tenant would continue to be liable for the tenant's covenants under the lease (even after it has assigned the lease); such a provision will not be valid. The original tenant will have been released from its obligation to comply with the tenant covenants on the assignment.

(d) DIRFT E1: the tenant of Unit E1 is to be paid a premium of £800,000 on the grant of a ten year reversionary lease.

(e) DIRFT C:

  (i) If the floor slab is damaged by a structural defect the landlord must remedy the structural defect and repair the floor slab. Rent will be suspended if the tenant's business is affected and the tenant may terminate the lease if the defect is not remedied within 15 months. The defect is excluded from the buildings insurance and the rent suspension is not covered by the loss of rent insurance.

  (ii) The Property has been subject to remedial works by the Coal Authority under its Emergency Surface Hazard Call Out Procedures.

(f) Foxbridge Way: the landlord does not consider that the tenant is performing its obligations to keep the Property in repair.

(g) The tenants at the following Properties are permitted to carry out structural alterations (with the landlord's consent): Interlink Park, Park Spring Road, Ridings Point, DC1 Edison Road Hams Hall, Longcroft Road, DC1 Wellmans Road, Manor Park, Shepcote Lane, Canton Lane, Radial Point, Brooklands Industrial Park and 72 Salthouse Road.

(h) Defective title indemnity insurance is in place to the value of each of the Properties below (except where stated) in relation to:

  (i) DC1 Edison Road Hams Hall - a breach of a restrictive covenant on development;

  (ii) Redhouse Interchange - (in the amount of £500,000) the unknown obligations relating to the maintenance, repair and renewal of an access road;

  (iii) Plot 3 Highway Point – enforcement of unknown indemnities and unknown obligations to observe and perform covenants; and

  (iv) DIRFT South - the breach of a restrictive covenant.

Limited due diligence

In connection with origination of the Whole Loan, the Loan Seller evaluated the Properties by carrying out certain legal and title due diligence, the scope of which is described in the section entitled "*The Property Title Overview Report*" within the section entitled "*The origination and due diligence process*". The legal and title due diligence exercise carried out was limited to the information made available by RPS Health, Safety & Environment, Savills (UK), PricewaterhouseCoopers LLP in relation to the Properties in the United Kingdom and Dickson Minto in relation to the Scottish Property (collectively, the **Due Diligence Reports**).

The Due Diligence Reports have been prepared in connection with origination of the Whole Loan as described above, and relied upon by the Issuer. There is no guarantee that the Due Diligence Reports disclose all relevant and/or material issues. Moreover the Due Diligence Reports are up to date only as to their respective dates. The Due Diligence Reports also refer to certain documents which have not been made available during the due diligence phase (only certificates of title and reports on title (both prepared by the Borrowers' solicitors) were reviewed; no underlying documentation was reviewed for the legal due diligence). The due diligence conducted by Savills (UK) to produce the technical Due Diligence Reports was limited and included site visits but did not include detailed inspections of mechanical and electrical installation or any invasive testing of the building structure. The due diligence conducted by RPS Health, Safety & Environment was limited to a phase 1 environmental liability assessment inclusive of a site walk but it did not include any invasive investigation or drilling. In the Facility Agreement, the Borrowers have provided representations and warranties as to certain matters which have been described, verified and/or disclosed in the Due Diligence Reports but also in relation to matters which were not described, verified and/or disclosed therein. As such, it is possible that matters which could not be verified by reference to the Due Diligence Reports were represented to by the Borrowers subject to its knowledge of the related circumstances (having made due enquiry). If such matters were subsequently shown to have been incorrect, inaccurate or untrue, but were not known by the Borrowers at the relevant time having made due enquiry, it is possible that the Issuer may have no remedies under the Facility Agreement for breach of representation.

Performance risk

The repayment of the Securitised Loan may be, and the payment of interest on the Securitised Loan is, dependent on the ability of the Properties to generate cashflow. There are two primary risks involved in relation to the Properties: (i) that underlying Property cashflows will be insufficient to service the interest payments and principal repayments over the life of the Securitised Loan; and (ii) that proceeds from the sale or refinancing of the Properties will be insufficient to repay the Securitised Loan at maturity. In both cases, the Borrowers' ability to make payments on the Securitised Loan may be impaired which would affect the Issuer's ability to make payments under the Notes.

The income-producing capacity of, and accordingly the cash flow from, the Properties may be adversely affected by a large number of factors. Some of these factors relate specifically to a Property itself, such as the age, design and construction quality of the Property; perceptions regarding the safety, convenience and attractiveness of the Property; the proximity and attractiveness of competing properties; the adequacy of the Property's management and maintenance; and an increase in the capital expenditure needed to maintain the relevant Property or make improvements. The Borrowers' ability to perform will depend upon the continuity of substantial rental payments under the leases pertaining to the Properties. An increase of vacancy rates or delinquency of a significant number of tenants under their leases may adversely affect such continuity. In addition, restrictions in relation to rent increases and termination rights could cause one or more Borrowers to experience delays in recovering rental payments. Rental levels, operating expenses and available space, the quality and location of the Properties, their amenities, transport infrastructure and the age of the Properties are also factors bearing upon tenant demand.

Other factors which could have an impact on the value of a Property are more general in nature, such as: national, regional or local economic conditions (including plant closures, industry slowdowns and unemployment rates); local property conditions from time to time (such as an oversupply or under supply of space); demographic factors; consumer confidence; consumer tastes and preferences; retrospective changes in building codes or other regulatory changes; changes in governmental regulations, fiscal policy, planning/zoning or tax laws; potential environmental legislation or liabilities or other legal liabilities; the availability of refinancing; and changes in interest rate levels or yields required by investors in income-producing commercial properties.

Risks relating to tenants and leases

The Borrowers will generally rely on periodic service charge payments from tenants to pay for operating expenses and maintenance (where the tenant is not subject to a full repairing obligation) in respect of the Properties, and periodic rental payments to service the Securitised Loan and any other debt or obligations it has outstanding.

There can be no guarantee that tenants will renew leases upon expiry or refrain from terminating leases early when they have the ability to do so. In respect of 6 Properties the tenant has a break right which it can exercise to terminate the occupational lease within three years. In respect of 4 Properties the occupational lease's contractual term is set to expire within three years.

There can also be no guarantee that a tenant will remain solvent and able to perform its obligations throughout the term of its lease. With regard to the Properties, income from, and the market value of, the Properties would be adversely affected if the Properties could not be re-let, if tenants were unable to meet their lease obligations, if a tenant were to become insolvent, or if for any other reason, rental payments could not be collected.

Additional considerations could cause tenants in the Properties to cease making payments under their leases (including, without limitation, as a result of the poor performance of a tenant's business, or as a result of exercising rights of set-off available (where applicable) under a lease or under law).

Several tenants have guarantors who guarantee the relevant tenant's obligations under the relevant occupational lease. There can be no assurance that a guarantor will remain solvent and able to perform its obligations under the relevant guarantee throughout the term of the relevant lease.

Of the Properties that are let to occupational tenants, the Full Valuation states that pursuant to a Dun & Bradstreet Compact Report 32 tenants have a risk indicator rating of 1 which represents "a minimum risk of business failure", 5 tenants have a risk indicator rating of 2 which represents a "lower than average risk of business failure" and 1 tenant has a risk indicator of 3 which represents a "greater than average risk of business failure".

Set-off of rental payments

It is possible that a tenant may seek to set-off part of its rent in the event that there is a dispute between the relevant Borrower (as landlord) and such tenant, or if the relevant Borrower breaches the tenant's rights of quiet enjoyment, or if the relevant Borrower fails to meet its obligation to keep the relevant Property in repair.

The exercise of such set-off could, if exercised across a significant number of Properties, materially reduce the amount of net rental income available, the Borrowers' ability to make payments under the Securitised Loan and therefore, the Issuer's ability to make payments under the Notes.

Property condition assessments

A Borrower could be exposed to unexpected problems or unrecognised risks, such as delays in the implementation of maintenance, refurbishment or modernisation measures in connection with the Properties which it owns. As a result, the relevant Borrower might be unable to let a Property or implement rent increases and the Borrower's financial condition could deteriorate and the value of the relevant Properties could decline.

To maintain rented Properties, and also to avoid loss of value, it is necessary to perform maintenance and/or repairs. In addition, it may be necessary to modernise Properties to increase their appeal or to meet contractual or legal requirements. Such measures can be time consuming and expensive. In connection with this, risks can arise in the form of higher costs than anticipated or unforeseen additional expenses for maintenance, repair or modernisation that cannot be passed on to tenants. The Due Diligence Reports list 11 Properties which are projected to incur capital expenditure or repair costs of £100,000 (up to £1,000,000) or more payable by the relevant Borrower as landlord over the course of 10 years from June 2015. The total estimate of such costs to the landlords over the course of 10 years is c.£4m of which c.£700,000 is to be incurred over the course of the next 5 years.

Moreover, work can be delayed, for example, because of bad weather, poor performance or insolvency of contractors or the discovery of unforeseen structural defects. In the ordinary course of events, the Borrowers will fund such capital expenditure out of cashflow generated by the Properties to the extent that these are not covered by the relevant tenant. If the necessary capital expenditure is not undertaken, this could lead to a

diminution in the value of the relevant Properties, impacting on the liquidation or refinancing value thereof and hence the ability to generate sufficient disposal proceeds or refinancing proceeds. The possibility of such diminution in value could be increased if enforcement proceedings following a Loan Event of Default are protracted.

Risks relating to environmental laws and residual pollution

It is possible that the Properties contain ground contamination, hazardous materials, other residual pollution and/or wartime relics (including potentially unexploded ordnance). Moreover, building components might contain hazardous substances (such as polychlorinated biphenyls or asbestos), or the Properties could bear other environmental risks. This could result in cost intensive exercises to remove such wartime ordnance, hazardous materials, residual pollution or contamination. The discovery of such residual pollution, particularly in connection with the lease or sale of Properties, can also trigger claims for rent reductions, termination of leases, damages and other claims for breach of warranty. The remediation of any pollution and the related additional measures could involve considerable additional costs. It may not be possible to take recourse against the polluter or the previous owners of the relevant Properties. Moreover, the existence or even merely the suspicion of the existence of wartime ordnance, hazardous materials, residual pollution or ground contamination can negatively affect the value of a Property and the ability to lease or sell such a Property.

In addition, modernisation of Properties may be necessary to meet evolving legal requirements, such as provisions relating to energy savings. Such measures can be large scale and expensive and may adversely affect the net operating income generated by the Properties.

The environmental reports referred to in the section entitled "*The origination and due diligence process*" list 23 Properties as having a low environmental risk at the relevant Property, and 18 Properties as having a low to moderate environmental risk at the relevant Property and 1 with a moderate environmental risk at the Property.

Compulsory purchase

Any property in the United Kingdom may at any time be compulsorily acquired by a public authority possessing compulsory purchase powers (for instance, local authorities and statutory undertakers (including electricity, gas, water and railway undertakers) in respect of their statutory functions) if it can demonstrate that the acquisition is required. Any promoter of a compulsory purchase order would need to demonstrate that the compulsory purchase was necessary or desirable for the promoter's statutory functions and/or in the public interest. Compulsory purchase of a property can also lead to a reduction in the rent payable under an occupational lease which is subject to the compulsory purchase.

As a general rule, if an order is made in respect of all or any part of a property, compensation would be payable on a basis equivalent to the Market Value of all the owners' and any occupational tenants' proprietary interests in the relevant property at the time of the purchase, so far as those interests are included in the order, taking account of diminution in value of any retained land and other adverse impacts of the compulsory purchase. There is often a delay between the compulsory purchase of a property and payment of the compensation, although advance interim payments of compensation may be available where the acquiring authority takes possession before compensation has been granted. Should a Property be subject to a compulsory purchase and should such a delay occur, then, unless the Obligors have other funds available, a Loan Event of Default may occur.

If a compulsory purchase order is made in respect of one or more of the Properties or parts of one or more of the Properties, there is no guarantee that the amount of compensation received in connection with any compulsory purchase order would not have an adverse effect on the ability of the Borrowers to make payments under the Whole Loan (if they do not have other funds available). This means that the amount received from the proceeds of the compulsory purchase of the freehold or leasehold estate may not be equal to the Allocated Loan Amount for the relevant Property (as there is no requirement under the Facility Agreement for any additional funds to be prepaid on a compulsory purchase of a Property other than those received as part of the compensation for that compulsory purchase). Accordingly, it is possible that a compulsory purchase order in respect of all or part of a Property may have an adverse effect on the resources available to the Issuer to make payments on the Notes.

The proposed route of the HS2 rail network runs through the Plots 1 & 2 Highway Point Property and therefore part or all of this Property may be the subject of a compulsory purchase order.

Insurance

The Facility Agreement requires the Borrowers to ensure that there is effected and maintained at all times, insurance in respect of the Property Portfolio and other fixtures and fixed plant and machinery forming part of the Property Portfolio against usual risks.

There can be no assurance that any loss incurred will be of a type covered by such insurance and will not exceed the limits of such insurance. The risks that the Facility Agreement require to be covered include, but are not limited to, loss or damage caused by certain specified events (including, *inter alia*, third party and public liability and act of terrorism risk) and such other risks as a prudent property company carrying on the same or substantially similar business as the Borrowers would effect. There is a possibility of losses with respect to one or more of the Properties for which insurance proceeds may not be adequate or which may result from risks which are not covered by insurance, the effect of which were not taken into account in preparing the cash flow analysis in respect of the Notes. As with all real estate, if reconstruction (due to earthquake, fire or other casualty) or any major repair or improvements is required to the property, changes in law and governmental regulations may be applicable and may materially affect the cost to effect such reconstruction, major repair or improvement. As a result of the occurrence of any of these events, the amounts realised with respect to the Properties, and consequently the amounts available to make payments on the Notes, could be substantially less than as set out in the cash flow analysis.

Risks relating to the rent income

The Borrowers' ability to make their payments under the Facility Agreement are dependent on payments being made by the lessees of logistics premises within the Properties. No assurance can be given that lessees in the Properties will continue making payments under their leases or that any such lessee will not become insolvent or subject to insolvency proceedings in the future or, if any such lessees become subject to insolvency proceedings, that they will continue to make rental payments in a timely manner. In addition, a tenant may, from time to time, experience a downturn in its business, which may weaken its financial condition and result in a failure to make rental payments when due. If a lessee defaults in its obligations under its lease or business lease, the lessor may experience delays in enforcing its rights as lessor and may incur substantial costs and experience significant delays associated with protecting its investment, including costs incurred in renovating and re-letting the Properties. In any of the above circumstances, the decrease in rental income may have an adverse effect on the Borrowers' ability to meet their debt service on the Securitised Loan and subsequently the Noteholders may not receive the timely repayment of interest and principal on the Notes.

If a significant number of tenants' rental payments are not received on or prior to the immediately following relevant Loan Payment Date and any resultant shortfall is not otherwise compensated for from other resources, there may be insufficient cash available to the Borrowers to make payments to the Issuer under the Securitised Loan. Such a default by the Borrowers may not itself result in a Note Event of Default since the Issuer will have access to other resources as mentioned above (specifically, funds made available under the Liquidity Facility). However, no assurance can be given that such resources will, in all cases and in all circumstances, be sufficient to cover any such shortfall and that a Note Event of Default will not occur as a result of the late payment of rent.

The majority of the occupational leases also contain a rent review mechanism. If the rent review mechanism contains a cap on the amount the rent can be increased by following a rent review then there is a risk that the Property is generating a lower rent than it would in the open market. Five of the occupational leases at the Properties contain a rent review mechanism which caps the maximum rent which can be obtained following a rent review.

Risks relating to the cashflow calculations

Cashflow figures in relation to the Property Portfolio contained in this Prospectus are based on historical information and should not be taken as an indication of any future cashflows with respect to the Property Portfolio. Each investor should make its own determination of the appropriate assumptions to be used in determining the cashflow to be generated in relation to the Property Portfolio.

The cashflow figures set out in this Prospectus may vary substantially from corresponding cashflows determined in accordance with international accounting standards.

Valuations

The Valuations were obtained around the time of, and in connection with, the origination of the Whole Loan and there can be no assurance that the market value of the Properties will continue to equal or exceed such valuation. The Valuations and any subsequent valuation (instructed and prepared in accordance with and subject to the Facility Agreement) of the Properties express the professional opinion of the relevant valuers on the relevant Properties and are no guarantees of present or future value in respect of such Properties. One valuer may, in respect of any Property, reach a different conclusion than the conclusion that would be reached if a different valuer was appraising such Property. Moreover, valuations seek to establish the amount that a typically motivated buyer would pay a typically motivated seller and, in certain cases, may have taken into consideration the purchase price paid by the existing property owner. The **Market Value** is generally defined as the estimated amount for which an asset or liability should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion. As the Market Value of the Properties fluctuates, there can be no assurance that the Market Value of the Properties will be equal to or greater than the unpaid principal and accrued interest and any other amounts due on the Notes. If the Properties are sold following a Loan Event of Default, there can be no assurance that the net proceeds of such sale will be sufficient to pay in full all amounts due under the Notes.

The lack of asset, sponsorship and geographic diversification

The Issuer will not have any asset diversification insofar as the property of the Issuer will be comprised primarily of the Securitised Loan, which is secured over 42 properties, which consist of logistics properties located in the United Kingdom. As a result of having no significant assets other than the Securitised Loan, the lack of diversification of both the type of Properties securing the Securitised Loan and the direct or indirect ownership of each Property by the Sponsors, the Issuer will have a significantly greater exposure to each of the potential risks inherent in investing in commercial mortgage loans, some of which are described in this Prospectus.

The Properties are located throughout the United Kingdom. Repayments under the Whole Loan and the market value of the Properties could be adversely affected by conditions in the property market where the Properties are located, acts of nature, for example floods or earthquakes (each of which may result in uninsured losses), and other factors which are beyond the control of the Borrowers. In addition, the performance of the Property Portfolio will be dependent upon the strength of the economy in United Kingdom and in the region in which the Properties are located.

The Due Diligence Reports state that 4 of the Properties are stated as having a low risk of flooding. 10 of the Properties are stated as having a moderate risk of flooding. 16 of the Properties are stated as having a significant or high risk of flooding.

Risks associated with logistics properties

All of the Properties comprising part of the security for the Whole Loan are logistics properties. A large number of factors may adversely affect the value of logistics properties, including:

(a) the quality of tenants;

(b) reduced demand for logistics space because of macro-economic factors;

(c) a property becoming functionally obsolete;

(d) building design and adaptability;

(e) changes in access, energy prices, strikes, relocation of highways, the construction of additional highways or other factors;

(f) changes in proximity of supply sources; and

(g) the location of the property.

Concerns about the quality of tenants, particularly major tenants, are similar in both office properties and logistics properties. Each Property has one primary tenant from which the whole of the rental income in relation to that Property is devised.

In addition, logistics properties may be adversely affected by reduced demand for space occasioned by a decline in a particular industry segment in which the related tenant(s) conduct their businesses (for example, a decline in consumer demand for products sold by a tenant using the property as a distribution centre). In addition, a particular warehouse property that suited the needs of its original tenant may be difficult to re-let to another tenant or may become functionally obsolete relative to newer properties.

Aspects of building site design and adaptability affect the value of a logistics property. Site characteristics that are generally desirable to a warehouse/logistics property include high clear ceiling heights, a large number of bays (loading docks) and large bay depths, warehouse floor loading capacity, a layout that can accommodate large truck minimum turning radii and overall functionality and excellent communication links with one or a combination of road, ports, rail and air.

Location is also important because a warehouse property requires proximity to customers and accessibility to rail lines, major roadways and other distribution channels. Each logistics property competes with other properties in the related city and surrounding areas. Any new supply of logistics assets through creation of new logistics parks/units coming off existing leases is likely to have an impact on rentals and value of other properties in the surrounding areas.

Exposure to the UK industrial sector

The Properties have ongoing exposure to the industrial, manufacturing, transport and logistics sectors in the United Kingdom. At least 20 Properties contributing greater than approximately 40 per cent. of rent and approximately 38 per cent. of value have direct/indirect exposure to those sectors. Pressure on the industrial/manufacturing sector (and related impact on the transport and logistics sector) in the UK driven by weaker macro-economic factors, lower demand and higher production costs, amongst other factors, is likely to have an adverse impact on the performance of the Property Portfolio.

6 Properties contributing approximately 13 per cent. in rent and approximately 12 per cent. of value are located in close vicinity to the Jaguar-Land Rover (**JLR**) manufacturing facility to enable the "Just-In-Time" production at the JLR facility. Adverse conditions impacting the JLR facility including reduction in demand, re-locating manufacturing facilities to low-cost production facilities in India or China (or elsewhere) and increased competition from other automobile companies is likely to impact the demand for logistics space and rental values around the JLR facility.

Renewal, termination and expiration of Leases, vacancy and re-letting entail risks that may adversely affect the performance of the Whole Loan

Repayment of the Whole Loan will be affected by the expiration of leases and the ability of the Borrowers to renew the leases or to re-let the space corresponding to such leases on comparable terms.

There can be no assurance that:

(a) leases that expire can be renewed;

(b) the space covered by leases that expire or are terminated can be re-leased in a timely manner at comparable rents or on comparable terms;

(c) vacant space can be leased in a timely manner at favourable rents or on favourable terms; or

(d) the Borrowers will have the cash or be able to obtain the financing to fund any required tenant improvements.

Income from and the market value of a Property would be adversely affected if vacant space in such Property could not be leased for a significant period of time, if tenants were unable to meet their lease obligations or if, for any other reason, rental payments could not be collected or if one or more tenants ceased operations at such Property. Upon the occurrence of an event of default by a tenant, delays and costs in enforcing the lessors' rights could occur. In addition, certain tenants at the Properties are entitled to terminate their leases based upon negotiated lease provisions, such as break rights, at specified points in the relevant lease. In these cases the

operation of these provisions will allow a termination of the relevant lease before its contractual expiry date. A tenant's lease may also be terminated or its terms otherwise adversely affected if a tenant becomes subject to insolvency proceedings.

Even if vacant space is successfully re-let, the costs associated with re-letting, including tenant improvements and leasing commissions, could be substantial and could reduce cash flow from the Properties. These costs may cause the Borrowers to default in their other obligations, which could reduce cash flow available for debt service payments . The Properties also may experience higher continuing vacancy rates and greater volatility in rental income and expenses.

One Property is currently vacant.

Risk relating to property management

The properties in the Property Portfolio are currently managed and will be managed by the Property Manager (Savills (UK) Limited) and the Asset Manager (Logicor) as described in more detail in the "*Property and asset management agreements*" section of this Prospectus. The successful operation of a property depends upon the property and asset manager's performance and the technical and economical viability of the manager's capital preservation and improvement projects and leasing initiatives. The property manager is generally responsible for responding to changes in the local market; planning and implementing the rental structure; operating the property and providing building services; managing operating expenses; and assuring that maintenance and capital improvements are carried out in a timely fashion. The asset manager is responsible, in respect of a Property, for financial planning, preparing the budget, business plan, capital expenditure plan and financial and fiscal compliance generally. Given the number of Properties and the number of leases, the Property Portfolio requires intensive management, active marketing and leasing, and a good relationship with tenants in order to maintain and enhance income, minimise vacancy rates and also to ensure the Property Portfolio is kept in good order. The net cashflow realised from and/or the residual value of the Properties may be affected by the performance of each property and asset manager.

If a manager's appointment is terminated pursuant to the relevant management agreement, it may be difficult to replace that manager on the same or similar terms. In addition, the timely adherence to a business plan could be interrupted if a manager's appointment is terminated.

Potential conflicts of interest of the Asset Manager and Blackstone

The Asset Manager, Logicor Europe Limited (**Logicor**) is a portfolio company of Blackstone Group L.P. (**Blackstone**). Each of the Asset Manager, Blackstone, the Sponsor and the respective affiliates (the **Relevant Property Managers**), own, lease and manage a large number of properties other than the Properties and may acquire additional properties in the future. Such other properties, similar to other third-party owned real estate, may compete with the Properties for existing and potential tenants. It cannot be assured that any of the Relevant Property Managers, will allocate their respective management efforts in such a way as to maximise the returns with respect to any of the Properties, as opposed to maximising the returns with respect to such other properties which do not secure the Whole Loan, or that the Relevant Property Managers will not actively compete with the Properties or that the activities of the Relevant Property Managers with respect to such other properties will not adversely impact the performance of any Property. Additionally, the Loan Seller or affiliates of the Loan Seller may lend to any of the Relevant Property Managers in the future with such properties constituting security.

Chancel repair

A number of the Properties are located within areas which have a potential risk of chancel repair liability. Where a Property is subject to a potential repair liability suitable indemnity insurance has been put in place.

E Considerations relating to the Obligors

Risks relating to other indebtedness, liabilities and financings of the Obligors

The existence of indebtedness incurred by an Obligor other than the Whole Loan could adversely affect the financial viability of such Obligor. Additional debt increases the likelihood that a Borrower would lack the resources to perform on both the Whole Loan and such additional debt. In addition, the existence of any actual or contingent liabilities of a Borrower or Obligor may result in the insolvency or (if applicable) administration, or any such analogous proceedings in the relevant Centre of Main Interests of that Borrower or Obligor which may lead to an unanticipated default under the Whole Loan, which would impact the ability of the Issuer to meet its payment obligations on the Notes.

The Facility Agreement provides limitations on the right of the Obligors to occur any financial indebtedness other than permitted financial indebtedness. For more detail in relation to all of the aforementioned, see "*Description of the Facility Agreement*" below.

Risks relating to litigation

There may be pending or threatened legal proceedings against any Obligor, and/or their respective affiliates arising out of the ordinary business of such Obligor.

In the Facility Agreement to the best of their knowledge (having made due enquiry appropriate and consistent for entities of a similar nature to the Obligors activity on similar transactions), the Obligors represented on the date of the Facility Agreement, the utilisation date under the Finance Documents, that no litigation which if adversely determined, would have a Material Adverse Effect (as defined under the Facility Agreement) has been started against them.

Risks relating to the administration proceedings of the English Obligors

One of the Borrowers, and a significant number of the Guarantors, were incorporated in England (the **English Obligors**). The Issuer was also incorporated in England. In certain circumstances an administrator may be appointed in relation to an English Obligor or the Issuer, the effect of which would be that, during the period for which the order is in force, the affairs, business and property of the company will be managed by the administrator. The appointment may be made:

(a) by the court, on the application of the company, its directors, any or all of its creditors, or the justices' chief executive for a magistrates court, provided that the court is satisfied that the company is or is likely to become unable to pay its debts and that the administration order is reasonably likely to achieve the statutory purpose of administrations;

(b) by the holder of a "qualifying floating charge" (as defined in the Insolvency Act) over the whole or substantially the whole of the company's property who gives notice of intention to appoint an administrator to any holder of a prior qualifying floating charge and files with the court the appointment in prescribed form (including a statutory declaration that the charge was enforceable on the date of the appointment and a statement by the proposed administrator that he believes the statutory purpose of administration is reasonably likely to be achieved) and such other documents as may be provided; or

(c) by the company or its directors if it or they give notice of intention to appoint an administrator to any person who may be entitled to appoint an administrative receiver or an administrator of the company, such person declines to appoint an administrative receiver or administrator (as the case may be) and the appointment is filed with the court in prescribed form (including a statutory declaration that the company is or is likely to become unable to pay its debts and a statement by the proposed administrator that he believes the statutory purpose of administration is reasonably likely to be achieved) along with such other documents as may be provided.

An interim "moratorium" on enforcement action against the company will come into effect on the filing with the court of the application for making of an administration order by the court or the notice of intention to appoint an administrator out of court, or on the presentation of a petition for an administration order, as the case may be. During the period for which such moratorium is in force, (among other things) no steps may be taken to enforce any security over the property of the company except with the leave of the court (and subject to such terms as the court may impose). The moratorium remains in force where an administration application has been made

and has not yet been granted or dismissed, or has been granted but the order has not yet taken effect, or where a floating charge holder has filed notice of intention to appoint an administrator with the court, until the appointment takes effect or until 5 business days expire with no administrator having been appointed, or where the directors of the company itself have filed with the court notice of intention to appoint an administrator, until the appointment takes effect or until 10 business days expire with no administrator having been appointed.

The statutory moratorium is continued in nearly identical terms if the company goes into administration. During the period for which a company is in administration, (among other things) no steps may be taken to enforce any security over the property of the company or partnership except with the leave of the court (and subject to such terms as the court may impose) or the consent of the administrator.

Accordingly, if an application is made or a petition is presented for the making of an administration order by the court, or notice is filed with the court of the intention to appoint an administrator, or an administration order is made or an administrator is appointed in respect of an English Obligor or the Issuer, the enforcement of the Loan Security by the Loan Security Agent would not be possible unless the leave of the court or the consent of the administrator was obtained, and would in any case be delayed by the need to apply to the court for leave or to the administrator for consent.

In addition, it should be noted that, to the extent that the assets of the Issuer or any English Obligor are subject only to a floating charge (including any fixed charge recharacterised by the courts as a floating charge), in certain circumstances under the provisions of section 176A of the Insolvency Act 1986, certain floating charge realisations which would otherwise be available to satisfy the claims of secured creditors under the Issuer Deed of Charge/relevant Loan Security Document may be used to satisfy any claims of unsecured creditors. While certain of the covenants given by the Issuer and the Obligors in the Issuer Transaction Documents and Finance Documents are intended to ensure it has no significant creditors other than the secured creditors under the Issuer Deed of Charge/Loan Security Document, it will be a matter of fact as to whether the Issuer/relevant company has any other such creditors at any time. There can be no assurance that the Noteholders will not be adversely affected by any such reduction in floating charge realisations upon the enforcement of the Issuer Security/Loan Security.

Risks relating to liquidation expenses of the Issuer or the English Obligors

On 6 April 2008, a provision in the UK's Insolvency Act 1986 (the **Insolvency Act**) came into force which effectively reversed by statute the House of Lords' decision in the case of *Leyland Daf* in 2004. Accordingly, the costs and expenses of a liquidation (including certain tax charges) will be payable out of floating charge assets in priority to the claims of the floating charge-holder. In respect of certain litigation expenses of the liquidator only, this is subject to approval of the amount of such expenses by the floating charge-holder (or, in certain circumstances, the court) pursuant to provisions set out in the Insolvency Rules 1986.

As a result of the changes described above, upon the enforcement of the floating charge security granted by the Issuer and/or each English Obligor, respectively, floating charge realisations which would otherwise be available to satisfy the claims of secured creditors under the Issuer Deed of Charge or the relevant Loan Security Document will be reduced by at least a significant proportion of any liquidation expenses. There can be no assurance that the Noteholders will not be adversely affected by such a reduction in floating charge realisations.

Risks relating to Jersey, Guernsey and Luxembourg Obligors

Jersey Obligors

Two of the Guarantors are incorporated under the laws of Jersey (the **Jersey Obligors**). The legal system and market practice concerning security in Jersey may have substantially different features to that in England. Such differences may include:

(a) limitations and restrictions on taking security, the rights and remedies available to a secured party and the availability of security over certain classes of asset; and

(b) procedures for enforcement of security and the exercise of remedies by a secured party.

The above differences might potentially be disadvantageous to a secured party when compared to English law.

In relation to the Jersey Obligors, there is a potential risk that third party creditors may commence insolvency proceedings against them in Jersey.

It should be noted in relation to the Jersey Obligors and the Guernsey Obligors that section 426 of the English Insolvency Act 1986 allows a court having jurisdiction in relation to insolvency in the United Kingdom to assist the courts having the corresponding jurisdiction in a "relevant country" (which includes Jersey and Guernsey). In practice, a court in Jersey or Guernsey (as applicable) could request that a Jersey Obligor or Guernsey Obligor be placed into an English insolvency proceeding (such as administration). If such a request were successful, the analysis above regarding English insolvency proceedings would apply to the Jersey Obligors or the Guernsey Obligors, as applicable.

Guernsey Obligors

Three of the Guarantors are incorporated under the laws of Guernsey (the **Guernsey Obligors**). The legal system and market practice concerning security in Guernsey may have substantially different features to that in England. Such differences may include:

(a) limitations and restrictions on taking security, the rights and remedies available to a secured party and the availability of security over certain classes of asset; and

(b) procedures for enforcement of security and the exercise of remedies by a secured party.

The above differences might potentially be disadvantageous to a secured party when compared to English law.

In relation to the Guernsey Obligors, there is a potential risk that third party creditors may commence insolvency proceedings against them in Guernsey.

Luxembourg Obligors

All, but one, of the Borrowers, as well as a significant number of the Guarantors are incorporated or existing under the laws of Luxembourg (the **Luxembourg Obligors**). The Facility Agreement provides that each Obligor must maintain its Centre of Main Interests in its jurisdiction of incorporation. Accordingly, to the extent the Luxembourg Obligors have their Centre of Main Interests in Luxembourg, insolvency proceedings would be governed by the insolvency laws of Luxembourg. Although there is a rebuttable presumption that a company's Centre of Main Interests is the location of its registered office, the location of a company's Centre of Main Interests is a question of fact and is case dependent. For example, in the case of the Borrowers incorporated in Luxembourg, their ownership of the Properties located in England may affect the analysis regarding their Centre of Main Interests. If it were found to be England instead of Luxembourg, the analysis above regarding the English Obligors would apply. Luxembourg laws may be less favourable to creditors than the laws of jurisdictions with which potential investors in the Notes and Noteholders may be more familiar.

The following is a brief description of the key features of Luxembourg insolvency proceedings and certain aspects of insolvency laws in Luxembourg.

Insolvency proceedings

Under Luxembourg insolvency laws, the following types of proceedings (together referred to as **Luxembourg Insolvency Proceedings**) may be opened against the Luxembourg Obligors to the extent that the Luxembourg Obligors have their registered office or their Centre of Main Interests in Luxembourg:

(a) bankruptcy proceedings (*faillite*);

(b) controlled management proceedings (*gestion contrôlée*); and

(c) composition proceedings (*concordat préventif de la faillite*).

In addition to these proceedings, the ability of the holders of Notes to receive payment may be affected by a decision of the commercial district court (*Tribunal d'arrondissement siégeant en matière commerciale*) granting suspension of payments (*sursis de paiements*) or putting the Luxembourg Obligors into judicial liquidation (*liquidation judiciaire*).

Bankruptcy (faillite)

Effects of a Bankruptcy Proceeding

The main effect of bankruptcy proceedings is the suspension of all measures of enforcement against the Luxembourg Obligors, except, subject to certain limited exceptions, for secured creditors, and the payment of creditors in accordance with their rank upon the realization of assets.

In principle, contracts of the bankrupt company are not automatically terminated on commencement of bankruptcy proceedings, save for contracts for which the identity or solvency of the company was crucial (*intuitu personae* agreements). However, certain contracts are terminated automatically by law (such as employment contracts) unless expressly confirmed by the receiver. The receiver may choose to terminate contracts of the company subject to the rule of "*exceptio non adimpleti contractus*" and the creditors' interest.

Unsecured claims will only rank after the cost of liquidation (including any debt incurred for the purpose of such liquidation) and certain preferential debts.

During Luxembourg Insolvency Proceedings, all enforcement measures by unsecured creditors are suspended.

Luxembourg insolvency laws may also affect transactions entered into or payments made by the Luxembourg Obligors during the pre-bankruptcy hardening period (*période suspecte*) which is a period of a maximum of six months preceding the judgment declaring bankruptcy, and, as for specific payments and transactions, during an additional period of ten days before the commencement of such period preceding the judgment declaring bankruptcy, except that in certain specific situations the commercial district court may set the start of the suspect period at an earlier date.

Controlled Management Proceedings (gestion contrôlée)

General Administration of Controlled Management Proceedings

The Luxembourg Obligors, which have lost their commercial creditworthiness (*ébranlement de crédit*) or which are not in a position to completely fulfill their obligations, can apply for the regime of controlled management in order either (i) to restructure their business or (ii) to realise their assets in good conditions.

Controlled management proceedings are rarely used as they are not often successful and generally lead to bankruptcy proceedings. They are occasionally applied to companies, in particular holding or finance companies, which are part of an international group and whose inability to meet obligations results from a default of group companies.

Effects of a Controlled Management Proceeding

As from the day of the appointment of the investigating judge and up to the final decision on the application for controlled management, any subsequent enforcement proceedings or acts, even if initiated by privileged creditors (including creditors who have the benefit of pledges (*gages*) and mortgages (*hypothèques*)) are stayed, save as provided for by the Luxembourg law of 5 August 2005 on collateral arrangements, as amended (the **Collateral Act 2005**). The company may not enter into any act of disposition, mortgage, contract or accept any movable asset without the authorization of the investigating judge.

Once the administrators have been appointed, the company may not carry out any act (including receiving funds, lending money, granting any security, or making any payment) without the prior authorization of the administrators. The administrators may bring any action before the commercial district court in order to have any act made in violation of the legislation governing the controlled management or in fraud of the creditors' rights be set aside. Subject to the prior authorisation of the commercial district court, they may bring an action (i) to have the directors, managers or the statutory auditor be held liable or (ii) if the commercial district court has declared the company to be in cessation of payments, to have certain payments, compensations or security interests be set aside (under certain conditions set forth in Articles 445 *et seq*. of the Luxembourg code of commerce).

Preventive Composition Proceedings (concordat préventif de la faillite)

General Administration of Preventive Composition Proceedings

The Luxembourg Obligors may enter into a preventive composition proceedings (*concordat préventif de la faillite*) in order to resolve its financial difficulties by entering into an agreement with its creditors, the purpose of which is to avoid bankruptcy.

Effects of a Preventive Composition Proceedings

The company's business activities continue during the preventive composition proceedings. While the composition is being negotiated, the company may not dispose of, or grant any security over, any assets without the approval of the delegated judge. Once the composition has been agreed by the commercial district court, this restriction is lifted. However, the company's business activities will still be supervised by the delegated judge.

While the composition is being negotiated, creditors may not take action against the company to recover their claims. Secured creditors (including secured creditors benefiting from a financial collateral arrangement governed by the Collateral Act 2005) who do not participate in the composition proceedings may take action against the company to recover their claims and to enforce their security. Fraudulent transactions which took place before the date on which the commercial district court commenced preventive composition proceedings may be set aside (please see the bankruptcy proceedings section above).

Effects of opening of Luxembourg Insolvency Proceedings on security interests governed by the Collateral Act 2005

The Collateral Act 2005 expressly provides that financial collateral arrangements governed by the Collateral Act 2005 (such as the pledges created under the Luxembourg law governed security documents entered into on or about the date of and in connection with the Facility Agreement) including enforcement measures are valid and enforceable even if entered into during the pre-bankruptcy period, against third parties including supervisors, receivers, liquidators and any other similar persons or bodies irrespective of any bankruptcy, liquidation or other situation, national or foreign, of composition with creditors or reorganization affecting anyone of the parties.

Limitation on enforcement of security interests

According to Luxembourg conflict of laws rules, the courts in Luxembourg will generally apply the *lex rei sitae* or *lex situs* (the law of the place where the assets or subject matter of the pledge or security interest is situated) in relation to the creation, perfection and enforcement of security interests over such assets. As a consequence, Luxembourg law will apply in relation to the creation, perfection and enforcement of security interests over assets located or deemed to be located in Luxembourg.

The Collateral Act 2005 governs the creation, validity, perfection and enforcement of pledges over financial instruments including, among others, (i) shares in private limited liability companies (ii) bank accounts and (iii) receivables located or deemed to be located in Luxembourg, granted to secure financial obligations. Under the Collateral Act 2005, the perfection of security interests depends on certain registration, notification and acceptance requirements. Article 11 of the Collateral Act 2005 sets out enforcement remedies available upon the occurrence of an enforcement event, including, but not limited to:

(a) appropriation by the pledgee or appropriation by a third party of the pledged assets at a value determined in accordance with a valuation method agreed upon by the parties;

(b) sell or cause the sale of the pledged assets (i) in a private transaction (*vente de gré à gré*) at normal commercial terms (*conditions commerciales normales*), (ii) by a public sale at the stock exchange (if listed shares) or (iii) by way of a public auction;

(c) court allocation of the pledged assets to the pledgee in discharge of the secured obligations following a valuation made by a court-appointed expert; or

(d) set-off between the secured obligations and the pledged assets.

As the Collateral Act 2005 does not provide any specific time periods and depending on (i) the method chosen, (ii) the valuation of the pledged assets, (iii) any possible recourses and (iv) the possible need to involve third

parties, such as, e.g. courts, stock exchanges and appraisers, the enforcement of the security interests might be substantially delayed.

The Collateral Act 2005 expressly provides that financial collateral arrangements (including pledges) including enforcement measures are valid and enforceable, even if entered into during the hardening period, against third parties including supervisory, receivers, liquidators and any other similar persons or bodies irrespective of any bankruptcy, liquidation or other situation, national or foreign, of composition with creditors or reorganization affecting any one of the parties.

The perfection of the security interests created pursuant to pledge agreements does not prevent any third party creditor from seeking attachment or execution against the assets, which are subject to the security interests created under the pledge agreements, to satisfy their unpaid claims against the pledgor. Such creditor may seek the forced sale of the assets of the pledgors through court proceedings, although the beneficiaries of the pledges will in principle remain entitled to priority over the proceeds of such sale (subject to preferred rights by operation of law).

Luxembourg third-party security interests and guarantee considerations

A Luxembourg company may only encumber its assets or provide guarantees in accordance with its corporate objects and for its corporate benefit. A company may hence, in principle, not encumber its assets or provide guarantees in favour of group companies in general (at least as far as parent companies and fellow subsidiaries of its parent companies are concerned). In this respect it should be noted that there is no Luxembourg legislation governing group companies which specifically regulates the establishment, organisation and liability of groups of companies. Consequently, the concept of group interest as opposed to the interest of the individual corporate entity is not expressly recognised. However, based on relevant French and Belgian case law and legal literature (to which Luxembourg courts are likely to refer in this context), the view can be taken that a Luxembourg company may, in principle, validly assist other group companies if:

(a) they are part of an integrated group;

(b) it can be established that the company derives a benefit from granting such assistance or that at least, there is no disruption of the balance of interests in the group to the detriment of the Luxembourg company; and

(c) the assistance is not in terms of the amounts involved disproportionate to the company's financial means and the benefits derived from granting such assistance.

If the assistance is deemed contrary to the interest of the company by the courts, its directors may be held liable for action taken in that context.

To mitigate the above risks it is market practice in Luxembourg to limit personal guarantees, but not *in rem* security, granted by Luxembourg obligors to parent companies and fellow subsidiaries of its parent companies. In the matter at hand, the obligations of each Luxembourg Obligor under the guarantee in clause 19 of the Facility Agreement for the obligations of any other guarantor which is not a subsidiary of such Luxembourg Obligor (i.e. parent companies and fellow subsidiaries of its parent companies) is limited to 95 per cent. of the aggregate amount of the own funds and subordinated debt of such Luxembourg Obligor as per the provisions of clause 19.12 of the Facility Agreement.

Considerations regarding Article 5 of the Council Regulation (EC) No. 1346/2000 (the ***EC Insolvency Regulation***)

Under Article 5 of the EC Insolvency Regulation, the opening of insolvency proceedings in a particular member state will not affect the rights *in rem* (such as security rights) of a creditor in respect of assets belonging to the debtor which are situated in another member state at the time of opening of the proceedings. The implication of this provision in the context of the insolvency of any of the Luxembourg Obligors is that any stay on creditor action may not prevent secured creditors from taking enforcement action in respect of secured assets of the Luxembourg Obligors located in England.

F Considerations relating to the Loan Hedging Agreement

Interest rate risk

Funds received by the Company under the Initial Interest Rate Cap Transaction will be used by the Borrowers to make interest payments on the Whole Loan. Accordingly, there is a risk that if the Whole Loan is under-hedged, or if for any reason the funds received from the Company under the Initial Interest Rate Cap Transaction are not passed on to one or more Borrowers via the proposed back-to-back hedging arrangements, such Borrowers will not fully benefit from such interest rate hedging and thus may not have sufficient funds to make all required payments to the Issuer under the Securitised Loan. Accordingly, the Issuer may not have sufficient funds available to make all required payments to the Class A Noteholders and the other Issuer Secured Creditors. However, where one or more Borrowers has insufficient funds to make required payments to the Issuer under the Securitised Loan, the Company, having received the amounts under the Initial Interest Rate Cap Transaction and being a Guarantor under the Facility Agreement, guarantees (on a joint and several basis with the other Guarantors) the punctual performance by such Borrowers of their payment obligations to the Issuer under the Securitised Loan.

General: risks not exhaustive

The Issuer believes that the risks described above are the principal risks inherent in the transaction for Noteholders, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may occur for other reasons and the Issuer does not represent that the above statements regarding the risks relating to the Notes are exhaustive. Although the Issuer believes that the various structural elements described in this Prospectus might to some degree lessen some of these risks for Noteholders, there can be no assurance that these measures will be sufficient to ensure payment to Noteholders of interest, principal or any other amounts on or in connection with the Notes on a timely basis or at all.

OVERVIEW OF THE LOGISTICS MARKET

Background

The modern distribution unit has evolved considerably over the past couple of decades with the logistics and distribution sector becoming a vital part of the UK economy. Over the past 10 years in particular, the sector has evolved to become more specialised with the distribution units being bespoke to the occupier's needs and hence moving away from a previously close association with traditional industrial/manufacturing buildings.

In order to comment on the occupational market, CBRE has defined the characteristics of what they believe a modern distribution unit to be. Listed below are the features that CBRE typically associates with a high quality unit. CBRE states that not all distribution units will incorporate all of the features listed below but the majority will benefit from many:

(a) in excess of 9,290 sq m (100,000 sq ft). The largest units are in excess of 1m sq ft;

(b) eaves height in excess of 12 metres (39 ft);

(c) secure, level site;

(d) building to site coverage of 40 per cent. to 50 per cent;

(e) minimum yard depth of 40 metres with 360 degree circulation around the building;

(f) separate in and out access points for heavy goods vehicles (**HGVs**), typically via a gate house. Access to car parking by a separate entrance;

(g) warehouse floor loading a minimum of 50kN/M2;

(h) office content of 3 per cent. to 7.5 per cent. The larger units will have a lower ratio;

(i) 1 dock or level access door per 10,000 sq ft. Many modern buildings are cross-docked;

(j) good car parking provisions for employees and visitors. One space per 1,000 sq ft;

(k) HGV spaces of typically one space per 3,000 sq ft. This is entirely dependent on the tenant's individual needs;

(l) sprinkler system;

(m) the larger units will have a vehicle maintenance unit, fork lift battery charging stations and on-site refuelling; or

(n) excellent communication links with one or a combination of road, ports, rail and air.

Demand for distribution warehousing of over 100,000 sq ft continued to remain strong during 2014. For the year as a whole, a total of 20.2 m sq ft was acquired for occupation.

The past year has also seen some of the last remaining space from the 2009 supply peak being taken for occupation. Deals to Staples in Corby and Wiggle in Walsall took some of the largest units out of the market and contributed to a record low for availability by the end of the year. Whilst new speculative development is now beginning to emerge, units are being rapidly acquired for occupation.

With the lack of supply, CBRE are now seeing rental growth and have reported that the pace of growth, particularly in London and the South East, is now ahead of the rate of inflation, and is expected to stay ahead for the whole of 2015.

Pre-let and early marketed properties accounted for a record high market share during 2014 comprising 48 per cent. of total take-up, across all quality types, and 81 per cent. of all take-up on new build space.

Regionally, the Midlands dominated market activity during the year. Together, the East and West Midlands saw over 11 m sq ft of take-up, a 55 per cent. share of total UK take-up during the year. Major build-to-suit deals in the region, including deals to Primark at Thrapston and Euro Car Parts at Birch Coppice have contributed to this

dominance. The region has also contributed to a 15 per cent. share of UK take-up from the motor industry. This placed automotive occupiers as the third largest group after third party logistics (3PL) providers (27 per cent.) and general retailers (25 per cent.).

CBRE expects demand to continue to remain strong throughout 2015. The rapid fall in the price of oil during H2 of 2014 is now starting to filter through to fuel prices, and so will be a material benefit to the majority of occupiers, especially those reliant on road haulage.

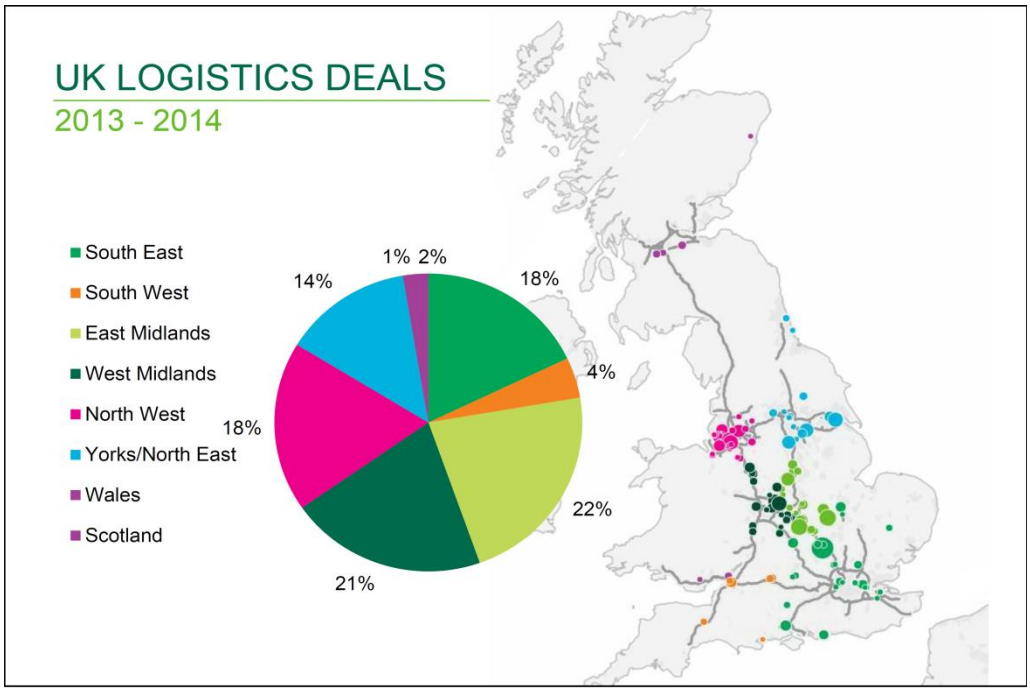
The retailers and contract led third party logistics providers (**3PLs**) are increasingly occupying larger units in excess of 300,000 sq ft. A 3PL is an occupier such as DHL, Eddie Stobart, Norbert Dentressangle, Geopost and Kuehne & Nagel who provide services to the main retailers, entering directly into contracts with them and delivering products directly to the customer. The contracts are typically five or ten years in length and this will dictate the length of lease that a 3PL will take on a distribution unit.

Key UK locations

The modern UK logistics network has developed around two principal modes of transport: ports and roads. A significant quantity of freight is transported by rail but in comparison to road transport, rail volumes remain low. With many of the country's major container ports located on the North Sea coast, important east/west trunk roads allow goods to be transported to the centre of the country, where the UK motorway network is most heavily concentrated. This is also traditionally the optimum location for servicing the majority of the UK population.

Due to these factors, the Midlands has the greatest concentration of logistics operations, although the traditional dominance of the 'hub and spoke' model is being challenged by port-centric solutions and the demand for 'gateway' distribution centres close to large conurbations. In addition, legislation such as the European Working Time Directive has limited driver hours, meaning warehouses need to be more evenly spread around the country. This has been to the benefit of locations in Scotland.

The illustration below shows the spread occupational deals for UK logistics units in 2013 and 2014. It can be seen that the majority of lettings were in the Midlands, North East and North West with 75 per cent. of all deals of units in excess of 100,000 sq ft. The size of the circles is a representation of the unit sizes. The largest concentration of large units as in the context of overall take-up is in the North East.



Key logistics clusters around the UK include:

(a) South East: close proximity to London and its associated ports, together with a high concentration of road and rail services. Logistics use has clustered around the M25 Motorway, in particular around Dartford, Dagenham, Enfield and Heathrow.

(b) The Midlands benefits from is optimum location, and is also the focal point for a number of nationally important motorways and trunk roads. The region also includes a number of important parks including Daventry International Rail Freight Interchange (**DIRFT**) and Magna Park. It is estimated that over 90 per cent. of the UK's population live within a 4 hour drive from the so-called 'Golden Triangle' in the Midlands. The Golden Triangle is the prime distribution and logistics location in the UK according to CBRE. CBRE states it is the area that is most sought after by occupational tenants and that operators that have national exposure will inevitably have a strong representation in the Golden Triangle.

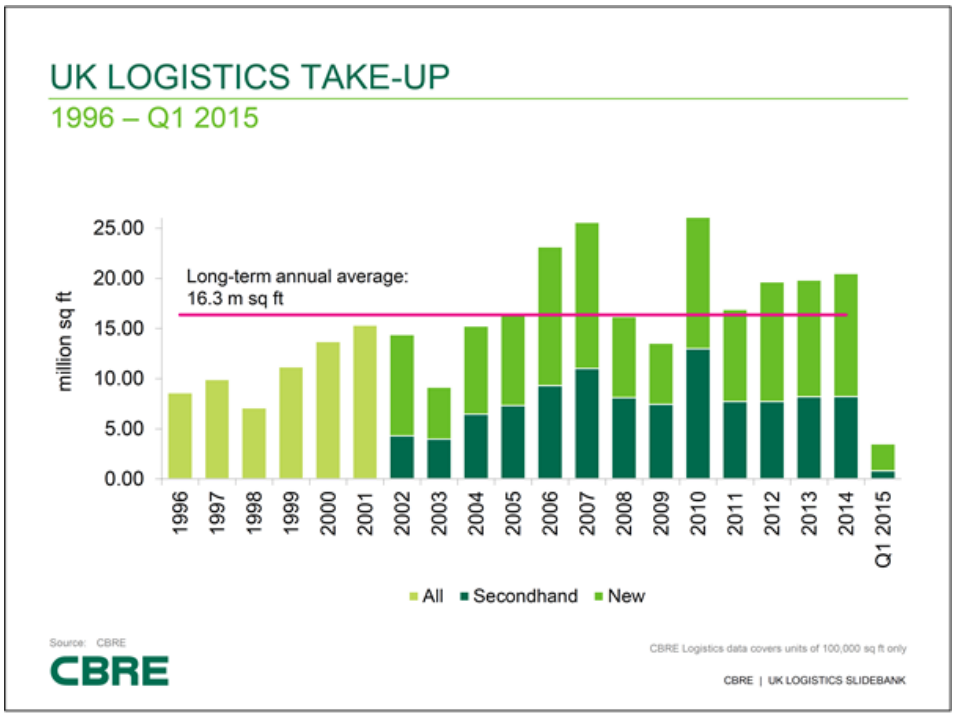
(c) In Yorkshire there is an important cluster in South and West Yorkshire in the area between Leeds, Sheffield and Doncaster.

(d) The North West provides a larger and growing cluster around Greater Manchester and Merseyside in locations such as Widnes, Runcorn and Chorley. The M6 and M62 provide connections to other parts of the country, and there are important maritime links with the Port of Liverpool, which itself has ambitious expansion plans. Increasingly, the North West is being preferred by occupiers as for a single northern hub.

This traditional geography of logistics in the UK has developed around the motorway network, by which the vast majority of goods are transported across the country. Increasingly, multi-modal options are being considered, specifically locations with rail freight capabilities. Economies of scale are crucial in this respect, and as a result occupiers of "big box" units are the principal users of rail. Greater use of rail can assist in cost savings for businesses, particularly when transporting over long distances, as one freight service can be the equivalent to 60 HGVs.

In terms of the locations of the larger distribution units they cover a pattern sometimes referred to as the 'reverse Z'. In the south of England, the predominant axis is along the Thames Valley and M4 corridor with clusters to the east of London on either side of the Dartford crossing, and additional hubs in Reading, Swindon and on either side of the Severn Estuary (Avonmouth and Magor). In northern England there is a strong axis along the M62 and M18 corridors, with cluster around Liverpool, Warrington, Sheffield and Doncaster. Finally, there is the north west/south east axis through the Midlands following the M1 and M6, with the greatest concentration within the Golden Triangle around the M6/M1/M42. Additionally, deals of this size do take place in Scotland, primarily along the M8 between Glasgow and Edinburgh, however, since 2006 only two deals have taken place of over 500,000 sq ft, including a unit in excess of 92,900 sq m (1m sq ft) for Amazon in Dunfermline.

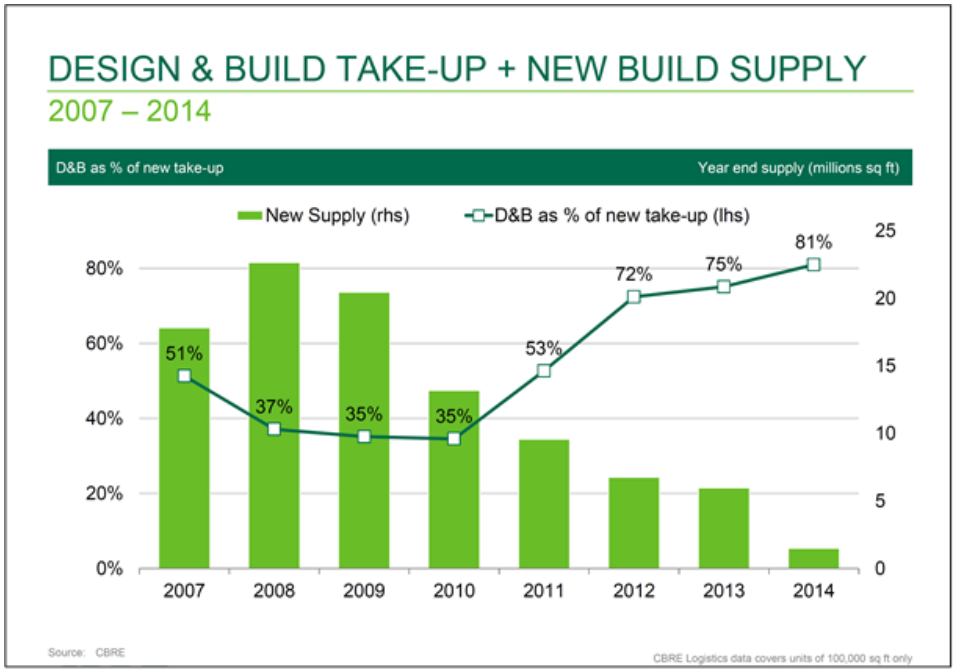
Take up



Demand for distribution warehouses in recent years has been particularly strong, and only suffered a short period of sub-trend demand during the depths of the recession in 2009. Over the long term the annual average take-up has totalled just under 1,486,400 sq m (16m sq ft) for units in excess of 9,290 sq m (100,000 sq ft). As shown in the graph below, the take up in 2010 was some 26.69m sq ft with take up levels exceeding the annual average since. Historically, the take-up levels have been higher in the second half of the year, based on the pace of activity observed so far in Q1 2015 should see the average exceeded once again, despite much lower levels of supply.

The "big box" market (500,000 sq ft +) forms a very important but relatively small proportion of the overall logistics market. Over the past seven years there have been, on average, around eight occupier transactions each year of individual units over 500,000 sq ft. These deals have totalled on average some 487,725 sq m (5.25m sq ft) per annum.

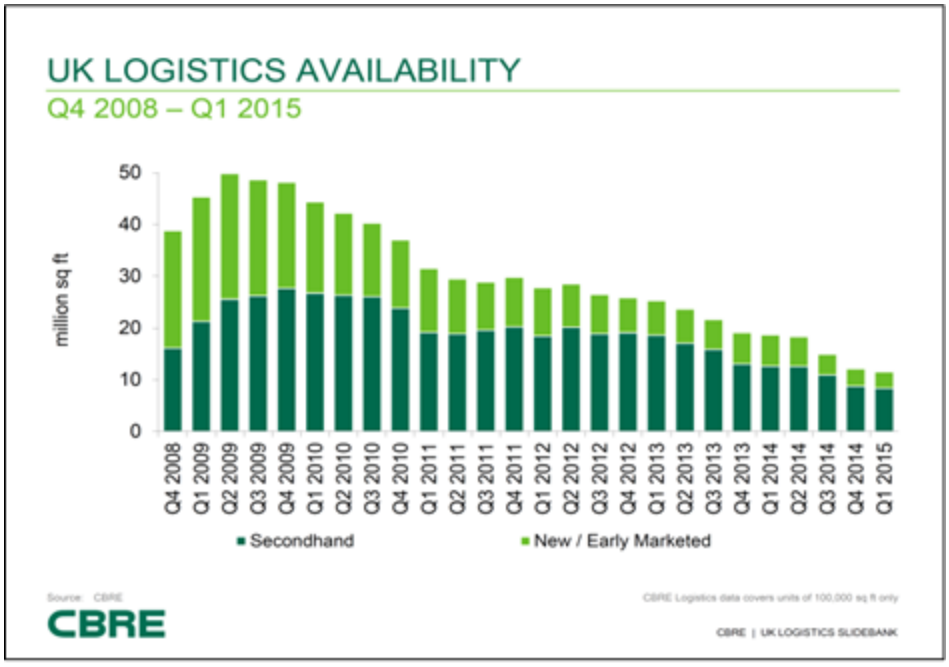
With the increased demand for large logistics units, CBRE have also seen an upturn in the amount of space acquired through "design & build" (**D&B**) solutions. The market for D&B has formed an increasing proportion of take-up of new warehouse space, with in excess of 70 per cent. of new space in units of 9,290 sq m (100,000 sq ft) and above acquired in this manner in both 2012 and 2013. This increased to over 80 per cent. in 2014. This has resulted in a direct impact on the decline in ready-to-occupy new build space following a position of over-supply in 2008/9. In 2008 some 22.66 m sq ft of new build distribution units in excess of 100,000 sq ft were constructed with 37 per cent. being pre-let and hence D&B for the prospective tenants needs. Compare this to 2014 where 1.50m sq ft was constructed, of which 81 per cent. was D&B. Since 2008, existing second-hand buildings have gradually been acquired by occupiers to the extent that key regions now have no new build supply remaining.



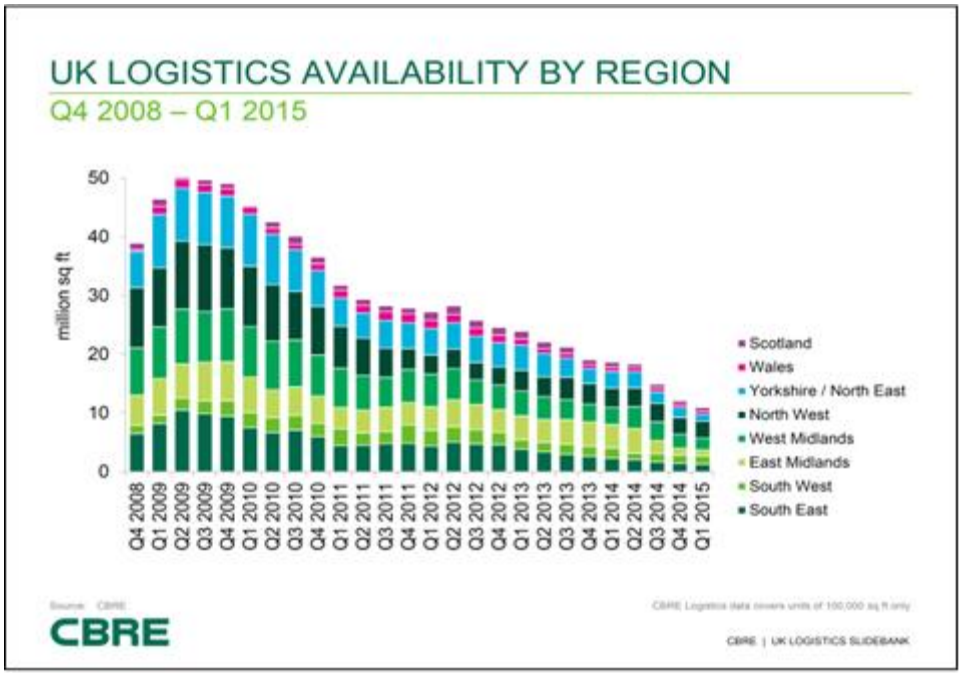
For the larger units over 500,000 sq ft occupiers are almost totally reliant on acquiring space through D&B. Over the past two years 100 per cent. of take up for units in excess of 500,000 sq ft has been through D&B.

Supply

Supply levels for logistics property peaked in 2009 following a spate of speculative development in the run up to the economic downturn. However, following strong occupational demand in recent years there is now a severe shortage of units of over 200,000 sq ft. 2014 saw the re-emergence of speculative development across the country. Nevertheless the vast majority of the schemes to have commenced have been at the smaller end of the warehouse spectrum (below 100,000 sq ft).

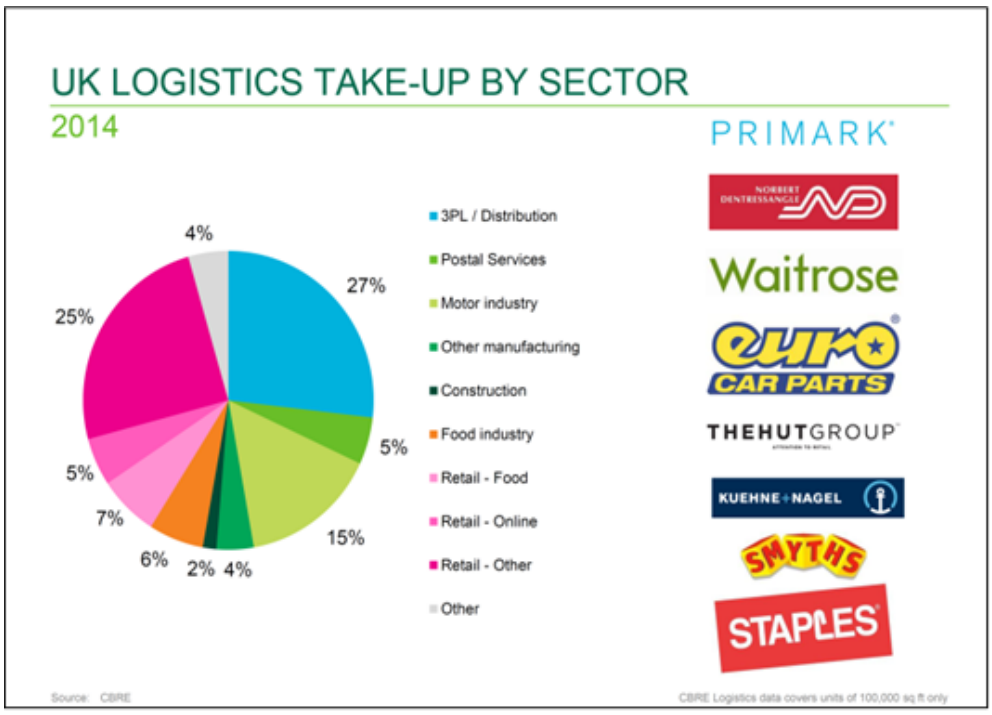


At the end of Q4 2014 overall supply in units of 100,000 sq ft and above stood at 12.09 m sq ft, of which 8.70 m sq ft was second-hand space. However, the vast majority of the space currently available and ready-to-occupy is in unit sizes of 100,000-250,000 sq ft. "big box" availability has significantly eroded since the start of the year. Following Staples letting in Corby, all that now remains is 511,000 sq ft of second-hand space in the Max 500 unit on the A43 to the east of Corby.



The rise of e-commerce

Over the past decade there has been a rapid shift in consumer retailing trends with e-commerce becoming very prominent in the UK and having a huge impact upon the direction of the retail sector. This changing face of retail has had a substantial impact upon the distribution sector. Whereas retailers formerly required warehouse space to store and deliver stock to their shops, there is an increasingly growing requirement for large distribution warehouses to be capable of delivering products to consumers throughout the UK. The ability for consumers to place orders directly from their smartphones or other internet connected devices requires the retailers to react quickly and efficiently.



E-commerce has resulted in retailers reacting to consumer demand by incurring considerable capital outlay in expanding and perfecting their online platforms. The consumer driven shift in the retail sector focus indicates that the positive effect on the logistics sector is not merely short term but looks set to continue into the long term.

The continued shift from the high street towards e-commerce is creating a growing demand for distribution space within the UK, where online purchases currently amount to 13 per cent. of all retail sales. In 2007, the online sales market accounted for £15bn, some 5.2 per cent. of all retail sales. By 2014 the online sales market stood at £42bn (13 per cent. of all retail sales).

In order to compete and gain the upper hand in the e-commerce market, where location of the nearest store is no longer a factor, retailers are seeking to deliver the product to the consumer's doorstep in the shortest time possible. This is leading to the retailers increasingly investing in high-tech picking technology, which is often bespoke and can cost multiple times the original build cost of the distribution unit itself. This technology allows retailers to stock and deliver products more effectively and efficiently. However, there is another positive side-effect for investors arising from occupiers investing in the picking technology: with retailers willing to make such an investment, the prospects that they will seek to enter into a long term lease to protect the significant capital outlay is strong.

Resurgence of the manufacturing and automotive sector

The contribution of the manufacturing industry to the UK economy has changed markedly over the last 60 years. On average, output in the industry has grown by 1.4 per cent. a year since 1948, although it has contracted around the economic downturns in the 1970s and early 1990s, and most recently and notably during the 2008-9 economic downturn.

Following the economic crash of 2008, the UK is experiencing a welcome resurgence in support for manufacturing. Companies across all sectors of manufacturing are growing and helping to propel the UK economy forward once again – creating value, generating and securing jobs. Official statistics show manufacturing has recorded eight consecutive quarters of growth up to Q1 2015 – demonstrating a solid trend compared with past trends.

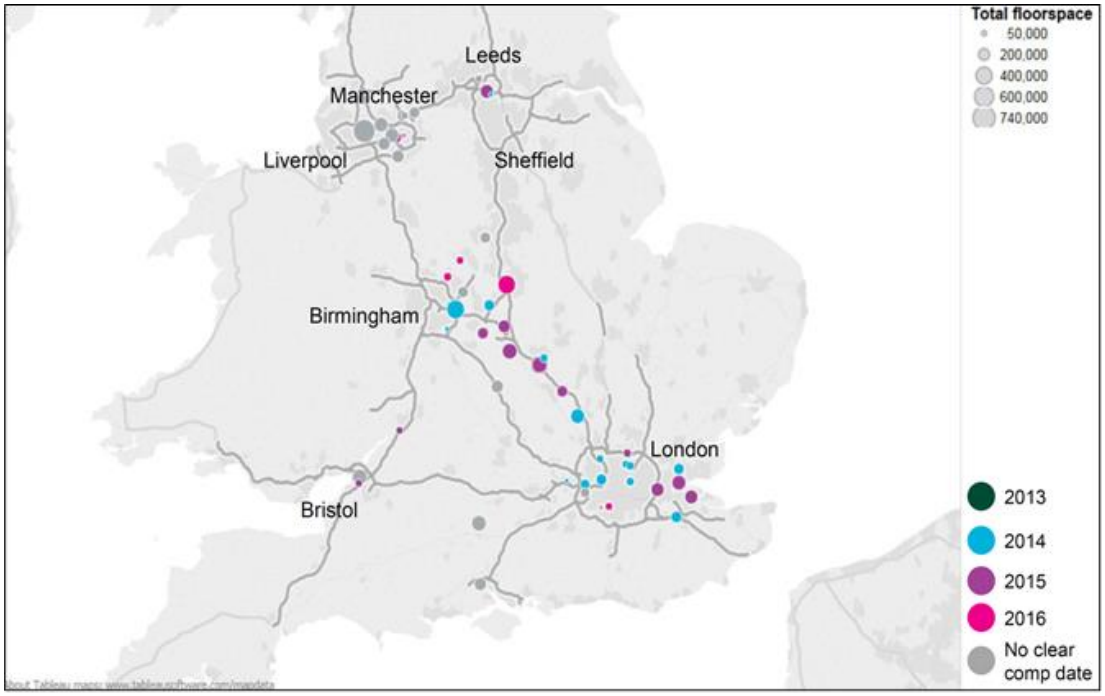
The automotive industry continues to play an important part in the UK economy and is one of the drivers of the strong trends witnessed by the manufacturing industry as a whole. The automotive industry accounts for 4 per cent. of GDP (£60.5 bn) and currently provides employment for more than 700,000 people in the UK. The UK is now the second largest vehicle market and fourth largest vehicle manufacturer in the EU. It is also the second largest premium vehicle manufacturer after Germany. Automotive is one of the largest export sectors in the UK, accounting for 10 per cent. of total UK export in goods.

The UK automotive industry has seen an unprecedented wave of investment by the likes of, BMW Group, Ford, Jaguar Land Rover, Nissan, Toyota and Vauxhall totalling well over £6 bn in the past three years. Some recently announced investments include (i) £2.0bn by Jaguar Land Rover (creating 3,000 jobs) (ii) £760m by BMW Group to its UK operations and (iii) £800m by Bentley for its SUV creating 1,000 jobs in Crewe.

This has encouraged scores of smaller supply chain companies to make similar investments. As such, the UK automotive industry is expected to produce more cars and employ more people in each of the next five years. The industry will continue to be a leading example of the UK's rebalancing economy widely acknowledged to be a pre-requisite for sustainable long-term economic prosperity.

UK industrial speculative development – schemes completed and in the pipeline

The below map shows the geographical spread of speculative schemes as at the end December 2014. This map covers all industrial speculative development, including small multi-let schemes within London, such as SEGRO's View 406 development in Enfield. London and the South East has been the principal early focus for development, although the first speculative scheme to start was at IM Properties' Birch Coppice Park. Schemes along the southern M1 corridor, and northwards along the M6 into the Midlands Golden Triangle, primarily comprise larger single units, generally between 100,000 sq ft and 250,000 sq ft. Increasingly, CBRE are now beginning to see schemes being proposed and start on sites in the North West and Yorkshire, for example Muse's Logic Leeds scheme in the Aire Valley Enterprise Zone.



Speculative schemes completed Q1 2014 to Q1 2015

In the period of Q1 2014 through to Q1 2015 CBRE is aware of six schemes being constructed speculatively, all in the Midlands/South East where the units exceed 100,000 sq ft. The developers were Prologis, IM Properties, Roxhill and Goodman. With an aggregate floor area of 1.301m sq ft, the largest unit is located at Prologis Park in Dunstable and extends to 310,000 sq ft. Four of the units were let to tenants during construction including Jaguar Land Rover at Coventry (226,760 sq ft), UPS at Birch Coppice (152,000 sq ft), Geopost at Hinckley (164,500 sq ft) and Bunzl and Draexlmaier in two units with an aggregate of 336,000 sq ft at Birch Coppice.

Rental levels

As with any average, there are individual examples of outperformance. This is the case in some local markets across the country, particularly in the South East and London area, where the scarcity of supply and high levels of competition for sites from other land uses has helped push up rental levels significantly. As a result CBRE has observed strong rates of growth for prime logistics space in M25 markets (up 12.6 per cent. for example in the M25 West quadrant).

With sustained levels of demand and increasingly limited supply, it was expected that there would eventually be rental growth within the sector. As such the pace of growth, particularly in the South East and around London has been particularly strong. Whilst not of the same magnitude, growth rates have pushed ahead of their pre-downturn rates in the rest of the South East and the Midlands, both of which are seeing growth of close to 3.0 per cent.

CBRE highlights in the table below the prime logistics rents being achieved in the various regions throughout the UK over the past 10 years.

Regional prime logistics headline rents 2004 - 2014

£ per sq ft per annum assuming 10 Year Lease (Brand New High Bay Unit over 120,000 sq ft)

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
South East	£11.00	£11.00	£12.50	£13.25	£12.00	£11.50	£11.50	£11.50	£11.50	£11.50	£12.95
South West	£5.25	£5.50	£5.50	£5.50	£5.50	£5.50	£5.50	£5.50	£5.25	£5.75	£5.75
East Midlands	£5.50	£5.50	£5.50	£5.75	£5.25	£5.25	£5.25	£5.50	£5.50	£5.75	£6.00
West Midlands	£5.75	£5.75	£5.75	£6.00	£5.50	£5.50	£5.50	£5.50	£5.50	£5.75	£6.15
Yorkshire	£4.50	£4.75	£4.75	£4.75	£5.00	£5.00	£5.00	£4.75	£4.75	£4.75	£4.75

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
North West	£4.50	£4.75	£4.75	£5.00	£4.50	£4.50	£4.50	£4.50	£4.75	£5.25	£5.50
Scotland	£5.00	£5.00	£5.25	£5.25	£5.25	£5.25	£5.25	£5.25	£5.00	£5.00	£6.50
Wales	£4.50	£4.50	£4.50	£4.50	£4.25	£4.25	£4.25	£4.25	£4.25	£4.25	£4.25

Source: CBRE

The table shows that without exception rental levels at the end of 2014 were higher as compared to 2004. The largest increase (30 per cent.) is in Scotland whereas the East and West Midlands are 9 per cent. and 7 per cent. respectively. However, rental growth in the Midlands has been more prevalent over the past 12 months. Yorkshire has remained generally flat over the period although there are signs of tangible rental growth emerging particularly in the Doncaster area.

South East

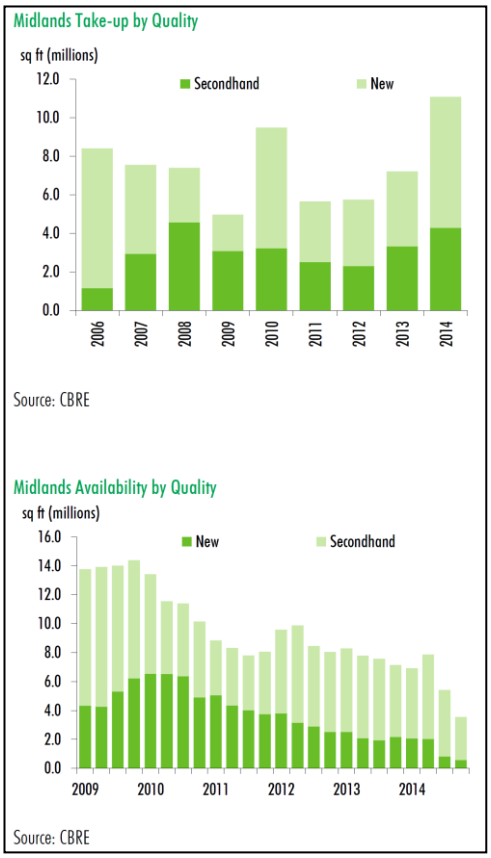
Take-up across the South East has followed the overall UK trend, by posting an increase on 2013, despite severe shortages of available space. Take-up during 2014 was up 25 per cent. compared to 2013, with 4.07 m sq ft of space taken up in units of 100,000 sq ft and above.

Whilst the largest deal of the year was in H1 (Waitrose's commitment to 940,000 sq ft at Magna Park, Milton Keynes), there were several larger floorplate deals in the second half. These included Stobart Group taking 490,000 sq ft at Goresbrook Park, Dagenham as well as Rolls Royce committing to a new 312,000 sq ft logistics centre in Bognor Regis, on the south coast.

Demand has been particularly strong for smaller units, particularly in the outer boroughs of London. Food (manufacturing, distribution and retail) occupiers remain active, as do parcel delivery companies, linked to internet sales, and 3PLs. The lack of supply has triggered a wave of new speculative development, the vast majority of which has proven very successful and has quickly let. Indeed, in a reverse to conventional practice, premium rents are being paid to secure the best new speculative space, as opposed to premiums for pre-lets.

CBRE believes the current supply situation now means that location decisions for occupiers are driven primarily by where available stock or developable land is located. Significant compromises are having to be made, particularly in those situations where an occupier is unable to wait for a D&B property to be delivered. Some occupiers are taking more overt action in response to supply shortages. Demand is high, for instance, amongst 3PLs, and it is reported that some are currently at 90 per cent. of their supply chain capacity. As a result CBRE has observed lease commitments on more space than they immediately need for existing contracts, thereby taking the risk that the surplus space can be utilised for new contracts early on in their lease term.

Midlands



The Midlands was the focal point of occupier activity during 2014. Whilst take-up volumes have declined in some regions compared to earlier years, the Midlands has consolidated on its past success leading to a share of over half of UK logistics take-up in 2014. Overall, during the year, there was 11.08 m sq ft of take-up, of which 7.00 m sq ft transacted during the second half.

The past year has seen a number of key events take place in the market. First, the final major buildings, that were available during the supply peak of 2009, were let at the start of the second half, marking a new era on the supply side of the market. Staples took 528,000 sq ft at LPP Corby, whilst Wiggle signed for 323,000 sq ft at the Citadel Logistics Centre, Walsall. In addition, Jaguar Land Rover opened its new engine plant at the i54 Business Park near Wolverhampton. This new facility, part of a rapidly growing UK automotive sector, has already been responsible for generating demand in the wider supply chain from automotive related occupiers. Indeed the largest deal of H2 saw Euro Car Parts take a 780,000 sq ft pre-let at Birch Coppice.

CBRE states that when a secondhand, Golden Triangle unit came back to the market in February 2014 (Big Foot at Royal Oak Distribution Centre, Daventry), it was let within 6 months to a 3PL, Norbert Dentressangle to service the Amazon contract. At the start of 2015 there were numerous retail requirements, led by Lidl who have already acquired 25 acres in the Black County and have a further requirement for another 25 acres elsewhere in the Midlands.

Whilst speculative development commenced in 2014, the volumes being delivered remain limited. Towards the end of the year new starts occurred at Rugby Gateway (237,000 sq ft), Banbury (335,000 sq ft) and Hams Hall (170,000 sq ft). Those developers who moved early, for example Prologis at Grange Park, Northampton, are already seeing strong interest in these new units.

North West

After four exceptionally strong years for take-up in the North West, the severe supply shortages finally had a material impact on take-up volumes in 2014. Of all the major UK regions for logistics, the North West was the first to experience the very low supply conditions that are now reflected in other parts of the country.

In recent years, the Omega site on the M62 near Warrington has been the focal point for large scale logistics demand. Whilst 2013 saw the bulk of deals being signed at the site, 2014 has seen further land being approved for B8 development, and with it the signing of new occupiers. The largest of these was online retailer The Hut Group, who have signed for a 686,000 sq ft D&B unit. This will allow the rapidly expanding company to consolidate a number of smaller warehouse operations around the North West to this single site in Warrington. At the very end of the year, Plastic Omnium, a specialist in plastic components for the automotive industry, also signed a pre-let for a new unit at Omega South.

Further land sales have also been taking place, which are likely to lead to occupational commitments in early 2015. For instance at the turn of the year, three sites were under offer at Logistics North in Bolton. Nevertheless, oven-ready sites around the region remain relatively limited.

Across the region new infrastructure investment is beginning to benefit the industry. A new link road is being developed on the northern side of Manchester Airport, helping to support development activity on the logistics site at Airport City. Meanwhile, there will be growing anticipation at the opening of Liverpool2, the new deep water container terminal for the North West, later this year.

Yorkshire and North East

Following an exceptionally active 2013, and early 2014, when some of the largest legacy buildings from the 2009 supply peak were finally acquired for occupation, the second half of 2014 saw a little less activity. Overall, take-up for the year for modern big box units was 1.62 m sq ft, boosted in the final quarter by Next who are going ahead with a new 689,000 sq ft warehouse at Armthorpe near Doncaster. This new build, alongside the M18 will link in with existing Next building. However, other major requirements continue to search for suitable sites, notably TK Maxx (635,000 sq ft) and Poundworld (500,000 sq ft) whose requirements are likely to be met during 2015. Elsewhere, discount grocery retailers Aldi and Lidl are both active in the region: the latter is seeking a 30-40 acre site in South Yorkshire, whilst the former is focusing a search along the A1 corridor in North Yorkshire and Darlington areas. Both grocery chains are in need of new warehouse space to support their rapidly expanding store networks.

Speculative development has begun in the region, but for now it is concentrated solely on units of below 100,000 sq ft. The largest building of 80,000 sq ft is being spec build is at Muse's Logic scheme. These developments are principally located in the Aire Valley Enterprise Zone to the south-east of Leeds. There are larger speculative buildings planned at Wakefield Europort, 130,000 sq ft to be built by Stoford and 140,000 sq ft to be built by Kier, both of which should be completed by the year end.

Rents continue to stand at around £4.50 to £4.75 per sq ft for Grade A stock, rising to £5.50 for new. However, given restricted supply, it is highly likely that in 2015 rents of between £5.00 and £5.75 per sq ft will become more commonplace across the region. Key infrastructure due early in 2015 includes a new link road from Junction 3 of the M18 to the iPort site near Doncaster. The same link road will also eventually connect with Robin Hood Airport.

Distribution -investment market overview

CBRE states that with strong occupier fundamentals, the investment market has been extremely active. A total of £2.87bn of logistics stock was sold during 2014, up 64 per cent. from £1.8bn in 2013. UK institutions and property companies, such as Tritax and LondonMetric, have dominated purchasing activity, together accounting for 82 per cent. of purchases by value.

In addition, there has been significant yield compression over past 15-18 months. There is increasing appetite to set up 'individual' sector specialist platforms to attract both institutional and overseas capital. This demand is being driven by equity that seeks exposure to the higher income return the distribution sector offers, the continued 'revolution' of online retailing and consolidation of retailers, against a backdrop of historically low availability of space and a lack of alternative investment opportunities that are not as yield accretive.

The market continues to be dominated by a diverse range of investors seeking resilient income, more so now than at any time in the past six years. On a single asset basis, the market continues to be dominated by UK institutional investors, particularly retail investor funds, and, on a portfolio basis, overseas and “REIT” operatives that are seeking to create 'platforms'.

The strong levels of demand for prime product, and the subsequent pressure on yields, has driven several investors into exploring Core Plus locations to achieve their required returns. This has been reflected in further investment in key regional centres in H2 2014.

CBRE states an increasingly attractive occupational supply/demand dynamic means industrial assets look well placed for strong rental growth prospects in prime locations, providing immediate reversionary opportunities. As a result net initial yields have continued to trend stronger and there is evidence of prime mid-term income trading at 5.00 per cent. "Net Initial Yield" as investors have greater regard to returns that can be driven through market reversion. As a consequence of expensive bonds, equities and gilts, prime long term income remains a competitive sub-sector for institutional investors and the long-dated annuity funds.

Looking ahead for the remainder of 2015, despite external global distresses, CBRE believes that low interest rates, the depth of investor demand and continued availability of debt will ensure that yields continue to compress, albeit marginally. CBRE believes the occupational market will continue to act as the key return driver within sector and further prime stock will be created through pre-let arrangements. Additionally, as global events create uncertainty elsewhere, CBRE expects the re-emergence of portfolio transactions to continue, particularly as new entrants to the market seek to acquire an established base to build on.

THE PROPERTY PORTFOLIO

The collateral for this transaction comprises 42 logistics assets in total (each, individually a **Property** and together the **Property Portfolio**).

The information in this section is as of 2 July 2015, except where otherwise stated.

A. Property Portfolio overview

The Property Portfolio has 11,877,431 sq ft of net lettable area with an overall occupancy rate of approximately 98.0 per cent. and a net yield of c.6.1 per cent.[2] In terms of location, the Property Portfolio is spread throughout England, with one Property located in Scotland, with a concentration in the Midlands (61.6 per cent. of total sq ft) and as set out in greater detail in the table below. The total gross rental income with respect to the Property Portfolio (the **GRI**) is £60,399,731:

Location	Properties	Sq. Ft.	% of Total Sq. Ft.	Occupancy	Total Contracted Rent (£)	% of Total Contracted Rent	Rent Per Sq. Ft. (£)	CBRE Market Value (£)	% of Total Value
Midlands	28	7,316,454	61.60%	100.00%	38,352,872	63.50%	5.24	627,890,000	63.69%
Yorkshire & North East	7	2,963,781	24.95%	100.00%	14,128,400	23.39%	4.77	222,035,000	22.52%
South East	3	676,036	5.69%	65.47%	3,308,384	5.48%	7.47	75,600,000	7.67%
North West	2	556,792	4.69%	100.00%	2,663,182	4.41%	4.78	36,750,000	3.73%
South West	1	243,643	2.05%	100.00%	1,470,061	2.43%	6.03	19,410,000	1.97%
Scotland	1	120,725	1.02%	100.00%	476,832	0.79%	3.95	4,190,000	0.43%
Total	42	11,877,431	100.00%	98.03%	60,399,731	100.00%	5.19	985,875,000	100.00%

[2] Based on day one contracted NOI of £60.2m.

B. Location

MidLands	
MI1	Lymedale Business Park
MI2	Waterman Road
MI3	John Clark Way
MI4	DIRFT South
MI5	Wellmans Road
MI6	Fort Dunlop
MI7	DC 1 Edison Road, Hams Hall
MI8	DC2 Edison Road, Hams Hall
MI9	Gowerton Road
MI10	Cardinal Way
MI11	Kingston Park
MI12	Interlink Park
MI13	Longcroft Road
MI14	Lea Hall Way
MI15	DIRFTA
MI16	DIRFTB
MI17	DIRFTC
MI18	DIRFTE1
MI19	72 Salthouse Road
MI20	Unit F Salthouse Road
MI21	Canton Lane
MI22	Vulcan Way
MI23	Relay Park
MI24	Plots 1 & 2, Highway Point
MI25	Plot 3, Highway Point
MI26	Radial Point
MI27	Interlink Park
MI28	Hunter Boulevard

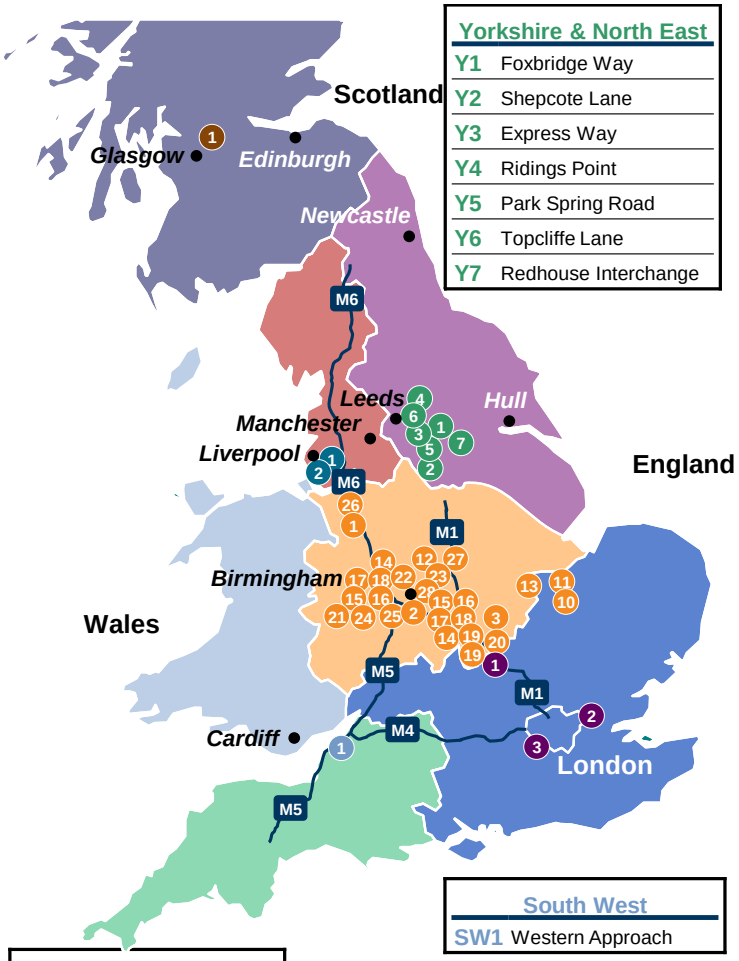
North West	
NW1	Leacroft Road
NW2	Manor Park

South East	
SE1	Harding Road
SE2	Hindmans Way
SE3	Brooklands Industrial Park

Scotland	
S1	Clydesmill Place

Yorkshire & North East	
Y1	Foxbridge Way
Y2	Shepcote Lane
Y3	Express Way
Y4	Ridings Point
Y5	Park Spring Road
Y6	Topcliffe Lane
Y7	Redhouse Interchange

South West	
SW1	Western Approach



- Midlands – 61.60%
- Yorkshire & North East – 24.95%
- South East – 5.69%
- South West – 2.05%
- North West – 4.69%
- Scotland – 1.02%

C. Asset by asset overview

Asset ID	Region	Asset Name	Tenant	Area Sq.Ft.	Clear Height (m)	# of Tenants	% Leased	Tenure	Year Built / Refurbished	WALT Break (yrs)	WALT Expiry (yrs)	Day 1 Contracted Rent ('000s) (Jul-15)	% of Regional Rent	% of Total Rent	In-place Rent / sq ft	Capex (£'000s) (1)	Market Value ('000s) (Apr-15)	Corporate Value ('000s) (Apr-15)
MI6	Midlands	Fort Dunlop	Goodyear Dunlop Tyres UK Limited	558,125	13.0	1	100.0%	F	2002	1.7	1.7	£3,560	9.3 %	5.9 %	£6.38	£0	£49,010	£50,940
MI4	Midlands	Plot S2, DIRFT	Eddie Stobart Ltd	451,002	14.0	1	100.0%	F	1997	7.2	7.2	£3,088	8.1 %	5.1 %	£6.85	£0	£46,700	£48,525
MI14	Midlands	Rugeley	Amazon.co.uk Ltd.	716,988	14.3	1	100.0%	F	2009	11.1	11.1	£2,795	7.3 %	4.6 %	£3.90	£0	£52,830	£54,900
MI9	Midlands	Northampton	Travis Perkins (Properties) Limited	508,640	15.0	1	100.0%	F	2002	12.2	12.2	£2,600	6.8 %	4.3 %	£5.11	£0	£49,150	£51,075
MI20	Midlands	Unit F, Brackmills	Travis Perkins (Properties) Limited	490,074	12.0	1	100.0%	F	2002	13.7	13.7	£2,564	6.7 %	4.2 %	£5.23	£0	£49,450	£51,400
MI1	Midlands	New Look, Lymedale	New Look Retailers Ltd	396,182	15.0	1	100.0%	F	2005	9.6	9.6	£2,215	5.8 %	3.7 %	£5.59	£0	£37,210	£38,670
MI17	Midlands	Unit C, DIRFT	Ingram Micro Holdings Ltd	261,910	12.6	1	100.0%	F	1999	1.1	10.1	£1,436	3.7 %	2.4 %	£5.48	£1,400	£21,700	£22,575
MI27	Midlands	Interlink Park, Leicester	Antalis Limited	283,722	12.5	1	100.0%	F	1995/2000/2007	7.4	7.4	£1,425	3.7 %	2.4 %	£5.02	£0	£23,390	£24,310
MI18	Midlands	Unit E1, DIRFT	NFT Distribution Operations Ltd	224,807	14.0	1	100.0%	F	2006	9.3	9.3	£1,290	3.4 %	2.1 %	£5.74	£800	£23,225	£24,140
MI5	Midlands	Willenhall	Poundland Ltd	247,024	14.3	1	100.0%	F	2000	5.2	5.2	£1,258	3.3 %	2.1 %	£5.09	£0	£18,300	£19,010
MI2	Midlands	Rivet, Coventry	Lear Corporation (UK) Ltd	222,779	10.0	1	100.0%	F	2006	8.8	12.8	£1,224	3.2 %	2.0 %	£5.50	£0	£19,900	£20,700
MI22	Midlands	Unit 5220, Magna Park	Unipart Logistics Ltd	208,071	9.5	1	100.0%	L(3)	2001	4.5	4.5	£1,190	3.1 %	2.0 %	£5.72	£0	£18,685	£19,420
MI21	Midlands	Alpha One, Hams Hall	Automotive and Insurance Solutions Group Plc	220,654	14.0	1	100.0%	F	2003/2006	5.8	5.8	£1,180	3.1 %	2.0 %	£5.35	£0	£16,260	£16,900
MI28	Midlands	Unit 5110, Magna Park, Lutterworth	Syncreon Technology (UK) Ltd	211,859	13.0	1	100.0%	L(4)	1990/2011	4.0	9.0	£1,174	3.1 %	1.9 %	£5.54	£0	£19,025	£19,770
MI15	Midlands	Unit A, DIRFT	Eddie Stobart Ltd	206,540	14.0	1	100.0%	F	2000	9.7	9.7	£1,142	3.0 %	1.9 %	£5.53	£0	£20,575	£21,375
MI13	Midlands	Corby	Sainsbury's Supermarkets Ltd	256,581	12.0	1	100.0%	F	2000	1.8	1.8	£1,030	2.7 %	1.7 %	£4.02	£0	£13,500	£14,050
MI24	Midlands	Highway Point Northrup, Coleshill	International Automotive Components Group Ltd	221,851	10.0	1	100.0%	F	2000/2014	13.7	13.7	£1,113	2.9 %	1.8 %	£5.02	£0	£19,040	£19,790
MI3	Midlands	Pearson, Rushden	DHL Supply Chain Ltd	187,976	14.0	1	100.0%	F	2005	2.5	2.5	£849	2.2 %	1.4 %	£4.52	£0	£12,200	£12,675
MI26	Midlands	Radial Point, Stoke on Trent	Norbert Dentressangle Logistics Ltd	184,800	11.0	1	100.0%	F	2006	2.8	6.3	£832	2.2 %	1.4 %	£4.50	£0	£11,960	£12,430
MI16	Midlands	UNIT B, DIRFT	Eddie Stobart Ltd	144,639	14.0	1	100.0%	F	2002	9.7	9.7	£798	2.1 %	1.3 %	£5.52	£0	£14,375	£14,925
MI11	Midlands	Peterborough	Willis Gambier (UK) Ltd	189,564	11.8	1	100.0%	F	2008	0.7	6.4	£703	1.8 %	1.2 %	£3.71	£0	£10,220	£10,630
MI25	Midlands	Highway Point Greenwood, Coleshill	Sertec (Birmingham) Limited	165,894	12.0	1	100.0%	F	2002/2015	14.9	23.4	£912	2.4 %	1.5 %	£5.50	£0	£15,900	£16,510
MI19	Midlands	Salthouse Road, Brackmills	Great Bear Distribution Ltd	126,941	12.0	1	100.0%	F	1997	1.1	6.1	£696	1.8 %	1.2 %	£5.49	£0	£10,525	£10,950
MI7	Midlands	DC1 Hams Hall	Plastic Omnium Automotive Ltd	120,258	12.0	1	100.0%	F	1999/2015(2)	3.3	6.3	£573	1.5 %	0.9 %	£4.77	£1,300	£12,100	£12,550
MI8	Midlands	DC2 Hams Hall	Ceva Logistics Ltd	85,356	10.0	1	100.0%	F	1999	4.7	4.7	£471	1.2 %	0.8 %	£5.51	£0	£7,100	£7,380
MI23	Midlands	Relay Park,Tamworth	Yusen Logistics (UK) Ltd	85,339	12.0	1	100.0%	F	2001	3.1	3.1	£456	1.2 %	0.8 %	£5.34	£0	£6,540	£6,800
MI10	Midlands	Huntingdon	Firstan Ltd	81,187	11.0	1	100.0%	F	2000	9.3	9.3	£361	0.9 %	0.6 %	£4.44	£0	£5,920	£6,150
MI12	Midlands	Bardon	Amazon.co.uk Ltd.	257,691	13.5	1	100.0%	F	1999	10.0	10.0	£1,418	3.7 %	2.3 %	£5.50	£0	£23,100	£24,000
Subtotal Midlands				7,316,454		28	100.0%			7.4	8.6	£38,353	100.0 %	63.5 %	£5.24	£3,500	£627,890	£652,550
Y2	Yorkshire & North East	Shepcote Lane	Polestar UK Print Ltd	615,262	12.0	1	100.0%	F	2005	19.5	19.5	£3,521	24.9 %	5.8 %	£5.72	£0	£50,780	£52,770
Y7	Yorkshire & North East	Redhouse Interchange	B&Q Plc	802,741	12.0	1	100.0%	L(6)	2003	3.5	8.5	£3,325	23.5 %	5.5 %	£4.14	£0	£46,560	£48,380
Y5	Yorkshire & North East	Park Spring Road	ASOS.com Ltd	673,678	15.0	1	100.0%	F	2006/2013	13.5	13.5	£2,345	16.6 %	3.9 %	£3.48	£0	£41,950	£43,600
Y4	Yorkshire & North East	Ridings Point	Teva UK Ltd	262,106	12.5	1	100.0%	L/F(5)	2008	13.5	13.5	£1,986	14.1 %	3.3 %	£7.58	£0	£34,130	£35,470
Y3	Yorkshire & North East	Express Way	VOW Europe Ltd	265,129	12.0	1	100.0%	F	2006	14.4	14.4	£1,307	9.2 %	2.2 %	£4.93	£0	£23,525	£24,450
Y1	Yorkshire & North East	Foxbridge Way	Poundworld Retail Limited	215,060	12.0	1	100.0%	F	2006	5.6	10.7	£914	6.5 %	1.5 %	£4.25	£0	£13,270	£13,790
Y6	Yorkshire & North East	Topcliffe Lane	Carlsberg Supply Company UK Limited	129,805	12.0	1	100.0%	F	1998	8.2	8.2	£732	5.2 %	1.2 %	£5.64	£0	£11,820	£12,290
Subtotal Yorkshire and North East				2,963,781		7	100.0%			11.9	13.4	£14,128	100.0 %	23.4 %	£4.77	£0	£222,035	£230,750
SE1	South East	Harding Road	Kuehne + Nagel Ltd	131,682	10.1	1	100.0%	F	1992	2.0	7.0	£718	21.7 %	1.2 %	£5.45	£0	£10,440	£10,850
SE2	South East	Hindmans Way	Vacant	233,439	12.0	0	0.0%	F	2006/2015	0.0	0.0	£0	0.0 %	0.0 %	£0.00	£0	£22,490	£23,370
SE3	South East	Brooklands Industrial Park	Amazon.co.uk Ltd.	310,915	9.2	1	100.0%	F	1983/1989/2015(2)	10.2	10.2	£2,590	78.3 %	4.3 %	£8.33	£6,000	£42,670	£44,700
Subtotal South East				676,036		2	65.5 %			8.4	9.5	£3,308	100.0 %	5.5 %	£7.47	£6,000	£75,600	£78,920
NW2	North West	Manor Park(7)	B & M Retail Limited	342,756	11.8	1	100.0%	F	2002/2013	4.9	9.9	£1,631	61.2 %	2.7 %	£4.76	£0	£22,810	£23,710
NW1	North West	Leacroft Road	Walkers Snacks (Distribution) Ltd	214,036	12.0	1	100.0%	F	1993/1996	1.6	1.6	£1,032	38.8 %	1.7 %	£4.82	£0	£13,940	£14,490
Subtotal North West				556,792		2	100.0%			3.6	6.7	£2,663	100.0 %	4.4 %	£4.78	£0	£36,750	£38,200
SW1	South West	Western Approach	Cemex Investments Ltd	243,643	14.0	1	100.0%	F	1997	1.7	6.7	£1,470	100.0 %	2.4 %	£6.03	£0	£19,410	£20,170
Subtotal South West				243,643		1	100.0%			1.7	6.7	£1,470	100.0 %	2.4 %	£6.03	£0	£19,410	£20,170
S1	Scotland	Clydesmill Place	B&Q plc	120,725	7.4	1	100.0%	L(8)	1990	3.1	5.1	£477	100.0 %	0.8 %	£3.95	£0	£4,190	£4,370
Subtotal Scotland				120,725		1	100.0%			3.1	5.1	£477	100.0 %	0.8 %	£3.95	£0	£4,190	£4,370
Total Portfolio				**11,877,431**		**41**	**98.0%**			**8.2**	**9.6**	**£60,400**			**£5.19**	**£9,500**	**£985,875**	**£1,024,960**

(1) Capex numbers represent currently committed works on vacant assets / agreed extensions which will be incurred in Year 1.

(2) 2015 refurbishment/ extension is currently ongoing.

(3) Asset MI22: Vulcan Way, Lutterworth is held on leasehold for 988 years to 2988 at a peppercorn rent.

(4) Asset MI28: Hunter Boulevard, Lutterworth is held on leasehold for 999 years to 2988 at a peppercorn rent.

(5) Asset Y4: Ridings Point, Leeds is held on leasehold for 125 years to 2132 with an option to purchase freehold at no cost at any time.

(6) Asset Y7: Redhouse Interchange, Doncaster is held on leasehold for 999 years to 2302 at a peppercorn rent with an option to purchase freehold for £1 from 2018 to 2024.

(7) Agreement for lease signed. Conditional only on completion of landlord works which are currently underway. Lease to complete Q2 2015.

(8) Asset S1: Clydemill Place, Glasgow is held on leasehold for 175 years to 2177 at £1pa with an option to purchase freehold from 2018 for £1.

D. Tenure and lease construct framework

As of July 2015, 5 of the leases have the repairing liability of the tenant limited by reference to a schedule of condition, exclusion for environmental contamination prior to the tenant's period of occupation or such other mechanism. The remaining leases are fully repairing and insuring.

The below table provides the lease rollover profiles to both break and expiry.

Lease Break Profile

Year	Expiring Sq. Ft.	% of Total Sq. Ft.	Cumulative % of Total Sq. Ft.	Total Contracted Rent (£)	% of Total Contracted Rent	Cum. % of Total Contracted Rent	No. of Expiring Tenants
2015	-	0.00%	0.00%	-	0.00%	0.00%	0
2016	578,415	4.87%	4.87%	2,835,250	4.69%	4.69%	3
2017	1,592,043	13.40%	18.27%	8,660,078	14.34%	19.03%	6
2018	1,313,863	11.06%	29.34%	5,663,152	9.38%	28.41%	5
2019	419,930	3.54%	32.87%	2,363,855	3.91%	32.32%	2
2020	675,136	5.68%	38.56%	3,359,524	5.56%	37.88%	3
2021	435,714	3.67%	42.22%	2,093,466	3.47%	41.35%	2
2022	734,724	6.19%	48.41%	4,512,598	7.47%	48.82%	2
2023	129,805	1.09%	49.50%	731,700	1.21%	50.03%	1
2024	528,773	4.45%	53.95%	2,874,849	4.76%	54.79%	3
2025	1,315,967	11.08%	65.03%	8,163,316	13.52%	68.31%	5
Thereafter	3,919,622	33.00%	98.03%	19,141,944	31.69%	100.00%	9
Vacant	233,439	1.97%	100.00%	-	0.00%	100.00%	1
Total	11,877,431	100.00%		60,399,731	100.00%		42

Lease Expiry Profile

Year	Expiring Sq. Ft.	% of Total Sq. Ft.	Cumulative % of Total Sq. Ft.	Total Contracted Rent (£)	% of Total Contracted Rent	Cum. % of Total Contracted Rent	No. of Expiring Tenants
2015	-	0.00%	0.00%	-	0.00%	0.00%	0
2016	-	0.00%	0.00%	-	0.00%	0.00%	0
2017	1,216,718	10.24%	10.24%	6,472,017	10.72%	10.72%	4
2018	85,339	0.72%	10.96%	456,000	0.75%	11.47%	1
2019	208,071	1.75%	12.71%	1,189,500	1.97%	13.44%	1
2020	453,105	3.81%	16.53%	2,205,624	3.65%	17.09%	3
2021	842,217	7.09%	23.62%	3,984,837	6.60%	23.69%	5
2022	1,110,049	9.35%	32.97%	6,700,659	11.09%	34.78%	4
2023	932,546	7.85%	40.82%	4,056,434	6.72%	41.50%	2
2024	517,853	4.36%	45.18%	2,824,904	4.68%	46.18%	3
2025	1,920,633	16.17%	61.35%	11,229,763	18.59%	64.77%	7
Thereafter	4,357,461	36.69%	98.03%	21,279,994	35.23%	100.00%	11
Vacant	233,439	1.97%	100.00%	-	0.00%	100.00%	1
Total	11,877,431	100.00%		60,399,731	100.00%		42

W.A Expiry = 9.6 years

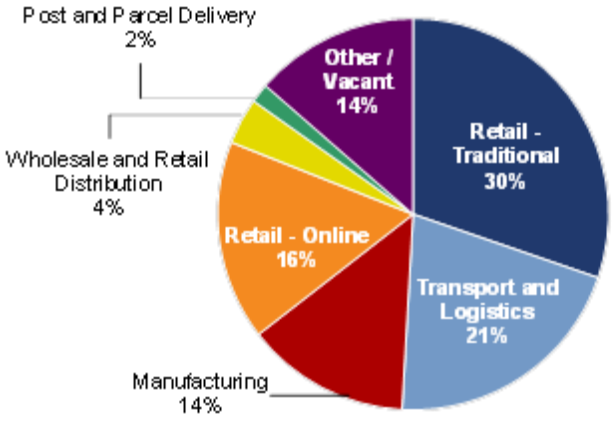
W.A Break = 8.2 years

E. Rental income profile

Approximately 60 per cent. of both the GRI and the total market value is generated by the top 10 tenants - Amazon.co.uk Ltd, Travis Perkins (Properties) Ltd, Eddie Stobart Ltd, B&Q Plc, Goodyear Dunlop Tyres UK Ltd, Polestar UK Print Ltd, ASOS.com Ltd, New Look Retailers Ltd, Teva Ltd and B&M Bargains.

Tenant	D&B Rating	Asset ID	Day 1 Contracted Rent (£)	% of Total Rent	Day 1 Contracted Rent / sq ft	Area Sq.Ft.	% of Total Space	Lease Type	WALT (Break) yrs	WALT (Expire) yrs	CBRE Market Value Apr. 2015	% of Total Value
Amazon.co.uk Ltd.	5A1	MI14,MI12,SE3	6,803,141	11.3%	5.29	1,285,594	10.82%	FRI	10.5	10.5	118,600,000	12.03%
Travis Perkins (Properties) Ltd	5A1	MI9,MI20	5,163,500	8.5%	5.17	998,714	8.41%	FRI	13.0	13.0	98,600,000	10.00%
Eddie Stobart Ltd	4A1	MI4,MI15,MI16	5,027,918	8.3%	6.27	802,181	6.75%	FRI	8.2	8.2	81,650,000	8.28%
B&Q Plc	5A1	Y7, S1	3,801,566	6.3%	4.12	923,466	7.77%	FRI	3.4	8.0	50,750,000	5.15%
Goodyear Dunlop Tyres UK Ltd	5A1	MI6	3,560,217	5.9%	6.38	558,125	4.70%	FRI	1.7	1.7	49,010,000	4.97%
Polestar UK Print Ltd	3A2	Y2	3,521,051	5.8%	5.72	615,262	5.18%	FRI	19.5	19.5	50,780,000	5.15%
ASOS.com Ltd	5A1	Y5	2,344,727	3.9%	3.48	673,678	5.67%	FRI	13.5	13.5	41,950,000	4.26%
New Look Retailers Ltd	5A1	MI1	2,214,596	3.7%	5.59	396,182	3.34%	FRI	9.6	9.6	37,210,000	3.77%
Teva UK Ltd	N1	Y4	1,985,738	3.3%	7.58	262,106	2.21%	FRI	13.5	13.5	34,130,000	3.46%
B&M Bargains	-	NW2	1,630,732	2.7%	4.76	342,756	2.89%	FRI	4.9	9.9	22,810,000	2.31%
Top Tenants			36,053,187	59.7%	5.26	6,858,064	57.74%	FRI	9.8	10.7	585,490,000	59.39%
Total Other Tenants			24,346,545	40.3%	5.09	4,785,928	40.29%	FRI	5.8	8.0	377,895,000	38.33%
Vacant			-		-	233,439	1.97%	-	-	-	22,490,000	2.28%
Total Portfolio			60,399,731	100.0%	5.19	11,877,431	100.00%	FRI	8.2	9.6	985,875,000	100.00%

F. Tenant mix – total sq.ft.



G. Lender's appraisal

CBRE have valued the Properties on the basis of Market Value as defined by the Red Book at £985,875,000. The valuation date for each of the Properties is as of 8 May 2015. The table below sets out the key figures from the valuation, please refer to the valuation sub-reports within the Full Valuation for further details.

Tenure	Project Code	Region	Property Name	Tenant	Market Value (£)	% of Total Value	SPV Value (£)	VPV (£)	ALA (£)
Freehold	MI1	Midlands	New Look, Lymedale	New Look	37,210,000	3.77%	38,670,000	23,800,000	26,142,000
Freehold	MI2	Midlands	Rivet, Coventry	Lear	19,900,000	2.02%	20,700,000	14,700,000	13,981,000
Freehold	MI3	Midlands	Pearson, Rushden	DHL	12,200,000	1.24%	12,675,000	10,200,000	8,589,000
Freehold	MI4	Midlands	Plot S2, DIRFT	Eddie Stobart	46,700,000	4.74%	48,525,000	29,350,000	32,809,000
Freehold	MI5	Midlands	Willenhall	Poundland	18,300,000	1.86%	19,010,000	13,620,000	12,828,000
Freehold	MI6	Midlands	Fort Dunlop	Goodyear	49,010,000	4.97%	50,940,000	40,470,000	34,432,000
Freehold	MI7	Midlands	DC1 Hams Hall	Plastic Omnium	12,100,000	1.23%	12,550,000	8,520,000	8,550,000
Freehold	MI8	Midlands	DC2 Hams Hall	Ceva	7,100,000	0.72%	7,380,000	5,660,000	4,988,000
Freehold	MI9	Midlands	Northampton	Travis Perkins	49,150,000	4.99%	51,075,000	38,500,000	34,530,000
Freehold	MI10	Midlands	Huntingdon	Firstan	5,920,000	0.60%	6,150,000	4,130,000	4,159,000
Freehold	MI11	Midlands	Peterborough	Willis Gambia	10,220,000	1.04%	10,630,000	9,440,000	7,180,000
Freehold	MI12	Midlands	Bardon	Amazon.co.uk	23,100,000	2.34%	24,000,000	14,540,000	13,433,000
Freehold	MI13	Midlands	Corby	Sainsburys	13,500,000	1.37%	14,050,000	11,000,000	9,484,000
Freehold	MI14	Midlands	Rugeley	Amazon.co.uk	52,830,000	5.36%	54,900,000	38,370,000	37,116,000
Freehold	MI15	Midlands	Unit A, DIRFT	Eddie Stobart	20,575,000	2.09%	21,375,000	16,100,000	14,455,000
Freehold	MI16	Midlands	UNIT B, DIRFT	Eddie Stobart	14,375,000	1.46%	14,925,000	11,300,000	10,099,000
Freehold	MI17	Midlands	Unit C DIRFT	Ingram Micro	21,700,000	2.20%	22,575,000	19,975,000	15,245,000
Freehold	MI18	Midlands	Unit E1 DIRFT	NFT	23,225,000	2.36%	24,140,000	17,530,000	16,313,000
Freehold	MI19	Midlands	Salthouse Road, Brackmills	Great Bear	10,525,000	1.07%	10,950,000	9,775,000	7,342,000
Freehold	MI20	Midlands	Unit F Brackmills	Travis Perkins	49,450,000	5.02%	51,400,000	36,030,000	34,740,000
Freehold	MI21	Midlands	Alpha One, Hams Hall	Automotive & Insurance Sols	16,260,000	1.65%	16,900,000	14,580,000	11,423,000
Leasehold	MI22	Midlands	Unit 5220 Magna Park	Unipart	18,685,000	1.90%	19,420,000	14,150,000	13,127,000
Freehold	MI23	Midlands	Relay Park,Tamworth	Yusen Logistics	6,540,000	0.66%	6,800,000	5,370,000	4,644,000
Freehold	MI24	Midlands	Highway Point Northrup, Coleshill	Int. Auto. Comps	19,040,000	1.93%	19,790,000	13,300,000	13,383,000
Freehold	MI25	Midlands	Highway Point Greenwood, Coleshill	Sertec	15,900,000	1.61%	16,510,000	10,020,000	11,170,000
Freehold	MI26	Midlands	Radial Point, Stoke on Trent	Norbert	11,960,000	1.21%	12,430,000	8,280,000	8,381,000
Freehold	MI27	Midlands	Interlink Park, Leicester	Antalis	23,390,000	2.37%	24,310,000	17,140,000	16,432,000
Leasehold	MI28	Midlands	Unit 5110 Magna Park, Lutterworth	Syncreon	19,025,000	1.93%	19,770,000	15,930,000	13,362,000
Freehold	NW1	North West	Walkers, Warrington	Walkers	13,940,000	1.41%	14,490,000	12,390,000	9,793,000
Freehold	NW2	North West	Onyx 350, Runcorn	B&M	22,810,000	2.31%	23,710,000	19,150,000	16,025,000
Leasehold	S1	Scotland	7 Clydemil Place, Glasgow	B&Q	4,190,000	0.43%	4,370,000	2,750,000	2,866,000
Freehold	SE1	South East	Midway Point, Milton Keynes	K&N	10,440,000	1.06%	10,850,000	7,690,000	7,335,000
Freehold	SE2	South East	Dagenham	Vacant	22,490,000	2.28%	23,370,000	22,490,000	15,800,000
Freehold	SE3	South East	Brooklands Industrial Estate , Weybridge	Amazon.co.uk	42,670,000	4.33%	44,700,000	30,790,000	20,219,000
Freehold	SW1	South West	Western Approach, Bristol	Cemex	19,410,000	1.97%	20,170,000	13,420,000	13,636,000
Freehold	Y1	Yorkshire and NE	Poundworld, Normanton	Poundworld	13,270,000	1.35%	13,790,000	10,780,000	9,323,000
Freehold	Y2	Yorkshire and NE	Sheffield	Polestar	50,780,000	5.15%	52,770,000	34,800,000	35,675,000
Freehold	Y3	Yorkshire and NE	Wakefield Europort	Vow Europe	23,525,000	2.39%	24,450,000	15,000,000	16,527,000
Leasehold	Y4	Yorkshire and NE	Glasshoughton, Leeds	Teva	34,130,000	3.46%	35,470,000	16,360,000	23,978,000
Freehold	Y5	Yorkshire and NE	Barnsley	ASOS	41,950,000	4.26%	43,600,000	28,060,000	29,472,000
Freehold	Y6	Yorkshire and NE	Tingley	Carlsberg	11,820,000	1.20%	12,290,000	8,320,000	8,304,000
Leasehold	Y7	Yorkshire and NE	Doncaster	B&Q	46,560,000	4.72%	48,380,000	37,080,000	32,710,000
					985,875,000	100.00%	1,024,960,000	730,860,000	680,000,000

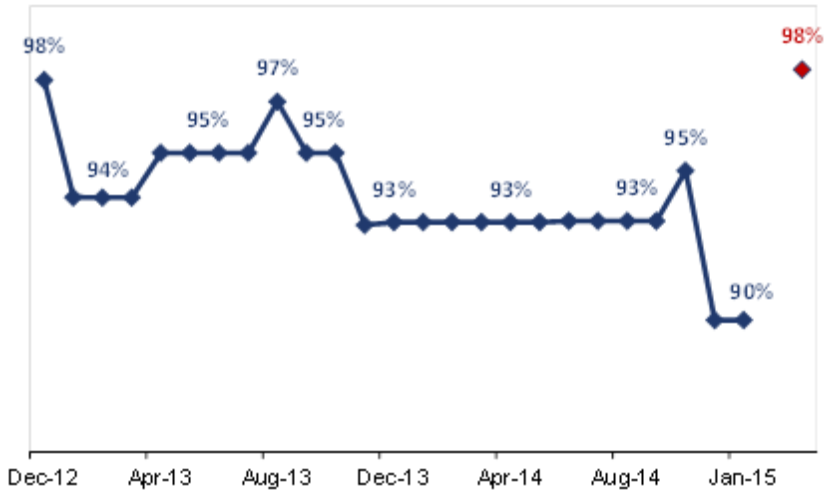
H. Property summaries

For further details in relation to the Properties please see the Condensed Valuation set out in Appendix 3 (*Condensed Valuation*) and the Full Valuation (please refer to the section entitled "*Documents incorporated by reference*").

PERFORMANCE OF THE PROPERTY PORTFOLIO

The Sponsor has acquired the assets underlying this Property Portfolio through 3 different asset acquisitions during the course of 2012 and 2013. The Property Portfolio has an occupancy of 98.0 per cent. as of 2 July 2015, however, has maintained average occupancy of more than 90 per cent. through the last 3 years.

Evolution of historical occupancy of the Property Portfolio

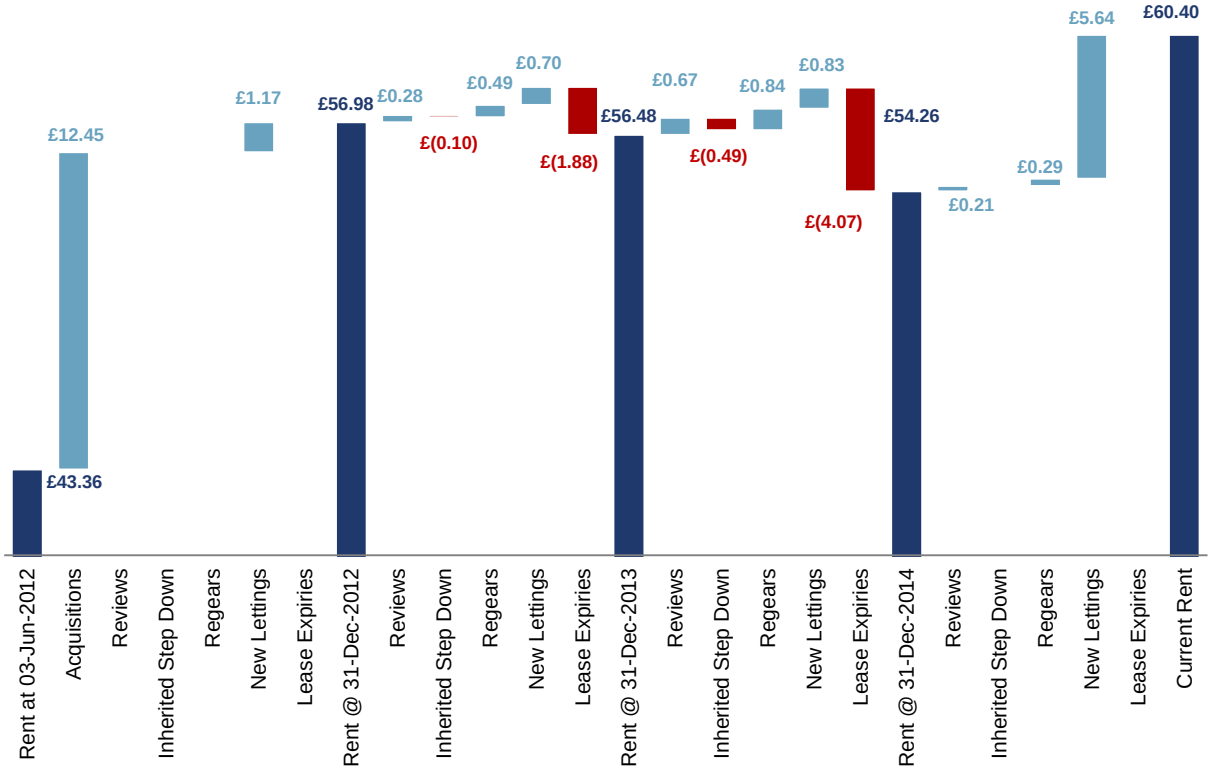


The Property Portfolio as of 2 July 2015 has gross contracted rent of £60.4m and net operating income (**NOI**) of £60.2m[3] for the next 12 months. The NOI adjusts for assumes £0.40 per sq. ft. void costs on the 233,439 sq. ft. of vacant space, £50,052 Sponsor projected fixed costs and £42,000 Sponsor projected property management fees.

At acquisition, the Property Portfolio had a gross contracted rent of £55.8m with c.£6.5m of lease expiries and rent step-downs due from 2012 through to date. A total of £6.9m of additional rent has been added by the Sponsor via rent reviews, re-gears and new lettings following the acquisition of the Property Portfolio.

[3] Assuming that the only tenant (Willis & Gambier) with a break option in the next 12 months (on 22 March 2016) does not exercise its option to break.

Portfolio historical rental bridge (£ millions)



The gross contracted rent includes ongoing rent frees and rental discounts provided to tenants as an incentive. The "adjusted rent" (refer to the diagram entitled "*Portfolio historical rental bridge*") excluding the ongoing rent frees and rental discounts is £53.4m. The adjustment for rental discounts/ongoing rent frees relates to the following tenants:

(a) Amazon.co.uk rent free for 14 months on the Bardon asset starting in 26 June 2015 until 26 August 2016;

(b) Amazon.co.uk rent free for 341 days (i.e. until 20 August 2016) from the handover date of 14 September 2-15 on the Weybridge asset;

(c) Travis Perkins (rent is from £2,600,000 to £2,000,000 until 31 March 2016);

(d) ASOS.com Ltd (rent is reduced from £2,344,727 to £1,875,781.60 until 20 September 2015);

(e) B&M Bargains (rent free until 20 May 2016);

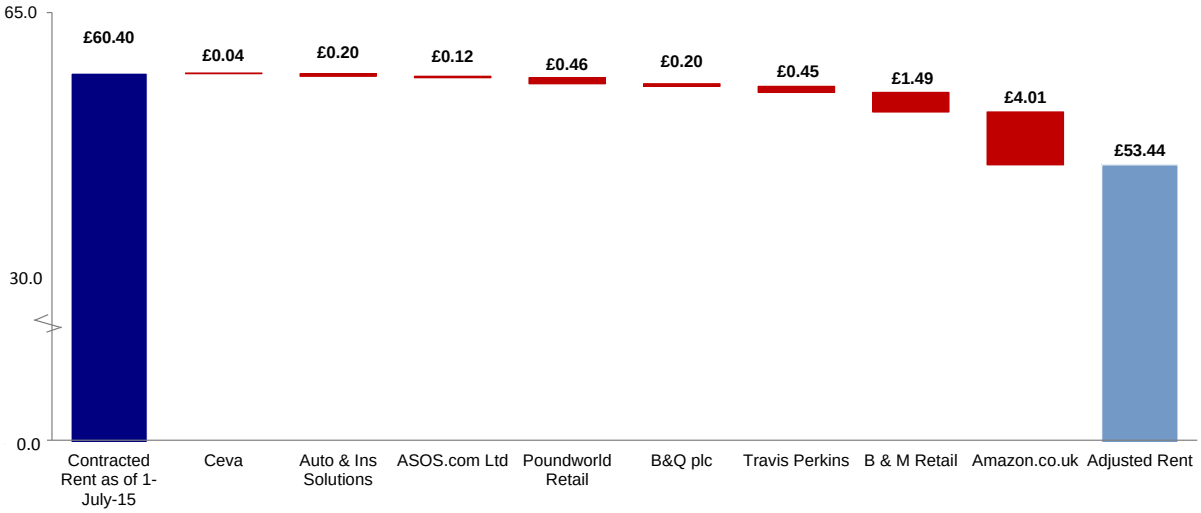
(f) Automotive and Insurance Solutions Group Plc (rent free from 24 June 2015 to 23 August 2015);

(g) Poundworld Retail Limited (rent free until 24 December 2015);

(h) B&Q Plc (Clydesmill Place) (rent free from 1 August 2015 to 31 December 2015); and

(i) Ceva Logistics (rent free until 31 July 2015).

Rental income bridge (£ millions) – temporary rent frees and rent reductions year one



THE ORIGINATION AND DUE DILIGENCE PROCESS

Origination of the Whole Loan

The Loan Seller is a subsidiary of The Goldman Sachs Group, Inc, which has internal policies and procedures in relation to the granting of credit, administration of credit-risk bearing portfolios and risk mitigation. The policies and procedures of The Goldman Sachs Group, Inc which apply to the Loan Seller in this regard broadly include the following:

(a) criteria for the granting of credit (including consideration of any applicable relevant risk mitigation techniques) and a governance process for approving, amending, renewing and re-financing credits; and

(b) systems in place to administer and monitor the various credit-risk bearing portfolios and exposures.

Please note that:

(a) investors are required independently to assess and determine the sufficiency of the information provided to them in the Prospectus generally for the purposes of complying with the Alternative Investment Fund Managers Directive without reliance on the Loan Seller; and

(b) the Loan Seller makes no representation that the information in the Prospectus is sufficient in all circumstances for such purposes.

Due Diligence

In connection with origination of the Whole Loan, the Loan Seller evaluated the Properties by:

(a) instructing its solicitors to review certain documents (prepared by the Borrowers' solicitors) relating to the Properties (the **Property Title Overview Report**);

(b) reviewing the Full Valuation;

(c) reviewing an environmental report prepared by RPS Environmental in relation to the Properties;

(d) reviewing a technical report prepared by Savills (UK) Limited in relation to the Properties;

(e) reviewing a measurement report prepared by Savills (UK) Limited in relation to the Properties;

(f) reviewing a tax due diligence report prepared by PricewaterhouseCoopers LLP in relation to the Properties and the refinancing of the Property Portfolio; and

(g) reviewing a tax structuring report prepared by PricewaterhouseCoopers LLP in relation to the Properties and the refinancing of the Property Portfolio,

(the matters referred to in paragraphs (b), (c), (d), (e), (f) and (g), together, the **Non-Legal Due Diligence**).

The Property Title Overview Report

The Borrowers instructed their solicitors to produce in respect of each of the Properties either (i) a certificate of title or (ii) an addendum report updating a report on title previously issued in 2010 or 2012 in relation to the Scottish Property (together, the **Property Title Reports**).

The Property Title Reports state that for each Property the Borrowers' solicitors:

(a) investigated title matters including the Borrowers' title to the Property;

(b) conducted searches which the Borrowers' solicitors considered appropriate or necessary and which for the majority of Properties included, inter alia, local authority searches, Land Registry searches, chancel repair searches, utilities searches and highways searches;

(c) reviewed the primary occupational letting document(s) (if any); and

(d) reviewed other material provided by the Borrowers.

The Borrowers' solicitors did not:

(a) inspect any Property or make enquiries of the occupiers of any Property (other than, if relevant, the Borrower);

(b) opine on the capital or rental value of any Property; or

(c) consider any environmental assessments or surveys.

The Loan Seller instructed its solicitors to review the Property Title Reports in connection with the Facility Agreement and produce the Property Title Overview Report summarising what, in the Loan Seller's solicitors' opinion, were the material legal issues and matters of fact disclosed in the Property Title Reports.

The Loan Seller's solicitors review was limited to reviewing the Property Title Reports (prepared by the Borrower's solicitors). The Loan Seller's solicitors did not:

(a) review any underlying documents;

(b) conduct any separate or independent investigations;

(c) inspect any properties;

(d) review any construction contracts or collateral warranties;

(e) review any environmental or technical reports; or

(f) review or verify any tenancy schedules.

Refer to the section entitled "*Considerations relating to the Property Portfolio*" within the section entitled "*Risk factors*" of this Prospectus for a summary of the key material issues disclosed in the Property Title Overview Report.

Non-Legal Due Diligence

Valuation

CBRE prepared the Full Valuation and the Condensed Valuation (which is an overview of the Full Valuation). There can be no assurance that another valuer would have arrived at the same opinion of value or that the value of the Properties has not changed since 8 May 2015 (the valuation date of both the Full Valuation and the Condensed Valuation). See the risk factor entitled "*Valuations*" within the section "*Risk factors*" above. The aggregate market value of the Properties, as per the Full Valuation and the Condensed Valuation, as at 8 May 2015 was £985,875,000 (the vacant possession value was £728,850,000). An aggregate valuation of the Properties of £1,024,660,000 was also given in the Valuations on the assumption that the relevant purchaser would not pay stamp duty land tax because it would purchase the Properties within special purpose vehicles.

The valuation date is 8 May 2015 although the date of the Full Valuation and the date of the Condensed Valuation is 23 June 2015. The effluxion of time between these two dates allowed the position of the prospective leases to Amazon for Bardon and Weybridge to become clear.

The agreement for lease on both these formerly vacant assets were exchanged providing certainty that Amazon are committed to new 10 year leases. The lease for Bardon commenced on 24 June 2015 and the lease for Weybridge will commence on 14 September 2015.

CBRE have valued these assets on the basis that the leases were in place and that the Borrowers will benefit from the rental income stream from the lease commencement dates. CBRE have 'topped-up' the rental levels to account for the relevant rent free periods from and rental voids to the lease commencement dates and deducted the top-ups as capital costs. Were these two properties hypothetically offered to the market at the valuation date, the vendor would top-up the rental voids to enable the purchaser to benefit from an income producing investment from day 1.

Building survey reports

Savills (UK) Limited prepared building survey reports in respect of the 42 Properties in May 2015. Savills (UK) Limited conducted site visits at all 42 Properties. These reports include an executive summary of the findings in respect of each Property, including matters such as the structure and fabric, building services, title, sustainability and energy efficiency or site, contaminated land and flooding (what is covered in each report varies depending on the specific findings). The reports also highlight the total estimated costs to be incurred in each property over the next 10 years by both tenant (based on the lease agreement executed with the landlord) and the landlord (to the extent costs are not to be borne by the tenant for the same).

Environmental reports

RPS Health, Safety & Environment in June 2015 prepared a "Phase 1 Environmental Liability Review" in respect of all 42 Properties. All 42 environmental reviews comprise a site inspection, a review of the historical land uses to assess the potential for ground contamination, a review of the environmental setting to assess the sensitivity of the surrounding area to contamination/pollution, consultation with the regulatory authorities to establish whether any significant environmental issues have been recorded, qualitative environmental risk assessment of the site's current and proposed use, and a review of existing relevant reports (if supplied).

Flood risk due diligence report

RPS Health, Safety & Environment in May 2015 prepared a Flood Risk Due Diligence Report in respect of 13 Properties to provide an assessment of flood risk, advise on the potential implications of flood risk and to provide recommendations for reducing this risk (where applicable). All 13 assessments include an evaluation of the topographical, hydrological and hydrogeological setting, review of readily available flood risk mapping provided by the Environment Agency, review of detailed flood risk data provided by the Environmental Agency, review of the Strategic Flood Risk Assessment produced by the Local Authority, consultation with the Water Authority, review of existing documents relating to the site, and topographic survey to confirm ground/slab levels at the Properties.

Financial due diligence report

PricewaterhouseCoopers LLP in June 2015 prepared a financial due diligence report. The work was focused on the historical results for the year ended 31 December 2014 and the balance sheet as at the same date. The report comments on the historical trading, quality of earnings, cash flows and balance sheet. A rental bridge from the 2013 financial year rent to the 2014 financial year rent is provided. The report provides further comments on the lease maturity profile of the Property Portfolio over the next few years.

Tax due diligence report

PricewaterhouseCoopers LLP in June 2015 prepared a tax due diligence report. The work was focused on the historical tax affairs of the Borrowers which own Properties within the "Diamond" portfolio (refer to Appendix 2 (*Properties*)) and the Borrowers which own Properties within the "Rhombus" portfolio (refer to Appendix 2 (*Properties*)) and the subsidiaries of Teal BidCo S.à r.l. (the existing "Teal" entities that transferred their assets to the Borrowers which own Properties within the “Teal” portfolio (refer to Appendix 2 (*Properties*)). The report was prepared for the purpose of the refinancing of the Property Portfolio. The report comments on UK direct tax, Luxembourg direct tax, VAT and stamp taxes. It provides an overview of the key tax affairs of the Borrowers and identifies material cash tax exposures.

Tax structuring report

PricewaterhouseCoopers LLP in June 2015 prepared a tax structuring report. The report was prepared for the purposes of the refinancing of the Property Portfolio. It sets out the details of the refinancing and the restructuring steps. The report comments on UK direct tax, Luxembourg direct tax, VAT and stamp taxes. It addresses certain possible tax consequences of the refinancing and restructuring relevant to investors and lenders (such as the Issuer), including those relevant to the on-going tax position of the Borrowers after the implementation of the refinancing and restructuring.

PROPERTY AND ASSET MANAGEMENT AGREEMENTS

General

Savills UK Limited (the **Property Manager**) was appointed pursuant to:

(a) a property management agreement dated 18 April 2012 between (among others) Rhombus Bidco S.à r.l., Rhombus One S.à r.l. and Savills UK Limited;

(b) a property management agreement dated 10 August 2012 between (among others) Diamond Bidco S.à r.l. Diamond One S.à r.l. and Savills UK Limited;

(c) a property management agreement dated 8 February 2012 between (among others) Teal Bidco S.à r.l., Teal Corby S.à r.l. and Savills UK Limited as amended by a deed of novation dated 25 June 2015 between (among others) Teal Bidco S.à r.l., Teal Corby S.à r.l. (as outgoing parties), New Teal Bidco S.à r.l., Teal New Corby S.à r.l. (as incoming parties) and Savills UK Limited; and

(d) a property management agreement dated 12 June 2012 between (among others) Teal Bidco S.à r.l., Teal Doncaster S.à r.l. and Savills UK Limited as amended by a deed of novation dated 25 June 2015 between (among others) Teal Bidco S.à r.l., Teal Doncaster S.à r.l. (as outgoing parties), New Teal Bidco S.à r.l., Teal New Doncaster S.à r.l. (as incoming parties) and Savills UK Limited,

(together, the **Property Management Agreements**).

The following documents comprise the **Asset Management Agreements**:

(a) the Diamond Asset Management Agreement;

(b) the Rhombus Asset Management Agreement; and

(c) the Teal Asset Management Agreement,

pursuant to which Logicor Europe Limited (the **Asset Manager**) was appointed.

The **Diamond Asset Management Agreements** are:

(a) an asset management agreement originally dated 20 June 2014 between Diamond One S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Diamond One S.à r.l. and Logicor Europe Limited;

(b) an asset management agreement originally dated 20 June 2014 between Diamond Two S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Diamond Two S.à r.l. and Logicor Europe Limited;

(c) an asset management agreement originally dated 20 June 2014 between Diamond Three S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Diamond Three S.à r.l. and Logicor Europe Limited;

(d) an asset management agreement originally dated 20 June 2014 between Pavilion Property Trustees Limited and Pavilion Trustees Limited as trustees of the Lymedale Park Unit Trust and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Pavilion Property Trustees Limited and Pavilion Trustees Limited as trustees of the Lymedale Park Unit Trust and Logicor Europe Limited;

(e) an asset management agreement originally dated 20 June 2014 between Diamond Seven S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Diamond Seven S.à r.l. and Logicor Europe Limited;

(f) an asset management agreement originally dated 20 June 2014 between Diamond Eight S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Diamond Eight S.à r.l. and Logicor Europe Limited;

(g) an asset management agreement originally dated 20 June 2014 between Diamond Nine S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Diamond Nine S.à r.l. and Logicor Europe Limited; and

(h) an asset management agreement originally dated 20 June 2014 between Diamond Ten S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Diamond Ten S.à r.l. and Logicor Europe Limited.

The **Rhombus Asset Management Agreements** are:

(a) an asset management agreement originally dated 30 December 2014 between Rhombus One S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Rhombus One S.à r.l. and Logicor Europe Limited;

(b) an asset management agreement originally dated 30 December 2014 between Rhombus Two S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Rhombus Two S.à r.l. and Logicor Europe Limited;

(c) an asset management agreement originally dated 30 December 2014 between Rhombus No. 3 Limited and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Rhombus No. 3 Limited and Logicor Europe Limited;

(d) an asset management agreement originally dated 30 December 2014 between Rhombus Four S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Rhombus Four S.à r.l. and Logicor Europe Limited;

(e) an asset management agreement originally dated 30 December 2014 between Rhombus Five S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Rhombus Five S.à r.l. and Logicor Europe Limited;

(f) an asset management agreement originally dated 30 December 2014 between Rhombus Six S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Rhombus Six S.à r.l. and Logicor Europe Limited;

(g) an asset management agreement originally dated 30 December 2014 between Rhombus Seven S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Rhombus Seven S.à r.l. and Logicor Europe Limited;

(h) an asset management agreement originally dated 30 December 2014 between Rhombus Eight S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Rhombus Eight S.à r.l. and Logicor Europe Limited;

(i) an asset management agreement originally dated 30 December 2014 between Rhombus Nine S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Rhombus Nine S.à r.l. and Logicor Europe Limited;

(j) an asset management agreement originally dated 30 December 2014 between Rhombus Ten S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Rhombus Ten S.à r.l. and Logicor Europe Limited;

(k) an asset management agreement originally dated 30 December 2014 between Rhombus Eleven S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Rhombus Eleven S.à r.l. and Logicor Europe Limited;

(l) an asset management agreement originally dated 30 December 2014 between Rhombus Twelve S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Rhombus Twelve S.à r.l. and Logicor Europe Limited;

(m) an asset management agreement originally dated 30 December 2014 between Rhombus Thirteen S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Rhombus Thirteen S.à r.l. and Logicor Europe Limited; and

(n) an asset management agreement originally dated 30 December 2014 between Rhombus Fourteen S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Rhombus Fourteen S.à r.l. and Logicor Europe Limited.

The **Teal Asset Management Agreements** are:

(a) an asset management agreement originally dated 30 December 2014 between Teal Darlaston S.à r.l. and Logicor Europe Limited as amended by a deed of novation and amendment of an asset management agreement dated 25 June 2015 between Teal Darlaston S.à r.l., Teal New Darlaston S.à r.l. and Logicor Europe Limited;

(b) an asset management agreement originally dated 30 December 2014 between Teal Doncaster S.à r.l. and Logicor Europe Limited as amended by a deed of novation and amendment of an asset management agreement dated 25 June 2015 between Teal Doncaster S.à r.l., Teal New Doncaster S.à r.l. and Logicor Europe Limited;

(c) an asset management agreement originally dated 30 December 2014 between Teal Glasshoughton S.à r.l. and Logicor Europe Limited as amended by a deed of novation and amendment of an asset management agreement dated 25 June 2015 between Teal Glasshoughton S.à r.l., Teal New Glasshoughton S.à r.l. and Logicor Europe Limited;

(d) an asset management agreement originally dated 30 December 2014 between Teal Corby S.à r.l., Teal Hams Hall S.à r.l. and Logicor Europe Limited as amended by a deed of novation and amendment of an asset management agreement dated 25 June 2015 between Teal Corby S.à r.l., Teal New Corby S.à r.l., Teal Hams Hall S.à r.l., Teal New Hams Hall S.à r.l. and Logicor Europe Limited;

(e) an asset management agreement originally dated 30 December 2014 between Teal Houghton Main S.à r.l. and Logicor Europe Limited as amended by a deed of novation and amendment of an asset management agreement dated 25 June 2015 between Teal Houghton Main S.à r.l., Teal New Houghton Main S.à r.l. and Logicor Europe Limited;

(f) an asset management agreement originally dated 30 December 2014 between Teal Huntingdon S.à r.l. and Logicor Europe Limited as amended by a deed of novation and amendment of an asset management agreement dated 25 June 2015 between Teal Huntingdon S.à r.l., Teal New Huntingdon S.à r.l. and Logicor Europe Limited;

(g) an asset management agreement originally dated 30 December 2014 between Teal Kingston Park Limited and Logicor Europe Limited as amended by a deed of novation and amendment of an asset management agreement dated 25 June 2015 between Teal Kingston Park Limited, Teal New Kingston S.à r.l. and Logicor Europe Limited;

(h) an asset management agreement originally dated 30 December 2014 between Teal Rugeley S.à r.l. and Logicor Europe Limited as amended by a deed of novation and amendment of an asset management agreement dated 25 June 2015 between Teal Rugeley S.à r.l., Teal New Rugeley S.à r.l. and Logicor Europe Limited;

(i) an asset management agreement originally dated 30 December 2014 between Teal Voltaic S.à r.l. and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Teal Voltaic S.à r.l. and Logicor Europe Limited;

(j) an asset management agreement originally dated 30 December 2014 between Teal Brackmills S.à r.l. and Logicor Europe Limited as amended by a deed of novation and amendment of an asset management agreement dated 25 June 2015 between Teal Brackmills S.à r.l., Teal New Brackmills S.à r.l. and Logicor Europe Limited;

(k) an asset management agreement originally dated 30 December 2014 between Teal Corby S.à r.l. and Logicor Europe Limited as amended by a deed of novation and amendment of an asset management agreement dated 25 June 2015 between Teal Corby S.à r.l., Teal New Corby S.à r.l. and Logicor Europe Limited;

(l) an asset management agreement originally dated 30 December 2014 between Teal Wakefield No.1 Limited, Teal Wakefield No.2 Limited and Logicor Europe Limited as amended by a deed of variation

dated 25 June 2015 between Teal Wakefield No.1 Limited, Teal Wakefield No.2 Limited and Logicor Europe Limited; and

(m) an asset management agreement originally dated 30 December 2014 between Teal Corby Limited and Logicor Europe Limited as amended by a deed of variation dated 25 June 2015 between Teal Corby Limited and Logicor Europe Limited.

The **Duty of Care Agreements** are:

(a) the duty of care agreement dated 11 June 2015 between, among others, the Loan Facility Agent, the Loan Security Agent and the Property Manager; and

(b) each other agreement executed by a Property Manager in favour of the Loan Security Agent and the Loan Facility Agent in relation to management of all or any part of any Property in a form and substance substantially the same as an existing duty of care agreement or which is otherwise in a form and substance satisfactory to the Loan Facility Agent (acting on the instructions of the Majority Lenders (acting reasonably).

Roles

Property Managers

The Property Manager was appointed by the relevant Borrowers pursuant to Property Management Agreements to provide certain property management services in relation to the Properties.

Asset Managers

The Asset Manager was appointed by the relevant Borrowers pursuant to Asset Management Agreements to provide certain asset management services in relation to the Properties.

Duties

Property Manager duties

Examples of the duties of the Property Manager pursuant to the Property Management Agreements include the collection of rent, service charges, insurance rents and all other monies due from tenants. The Property Manager is also responsible for paying all void costs on vacant properties including demands for rates, water charges, supply and service accounts and other periodical outgoings, as well as ensuring that valid tax invoices are obtained in respect of outgoings payable by the relevant Borrower.

The Property Manager is responsible for the maintenance of up-to-date records, accounts, inspections and audits, as well as providing budgets of expenditure for the upcoming account year. These budgets identify those items or amounts which are recoverable/non-recoverable. The Property Manager is also required to provide interim monthly and full quarterly reports on all receipt and outgoings to the Borrowers.

The Property Manager is required to inspect the Properties at least twice each year to ascertain its condition for the purposes of day-to-day management. This includes the inspecting, supervising and enforcing compliance by tenants and other occupiers of their tenancy and occupation obligations.

Pursuant to the Duty of Care Agreement, the Property Manager has undertaken to perform its obligations under the Property Management Agreements with the skill, care and diligence as would be reasonably expected from a qualified and competent managing agent experienced in carrying out obligations of a similar scope and complexity as provided for in the Property Management Agreements.

Each Property Manager has also undertaken to each of the Borrowers and the Loan Facility Agent that it will:

(a) promptly collect and pay all Rental Income immediately on receipt into the relevant trust or client account maintained by a Property Manager for the benefit of a Borrower in accordance with any Duty of Care Agreement (a **Collection Account**); and

(b) as soon as reasonably practicable following receipt of Rental Income into the relevant Collection Account, pay all Net Rental Income into the account of the relevant Borrower designated the Rental Income Account.

Asset Manager duties

Pursuant to the terms of each Asset Management Agreement, the Asset Manager will provide customary asset management services, including (but not limited to) monitoring the performance of the Property Manager in relation to the collection of rent, service charges, insurance rents and all other monies due from tenants, in order to ensure that the Properties are properly managed and operated. The Asset Manager is also responsible for producing the proposed business plan for the forthcoming budget year which includes the projected management costs.

Remuneration

Property Manager

The relevant Borrower pays to the Property Manager a basic fee of £1,000 (exclusive of VAT and utilities recharging services) per property per annum, payable quarterly on 1 January, 1 April, 1 July and 1 October (although this is subject to annual review). The relevant Borrower also agrees to indemnify the Property Manager in respect of all reasonable costs and expenses which arise in the proper performance of its duties. Any additional services will be agreed in advance, including on an appropriate fee basis.

The relevant Borrower will pay, within one month's notice of termination of the Property Management Agreement having been served, (i) the Property Manager's fee pro rata to the date of termination and (ii) all other payments due to the Property Manager under the Property Management Agreement pro rata to the date of termination.

Asset Manager

The Asset Manager fee is equal to 110 per cent. of the Annual Pro-rata Costs.

Annual Pro-rata Costs means an amount equal to the pro-rata share for the costs, fees and expenses directly attributable to the Asset Manager providing the Services as against the Total Costs, to be determined in good faith by the Asset Manager.

Services means subject to the control of the relevant Borrower and at the direction of the relevant Borrower, the Asset Manager shall monitor and oversee the managing agents and/or any other applicable property manager(s) engaged by the relevant Borrower to provide customary property management services in respect of the Properties and the day-to-day management of all aspects of the business and operations of the relevant Borrower, including all capital expenditures, leasing, marketing, disposition, and operating activities of relevant Borrower and the Assets. The Manager's duties shall include the provision of all customary asset management, redevelopment, leasing, and construction management services that the relevant Borrower may request, acting reasonably and in compliance with applicable law (and consistent with the terms and provisions of the Asset Management Agreement) and all other duties listed in the Asset Management Agreement.

Total Costs means the costs, fees and expenses reasonably and properly payable by the Asset Manager and directly attributable to the Asset Manager (i) providing the Services and (ii) providing services similar in scope to the Services but in relation to other real estate properties pursuant to any asset management agreement (other than the Asset Management Agreement) to which it is a party.

The Asset Manager will render quarterly invoices in advance on or before the first Business Day of each calendar quarter. The relevant Borrower will then pay the Asset Manager fee in sterling within fourteen (14) days of receipt of an invoice.

The parties to the Asset Management Agreements have agreed that the Asset Manager's good faith determinations of the fee payable to the Asset Manager and the Annual Pro-rata Costs shall be binding, however the relevant Borrower is entitled to request reasonable documentary evidence of any costs, expenses or revenues used to calculate the Asset Manager's fee.

Termination

General termination of the Property Management Agreements

The Property Management Agreement can be terminated by each party on not less than three months' written notice. The Property Management Agreement can also be terminated (i) immediately on the sale of the Property

Portfolio or Property or (ii) following the disposal of all of the shares in the relevant Borrower or its holding company which owns such Property.

The relevant Borrower may terminate the Property Management Agreement immediately if required by any law/competent regulatory authority and in the event of insolvency proceedings affecting the Property Manager.

If the relevant Borrower or the Property Manager materially breaches its obligations under a Property Management Agreement, the other party can serve a notice specifying the breach and requiring it to be remedied within 28 days. On failure to do so, the other party may by written notice, terminate the Property Management Agreement.

Duty of Care Agreements (as they relate to the termination of the Property Management Agreements)

The Property Manager must not suspend the performance of its obligations under, or terminate, a Property Management Agreement unless it has first given the Loan Facility Agent not less than 30 business days' notice in writing of its intention to do so, setting out reasonable details of the reasons for the intended suspension or termination and a reasonable opportunity to remedy the causes of the suspension or termination.

The Loan Facility Agent may immediately terminate the relevant Property Management Agreement if:

(a) a Loan Event of Default has occurred and is continuing;

(b) the security has become enforceable; or

(c) an Insolvency Event occurs in respect of the Property Manager,

and if so instructed by the Loan Facility Agent, the relevant Borrower must appoint a replacement Property Manager elected by the Loan Facility Agent on terms acceptable to the Loan Facility Agent.

Termination of the Asset Management Agreements

Each party can terminate an Asset Management Agreement on 90 days' written notice to the other party. If not terminated earlier, each Asset Management Agreement expires on 1 January 2024.

The relevant Borrower may terminate an Asset Management Agreement if the Asset Manager is (i) insolvent, (ii) commits fraud, gross negligence or wilful misconduct or (iii) is in material breach or default under the Asset Management Agreement (unless such breach has been remedied in full within 30 days after written notice).

The Asset Manager may terminate an Asset Management Agreement if the relevant Borrower is (i) insolvent, (ii) is in material breach or default under the Asset Management Agreement (unless such breach has been remedied in full within 30 days after written notice), or (iii) the relevant Borrower ceases to be an affiliate of the Blackstone group (unless within 30 days of such event, the relevant Borrower once again becomes an affiliate of Blackstone).

The relevant Asset Management Agreement may terminate at the election of the Borrower (i) immediately prior to the sale or disposition by that Borrower of all or substantially all the assets, (ii) immediately prior to the sale or other disposition by "the parent company" of the relevant Borrower of all or substantially all of the shares in that Borrower, (iii) immediately prior to the sale or other disposition by that Borrower of all or substantially all of the remaining assets, or (iv) if at any time the assets of the relevant Borrower consist primarily of cash, cash equivalents and/or securities or otherwise do not include any real estate related assets. The Borrower may elect to terminate the relevant Asset Management Agreement with respect to any Property upon the demolition of more than 25 per cent. of such Property.

The Facility Agreements also provide that each Obligor shall ensure that the term of any Asset Management Agreement to which it is a party will provide that if (i) any acceleration notice is delivered under the Facility Agreement or (ii) the Loan Security over the shares in any Obligor is the subject of enforcement action by the Loan Security Agent, then in both instances the Loan Facility Agent may terminate that Asset Management Agreement by notice to the Asset Manager.

DESCRIPTION OF THE FACILITY AGREEMENT

General

On the Closing Date, the Loan Seller, as the initial lender, will transfer 95 per cent. of its entire interest in the Whole Loan to the Issuer pursuant to the Loan Sale Agreement.

As at the Closing Date, the Loan Seller retains at least a 5 per cent. interest in the Whole Loan (the **Retained Loan**) and the Issuer has a 95 per cent. interest in the Whole Loan (being, the Securitised Loan).

The Facility Agreement is governed by English law. A summary of the principal terms of the Facility Agreement is set out below. To the extent that any reference is made to the Loan Facility Agent or the Loan Security Agent giving consent or exercising any other discretion under the Facility Agreement in respect of the Issuer as Lender, that consent or other discretion will be given on behalf of the Issuer by the Servicer, or if the relevant Securitised Loan is specially serviced, the Special Servicer in accordance with the Servicing Agreement.

Purpose and application

The Borrowers undertook to apply all amounts borrowed under the Facility Agreement in or towards refinancing indebtedness of the Obligors (including, without limitation, accrued interest, hedge termination costs, break costs, prepayment fees and any other fees, costs and expenses in relation thereto), financing or refinancing of the fees, costs and other expenses incurred directly or indirectly in connection with the Finance Documents.

Whole Loan amount and drawdown

The maximum amount of borrowing under the Facility Agreement was £680,000,000 which was drawn in full. As at the Closing Date, the Securitised Loan portion of the Whole Loan is £646,000,000. The Facility Agreement does not place any obligation on the Issuer to make advances to the Borrowers.

Certain defined terms

Affiliates means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Allocated Loan Amount means, in relation to a Property, the amount specified in the column entitled "Allocated Loan Amount" set opposite its name in Appendix 2 (*Properties*) of this Prospectus and in each case as reduced from time to time (see the section entitled "*Mandatory prepayment*" below for further details).

Annual Forward Looking three-Month LIBOR means, in respect of any Relevant Period, the rate per annum that is the arithmetic mean of:

(a) LIBOR for the three-month period commencing on the Reference Day;

(b) 3x6 FRA as provided by ICAP and found on Bloomberg page ICAB15 being calculated as the mean between the bid and ask prices at the Reference Day;

(c) 6x9 FRA as provided by ICAP and found on Bloomberg page ICAB15 being calculated as the mean between the bid and ask prices at the Reference Day; and

(d) 9x12 FRA as provided by ICAP and found on Bloomberg page ICAB15 being calculated as the mean between the bid and ask prices at the Reference Day.

Audit Qualification means the Auditors of any member of the Borrower Group adversely qualify the annual financial statements of any member of the Borrower Group:

(a) on the ground that the information supplied to them (or which they otherwise had access to) was unreliable or inadequate; or

(b) on the grounds that they are unable to prepare that financial statement on a going concern basis,

provided that any reference in this definition to a qualification shall exclude any qualification, emphasis of matter, statement or other commentary relating to future compliance with and/or any potential future breach of the Finance Documents.

Auditors means each of:

(a) any firm of independent accountants having the relevant expertise to perform a high quality audit of a group of entities such as the Borrower Group; and

(b) any other firm of independent accountants approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed).

Borrower Account Bank means:

(a) in respect of each Prepayment Account, Cash Trap Account, Equity Cure Account, General Account, Rental Income Account (together, the **Control Accounts**) located in Luxembourg, ING Luxembourg S.A., Luxembourg;

(b) in respect of each Control Account located in the United Kingdom, ING Bank N.V., London Branch or State Street Bank and Trust Company, London; and

(c) any other bank or financial institution which becomes an account bank in accordance with the Facility Agreement.

Borrower Group means the Company and each of its Subsidiaries from time to time.

Break Costs means:

(a) in respect of any prepayment which is made in the period beginning on the day after a Loan Payment Date and ending on the last day of the then current Loan Interest Period, the amount (if any) by which:

(i) the interest (prior to a Securitisation, excluding Loan Margin, and, after a Securitisation, including Loan Margin both on any portion of the Whole Loan subject to a Securitisation and on the Facility B Loan, in each case, at the time of calculation) which a Lender should have received for the period from the immediately subsequent Loan Interest Period Date to the last day of the Loan Interest Period commencing on that immediately subsequent Loan Interest Period Date in respect of the Whole Loan, had the principal amount not been received;

exceeds:

(ii) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount received by it on deposit with a leading bank in the London interbank market for a period starting on the immediately subsequent Loan Interest Period Date and ending on the next Loan Payment Date; and

(b) otherwise, the amount (if any) by which:

(i) the interest (prior to a Securitisation, excluding Loan Margin, and, after a Securitisation, including Loan Margin both on any portion of the Whole Loan subject to a Securitisation and on the Facility B Loan, in each case, at the time of calculation) which a Lender should have received for the period from the date of receipt of all or any part of its participation in the Whole Loan or Unpaid Sum to the last day of the current Loan Interest Period in respect of the Whole Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Loan Interest Period;

exceeds:

(ii) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the London interbank market for a period starting on the Business Day following receipt or recovery and ending on the next Loan Payment Date.

Centre of Main Interests means the "centre of main interests" of an Obligor for the purposes of the COMI Regulation.

COMI Regulation means Council Regulation (EC) No 1346/2000 of 29 May 2000.

DBRS Criteria means the Derivative Criteria for European Structured Finance Transactions published by DBRS and dated May 2013 for the purposes of determining compliance in respect of an issuance of notes with a long-term rating of AAA by DBRS.

Debtor Accession Deed means a deed substantially in the form set out in the Subordination Agreement.

Delegate means any delegate, agent, attorney, manager or co-trustee appointed by the Loan Facility Agent or the Loan Security Agent.

Disposal Proceeds means the consideration receivable by any member of the Borrower Group (including any amount receivable in repayment of intercompany debt) for any disposal made by any member of the Borrower Group after deducting:

(a) any reasonable fees, costs and expenses which are incurred by any member of the Borrower Group with respect to that disposal payable to persons who are not members of the Borrower Group (other than any Investor Affiliate) (**Disposal Costs**); and

(b) any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) (**Tax**) incurred and required to be paid by any member of the Borrower Group in connection with that disposal (as reasonably determined by such member of the Borrower Group, on the basis of existing rates and taking account of any available credit, deduction or allowance) (**Disposal Taxes**).

Excess Rental Income means an amount equal to any Net Rental Income received into a Borrower's Rental Income Account in respect of a tenant's rent payment obligations under an Occupational Lease that is in excess of the amount of Net Rental Income payable by that tenant for one quarter's rent (which, if the Occupational Lease requires rent to be paid less frequently than quarterly, will be calculated on a pro rata basis).

Excluded Expropriation Proceeds means, in relation to a Property, the amount of Disposal Proceeds received by any Obligor pursuant to any Expropriation in respect of that Property which, when aggregated with any Disposal Proceeds received by any Obligor pursuant to any previous Expropriation in respect of that Property, are in excess of the Release Price for that Property.

Excluded Insurance Proceeds means:

(a) any proceeds of insurance claims of up to £50,000 per annum; and

(b) any proceeds of an insurance claim which the Company notifies the Loan Facility Agent are, or are to be, applied as soon as possible (but in any event within 12 months after receipt or 24 months after receipt provided that such proceeds are contractually committed to be applied no later than 12 months after receipt):

    (i) to meet a third party claim to which the relevant insurance proceeds relate; and/or

    (ii) to cover operating losses or loss of rent in respect of which the relevant insurance claim was made; and/or

    (iii) to replace, reinstate and/or repair the relevant assets in respect of which the relevant insurance claim was made.

Excluded Recovery Proceeds means any proceeds of a Recovery Claim which the Company notifies the Loan Facility Agent are, or are to be, applied as soon as possible (but in any event within 12 months after receipt or 24 months after receipt provided that such proceeds are contractually committed to be applied no later than 12 months after receipt):

(a) to satisfy (or reimburse a member of the Borrower Group which has discharged) any liability, charge or claim upon a member of the Borrower Group by a person which is not a member of the Borrower Group; and/or

(b) in the replacement, reinstatement and/or repair of assets or property of members of the Borrower Group which have been lost, destroyed or damaged,

in each case as a result of the events or circumstances giving rise to that Recovery Claim.

Expropriation means that any part of a Property is compulsorily purchased or is otherwise nationalised or expropriated or is disposed of in order to comply with an order of any agency of state, authority, other regulatory body or any applicable law or regulation.

Expropriation Proceeds means the Disposal Proceeds received by any Obligor pursuant to any Expropriation except for Excluded Expropriation Proceeds.

Facility A Loan means the sterling term loan facility in an aggregate amount equal to, on the Utilisation Date, £646,000,000.

Facility B Loan means the sterling term loan facility in an aggregate amount equal to, on the Utilisation Date, £34,000,000.

Finance Documents means:

(a) the Facility Agreement;

(b) each fee letter delivered pursuant to the Facility Agreement;

(c) the Margin Letter pursuant to the Facility Agreement;

(d) each Duty of Care Agreement;

(e) each transfer certificate under the Facility Agreement;

(f) each assignment agreement substantially in the form set out in the Facility Agreement;

(g) each utilisation request under the Facility Agreement;

(h) the Subordination Agreement;

(i) the Reports Side Letter;

(j) the LaSalle Reports Claim Agreement;

(k) any extension option notice;

(l) each Loan Security Document;

(m) each Debtor Accession Deed;

(n) each Subordinated Creditor Accession Deed; and

(o) any other document designated as a "Finance Document" by the Loan Facility Agent and the Company.

Finance Party means each of the Loan Facility Agent, any Lender, the Loan Mandated Lead Arranger and the Loan Security Agent.

Financial Quarter means each financial quarter of the Borrower Group being each three month period expiring on 31 March, 30 June, 30 September and 31 December in each year.

Financial Quarter Date means the last day of each Financial Quarter.

Financial Year means each financial year of the Borrower Group being each 12 month period (or shorter period in respect of the first financial year of the Borrower Group) expiring on 31 December.

Fitch Criteria means the Hedge Counterparty Criteria for Structured Finance Transactions published by Fitch and dated 14 May 2014 for the purposes of determining compliance in respect of an issuance of notes with a long-term rating of AAA by Fitch.

Hedge Document means each of the present or future documents entered into by any Obligor and a Hedge Counterparty evidencing or relating to the hedging transactions referred to in the Facility Agreement.

Hedging Notional Requirement means, on any day, that the aggregate notional amount of the hedging arrangements in respect of the Whole Loan in place on that day (which are or will be evidenced by Hedge Documents) is equal to not less than 95 per cent. of the outstanding principal amount of the Whole Loan on that day.

Headleases means certain leases detailed in the Facility Agreement.

Holdco means UK Logistics Holdco I S.à r.l., *a société à responsabilité limitée*, incorporated under the laws of the Grand-Duchy of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of £15,000, and being registered with the *Registre de Commerce et des Sociétés* of Luxembourg under number RCS B196.717.

Holding Company means, in relation to a person, any other person in respect of which it is a Subsidiary.

Insolvency Event means, in relation to a Finance Party, that the Finance Party:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

(e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:

  (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

  (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

(f) (on or after the date on which it becomes a Finance Party but not, for the avoidance of doubt, at any time prior to it becoming a Finance Party unless at the time it becomes a Finance Party, the circumstances set out in this paragraph would continue to be in effect) has exercised in respect of it one or more of the stabilisation powers pursuant to Part 1 of the Banking Act 2009 and/or has instituted against it a bank insolvency proceeding pursuant to Part 2 of the Banking Act 2009 or a bank administration proceeding pursuant to Part 3 of the Banking Act 2009;

(g) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(h) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(i) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

(j) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (i) above; or

(k) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

Insurance Proceeds means the proceeds of any insurance claim received by any member of the Borrower Group except for Excluded Insurance Proceeds and after deducting any reasonable fees, costs and expenses in relation to that claim which are incurred by any member of the Borrower Group to persons who are not members of the Borrower Group (other than any Investor Affiliate).

Interpolated Screen Rate means, in relation to Loan LIBOR for the Whole Loan or Unpaid Sum, the rate (rounded to the same number of decimal places as the two relevant Loan Screen Rates) which results from interpolating on a linear basis between:

(a) the applicable Loan Screen Rate for the longest period (for which that Loan Screen Rate is available) which is less than the Loan Interest Period of the Whole Loan or Unpaid Sum; and

(b) the applicable Loan Screen Rate for the shortest period (for which that Loan Screen Rate is available) which exceeds the Loan Interest Period of the Whole Loan or Unpaid Sum,

each as of 11:00am London time on the Quotation Day for the Whole Loan or Unpaid Sum.

Investor Affiliate means a Sponsor, each of its Affiliates, any trust of which a Sponsor or any of its Affiliates is a trustee, any partnership of which a Sponsor or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, a Sponsor or any of its Affiliates provided that any trust, fund or other entity which has been established for at least six months solely for the purpose of making, purchasing or investing in loans or debt securities and which is managed or controlled independently from all other trusts, funds or other entities managed or controlled by a Sponsor which have been established for the primary or main purpose of investing in the share capital of companies shall not constitute an Investor Affiliate.

Investor Debt means any Financial Indebtedness owed by the Company to any of its Holding Companies provided that (unless the Loan Facility Agent (acting on the instructions of the Majority Lenders) agreed otherwise in writing) such Financial Indebtedness is subordinated to the Secured Liabilities under the Subordination Agreement.

JPUT means The Lymedale Park Unit Trust. a property unit trust established in accordance with Article 7(3) of the Trusts (Jersey) Law 1984.

LaSalle Reports Claim Agreement means the agreement dated on or about the date of the Facility Agreement between the Loan Facility Agent and LaSalle Investment Management regarding claims in respect of the Reports.

Lease means any present or future lease, underlease, sub-lease, licence, tenancy or other right to occupy all or any part of a Property, any right to receive rent in respect of a Property and any agreement for the grant of any of the foregoing.

Lender means any lender under the Facility Agreement as at 5 June 2015 and any person, bank, financial institution, trust, fund or other entity which has become a lender in accordance with the Facility Agreement.

Liability means any present or future liability (actual or contingent), together with:

(a) any permitted novation, deferral or extension of that liability;

(b) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs;

(c) any claim for damages or restitution in the event of rescission of that liability or otherwise;

(d) any claim flowing from any recovery by a payment or discharge in respect of that liability on grounds of preference or otherwise; and

(e) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings.

Loan LIBOR means in relation to the Whole Loan or Unpaid Sum on which interest for a given period is to accrue:

(a) the applicable Loan Screen Rate;

(b) if no Loan Screen Rate for sterling is available for the Loan Interest Period of the Whole Loan or Unpaid Sum, the Interpolated Screen Rate for the Whole Loan; or

(c) if no Loan Screen Rate is available for sterling for the Loan Interest Period of the Whole Loan or Unpaid Sum and it is not possible to calculate an Interpolated Screen Rate for the Whole Loan or Unpaid Sum, the Loan Reference Bank Rate for sterling for that Loan Interest Period,

as of, in the case of paragraphs (a) and (c) above, at or about 11:00am London time on the Quotation Day for the Whole Loan or Unpaid Sum for a period equal in length to the Loan Interest Period for the Whole Loan or Unpaid Sum and, if any such rate is less than zero, Loan LIBOR will be deemed to be zero.

Loan Mandated Lead Arranger means Goldman Sachs Bank USA.

Loan Reference Banks means the principal London offices of HSBC Bank Plc, Barclays Bank Plc, Lloyds Bank Plc, The Royal Bank of Scotland plc, Deutsche Bank AG and JPMorgan Chase Bank, N.A. or such other banks as may be appointed by the Loan Facility Agent in consultation with the Company for 3 Business Days.

Loan Reference Bank Rate means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Loan Facility Agent at its request by the Loan Reference Banks as the rate at which the relevant Loan Reference Bank could borrow funds in the London interbank market in the relevant currency and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period.

Loan Screen Rate means in relation to Loan LIBOR, the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant currency and period displayed on pages LIBOR01 or LIBOR02 of the Reuters screen (or any replacement Reuters page which displays that rate) or, on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters provided that if such page or service ceases to be available, the Loan Facility Agent may specify another page or service displaying the relevant rate after consultation with the Company.

Loan Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Loan Valuation means:

(a) the Full Valuation; and

(b) any subsequent valuation instructed by (in accordance with and subject to the Facility Agreement) and in form and substance satisfactory to the Loan Facility Agent (acting on the instructions of the Majority Lenders),

in each case, prepared and issued by a Loan Valuer and addressed to and/or capable of being relied upon by, amongst others, each Finance Party valuing the Borrowers' interests in the Properties and which is carried out on a "market value" basis (as defined in the then current Statements of Assets Valuation Practice and Guidance Notes issued by the Royal Institution of Chartered Surveyors' (or its successors)) provided that for the purposes of this definition, each Valuation will be based on a "corporate basis" special assumption that no stamp duty or other real estate transfer taxes are payable on any disposal of any Property (the **Special Assumption**). For the

avoidance of doubt, if any Valuation does not include or comply with the Special Assumption it shall not constitute a Loan Valuation for the purposes of the Facility Agreement.

Loan Valuer means:

(a) each of CBRE, Cushman & Wakefield or Knight Frank; or

(b) any other firm of chartered surveyors as may be agreed from time to time between the Company and the Loan Facility Agent (each acting reasonably),

in each case as appointed by the Loan Facility Agent to act as valuer for the purposes of the Facility Agreement.

Majority Lenders means: (a) the Issuer; or (b) if at any time the Issuer's participation in the Whole Loan is in aggregate less than 66⅔ per cent. of all the Whole Loan, a Lender or Lenders whose participations in the Whole Loan then outstanding aggregate more than 66⅔ per cent. of all the Whole Loan then outstanding.

Margin Letter means the letter dated 11 June 2015 (as amended on 16 July 2015 and on 29 July 2015) between, among others, the Loan Facility Agent, the Loan Mandated Lead Arranger and the Company setting out how the Loan Margin will be determined.

Material Adverse Effect means a material adverse effect on:

(a) the consolidated business, assets or financial condition of the Borrower Group taken as a whole;

(b) the ability of the Borrower Group taken as a whole to perform their payment obligations under the Finance Documents; or

(c) subject to the Loan Legal Reservations and the Perfection Requirements, the validity or enforceability of the Loan Security.

Mezzanine Party means a lender to a Holding Company of the Company.

Moody's Criteria means the Approach to Assessing Swap Counterparties in Structured Finance Cash Flow Transactions published by Moody's and dated 16 March 2015 for the purposes of determining compliance in respect of an issuance of notes with a long-term rating of Aaa by Moody's.

Net Rental Income means Rental Income in respect of a Property after deducting (without double counting):

(a) all Service Charge Proceeds in relation to that Property;

(b) any sum representing any VAT chargeable in respect of Rental Income; and

(c) all "irrecoverable service charge expenses" (as that term is defined in the Facility Agreement) in relation to that Property.

New Teal PropCos means each of:

(a) Teal New Brackmills S.à r.l.;

(b) Teal New Darlaston S.à r.l.;

(c) Teal New Hams Hall S.à r.l.;

(d) Teal New Houghton Main S.à r.l.;

(e) Teal New Huntingdon S.à r.l.;

(f) Teal New Corby S.à r.l.;

(g) Teal New Glasshoughton S.à r.l.;

(h) Teal New Kingston Park S.à r.l.;

(i) Teal New Rugeley S.à r.l.; and

(j) Teal New Doncaster S.à r.l.

Non-Consenting Lender means any Lender that does not consent to any amendment, consent, request or waiver requested by the Company to which the Majority Lenders consented.

Occupational Lease means any Lease to which an Obligor's interest in a Property is subject.

Permitted Change of Use means, at any time, any change of use of any part of a Property provided that following such change of use the aggregate net lettable area of all Properties that have been subject to a change of use after the Utilisation Date (after deducting the net lettable area of any Property that has reverted to its original use) shall not exceed 15 per cent. of the net lettable area of all of the Properties at that time.

Permitted Distributions means:

(a) any distribution of cash:

(i) made by any member of the Borrower Group to another member of the Borrower Group; or

(ii) made by the Company to a person that is not a member of the Borrower Group,

provided that such distribution:

(A) may only be made out of monies standing to the credit of any General Account (other than any monies standing to the credit of any General Account which have been transferred to a General Account for any purpose expressly specified in the Facility Agreement); and

(B) is made at a time when no Loan Event of Default is continuing or would occur immediately as a result of the distribution (unless such Loan Event of Default would be remedied as a result of such distribution); and

(C) is made at a time when there is no Audit Qualification in respect of the most recent annual financial statements of any member of the Borrower Group or such Audit Qualification has been withdrawn by the relevant Auditors; and

(b) any distribution other than of cash (but not by transfer or disposal of a Control Account, any part of any Property, any of the rights to receive Rental Income or any shares which have been issued prior to the date of the distribution) made by any member of the Borrower Group to another member of the Borrower Group or by the Company to a person that is not a member of the Borrower Group provided that such distribution is:

(i) made at a time when no Loan Event of Default is continuing or would occur immediately as a result of the distribution (unless such Loan Event of Default would be remedied as a result of such distribution); and

(ii) made at a time when there is no Audit Qualification in respect of the most recent annual financial statements of any member of the Borrower Group or such Audit Qualification has been withdrawn by the relevant Auditors; and

(iii) either:

(A) other than to the extent paragraph (B) below is complied with, made or discharged by an issuance of shares permitted pursuant to the Facility Agreement, an increase in share premium or other equivalent arrangement: or

(B) left outstanding and the amount outstanding in respect of that distribution owed to any such Holding Company or person constitutes Financial Indebtedness incurred by a member of the Borrower Group under a Subordinated Loan or Investor Debt; and

(c) any distribution made out of the proceeds of the Whole Loan within 10 Business Days of the Utilisation Date.

Permitted Holders means:

(i) the Sponsor; or

(ii) any Qualifying Transferee(s), subject to compliance with the Facility Agreement

Permitted Property Disposal Prepayment Proceeds means, in respect of a Permitted Property Disposal an amount equal to the aggregate of the Release Price in respect of the Property the subject of that Permitted Property Disposal and any amounts due of accrued and unpaid interest, Break Costs and Prepayment Fees.

Permitted Property Disposal means a disposal of any Property (or of the shares in the Obligor which owns that Property) provided that:

(a) on completion of such disposal an amount not less than the Permitted Property Disposal Prepayment Proceeds in respect of that Property is paid into the Prepayment Account (such payment being funded from the Disposal Proceeds in respect of that disposal and/or proceeds of Equity Contribution(s) and/or Subordinated Loans and/or monies standing to the credit of a General Account);

(b) on completion of such disposal an amount (excluding any amounts that have been deposited for a different particular purpose, including, without limitation, in respect of a Permitted Capex Project or any other Permitted Property Disposal) is standing to the credit of the General Account of the relevant Obligor of not less than the sum of the Disposal Costs and Disposal Taxes (other than any Disposal Costs or Disposal Taxes paid directly to any third party or otherwise discharged, in each case, prior to completion of that disposal) in respect of that disposal;

(c) on the date such disposal is contracted, no Loan Event of Default is continuing (or, if a Loan Event of Default is continuing, it would be remedied as a result of the completion of that disposal) or would result from completion of that disposal; and

(d) such disposal is made on arms' length terms.

Qualifying Transferee means any person which at the date on which the relevant person obtains control of the Company directly or indirectly:

(i) owns, controls and/or manages; and/or

(ii) is advised and/or managed by any person that owns, controls and/or manages, directly or indirectly,

assets which have an aggregate market value of not less than €5,000,000,000 (or its equivalent in another currency).

Quotation Day means, in relation to any period for which an interest rate is to be determined, the first day of that period.

Rating Agency Selection Date means the date upon which the Loan Facility Agent (acting on the instructions of the Majority Lenders) delivers a notice to the Company from the Loan Facility Agent stating which two rating agencies (each a **Selected Rating Agency**) out of DBRS, Fitch, Moody's and S&P have been selected by the Loan Mandated Lead Arranger to provide credit rating services in respect of the securitisation (the **Selected Rating Agency Notice**) which shall be no later than the earlier of:

(a) a securitisation; and

(b) the date which is three months following the Utilisation Date.

Recovery Proceeds means the proceeds of a claim (a **Recovery Claim**) against the provider of any Report (in its capacity as a provider of that Report) or against any counterparty to a construction contract or collateral warranty (in its capacity as counterparty to that construction contract or collateral warranty (as applicable)) with, or benefitting, a Obligor except for Excluded Recovery Proceeds, and after deducting:

(a) any reasonable fees, costs and expenses which are incurred by any member of the Borrower Group to persons who are not members of the Borrower Group (other than any Investor Affiliate); and

(b) any Loan Tax incurred and required to be paid by a member of the Borrower Group (on the basis of existing rates and taking into account any available credit, deduction or allowance),

in each case in relation to that Recovery Claim.

Redundant Account means each bank account (other than any Control Account, Collection Account or Rent Deposit Account) of an Obligor which was in existence prior to the Utilisation Date.

Reference Day means, in relation to any Relevant Period, the Quotation Day in respect of the Loan Interest Period ending on the first Loan Interest Period Date during that Relevant Period.

Release Price means, in relation to a Property, the sum of:

(a) 105 per cent. of the amount which is equal to the lower of the First Tier Prepayment and the Allocated Loan Amount of that Property;

(b) 110 per cent. of the amount which is equal to the lower of the Second Tier Prepayment and the Second Tier Remaining ALA; and

(c) 115 per cent. of the Third Tier Remaining ALA,

where:

First Tier Prepayment means the amount which must be applied in prepayment of the Whole Loan to reduce the aggregate outstanding amount of the Whole Loan to the amount which is equal to 85 per cent. of the aggregate outstanding principal amount of the Whole Loan on the Utilisation Date.

Second Tier Prepayment means the amount, in excess of the amount of the corresponding First Tier Prepayment, which must be applied in prepayment of the Whole Loan to reduce the aggregate outstanding amount of the Whole Loan to the amount which is equal to 70 per cent. of the aggregate outstanding principal amount of the Whole Loan on the Utilisation Date.

Second Tier Remaining ALA means any amount of the Allocated Loan Amount of that Property which exceeds the First Tier Prepayment.

Third Tier Remaining ALA means any amount of the Allocated Loan Amount of that Property which exceeds the sum of the First Tier Prepayment and the Second Tier Prepayment.

Relevant Rate means:

(a) in respect of the first Loan Payment Date in any Relevant Period, the lower of (i) the higher of (A) 3.00 per cent. per annum and (B) the rate equal to that shown by paragraph (a) of the definition of Annual Forward Looking three-month LIBOR for that Relevant Period and (ii) the weighted average strike rate for that Loan Payment Date under the relevant Hedge Documents (if any);

(b) in respect of the second Loan Payment Date in any Relevant Period, the lower of (i) the higher of (A) 3.00 per cent. per annum and (B) the rate equal to that shown by paragraph (b) of the definition of Annual Forward Looking three-month LIBOR for that Relevant Period and (ii) the weighted average strike rate for that Loan Payment Date under the relevant Hedge Documents (if any);

(c) in respect of the third Loan Payment Date in any Relevant Period, the lower of (i) the higher of (A) 3.00 per cent. per annum and (B) the rate equal to that shown by paragraph (c) of the definition of Annual Forward Looking three-month LIBOR for that Relevant Period and (ii) the weighted average strike rate for that Loan Payment Date under the relevant Hedge Documents (if any); and

(d) in respect of the fourth Loan Payment Date in any Relevant Period, the lower of (i) the higher of (A) 3.00 per cent. per annum and (B) the rate equal to that shown by paragraph (d) of the definition of Annual Forward Looking three-month LIBOR for that Relevant Period and (ii) the weighted average strike rate for that Loan Payment Date under the relevant Hedge Documents (if any),

provided that if the Whole Loan is subject to Hedge Documents with a notional amount of less than 100 per cent. of the outstanding principal amount of the Whole Loan in respect of any Loan Payment Date, the determination under paragraph(s) (a)-(d) (as applicable) above will be adjusted so that, in each case,

paragraph (ii) of (a)-(d) (as applicable) does not apply to the extent that the outstanding principal amount of the Whole Loan is unhedged.

Relevant Rating Requirements means:

(a) if DBRS is a Selected Rating Agency, the DBRS Criteria;

(b) if Fitch is a Selected Rating Agency, the Fitch Criteria;

(c) if Moody's is a Selected Rating Agency, the Moody's Criteria; and

(d) if S&P is a Selected Rating Agency, the S&P Criteria.

Relevant Period means each period of 12 months commencing on the last day of each Financial Quarter (a **Financial Quarter Date**) and ending on the anniversary of that Financial Quarter Date.

Rent Deposit Account means any account in which an Obligor has an interest which is solely maintained for the purpose of holding rent deposits in respect of Occupational Leases.

Rental Income means all sums paid or payable to or for the benefit of any Obligor arising from the letting, use or occupation of all or any part of a Property, including (without limitation and without double counting):

(a) rents, licence fees and equivalent sums reserved, paid or made payable;

(b) any sum received or receivable from any deposit held as security for performance of any tenant's obligations;

(c) any other monies paid or payable in respect of occupation and/or usage of a Property and any fixture and fitting on a Property including any fixture on a Property for display or advertisement, on licence or otherwise;

(d) proceeds of insurance in respect of loss of rent or interest on rent;

(e) any Service Charge Proceeds;

(f) payments made in respect of a breach of covenant or dilapidations under any Occupational Lease in relation to a Property and for expenses incurred in relation to any such breach;

(g) any receipts from or the value of consideration given for the surrender or variation of any Occupational Lease;

(h) interest, damages or compensation in respect of any of the items in this definition;

(i) any payment from a guarantor or other surety in respect of any of the items listed in this definition;

(j) any break payments that are received following the actual exercise of any break option under any Occupational Lease in the period for which Rental Income is being calculated; and

(k) any amount in respect of or which represents VAT in respect of any of the sums set out in paragraphs (a)-(j) above,

but, in each case, excluding for the avoidance of doubt any amount received and held or to be held as deposit or security under an Occupational Lease.

Reports Side Letter means the letter dated on or about the date of the Facility Agreement between The Blackstone Group International Partners LLP, any other addressee of certain reports provided in connection with the Facility Agreement which is not an Obligor (other than a Mezzanine Party) and the Loan Facility Agent in relation to such reports.

Required Hedging Conditions means all hedging transactions (which are or will be evidenced by Hedge Documents) must:

(a) have an aggregate notional amount resulting in the Hedging Notional Requirement being met;

(b) have a term expiring on or after the Final Loan Repayment Date;

(c) provide for interest rate cap(s):

(i) in respect of the period until and including the Loan Payment Date falling immediately prior to the Initial Loan Repayment Date, with a weighted average strike rate on any day of no more than 3.00 per cent. per annum; and

(ii) in respect of the period from (but excluding) the Loan Payment Date falling immediately prior to the Initial Loan Repayment Date until the Second Extended Loan Repayment Date, with a weighted average strike rate on any day of no more than 4.00 per cent. per annum;

(d) be with a person or persons that have a Requisite Rating for a Hedge Counterparty;

(e) be governed by English law and be based substantially on the form of an ISDA Master Agreement or a long-form confirmation based on an ISDA Master Agreement which complies with the Relevant Rating Requirements;

(f) permit the Obligors to comply with the provisions of the Facility Agreement;

(g) not contain any restrictions on granting any security over the relevant Obligor's rights under such Hedge Document in favour of the Finance Parties;

(h) provide for "LIBOR" and "Business Days" to be determined on the same basis as the Facility Agreement; and

(i) provide for payments to the Obligors to occur on the same date as the Loan Payment Dates but by reference to the same Loan Interest Periods.

S&P means Standard & Poor's, a division of The McGraw-Hill Companies, Inc. or any successor to the rating business of S&P.

S&P Criteria means the Hedge Counterparty Risk Framework Methodology and Assumptions published by S&P and dated 25 June 2013 for the purposes of determining compliance in respect of an issuance of notes with a long-term rating of AAA by S&P.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by an Obligor or by some other person) of each Obligor to the Finance Parties (or any of them) under each of the Finance Documents.

Security means a mortgage, charge, pledge, assignment by way of security, lien or other security interest securing any obligation of any person or any easement or other agreement or arrangement having a similar effect.

Service Charge Expenses means (including any VAT paid in respect thereof):

(a) any expense or liability incurred by a tenant under an Occupational Lease:

(i) by way of reimbursement of expenses incurred, or on account of expenses to be incurred, by or on behalf of an Obligor in the management, maintenance and repair or similar obligation of, or the provision of services specified in that Occupational Lease in respect of the Property and the payment of insurance premiums for that Property; or

(ii) to, or for expenses incurred by or on behalf of, an Obligor for a breach of covenant where such amount is or is to be applied by an Obligor in remedying such breach or discharging such expenses;

(b) any contribution to a sinking fund paid by a tenant under its Occupational Lease; and

(c) any contribution paid by a tenant to ground rent and other sums due under the Headleases,

other than, in each case, any amount in respect of asset management fees or any corporation or other Tax on income or profits.

Service Charge Proceeds means any payment for Service Charge Expenses (including any VAT paid in respect thereof).

Sponsor means any fund and/or other entity managed, advised, owned and/or controlled by The Blackstone Group L.P. and/or any of its Affiliates.

Subordinated Creditor means:

(a) an Obligor; or

(b) any other person which accedes to the Subordination Agreement as a Subordinated Creditor in accordance with the Subordination Agreement.

Subordinated Creditor Accession Deed means a deed substantially in the form set out in the Subordination Agreement.

Subordinated Debt means all Liabilities payable or owing by the Obligors to the Subordinated Creditors from time to time.

Subordinated Loan means any Financial Indebtedness owed by a member of the Borrower Group to another member of the Borrower Group which is governed by Luxembourg law, has been subordinated to the Secured Liabilities under the terms of the Subordination Agreement and the rights of the creditor in respect of such Financial Indebtedness are the subject of Loan Security (including, in the case of loans to the JPUT, Loan Security governed by Jersey law).

Subordination Agreement means the subordination agreement dated on or prior to the Utilisation Date between, the Obligors, Topco and the Loan Facility Agent.

Subsidiary means in relation to any partnership, company, corporation, unit trust or an unincorporated corporation (in this definition, an entity), an entity:

(a) which is controlled, directly or indirectly, by the first mentioned entity;

(b) more than half of the issued shares of which is beneficially owned, directly or indirectly by the first mentioned entity; or

(c) which is a Subsidiary of another Subsidiary of the first mentioned entity,

and for this purpose, an entity shall be treated as being controlled by another if that other entity has the power to direct its affairs and/or to control the composition of its board of directors or equivalent body whether through the ownership of voting capital, by contract or otherwise.

Teal PropCos means:

(a) Teal Kingston Park Limited;

(b) Teal Brackmills S.à r.l.;

(c) Teal Darlaston S.à r.l.;

(d) Teal Hams Hall S.à r.l.;

(e) Teal Houghton Main S.à r.l.;

(f) Teal Huntingdon S.à r.l.;

(g) Teal Corby S.à r.l.;

(h) Teal Doncaster S.à r.l.;

(i) Teal Rugeley S.à r.l.;

(j) Teal Voltaic S.à r.l.;

(k) Teal Glasshoughton S.à r.l.;

(l) Teal Wakefield No.1 Limited;

(m) Teal Wakefield No.2 Limited; and

(n) Teal Corby Limited.

Topco means UK Logistics New Mezzco S.à r.l., a *société à responsabilité limitée*, incorporated under the laws of the Grand-Duchy of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of £15,000, and being registered with the *Registre de Commerce et des Sociétés* of Luxembourg under number RCS B196.653.

Transfer Certificate means a certificate substantially in the form set out in the Facility Agreement or any other form agreed between the Loan Facility Agent and the Company.

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents.

VAT means:

(a) any tax imposed in compliance with the EC Directive 2006/112 of 28 November 2006 on the common system of value added tax; and

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution or replacement for, or levied in addition to, such tax referred to in paragraph (a) above, or elsewhere.

VATA means the Value Added Tax Act 1994.

Payment of interest

Under the Facility Agreement, the Borrowers must pay interest on the Whole Loan made to them on each Loan Payment Date.

The rate of interest on the Whole Loan for each Loan Interest Period is the percentage rate per annum which is the aggregate of the Whole Loan, the Loan Margin and Loan LIBOR.

Default interest will apply on any unpaid sums which an Obligor fails to pay from the due date up to the date of actual payment in accordance with the Facility Agreement at a rate of 1 per cent. per annum plus the rate of interest which would have been payable if the unpaid sum had, during the period of non-payment, constituted the Whole Loan. Any default interest accruing is immediately payable by the relevant Obligor on demand by the Loan Facility Agent. Unpaid default interest arising on an unpaid sum will be compounded with the unpaid sum at the end of each Loan Interest Period applicable to that unpaid sum but will remain immediately due and payable.

The margin on the Whole Loan is 2.20 per cent. per annum. Pursuant to the Margin Letter, if all or part of the Whole Loan is subject to a securitisation, following a Voluntary Prepayment, the Loan Margin shall be reduced by the Reduction in Weighted Average Margin (if any), from the first Loan Interest Period Date on which or following which the weighted average margin of the Notes is reduced as a result of application of the proceeds of the Voluntary Prepayment in redemption of the Notes, provided that the Relevant Margin shall not, in any event at any time, be reduced below the sum of the Issuer Base Cost plus the Weighted Average Margin.

If at any time following a reduction of the Loan Margin pursuant to the paragraph above, the Loan Margin is less than the sum of the Issuer Base Cost plus the Weighted Average Margin, the Loan Margin shall be increased from the next Loan Interest Period Date to the number of percentage points per annum which is equal to the lower of (a) 2.20 per cent. per annum, and (b) the sum of the Issuer Base Cost plus the Weighted Average Margin.

New Weighted Average Margin means, in respect of any Notes (other than any X certificate or similar) under a securitisation of the Whole Loan and a Voluntary Prepayment, the Weighted Average Margin of those Notes immediately following application of the proceeds of that Voluntary Prepayment in redemption of the Notes.

Original Weighted Average Margin means, in respect of any Notes (other than any X Certificate or similar) under a securitisation of the Whole Loan and a Voluntary Prepayment, the Weighted Average Margin of those Notes prior to the proceeds of that Voluntary Prepayment being applied in redemption of the Notes.

Reduction in Weighted Average Margin means, in respect of any Notes (other than any X certificate or similar) under a securitisation of the Whole Loan and a Voluntary Prepayment, the number of percentage points per annum which is equal to the Original Weighted Average Margin of those Notes minus the New Weighted Average Margin.

Issuer Base Cost means, at any time in respect of any Notes under a securitisation, the number of percentage points per annum which the Servicer certifies to the Loan Facility Agent is, in its opinion, sufficient at that time to cover all amounts payable by the securitisation Issuer under the then relevant Issuer Priority of Payments relating to the securitisation (including, without limitation, the servicing costs and other fees payable by the securitisation Issuer in respect of the Notes and any excess spread that was paid in respect of the previous note payment period in respect of any X certificate or similar but excluding, for the avoidance of doubt, the Weighted Average Margin and any special servicing costs and fees in respect of which the Obligors have indemnified the securitisation Issuer under the Facility Agreement).

Weighted Average Margin means, at any time, in respect of any Notes (other than any X certificate or similar) under a securitisation of the Whole Loan, the number of percentage points per annum which is the weighted average margin (according to the principal amount outstanding of each class of those Notes issued) of those Notes, as certified by the Servicer to the Loan Facility Agent from time to time.

Repayment and extension

The Borrowers must repay the Whole Loan in full on the Final Loan Repayment Date.

The Company may exercise the option twice to extend the Final Loan Repayment Date by one year by delivering to the Loan Facility Agent an irrevocable notice not less than 30 days and not more than 90 days prior to the then Final Loan Repayment Date (the first of such options being the **First Loan Extension Option** and the second, and final, of such options being the **Second Loan Extension Option**) (the First Loan Extension Option and the Second Loan Extension Option together being the **Loan Extension Options**). Such extension will take effect subject to certain conditions being satisfied including (i) no Loan Event of Default or Potential Loan Event of Default continuing or resulting from the extension and (ii) hedging arrangements being in place until the relevant extended Final Loan Repayment Date for an aggregate notional amount of not less than 95 per cent. of the principal amount of the Whole Loan and with a weighted average strike rate, in the case of the First Loan Extension Option, which is not more than 3 per cent. per annum and, in the case of the Second Loan Extension Option, which is not more than 4 per cent. per annum.

Prepayments

Mandatory prepayment – illegality

If at any time it becomes unlawful in any applicable jurisdiction for a Lender, including the Issuer, to perform any of its obligations contemplated by the Facility Agreement or to make, fund or maintain its participation in the Whole Loan, that Lender must promptly notify the Loan Facility Agent upon becoming aware of that event and the Loan Facility Agent must notify the Company in writing, and on such date as that Lender has specified in the notice delivered to the Company (being no earlier than the last Business Day allowed by the relevant law (taking into account any applicable grace period)), the commitments of that Lender under the Facility Agreement shall be cancelled and reduced to the extent required by the relevant law and the Borrowers shall repay the participation to that Lender together with accrued interest thereon and all other amounts owing to that Lender under the Finance Documents, in each case to the extent required by the relevant law.

Mandatory prepayment – change of control

Under the Facility Agreement, a change of control occurs if:

(a) the Sponsors cease to control (directly or indirectly) the Company; provided that (in the case of Sponsors only) such cessation of control resulting directly or indirectly from a listing will not trigger a change of control for this purpose;

(b) other than a result of a Permitted Property Disposal, the Company ceases to control any Obligor (other than the Company);

(c) if a Qualifying Transferee controls the Company or at any time following a listing which results in the Sponsors ceasing to control the Company, Logicor Europe Limited (or any of its Affiliates which has the necessary resources and expertise) is not or ceases to be asset manager of the Properties pursuant to an asset management agreement (other than as a result of the Loan Facility Agent exercising its rights to terminate any asset management agreement); or

(d) following a listing, a person or group of persons acting in concert who are not (or, in the case of a group, not all) Permitted Holders own (directly or indirectly) or gain control of 50 per cent or more of the voting share capital of the Company,

the Company must promptly notify the Loan Facility Agent upon becoming aware of any change of control and following the change of control the Loan Facility Agent, if the Majority Lenders so require, must by notice to the Company:

(a) cancel all commitments under the Facility Agreement; and

(b) declare all of the Whole Loan outstanding, together with accrued interest and all other accrued unpaid amounts under the Finance Documents to be immediately due and payable.

Mandatory prepayment

The Facility Agreement also provides that the Obligors must apply the following amounts in prepayment of the Whole Loan at the time and in the order of application as set out below:

(a) Permitted Property Disposal Prepayment Proceeds;

(b) Expropriation Proceeds;

(c) Insurance Proceeds, excluding business interruption and amounts to be applied in repair or reinstatement; and

(d) Recovery Proceeds.

All prepayments in respect of Permitted Property Disposal Prepayment Proceeds, Expropriation Proceeds, Insurance Proceeds or Recovery Proceeds must be made, at the option of the Obligors, either (i) on the next Loan Payment Date if those proceeds have been credited to the Prepayment Account by no later than 1:00pm (London time) on the Business Day before that Loan Payment Date or (ii) if those proceeds have been credited to the Prepayment Account on the first Loan Payment Date or at any time after 1:00pm (London time) on the Business Day before the first Loan Payment Date, on the following Loan Payment Date, or (iii) on an earlier date if the Company so elects by notice in writing of the prepayment to be received to the Loan Facility Agent no less than 5 Business Days prior to the proposed prepayment date or (iv) if proceeds are credited to the Prepayment Account in the time frame set out in (ii) above, on any date before the second Loan Payment Date, if the Company so elects by notice in writing of the prepayment to be received by the Loan Facility Agent no less than 5 Business Days prior to the proposed prepayment date. Any amount so applied in prepayment which is attributable to a particular Property will be applied first (A) in an amount equal to 100 per cent. of the Allocated Loan Amount for the Property which is the subject of the relevant Permitted Property Disposal against the loan made to the Borrower that owns the Property and thereafter (B) in an amount equal to the ALA Excess against the Whole Loan as directed by the Company.

(a) On the date on which the Whole Loan is, in whole or in part, repaid or prepaid in accordance with the Facility Agreement:

(i) subject to (b) below, in the case of a voluntary prepayment made other than as a consequence of a Permitted Property Disposal, the Release Price for each Property owned by a Borrower shall be reduced by the amount applied in prepayment of the corresponding loan made to that Borrower which has been prepaid and the Allocated Loan Amount shall be reduced accordingly on a pro rata basis;

(ii) subject to (b) below, in the case of a prepayment made as a consequence of a Permitted Property Disposal, the Release Price for each Property (other than the Property the subject of that Permitted Property Disposal) shall be reduced as directed by the Company (in an aggregate amount not exceeding the ALA Excess in respect of such Permitted Property Disposal) and the Allocated Loan Amount shall be reduced accordingly on a pro rata basis; and

(iii) in the case of any prepayment by a Borrower of Expropriation Proceeds or Insurance Proceeds, the Release Price of the Property to which those Expropriation Proceeds or Insurance Proceeds (as applicable) relate shall be reduced by an amount equal to the Expropriation Proceeds or Insurance Proceeds (as applicable) that has been prepaid and the Allocated Loan Amount shall be reduced accordingly on a pro rata basis.

(b) The reduction in the Allocated Loan Amounts pursuant to subparagraphs (i) and (ii) above shall only apply as long as the cumulative aggregate net prepayments under the Whole Loan do not exceed £250,000,000.

ALA Excess means in relation to a Property and on any date, an amount equal to the Release Price in respect of that Property minus the Allocated Loan Amount of that Property on that date.

Voluntary prepayment

If an Obligor gives the Loan Facility Agent not less than five Business Days' prior notice, the Borrowers may prepay the whole or any part of the Whole Loan (but, if in part, subject to minimum repayment of £1,000,000 and integral multiples of £250,000) (or, in each case, if less, the outstanding amount of that loan).

Minimum loan amount

If at any time the aggregate outstanding principal amount of the Whole loan is less than or equal to £275,000,000, if the Majority Lenders so require, the Loan Facility Agent may by notice to the Company declare the Whole Loan outstanding, together with accrued interest and all other accrued unpaid amounts under the Finance Documents to be due and payable within 20 Business Days of the date of such notice.

Right of repayment and cancellation in relation to a single lender

If:

(a) a sum payable to any Lender, including the Issuer, by a Obligor is required to be increased under the tax gross up provisions of the Facility Agreement; or

(b) any Lender, including the Issuer, claims indemnification from any Obligor under the tax indemnity or increased costs provisions of the Facility Agreement; or

(c) any Obligor becomes obligated to pay any amount to any Lender, including the Issuer, due to illegality as described above under the heading "*Mandatory prepayment – illegality*"; or

(d) any Lender, including the Issuer, has rescinded or repudiated a Finance Document; or

(e) any Lender, including the Issuer, becomes a Non-Consenting Lender; or

(f) an Insolvency Event has occurred with respect to any Lender, including the Issuer,

the Company may, (a) by giving 5 Business Days' notice to the Loan Facility Agent, replace that Lender, by requiring it to transfer all of its rights and obligations under the Facility Agreement to another Lender or another entity approved by the Majority Lenders and/or (b) prepay that Lender. Neither the Loan Facility Agent nor the Loan Security Agent may be replaced or prepaid without the consent of the Majority Lenders and in no event

shall a Lender which is replaced be required to pay or surrender to the replacement Lender any of the fees received by it pursuant to the Finance Documents.

Other than in the above circumstances (where the prepayment is to be made to the relevant Lender and not on a pro rata basis), prepayments will be applied pro rata against the Facility A Loan and the Facility B Loan.

Amount of prepayments

Any repayment or prepayment is subject to payment of accrued but unpaid interest, any applicable Break Costs, any applicable Prepayment Fees (if any) and payment of any other Secured Liabilities which become due and payable as a result of the prepayment or repayment.

Effect of prepayments on a Whole Loan

No Borrower may re-borrow all or any part of the Whole Loan which is prepaid and no amount of the total commitments cancelled under the Facility Agreement may be subsequently reinstated.

Fees and Prepayment Fees

(a) *Loan Facility Agent's fee*

The Company shall pay (or procure is paid) to the Loan Facility Agent (for its own account) an agency fee in the amount and in the manner agreed with the Loan Facility Agent.

(b) *Loan Security Agent's fee*

The Company shall pay (or procure is paid) to the Loan Security Agent (for its own account) a security agency fee in the amount and in the manner agreed with the Loan Security Agent.

(c) *Prepayment Fees*

On the date of any prepayment of all or any part of the Whole Loan made under the voluntary prepayment provisions, the change of control provisions or the mandatory prepayment provisions due to a Permitted Property Disposal, the Company must pay to the Loan Facility Agent a prepayment fee in an amount equal to 100 per cent. of the amount of the interest (excluding LIBOR) which would, had no prepayment taken place, have accrued on the amount of the Whole Loan so prepaid from the date of such prepayment until (but excluding) the Loan Interest Period Date falling in May 2016, provided that no prepayment fee shall be payable in respect of an Excluded Prepayment (the **Prepayment Fees**).

Excluded Prepayment means any prepayment:

(i) made pursuant to the provisions of the Facility Agreement requiring the Loan Security Agent to apply amounts standing to the credit of the Equity Cure Account in prepayment of the Whole Loan if on a Loan Payment Date the Obligors are not in compliance with the LTV Ratio or the Projected ICR, only in respect of the minimum amount (as at the date of deposit of such amount into the Equity Cure Account) necessary to ensure that the ratios would have been met;

(ii) made pursuant to the equity cure provisions of the Facility Agreement permitting the Company to make a prepayment of the Whole Loan in order to cure a breach of the LTV Ratio or the Projected ICR, only in respect of the minimum amount (as at the date of deposit of such amount into the Equity Cure Account) necessary to ensure that the ratios would have been met;

(iii) by application of any amounts standing to the credit of a Cash Trap Account;

(iv) made in accordance with the provisions of the Facility Agreement permitting the Company to replace Lenders in certain limited circumstances (other than a prepayment of a Non-Consenting Lender whose participations in the Whole Loan constitute more than 20 per cent. of the aggregate outstanding principal amount of the Whole Loan); or

(v) made in accordance with the voluntary prepayment provisions of the Facility Agreement in respect of the Whole Loan to a Borrower in the minimum amount necessary to prevent a Loan

Event of Default arising in relation to Property owned by that Borrower under the compulsory purchase Loan Event of Default (as described under paragraph (n) of the section headed "*Loan Events of Default*") or the major damage Loan Event of Default (as described under paragraph (o) of the section headed "*Loan Events of Default*").

Tax gross up and indemnities

Subject to certain conditions, if a Tax Deduction is required by law to be made by a Obligor, the amount of the payment due from such Obligor must be increased by an amount (after making any Tax Deduction) that leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

Subject to certain conditions as set out in the Facility Agreement, the Obligors must pay to a Finance Party an amount equal to the loss, liability, or cost which that Finance Party determines will be or has been (directly or indirectly) suffered for or on account of Loan Tax by it in respect of a payment received or receivable (or any payment deemed to be received or receivable) under a Finance Document. In certain circumstances amounts will also be payable by the Obligors in respect of stamp taxes and VAT.

Each party to the Facility Agreement may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no party to the Facility Agreement shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

FATCA Deduction means a deduction or withholding from a payment under a Finance Document required by FATCA.

Tax Deduction means a deduction or withholding for or on account of Loan Tax from a payment under a Finance Document other than a FATCA Deduction.

Bank accounts

Designation of Obligor Accounts

Each Borrower has opened and is required to maintain current accounts in its name designated as its Rental Income Account and its General Account.

Each Guarantor has opened and is required to maintain a current account in its name designated as its General Account.

In addition, Rhombus No.3 Limited, being an Obligor incorporated in England and Wales, has opened and is obliged to maintain current accounts in its name designated as the Prepayment Account, the Cash Trap Account and the Equity Cure Account.

The Company has opened and is required to maintain current accounts in its name designated as its Hedge Collateral Account.

No Obligor may, without the prior consent of the Loan Facility Agent, maintain any other bank account.

The Property Manager maintains a trust or client account for the benefit of each Borrower, designated a Collection Account, into which all Rental Income must be paid.

Account bank

Each Rental Income Account, the Prepayment Account, the Cash Trap Account, the Hedge Collateral Account and the Equity Cure Account must be held with a bank in London. Each General Account must be held in Luxembourg or, in the case of the JPUT, in Jersey.

Rental Income Account

The Loan Security Agent has sole signing rights in respect of the Rental Income Accounts.

Each Borrower must ensure that all Net Rental Income is transferred into the Rental Income Account promptly after such Rental Income is paid into the Collection Account. Each Obligor must ensure that all amounts payable to it under any Hedge Document are paid into the Rental Income Account.

On any day an amount is due under a Headlease, the Loan Security Agent may withdraw from the Rental Income Account any amount necessary to meet that due amount and apply that amount in payment of that due amount.

On each Loan Payment Date the Loan Security Agent must withdraw from the Rental Income Accounts and apply amounts standing to the credit of the Rental Income Accounts before 1.00pm on the day which is two Business Days before the Loan Payment Date in the following order:

(a) *first*, in or towards payment pro rata of any unpaid costs, fees and expenses then due and payable to the Loan Security Agent (including any receiver or delegate), the Loan Facility Agent and the Loan Mandated Lead Arranger under the Finance Documents;

(b) *secondly*, payment pro rata of any unpaid costs, fees and expenses then due and payable to the Finance Parties (other than the Loan Security Agent, any receiver or any delegate, the Loan Facility Agent and the Loan Mandated Lead Arranger) under the Finance Documents;

(c) *thirdly*, in or towards payment pro rata of all accrued interest then due and payable to the Lenders under the Finance Documents;

(d) *fourthly*, only if a Cash Trap Event has occurred on that Loan Payment Date, an amount up to the lower of:

(i) the balance of the Rental Income Account after the satisfaction of the items set out in paragraphs (a) to (c) above less any Excess Rental Income; and

(ii) the amount of:

(A) management fees (other than management fees which are recoverable from Service Charge Proceeds) up to £3,300,000 in aggregate in any Financial Year;

(B) various "corporate expenses" (as set out in detail in the Facility Agreement) up to £1,900,000 in aggregate in any Financial Year;

(C) capital expenditure in respect of Permitted Capex Projects (other than any Recoverable Service Charge Project or any Capex Project required to be undertaken or permitted to be undertaken by a tenant at that tenant's cost under the terms of any Lease) up to £2,000,000 in aggregate in any Financial Year; and

(D) Taxes, leasing commissions, letting agent costs and tenant improvements,

in each case, then due and payable, or projected to be due and payable, by an Obligor in the period starting on that Loan Payment Date and ending on the next consecutive Loan Payment Date, shall be paid into a Borrower's General Account;

(e) *fifthly*, if a Cash Trap Event has occurred on that Loan Payment Date, any surplus (excluding any Excess Rental Income) shall be paid into the Cash Trap Account (each a **Cash Trap Amount**); and

(f) *sixthly*, any surplus (excluding any Excess Rental Income) shall be paid into the relevant Borrower's General Account.

Prepayment Account

The Loan Security Agent has sole signing rights in respect of the account designated as the "prepayment account" required to be opened and maintained by an Obligor pursuant to the Facility Agreement (a **Prepayment Account**).

Each Obligor will ensure that:

(a) any Permitted Property Disposal Prepayment Proceeds received by it;

(b) any insurance proceeds (other than in respect of operating losses, loss of rent or such proceeds paid directly to the Loan Facility Agent or the Loan Security Agent or to be applied in reinstatement) received by it;

(c) the net proceeds of any claim against a report provider received by it; and

(d) any expropriation proceeds received by it up to the Release Price of the relevant Property,

are promptly paid directly into the Prepayment Account.

Provided that no Loan Event of Default is continuing, on the relevant Loan Payment Date and on each date on which a prepayment is to be made pursuant to the mandatory prepayment provisions of the Facility Agreement, the Loan Security Agent shall withdraw from the Prepayment Account all amounts standing to the credit of the Prepayment Account for application in the following order:

(a) *firstly*, payment pro rata of any unpaid costs, fees and expenses due to the Loan Security Agent (including any due to any receiver or delegate), the Loan Facility Agent and the Loan Mandated Lead Arranger under the Finance Documents;

(b) *secondly*, payment pro rata of any unpaid costs, fees and expenses due to the Finance Parties (other than the Loan Security Agent, any receiver or any delegate, the Loan Facility Agent and the Loan Mandated Lead Arranger) under the Finance Documents;

(c) *thirdly*, in prepayment of the Whole Loan provided that all accrued interest, break costs and other amounts payable in connection with such prepayment shall be payable from the amount withdrawn from the Prepayment Account and deducted from the principal amount prepaid;

(d) *fourthly*, in payment of any other Secured Liabilities then due and payable; and

(e) *fifthly*, in payment of any surplus to a Borrower's General Account.

Cash Trap Account

The Loan Security Agent shall have sole signing rights to the account designated as the "cash trap account" required to be opened and maintained by an Obligor pursuant to the Facility Agreement (a **Cash Trap Account**).

Payments will be made to the Cash Trap Account from the Rental Income Accounts in accordance with the waterfall if a Cash Trap Event has occurred on a Loan Payment Date, as described above under the section headed "*Rental Income Account*".

Provided that no Loan Event of Default is continuing, if on any two consecutive Loan Payment Dates after payment of a Cash Trap Amount (the **Release Cash Trap Amount**) into the Cash Trap Account, no Cash Trap Event occurs, the Loan Security Agent shall on the second of such consecutive Loan Payment Dates withdraw an amount equal to the Release Cash Trap Amount from the amount standing to the credit of the Cash Trap Account and transfer that amount to the Company's General Account.

If on any two consecutive Loan Payment Dates after payment of a Cash Trap Amount into the Cash Trap Account, a Cash Trap Event occurs the Loan Security Agent shall on the second of such consecutive Loan Payment Dates withdraw an amount equal to the lower of the balance on the account and the amount of the Whole Loan required to be prepaid in order to ensure that on that Loan Payment Date no Cash Trap Event occurs (the **Cash Trap Remedy Amount**) from the Cash Trap Account and apply such amount in prepayment of the Whole Loan and the payment of all accrued interest, breakage costs and other amounts payable in connection with such prepayment.

If, on the Loan Payment Date immediately following prepayment of a Cash Trap Remedy Amount, no Cash Trap Event has occurred, the Loan Security Agent shall withdraw any monies standing to the credit of the Cash Trap Account and transfer that amount to the Company's General Account.

The Company may at any time elect that all or any part of any amounts standing to the credit of the Cash Trap Account are applied in prepayment of the Whole Loan.

Equity Cure Account

The Loan Security Agent shall have sole signing rights to the account designated as the "equity cure account" which is required to be opened and maintained by an Obligor pursuant to the Facility Agreement (an **Equity Cure Account**).

Provided that no Loan Event of Default is continuing, if on a Loan Payment Date the Obligors are in compliance with the LTV Ratio and the Projected ICR (ignoring the balance on the Equity Cure Account and any amount to be transferred out of the Cash Trap Account on that Loan Payment Date), the Loan Security Agent shall withdraw all amounts standing to the credit of the Equity Cure Account and transfer such amounts to the Company's General Account.

If on a Loan Payment Date the Obligors are not in compliance with the LTV Ratio or the Projected ICR (ignoring the balance on the Equity Cure Account), the Loan Security Agent shall withdraw all amounts standing to the credit of the Equity Cure Account and apply such amounts in voluntary prepayment of the Whole Loan and the payment of all accrued interest, breakage costs and other amounts payable in connection with such voluntary prepayment.

The Company may at any time elect that all or part of any amounts standing to the credit of the Equity Cure Account are applied in voluntary prepayment of the Whole Loan.

If the LTV Ratio is not satisfied on an LTV Ratio Test Date, the Company may within 20 Business Days, procure the prepayment of the Whole Loan or the deposit of an amount in the Equity Cure Account at least sufficient to ensure that, when taking into account such prepayment or deposit in the calculation of the LTV Ratio, the LTV Ratio would be met.

If the Projected ICR is not satisfied on a Loan Payment Date, the Company may within 20 Business Days, procure the prepayment of the Whole Loan or the deposit of an amount into the Equity Cure Account at least sufficient to ensure that, if such amount had been prepaid on the first day of the Relevant Period commencing on the Financial Quarter Date falling immediately prior to that Loan Payment Date, the Projected ICR would have been met.

The equity cure rights may not be exercised in respect of more than two consecutive Loan Payment Dates and may only be exercised in respect of a maximum of four covenant breaches in aggregate.

Except as described above, no amount may be deposited into the Equity Cure Account without the prior written consent of the Majority Lenders.

General Accounts

Except when a Loan Event of Default is continuing, each Obligor has sole signing rights to its account designates as the "general account" which is required to be opened and maintained by an Obligor pursuant to the Facility Agreement (a **General Account**).

Except when a Loan Event of Default is continuing, an Obligor may withdraw any amount from its General Account for any purpose in compliance with the Finance Documents, including the making of Permitted Distributions.

Each Obligor shall procure that any amount transferred to its General Account in the waterfall applied to the Rental Income Accounts to pay capital expenditure is only applied for that purpose.

Hedge Collateral Account

The Company shall have sole signing rights to the account designated as the "hedge collateral account" opened by it, which is required to be opened and maintained by it for the receipt of collateral transferred pursuant to a Hedge Document, pursuant to the Facility Agreement (the **Hedge Collateral Account**).

The Company shall ensure that any collateral posted by a Hedge Counterparty under a Hedge Document is posted directly into the Hedge Collateral Account.

Except where a Loan Event of Default is continuing, the Company may withdraw and apply any amounts or securities standing to the credit of the Hedge Collateral Account that have been posted by a Hedge Counterparty:

(a) in or towards payment or delivery to that Hedge Counterparty of any amounts or securities that are payable or deliverable to that Hedge Counterparty in accordance with the terms of the relevant Hedge Document; or

(b) in transfer to the Rental Income Account of any amounts or securities (or the cash proceeds of sale of any securities) that are payable or deliverable to the Company in accordance with the terms of the relevant Hedge Document.

No withdrawal may be made by the Company from a Hedge Collateral Account without the prior written consent of the Loan Security Agent (acting on the instructions of the Majority Lenders) if a Loan Event of Default is continuing or would occur as a result of that withdrawal, provided that an Obligor shall be permitted to withdraw or release funds from the Hedge Collateral Account to make a payment or delivery to the Hedge Counterparty of amounts or deliverables that are payable or deliverable to that Hedge Counterparty in accordance with the terms of the relevant Hedge Document.

Guarantee and indemnity

Each Guarantor has irrevocably and unconditionally, on a joint and several basis:

(a) guaranteed to each Finance Party the punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents;

(b) undertaken that, if any Obligor does not pay any amount when due in connection with a Finance Document it will immediately on demand pay that amount as if it were the principal obligor; and

(c) agreed to indemnify each Finance Party, as an independent and primary obligation, if any guaranteed obligation becomes unenforceable, invalid or illegal.

Limitations: Jersey or Guernsey Obligors

Each Obligor incorporated or established in either Jersey or Guernsey waives any right it may have (whether by virtue of the *droit de discussion* or *droit de division* or otherwise) to require:

(a) that any Finance Party, before enforcing this guarantee, takes any action, exercises any recourse or seeks a declaration of bankruptcy against any other Obligor or any other person, makes any claim in a bankruptcy, liquidation, administration or insolvency of any other Obligor or any other person or enforces or seeks to enforce any other right, claim, remedy or recourse against any other Obligor or any other person; or

(b) that any Finance Party, in order to preserve any of its rights against a Guarantor, joins a Guarantor as a party to any proceedings against any Obligor or any Obligor as a party to any proceedings against a Guarantor or takes any other procedural steps; or

(c) that any Finance Party divides the liability of a Guarantor under this guarantee with any other person.

Limitations: Luxembourg Obligors

Notwithstanding the above, the aggregate obligations and liabilities of any Guarantor incorporated in Luxembourg under the Loan Facility Agreement for the obligations of any other Guarantor which is not a Subsidiary of the relevant Guarantor, shall be limited at any time to a maximum amount not exceeding ninety-five per cent. (95 per cent.) of the sum of such Guarantor's "*capitaux propres*" (as referred to in article 34 A of the Luxembourg law dated 19 December 2002 concerning the register of commerce and companies and the accounting and annual accounts of undertakings as amended) and such Guarantor's debt which is subordinated in right of payment (whether generally of specifically) to any claim of any Finance Party under any of the Finance Documents, as determined on the basis of the then latest available annual accounts of such Guarantor duly established in accordance with applicable accounting rules, as at the date on which the guarantee under the Loan Facility Agreement is called. This limitation shall not apply to any amounts borrowed under any Finance

Document and in each case made available, in any form whatsoever, to such Guarantor or any Subsidiary of such Guarantor and for the avoidance of doubt, any Loan Security Documents.

Hedging

Under the terms of the Facility Agreement, the Obligors have entered into hedging arrangements (which comply with the Required Hedging Conditions) which have (i) an aggregate notional amount resulting in the Hedging Notional Requirement being met; and (ii) a term expiring no earlier than the Initial Loan Repayment Date.

On or prior to the date falling 3 Business Days prior to the Loan Payment Date falling immediately prior to the Initial Loan Repayment Date, the Obligors must ensure that hedging arrangements are in place which have (i) an aggregate notional amount resulting in the Hedging Notional Requirement being met; and (ii) a term expiring on or after the First Extended Loan Repayment Date.

On or prior to the date falling 3 Business Days prior to the Loan Payment Date falling immediately prior to the First Extended Loan Repayment Date, the Obligors must ensure hedging arrangements are in place which have (i) an aggregate notional amount resulting in the Hedging Notional Requirement being met; and (ii) a term expiring on or after the Second Extended Loan Repayment Date.

See "*Description of the Loan Hedging Agreement*" for further information.

Representations and warranties

The following representations and warranties were given by each Obligor, other than paragraphs (j)(i), (ii) and (iii) below (where such representations and warranties are given on the date of the information referred to paragraphs (j)(i), (ii) and (iii) and paragraph (k)(ii) below is provided), on each of the date of the Facility Agreement, on the date of the notice (substantially in the form set out in the Facility Agreement) requesting a loan and the Utilisation Date:

(a) *Status*: (i) it is duly incorporated or created and validly existing under the law of its jurisdiction of incorporation or formation; and (ii) it has the power to own its assets and carry on its business as it is being conducted.

(b) *Binding obligations*: subject to the Loan Legal Reservations and the Perfection Requirements, the obligations assumed by it in each Facility Transaction Document to which it is party are legal valid and binding obligations, each Loan Security Document to which it is a party creates the security interests which that Loan Security Document purports to create and those security interests are valid and effective, and on and from the Utilisation Date the Loan Security has first ranking priority (or subsequent ranking priority insofar as the prior ranking priority Security is conferred under another Loan Security Document) and is not subject to any prior ranking or *pari passu* ranking Security (other than under another Loan Security Document) other than Permitted Security.

Loan Legal Reservations means:

(a) the principle that equitable or discretionary remedies (or remedies that are similar to equitable remedies in any Relevant Jurisdiction) may be granted or refused at the discretion of a court, the limitation of enforcement by laws relating to insolvency, reorganisation, liquidation, bankruptcy, moratoria, administration, court schemes and other laws generally affecting the rights of creditors and similar principles, rights, defences and limitations under the laws of any applicable jurisdiction;

(b) the time barring of claims under any applicable limitation laws, the possibility that a court may strike out provisions of a contract as being invalid for reasons of oppression, undue influence or similar reasons, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void, defences of set off or counterclaim and similar principles, rights, defences and limitations under the laws of any applicable jurisdiction; and

(c) any other general principles, reservations or qualifications, in each case, as to matters of law in any legal opinion delivered under or in connection with the Finance Documents.

Perfection Requirements means: (a) the delivery of all certificates of title to securities which are the subject of Loan Security to the Loan Security Agent, together with signed but otherwise undated transfer forms and notices and acknowledgements duly executed in the form required pursuant to each Loan Security Document; and (b) the making or the procuring of registrations, filings, endorsements, notarizations, translations, stampings, notifications, acknowledgements and/or acceptances of the Finance Documents (and/or the Security created thereunder) necessary for the validity, enforceability (as against the relevant Obligor as well as any third party) and/or perfection thereof.

Permitted Security means:

(i) any Security which is discharged on the Utilisation Date;

(ii) any easement or other agreement or arrangement having similar effect which is granted in connection with a permitted letting activity, provided that it does not confer rights of occupation, does not adversely affect the value or saleability of the relevant Property and is terminated at the end of the term of the lease which is the subject of the permitted letting activity;

(iii) any encumbrance, easement or other agreement or arrangement having similar effect which exists on the Utilisation Date and is disclosed in a due diligence report provided in connection with the Facility Agreement (each, a **Report**);

(iv) any Security arising under the Finance Documents;

(v) any Security arising by operation of law and in the ordinary course of business and not as a result of any default or omission by any member of the Borrower Group provided that it is discharged within 60 days of coming into existence;

(vi) any Security arising by operation of law and in respect of Loan Taxes being contested in good faith or required to be created in favour of any Loan Tax or other government authority in order to appeal or otherwise challenge Loan Tax assessments and/or claims in good faith;

(vii) any netting or set off arrangement under the Hedge Documents;

(viii) any netting or set off arrangement entered into by any Obligor in the ordinary course of its banking arrangements allowing a Borrower Account Bank to deduct its fees and transaction costs from the account balance;

(ix) any Security arising under any retention of title arrangements, any hire purchase or conditional sale arrangement or arrangements having similar effect in each case, in respect of goods supplied to a Obligor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by a Obligor provided that such Security is discharged within 60 days of coming into existence; and

(x) any Security arising by operation of Luxembourg law in favour of tax and other public authorities.

(c) *Non-conflict*: the entry into, delivery by it of, the exercise or its rights under and the performance of its obligations under the Facility Transaction Documents and the transactions contemplated thereby, and the grant of the Loan Security do not and will not conflict:

(i) in any material respect with any law or regulation applicable to it;

(ii) with its constitutional documents or any agreement or instrument binding upon it; or

(iii) with any member of the Borrower Group's assets or constitute a default or termination event (however described) under any such agreement or instrument in each case to an extent which would have a Material Adverse Effect.

Facility Transaction Documents means (a) each Finance Document; (b) each Property Management Agreement; (c) the Headleases; (d) each Hedge Document; (e) each Occupational Lease; (f) each

agreement to grant an Occupational Lease of all or part of a Property and (g) any other document designated as such by the Loan Facility Agent and the Company.

(d) *Power and authority*: it has the power, capacity and authority to enter into, deliver, exercise its rights and perform its obligations under the Facility Transaction Documents to which it is or will be a party and transactions contemplated by those Facility Transaction Documents and it has taken all necessary action under its constitutional documents to duly authorise its entry into, the delivery by it of, the exercise of its rights under and the performance of its obligations under the Facility Transaction Documents to which it is or will be a party and the transactions contemplated by those Facility Transaction Documents.

(e) *Validity and admissibility in evidence*: subject to the Loan Legal Reservations, all authorisations required in its Relevant Jurisdiction:

(i) to enable it lawfully to enter into, deliver, exercise its rights and perform its obligations in each of the Facility Transaction Documents to which it is or will be a party and the transactions contemplated thereby; and

(ii) at the time that evidence is required to be submitted to make the Facility Transaction Documents to which it is or will be a party admissible in evidence in its Relevant Jurisdiction and in the courts of any relevant jurisdiction to which the parties to such Transaction Document have submitted,

have been obtained or effected and are in full force and effect other than any Perfection Requirements. All authorisations necessary for the conduct of the business, trade and ordinary activities of all members of the Borrower Group have been obtained or effected and are in full force and effect other than to the extent failure to obtain or effect those authorisations would not have a Material Adverse Effect. No Obligor is in breach of any law or regulation in a manner or to an extent which would have a Material Adverse Effect.

Relevant Jurisdiction means, in relation to a Obligor or Subordinated Creditor: (a) its jurisdiction of incorporation or formation; (b) the jurisdiction of its Centre of Main Interests; (c) any jurisdiction where any asset subject to or intended to be subject to the Loan Security to be created by it is situated; (d) any jurisdiction where it conducts its business; and (e) the jurisdiction whose laws govern the perfection of any of the Loan Security Documents entered into by it.

(f) *Governing law and enforcement*: subject to the Loan Legal Reservations and Perfection Requirements: (i) the choice of the applicable law as the governing law of each Facility Transaction Document to which it is a party (as set out in each Facility Transaction Document) will be recognised and enforced in its Relevant Jurisdiction; and (ii) any judgment obtained in relation to any Facility Transaction Document in the jurisdiction of the governing law of that Facility Transaction Document is recognised and enforced in its Relevant Jurisdiction.

(g) *Deduction of Tax*: it is not required to make any Tax Deduction (other than any Tax Deduction that is required to be made pursuant to the EU Savings Directive (or any law or regulation implementing the EU Savings Directive)) from any payment it may make under any Finance Document to a Lender which is a Qualifying Lender.

Qualifying Lender means:

(i) in respect of Tax Deductions imposed by the United Kingdom, a UK Qualifying Lender;

(ii) in respect of a Tax Deduction imposed by any other Borrower Jurisdiction, any Lender:

(A) to which any payment of interest under the Whole Loan can be made without a Tax Deduction being imposed by law in that Borrower Jurisdiction; or

(B) which is a Treaty Lender for that Borrower Jurisdiction.

Borrower Jurisdiction means:

(i) in respect of each Borrower incorporated in Luxembourg, Luxembourg and the United Kingdom;

(ii) in respect of each Borrower incorporated in Jersey, Jersey and the United Kingdom; and

(iii) in respect of each Borrower incorporated in the United Kingdom, the United Kingdom.

Treaty Lender means, for a Borrower Jurisdiction, a Lender which:

(i) is:

(A) resident for Loan Tax purposes in a country which has a double taxation treaty in force with that Borrower Jurisdiction which makes provision for full exemption from Loan Tax imposed on the interest payments deriving from that Borrower Jurisdiction; and

(B) entitled to the benefit of such double taxation treaty and consequently such full exemption from Loan Tax (subject to completion of the necessary procedural formalities) (except that for this purpose it shall be assumed that any condition which relates expressly or by implication) to there being (or not being) a special relationship between any Obligor and a Lender is satisfied); and

(ii) does:

(A) not carry on business in that Borrower Jurisdiction through a permanent establishment; and

(B) not act from an office or offices in that Borrower Jurisdiction,

in each case, with which that Lender's participation in the Whole Loan is effectively connected.

A **UK Qualifying Lender** means:

(i) a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and is:

(A) a Lender:

(1) which is a bank (as defined for the purpose of section 879 of the United Kingdom Income Tax Act 2007 (the **ITA**) making an advance under a Finance Document and is within the charge to UK corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payments apart from section 18A of the Corporation Tax Act 2009 (the **CTA**); or

(2) in respect of an advance made under a Finance Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made and which is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance; or

(B) a Lender which is:

(1) a company resident in the United Kingdom for United Kingdom tax purposes;

(2) a partnership each member of which is:

(a) a company so resident in the United Kingdom; or

(b) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or

(3) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company;

(ii) a Lender which is a building society (as defined for the purpose of section 880 of the ITA) making an advance under a Finance Document; or

(iii) a **UK Treaty Lender** which is a Lender which:

(A) is:

(1) resident for Loan Tax purposes in a country which has a double taxation treaty in force with the United Kingdom which makes provision for full exemption from Loan Tax imposed by the United Kingdom on the interest payments; and

(2) entitled to the benefit of such double taxation treaty and consequently such full exemption from Loan Tax (subject to the completion of any necessary procedural formalities), (except that for this purpose it shall be assumed that any condition which relates expressly or by implication) to there being (or not being) a special relationship between any Obligor and a Lender is satisfied); and

(B) does:

(1) not carry on business in the United Kingdom through a permanent establishment; and

(2) not act from an office or offices in the United Kingdom,

in each case, with which that Lender's participation in the Whole Loan is effectively connected.

(h) *No filing or stamp taxes*: under the laws of its Relevant Jurisdiction(s) it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar taxes or fees be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents other than in connection with any Perfection Requirement.

(i) *No default*: (a) no Loan Event of Default or Potential Loan Event of Default is continuing on the date of the Facility Agreement; (b) no event or circumstance is outstanding which constitutes a breach of or default under any other agreement or instrument which is binding on it or any of its subsidiaries or to which its (or any of its subsidiaries') assets are subject which would have a Material Adverse Effect.

(j) *No misleading information*:

(i) all written material factual information supplied by it or on its behalf to any Finance Party in connection with the Facility Transaction Documents, the Loan Valuer for the purposes of the most recent Loan Valuation, and/or any report provider in connection with the preparation of any Report is, so far as it is aware (having made due enquiry appropriate and consistent for entities of a similar nature to the Obligors acting on transactions similar to those contemplated by the Facility Transaction Documents), true, complete and accurate in all material respects as

at its date or (if appropriate) as at the date (if any) at which it is stated to be given and is not misleading in any material respect;

(ii) any financial projections contained in the information referred to in paragraph (i) above have been prepared as at their date, on the basis of recent historical information and assumptions believed by it to be fair and reasonable at such time (having made due consideration appropriate and consistent for entities of a similar nature to the Obligors acting on transactions similar to those contemplated by the Facility Transaction Documents) provided that each Finance Party acknowledges that such financial projections are based on assumptions and subject to significant uncertainties and contingencies and no assurance can be given that such projections will be realised;

(iii) it has not omitted to supply any information which, if disclosed, would make any of the information referred to in (i) above untrue or misleading in any material respect;

(iv) nothing has occurred since the date of the provision of the information referred to in paragraph (i) above which renders that information untrue or misleading in any material respect; and

(v) all written material factual information supplied by it or on its behalf to any Finance Party in connection with the most recent quarterly management report is, so far as it is aware, true, complete and accurate in all material respects as at its date or (if appropriate) as at the date (if any) at which it is stated to be given and is not misleading in any material respect.

(k) *Financial statements*:

(i) each of Diamond Mezzco S.à r.l., Rhombus Mezzco S.à r.l. and Teal Mezzco S.à r.l.'s audited consolidated accounts of it and its Subsidiaries (as at the date of the preparation of the accounts) for the year ended 31 December 2014 have been prepared in accordance with international financial reporting standards or the accounting standards generally accepted in the jurisdiction of incorporation of the Obligor (the **Accounting Principles**); and give a true and fair view of the financial condition of the Borrower Group or, as applicable, the relevant Obligors as at the end of, and consolidated results of operational for, the period to which they relate; and

(ii) the financial statements most recently delivered to the Loan Facility Agent have been prepared in accordance with the Accounting Principles; and give a true and fair view of (if audited) or fairly present (if unaudited and subject to customary year-end adjustments and to the extent reasonably expected of financial statements not subject to audit procedures) the financial condition of the Borrower Group or, as applicable, the relevant Obligor as at the end of, and consolidated results of operations for, the period to which they relate.

(l) *No proceedings pending or threatened*: no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency are current or, to the best of its knowledge (having made due enquiry appropriate and consistent for entities of a similar nature to the Obligors acting on transactions similar to those contemplated by the Facility Transaction Documents), pending against it or any of its subsidiaries which if adversely determined would have a Material Adverse Effect.

(m) *Environmental laws*: it is in compliance with its undertakings in relation to environmental matters and, to the best of its knowledge (having made due and careful enquiry), no circumstances have occurred which would prevent that performance or observation where failure to do so would have a Material Adverse Effect; and no any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law (an **Environmental Claim**) is current or, to the best of its knowledge (having made due and careful enquiry), pending or threatened against it which if adversely determined would have a Material Adverse Effect.

Environmental Law means any applicable law or regulation which relates to: (i) the pollution or protection of the environment; (ii) the conditions of the workplace; or (iii) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the environment, including, without limitation, any waste.

(n) *Taxation*:

(i) except as disclosed in a Report, it has paid and discharged all material Loan Taxes imposed on it or its assets within the time period allowed without incurring interest or penalties (save to the extent that (i) payment is being contested in good faith, (ii) it has maintained adequate reserves for the payment of such Loan Taxes and (iii) payment can be lawfully withheld);

(ii) there are no claims which are current or, to the best of its knowledge (having made due enquiry appropriate and consistent for entities of a similar nature to the Obligors acting on transactions similar to those contemplated by the Facility Transaction Documents), pending against it with respect to Loan Taxes which if adversely determined would have a Material Adverse Effect;

(iii) except as disclosed in a Report, it is not materially overdue in the filing of any Loan Tax returns (including any land transaction return);

(iv) except as disclosed in a Report, no tenant under any Occupational Lease is required under any law to make any Tax Deduction for or on account of UK income tax from any Rental Income;

(v) except as disclosed in a Report, no Property Manager is required under any law to make any deduction or withholding for or on account of UK income tax from any Rental Income;

(vi) it is and has at all times been solely resident for Loan Tax purposes in the jurisdiction of its incorporation;

(vii) no Obligor is, or has ever been, treated as a member of a VAT Group;

VAT Group means a group (or fiscal unity) for the purposes of VAT;

(viii) no Obligor (other than an Obligor incorporated in the United Kingdom) has, nor has it ever had, a permanent establishment in the United Kingdom other than a property rental business in the United Kingdom carried on by any Borrower;

(ix) each Borrower has always held each Property as an investment asset and not as trading stock;

(x) Pavilion Property Trustees Limited and Pavilion Trustees Limited are registered for VAT in the United Kingdom on behalf of the JPUT;

(xi) Pavilion Property Trustees Limited and Pavilion Trustees Limited have exercised a valid and effective option to tax pursuant to Part 1 of Schedule 10 to VATA in relation to New Look, Lymedale on behalf of the JPUT;

(xii) each of the New Teal PropCos has provided written notification to the relevant Teal PropCo stating that Article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 (SI 1995/1268) does not apply;

(xiii) since the date of the acquisition of the Units by the Unitholders, the JPUT is and has at all times been treated as a transparent Baker Trust in respect of income for United Kingdom tax purposes as described in the case of Archer-Shee v Baker (HM Inspector of Taxes) [1927] A.C. 844; and

(xiv) other than an Obligor incorporated in the United Kingdom, it does not maintain its share register in the United Kingdom or pair any of its shares with United Kingdom shares.

(o) *Financial Indebtedness*: No member of the Borrower Group has any Financial Indebtedness outstanding other than as permitted by the Facility Agreement.

Financial Indebtedness means any indebtedness for or in respect of:

(i) monies borrowed or raised and debit balances at banks or other financial institutions;

(ii) any amount raised by acceptance under any acceptance credit facility or by a bill discounting or factoring credit facility (or dematerialised equivalent);

(iii) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(iv) the amount of any liability in respect of any lease or hire purchase contract or other agreement which would, in accordance with the Accounting Principles, be treated as a finance or capital lease;

(v) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(vi) any Treasury Transaction (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) at the time of calculation shall be taken into account);

(vii) any counter indemnity obligation in respect of a guarantee, indemnity, bond, stand-by or documentary letter of credit or any other instrument issued by a bank or financial institution;

(viii) any amount raised by the issue of redeemable shares;

(ix) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 180 days past the period customarily allowed by the relevant supplier to its customers generally for deferred payment;

(x) any arrangement pursuant to which an asset sold or otherwise disposed of by an Obligor may be re-acquired by an Obligor (whether following the exercise of an option or otherwise);

(xi) any amount raised under any other transaction (including any forward sale or purchase agreement sale and sale back or sale and leaseback agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing; and

(xii) (without double counting) the amount of any liability in respect of any guarantee or indemnity or similar assurance against loss for any of the items referred to in the preceding paragraphs of this definition and any agreement to maintain the solvency of any person whether by investing in, lending to or purchasing the assets of such person.

(p) *Good title to property*:

(i) except as disclosed in any Report, on and from the Utilisation Date:

(A) each Borrower is the sole legal and beneficial owner of the Property and in relation to which it is specified to be the registered proprietor in Schedule 2 to the Facility Agreement and has good and marketable title to that Property, in each case free from any Security (other than any Permitted Security);

(B) each Borrower is the legal and beneficial owner of, and has good and marketable title to each of its assets (other than any Property) which are expressed to be the subject of the Loan Security, in each case, free from any Security (other than any Permitted Security);

(C) (other than any such licence, consent or authorisation solely required under applicable law in respect of the use of a Property by a tenant) in respect of the Property owned by it, the Borrower has the benefit of all licences, consents and authorisations, in each case required under all applicable law in connection with that Borrower's ownership and use of that Property and they are in full force and effect and no breach of any law, regulation or covenant is outstanding which would have a material adverse effect on the value, saleability or use of that Property;

(D) there is no covenant, easement, agreement, reservation, restriction, condition or other matter which adversely affects any Property;

(E) no Property is subject to any overriding interest or an unregistered interest which overrides first registration or registered dispositions;

(F) no facility necessary for the enjoyment and use of any Property is enjoyed by that Property on terms entitling any person to terminate or curtail its use;

(G) each Property is free and clear of material damage and structural defects which would have a material adverse effect on the value of that Property;

(H) no Property is subject to or at risk of flooding or subsidence which would have a material adverse effect on the value of that Property;

(I) each Borrower has complied in all material respects with planning laws to which it or any Property owned by it may be subject and with any condition, agreement or undertaking to applicable planning permissions or otherwise relating to or affecting that Property, other than such matters which are the sole obligation of any tenant under any occupational lease and which do not bind any Obligor in any capacity;

(J) the Properties are held by the relevant Borrowers free from any lease (other than any lease that has been entered into prior to the date of or otherwise in accordance with the terms of the Facility Agreement); and

(K) no Borrower has received any notice of any adverse claim by any person in respect of the ownership of any Property or any interest in it which if adversely determined would have a Material Adverse Effect nor has any acknowledgement been given to any such person in respect of any Property; and

(ii) all deeds and documents necessary to show good and marketable title to the Borrower's interests in the Property will from the Utilisation Date be:

(A) in possession of the Loan Security Agent; or

(B) held at the applicable land registry to the order of the Loan Security Agent; or

(C) held to the order of the Loan Security Agent by a firm of solicitors approved by the Loan Security Agent for that purpose.

(q) *Ranking*: its payment obligations under the Finance Documents to which it is a party rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors other than those creditors whose claims are preferred by any bankruptcy, insolvency, liquidation or other similar laws of general application.

(r) *Centre of main interests*: (i) its Centre of Main Interests is situated in its jurisdiction of incorporation; and (ii) it has no establishment in any jurisdiction other than its jurisdiction of incorporation.

(s) *No other business*: no Obligor has traded or carried on any business since the date of its incorporation except for entering into the Facility Transaction Documents and effecting the transactions contemplated thereby and the acquisition, ownership, management, financing, development and leasing of its interests in the Properties and any activities directly related thereto; and in the case of an Obligor that is a Holding Company, effecting transactions in the administration and business of being a Holding Company and the ownership of subsidiaries.

(t) *Pensions and employees*: (i) No Obligor has or has at any time had any employees; and (ii) no Obligor has any obligation in respect of any retirement benefit or occupational pension scheme.

(u) *Security*:

(i) no Security exists over all or any of the present or future assets of the Obligors expressed to be the subject of the Loan Security except Permitted Security;

(ii) all of the shares in any Obligor which are expressed to be subject to the Loan Security have been duly issued, are fully paid and are not subject to any option to purchase or similar rights and constitute all of the issued shares in that Obligor;

(iii) the constitutional documents of any Obligor the shares in which are expressed to be subject to Loan Security do not restrict or inhibit any transfer of those shares on creation or would not restrict or inhibit any transfer of those shares on enforcement of the Loan Security and do not restrict or inhibit the voting rights attached to any such shares on or after the occurrence of a Loan Event of Default which is continuing; and

(iv) subject to any rights of a Borrower Account Bank (except to the extent waived pursuant to the relevant acknowledgement of Loan Security) there is no restriction or prohibition applicable to any of the Control Accounts or any part thereof which may restrict or prohibit, and there is no consent required for, any transfer or assignment by way of security or otherwise of any Control Account or any part thereof (including, without limitation, under or pursuant to the Loan Security Documents) and without prejudice to the foregoing there is no resolution, mandate, agreement or arrangement which could restrict or prohibit any transfer or assignment by way of security or otherwise of the Control Accounts or any part thereof (including, without limitation, under or pursuant to the Loan Security Documents).

(v) *Trustee, JPUT and Units*:

(i) each Trustee has the power to own the Unit Trust Fund in accordance with the Unit Trust Instrument and to carry on the business of the JPUT as it is being conducted in accordance with the Unit Trust Instrument and the Finance Documents;

(ii) each Trustee has been validly appointed as trustee of the JPUT and is either licensed pursuant to the Financial Services (Jersey) Law 1998 to carry on trust company business (as defined therein) or is exempted from such licensing;

(iii) the Unitholders have unanimously authorised and directed each Trustee to apply all income (as defined in the Unit Trust Instrument) in accordance with the terms of the Finance Documents;

(iv) the Unit Trust Instrument does not and could not restrict or inhibit any transfer of the Units in the JPUT on creation or enforcement of the Loan Security;

(v) the JPUT is duly established and validly constituted under the laws of Jersey and has at all times since its date of establishment continued to be a validly existing unit trust;

(vi) the JPUT is and always has been a unit trust scheme within the meaning of Section 237(1) of the Financial Services and Markets Act 2000; and

(vii) the Trustees are the only trustees of the JPUT.

JPUT means The Lymedale Park Unit Trust, a property unit trust established in accordance with Article 7(3) of the Trusts (Jersey) Law 1984.

Unit means an individual unit in the JPUT and includes fractions of a Unit.

Unit Trust Fund means all cash and other assets for the time being held by a Trustee under the terms of the Unit Trust Instrument.

Unit Trust Instrument means the trust instrument dated 22 February 2006 as amended by an instrument of retirement and appointment between State Street Custodial Services (Jersey) Limited and RREEF UK industrial Property (Holdings) Limited and Pavilion Property Trustees Limited and Pavilion Trustees Limited dated 29 October 2012 and as further amended by an Instrument of Variation dated 19 February 2013.

Unitholder means each of:

(A) Diamond Four S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg with its registered office at 2 – 4, rue Eugène Ruppert, L 2453, Luxembourg registered with the Register of Commerce and Companies in Luxembourg under number B168.974 and with a share capital of £15,000; and

(B) Diamond Six S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg with its registered office at 2 – 4, rue Eugène Ruppert, L 2453, Luxembourg registered with the Register of Commerce and Companies in Luxembourg under number B168.988 and with a share capital of £15,000.

(w) *Jersey Regulation*:

(i) each Trustee has obtained all consents required of it (if any) in respect of the JPUT pursuant to the Control of Borrowing (Jersey) Order 1958 and has at all times complied with all conditions attached to such consents;

(ii) no Trustee is required to hold a certificate pursuant to the Collective Investment Funds (Jersey) Law 1988 by reason of being a trustee of the JPUT or a nominee for the Trustee;

(iii) no Trustee is carrying on any unauthorised financial services business as defined in the Financial Services (Jersey) Law 1998; and

(iv) the JPUT (acting via its Trustee) does not intend to acquire capital by means of an offer to the public of Units in the JPUT, and no such offer to the public has been made by the Trustee or any trustee of the JPUT.

(x) *Ongoing Trust Matters*:

(i) each Trustee:

(A) has complied and continues to comply with the Unit Trust Instrument;

(B) is not in default of its duties or obligations (including its fiduciary duties and obligations) to the Unitholders under the Unit Trust Instrument and it is not guilty of any negligence, fraud or wilful misconduct for such duties and obligations under the Unit Trust Instrument;

(C) represents, in respect of the Unit Trust Fund, that:

(1) the Trustees are the only trustee and legal owner of that Unit Trust Fund;

(2) as far as it is aware, no person other than the Trustees has a legal interest in the Unit Trust Fund and no person other than the Finance Parties pursuant to the Finance Documents and the Unitholders have a beneficial interest in the Unit Trust Fund;

(D) represents that no Unitholder is in possession of, nor (save as provided by the relevant Unit Trust Instrument) has any right to possess, any part of the Unit Trust Fund;

(E) represents that no resolution has been passed or direction been given by the Unitholders or any Trustee for the winding up or termination of the JPUT or distribution of any part of the Unit Trust Fund; and

(F) represents that no resolution has been passed or direction or notice been given removing it as trustee of the JPUT.

(ii) the Unit Trust Instrument is in full force and effect; and

(iii) the JPUT is not required to be registered under the Banking Business (Jersey) Law 1991.

(y) *Sanctions*:

No Obligor or any of its respective Subsidiaries or any of its respective directors or officers or, to the relevant Obligor's best knowledge (after due and careful inquiry), any of such Obligor's and its Subsidiaries' employees, affiliates, agents or representatives:

(i) is a Restricted Party;

(ii) has been engaged in any transaction, activity or conduct that could reasonably be expected to result in its being designated as a Restricted Party;

(iii) is currently engaging in any transaction, activity or conduct that could result in a violation of applicable Sanctions;

(iv) has received notice of, or is otherwise aware of, any claim, action, suit, proceedings or investigation involving it with respect to Sanctions; and/or

(v) is acting on behalf of or at the direction of any Restricted Party in connection with the Whole Loan.

Restricted Party means any individual or entity that is:

(i) listed on, or owned or controlled (as such terms, including any applicable ownership and control requirements, are defined and construed in the applicable Sanctions laws and regulations or in any official guidance in relation to such Sanctions laws and regulations) by a person listed on, a Sanctions List;

(ii) a government of a Sanctioned Country;

(iii) an agency or an entity directly or indirectly owned or controlled by, a government of a Sanctioned Country;

(iv) resident or located in, operating from, or incorporated under the laws of, a Sanctioned Country;

(v) to the best knowledge of any Obligor (acting with due care and enquiry), otherwise a target of Sanctions, or with whom it would be a breach of any applicable Sanctions for any Finance Party or any affiliate of a Finance Party to deal; or

(vi) that the Obligor is aware (having made due enquiry) is acting on behalf of any of the persons listed in paragraphs (i) to (v) above, for the purpose of evading or avoiding, or having the intended effect of or intending to evade or avoid, or facilitating the evasion or avoidance of any Sanctions.

Sanctioned Country means any country or other territory subject to a general export, import, financial or investment embargo under any Sanctions, which, as of the date of the Facility Agreement, include Crimea (as defined and construed in the applicable Sanctions laws and regulations), Cuba, Iran, North Korea, Sudan and Syria.

Sanctions means economic or financial sanctions or trade embargoes or other comprehensive prohibitions against transaction activity pursuant to anti-terrorism laws or export control laws imposed, administered or enforced from time to time by any Sanctions Authority.

Sanctions Authority means:

(i) the United States government;

(ii) the United Nations Security Council;

(iii) the European Union;

(iv) the United Kingdom; or

(v) the respective governmental institutions of any of the foregoing including, without limitation, Her Majesty's Treasury, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State and any other agency of the US government.

Sanctions List means any of the lists of specifically designated nationals or designated or sanctioned individuals or entities (or equivalent) issued by any Sanctions Authority, each as amended, supplemented or substituted from time to time.

(z) *Ownership of Obligors*: the Borrower Group structure chart is true, complete and accurate in all material respects and shows the structure of the Borrower Group following release of the Whole Loan proceeds from the letter of undertaking given by legal counsel to the Loan Mandated Lead Arranger, in relation to the completion arrangements on the Utilisation Date.

The following representations are deemed to be made by each Obligor to each Finance Party on the first day of each Loan Interest Period, provided that paragraphs (v)(ii) and (v)(iii) above are repeated only in relation to members of the Borrower Group: each of the representations set out under the heading "*Description of the Facility Agreement – Representations and warranties*" under paragraph (a) ("*Status*"), paragraph (b) ("*Binding obligations*"), paragraph (c) ("*Non-conflict*"), paragraph (d) ("*Power and authority*"), paragraph (e) ("*Validity and admissibility in evidence*"), paragraph (f) ("*Governing law and enforcement*"), paragraph (h) ("*No filing or stamp taxes*"), paragraph (i)(b) ("*No default*"), paragraphs (p)(i)(A), (B), (C), (D), (E), (F), (H) and (J) and (p)(ii) ("*Good title to property*"), paragraph (v) ("*Trustee, JPUT and Units*"), paragraph (w) ("*Jersey Regulation*") and paragraph (x) ("*Ongoing Trust Matters*").

Undertakings

Each Obligor, the Company and each Borrower (as applicable) has given various undertakings under the Facility Agreement which remain in force so long as any amount is outstanding under the Finance Documents is in force. These undertakings generally include, among other things, the following undertakings (subject, in each case, to the specific terms and concessions in the Facility Agreement):

Information undertakings

(a) *Financial statements*: an undertaking by the Company to provide to the Loan Facility Agent as soon as the same become available, but in any event within 180 days of the end of each Financial Year of UK Logistics New Mezzco S.à r.l (or, if UK Logistics New Mezzco S.à r.l is not at any time the holder (directly or indirectly) of all of the issued share capital of the Company, the Company) ending after the Utilisation Date, a copy of the audited consolidated financial statements for that Financial Year of UK Logistics New Mezzco S.à r.l (or, if UK Logistics New Mezzco S.à r.l is not at any time the holder (directly or indirectly) of all of the issued share capital of the Company, the Company) and, in the event of a securitisation, the audited financial statements for that Financial Year of any Obligor which (directly) owns Properties the aggregate value of which exceed more than 20 per cent of the total value of all the Properties as at the date notified by the Loan Facility Agent to the Company as the date of issuance of any notes or bonds pursuant to that securitisation.

(b) *Budget*: an undertaking by the Company to supply to the Loan Facility Agent as soon as the same becomes available but in any event within 30 days of the start of each Financial Year, a copy of an annual budget for the Borrower Group for that Financial Year in the same form as the business plan delivered on or prior to the Utilisation Date in accordance with the Facility Agreement.

(c) *Compliance certificate*: an undertaking by the Company to provide to the Loan Facility Agent a compliance certificate on each day falling five Business Days before each Loan Payment Date signed by an authorised signatory of the Company and confirming:

(i) (with any necessary computations) whether a Cash Trap Event has occurred on that Loan Payment Date and the LTV Ratio on that LTV Ratio Test Date;

(ii) (with any necessary computations) whether a Cash Trap Event has occurred on that Loan Payment Date and the Projected ICR on that Loan Payment Date;

(iii) that, so far as the Company is aware, no Loan Event of Default or Potential Loan Event of Default has occurred and is continuing or, if a Loan Event of Default or Potential Loan Event

of Default has occurred and is continuing, what Loan Event of Default or Potential Loan Event of Default has occurred and the steps being taken to remedy such;

(iv) that the Obligors will, on that Loan Payment Date, have sufficient funds standing to the credit of the Rental Income Accounts to pay in full all amounts which will be due and payable under the Finance Documents on that Loan Payment Date or, if not, the amount of the anticipated shortfall;

(v) the amount to be transferred to each Borrower's General Account; and

(vi) whether or not fees under asset management agreements entered into by the Obligors are more than 6 months in arrears and, if so, the aggregate amount in arrears.

(d) *Property information*: an undertaking by the Company to provide to the Loan Facility Agent on the date of delivery of each compliance certificate a quarterly management report.

(e) "*Know your customer*" *checks*: an undertaking by each Obligor to supply such documentation and evidence as is reasonably requested by the Loan Facility Agent or a Lender to carry out all necessary "know you customer" or other similar checks under all applicable laws and regulations.

(f) *Miscellaneous*: an undertaking by the Obligors to supply to the Loan Facility Agent various documents including (i) copies of all non-administrative documents dispatched to its shareholders generally (or any class of them), (ii) details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Borrower Group (or against its directors or officers) and which, if adversely determined, would have a Material Adverse Effect, (iii) the details of any Environmental Claim which is current, threatened or pending against any Obligor which, if adversely determined, would have a Material Adverse Effect, (iv) any facts or circumstances which shall or are reasonably likely to result in an Environmental Claim being commenced or threatened against any Obligor which, if adversely determined, would have a Material Adverse Effect, (v) within one Business Day of entering into any Hedge Document, a copy of such Hedge Document and a copy of any notice to each hedge counterparty party to that Hedge Document (and substantially in the form required by the relevant Loan Security Document), (vi) promptly on request by the Loan Facility Agent, a copy of each Occupational Lease, each amendment to an Occupational Lease and each document recording any rent review or dilapidations settlement in respect of an Occupational Lease, (vii) promptly and in any event within five Business Days of any Obligor entering into any asset management agreement, provide the Loan Facility Agent with a copy of that asset management agreement, (viii) a copy of each document setting out the terms of any Investor Debt (if any) and Subordinated Loans (if any) in place at the time of such request; (ix) promptly upon becoming aware, details of any compulsory purchase order affecting a Property and (x) further information regarding the financial condition, business and operations of any Obligor or verification of the information supplied in any compliance certificate as any Finance Party (through the Loan Facility Agent) may reasonably request.

(g) *Notification and determination of Loan Event of Default or Potential Loan Event of Default*: an undertaking by each Obligor to notify the Loan Facility Agent of any Loan Event of Default or Potential Loan Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor). The Loan Facility Agent (acting on the instructions of the Majority Lenders) shall make a determination as to whether or not a Loan Event of Default or Potential Loan Event of Default is continuing for the purposes of any Finance Document as soon as reasonably practicable after being asked by the Company to make such a determination. In addition, upon a request by the Loan Facility Agent if it believes (acting in good faith) that a Loan Event of Default or Potential Loan Event of Default may have occurred and is continuing, the Company shall supply to the Loan Facility Agent a certificate signed by a director, manager or other equivalent officer or senior officer on its behalf certifying that so far as the Company is aware no Loan Event of Default or Potential Loan Event of Default is continuing (or if a Loan Event of Default or Potential Loan Event of Default is continuing, specifying the Loan Event of Default or Potential Loan Event of Default and the steps, if any, being taken to remedy it).

Financial covenants

(a) *Defined terms*

LTV Ratio means, on any date, the proportion expressed as a percentage which Net Debt bears to the aggregate market value of the Properties on that date calculated by reference to the then most recent Loan Valuation.

Net Debt means, on any date, the aggregate principal amount outstanding of the Whole Loan minus the aggregate amount standing to the credit of the Prepayment Account, the Cash Trap Accounts and the Equity Cure Accounts.

Projected ICR means on any Loan Payment Date, the ratio of Projected Net Rental Income to Projected Interest Costs, in each case, in respect of the Relevant Period commencing on the Financial Quarter Date falling immediately prior to that Loan Payment Date.

Projected Interest Costs means, any Relevant Period, the sum of all interest under Clause 9.2 (Payment of interest) which shall be payable by the Obligors to the Finance Parties under the Finance Documents during the Relevant Period assuming that:

(a) LIBOR will be the arithmetic mean of aggregate of the Relevant Rates for each Loan Payment Date during that Relevant Period;

(b) in respect of any Relevant Period which includes a period falling after the Final Loan Repayment Date (a **Post-Maturity Period**):

(i) on the Final Loan Repayment Date no amounts are due pursuant to Clause 6 (Repayment);

(ii) the Whole Loan outstanding on the first day of the Relevant Period remains outstanding for the duration of the Relevant Period; and

(iii) any calculation of interest remains on the same basis in respect of such Post-Maturity Period as the calculation of interest applicable immediately prior to the commencement of the Post-Maturity Period as if the Final Loan Repayment Date had not occurred; and

(c) an amount equal to the amount standing to the credit of the Prepayment Account, (for the purposes of Clause 25.2 (Financial Covenants) of the Facility Agreement only) the Cash Trap Account and the Equity Cure Account was applied in prepayment of the Whole Loan on the first day of that Relevant Period.

Projected Net Rental Income means, for any period, the Net Rental Income which shall be received by the Obligors under any Occupational Lease in respect of any Property during that period after:

(a) deducting:

(i) any payments for dilapidations under any Occupational Lease; and

(ii) any deduction or withholding for or on account of Tax from any Rental Income for such period; and

(b) deducting any "irrecoverable service charge expenses" (as that term is defined in the Facility Agreement) during such period funded by an Obligor from a General Account;

(c) assuming that:

(i) break clauses that can become effective to break an Occupational Lease during that period will be treated as having become effective to break that Occupational Lease on the earliest date on which a break of that Occupational Lease under such break clause can become effective to break that Occupational Lease and the Property or portion thereof (as applicable) will be treated as remaining vacant thereafter unless:

(A) the period for exercise of such break clause has expired without such break clause being exercised;

(B) a binding and unconditional confirmation has been received from the relevant tenant that it will not be exercising such break clause; or

(C) such Occupational Lease is being replaced by a new binding and unconditional Occupational Lease (provided that, for the avoidance of doubt, an Occupational Lease will not be regarded as being conditional by virtue of any condition which requires the previous tenant to vacate the Property or portion thereof (as applicable)) following exercise of the relevant break clause, in which case, the amount of Rental Income allocated to the Property or portion thereof (as applicable) shall include the amount of Rental Income receivable under such new Occupational Lease;

(ii) Rental Income will only be taken into account where a binding and unconditional Occupational Lease exists (excluding, for the avoidance of doubt, any condition which requires the previous tenant to vacate the Property or portion thereof (as applicable));

(iii) if an Occupational Lease (the **Expiring Occupational Lease**) is due to expire during the Relevant Period, the Property or portion thereof (as applicable) relating to the Expiring Occupational Lease will be treated as remaining vacant thereafter other than to the extent that a new binding and unconditional Occupational Lease exists in relation to the Property (or a portion thereof) (provided that, for the avoidance of doubt, an Occupational Lease will not be regarded as being conditional by virtue of any condition which requires the previous tenant to vacate the Property or portion thereof (as applicable)) in respect of any period falling between the expiry of the relevant Expiring Occupational Lease and the last day of the Relevant Period and provided that the assumptions specified in this paragraph (c) shall apply to that new Occupational Lease;

(iv) potential Rental Income increases as a result of rent reviews during that Relevant Period will be ignored other than where there are (i) contractual or fixed Rental Income increases, (ii) Rental Income increases based on inflation or (iii) other indexation or other Rental Income increases, in each case, irrevocably agreed with the relevant tenant;

(v) rent receivable under an Occupational Lease from a tenant in arrears (provided that the term "arrears" shall not include any arrears arising due to arrangements between an Obligor (or a Property Manager on its behalf) and a tenant whereby a tenant is permitted to pay rent monthly in advance rather than quarterly in advance) under that Occupational Lease for more than three months will not be included (unless a guarantor is keeping such rent current);

(vi) Rental Income receivable under an Occupational Lease from a tenant which has been declared insolvent or is subject to any insolvency proceedings will not be included (unless a guarantor is keeping such rent current); and

(vii) Rental Income in respect of any Occupational Lease in the name of any Obligor or Investor Affiliate will be ignored unless that Obligor or Investor Affiliate is in actual occupation of the part of the Property to which that Occupational Lease relates and that Occupational Lease was entered into on arm's length terms.

(b) *Scope of financial covenants*

Each Obligor is required to ensure compliance with the following financial covenants:

(i) on each LTV Ratio Test Date, that the LTV Ratio does not exceed 86.50 per cent.; and

(ii) on each ICR Test Date, that the Projected ICR is not less than 1.10:1.

Such financial covenants will be tested by reference to the information contained in the relevant compliance certificate (without double counting) and, in respect of (i) only, by reference to the most recent Loan Valuation delivered prior to the date of such compliance certificate.

(c) *Timing for testing financial covenants*

(i) **LTV Ratio Test Date** means each Loan Payment Date provided that the first LTV Ratio Test Date shall be no earlier than the first Loan Payment Date falling immediately after the second anniversary of the Utilisation Date.

(ii) **ICR Test Date** means each Loan Payment Date.

(d) *Cure rights*

The Company has the right to cure an unsatisfied financial covenant described under paragraph (b) (*Scope of financial covenants*) above as follows:

(i) if the LTV Ratio is not satisfied on an LTV Ratio Test Date, the Company may within 20 Business Days of that LTV Ratio Test Date, procure the prepayment of the Whole Loan or the deposit of an amount in the Equity Cure Account (an **LTV Equity Cure Amount**) at least sufficient to ensure that when taking into account such prepayment or deposit in the calculation of the LTV Ratio the requirements for the LTV Ratio would be met; and

(ii) if the Projected ICR is not satisfied on an ICR Test Date, the Company may within 20 Business Days of that ICR Test Date, procure the prepayment of the Whole Loan or the deposit of an amount into the relevant Equity Cure Account (a **Projected ICR Equity Cure Amount**) at least sufficient to ensure that if such amount had been prepaid on the first day of the Relevant Period commencing on the Financial Quarter Date falling immediately prior to that ICR Test Date the requirements for the Projected ICR would be met.

Upon such prepayment or deposit of an LTV Equity Cure Amount or a Projected ICR Equity Cure Amount as described in paragraphs (i) and (ii) above, the relevant financial covenant shall be deemed to have been satisfied as at the relevant date for all purposes under the Finance Documents. The cure rights specified in (i) and (ii) above may not be exercised in respect of more than two consecutive Loan Payment Dates or in respect of a maximum of four covenant breaches in aggregate.

General undertakings

(a) *Authorisations*: an undertaking by each Obligor to promptly obtain, comply with and do all that is necessary to maintain in full force and effect and, if requested by the Loan Facility Agent, supply to the Loan Facility Agent any authorisation required under any applicable law or regulation of a Relevant Jurisdiction to enable it to perform its obligations under the Facility Transaction Documents to which it is a party, (subject to the Loan Legal Reservations), ensure the legality, validity, enforceability or admissibility in evidence in each Relevant Jurisdiction of any Facility Transaction Document, and own its assets and to carry on its business, trade and ordinary activities as currently conducted where failure to obtain or comply with those authorisations would have a Material Adverse Effect.

(b) *Compliance with laws*: an undertaking by each Obligor to comply in all respects with all laws to which it or any Property or any other asset which is the subject of the security created pursuant to the Loan Security Documents is subject in each case where failure to do so would have a Material Adverse Effect.

(c) *Environmental compliance*: an undertaking by each Obligor to comply with all Environmental Law applicable to any Property, obtain, maintain and ensure compliance with all requisite environmental permits as required for the business currently carried on at any Property or to which that Obligor may otherwise be subject and take all reasonable steps in anticipation of known or expected future changes to or obligations under the same, comply with all other covenants, undertakings, conditions, restrictions or agreements directly or indirectly relating to any contamination, pollution or waste or the release or discharge of any toxic or hazardous substance in connection with an Property, and implement where legally required the procedures required under any Environmental Law applicable to the business carried on at the relevant Property and shall notify the Loan Facility Agent when all such steps have been implemented fully, in each case where failure to do so would have a Material Adverse Effect.

(d) *Merger*: an undertaking that no Obligor may enter into any amalgamation, demerger, merger or corporate reconstruction, other than with the consent of the Majority Lenders.

(e) *Conduct of business: an undertaking that*:

(i) the Company will procure that no substantial change is made to the general nature of the business of the Borrower Group taken as a whole from that carried on as at the Utilisation Date;

(ii) no member of the Borrower Group (other than a Borrower) shall (and the Company shall procure that no member of the Borrower Group (other than a Borrower) will) trade, carry on any business, own any assets or incur any liabilities other than in the ordinary course of its holding company activities in relation to the ownership of shares in its subsidiaries, intra-Borrower Group debit balances and credit balances, other incidental assets and the incurrence of liabilities and consummation of other transactions in compliance with the Facility Transaction Documents;

(iii) each Borrower will only conduct the business of acquiring, owning, managing, financing, developing and letting any Property and activities directly related thereto in any manner which is in compliance with the Finance Documents;

(iv) each Obligor will conduct its business in a reasonable and prudent manner and in accordance with its constitutional documents and in a manner which is in compliance with the Finance Documents;

(v) each Obligor will (in each case, to the extent that Obligor considers it is in accordance with its interests to do so or is requested by the Loan Facility Agent to do so) take all reasonable and practical steps to preserve and enforce its rights and pursue any claims and remedies, including those arising in respect of any Report;

(vi) each Obligor will maintain its accounts, books and records separately from any other person, not co-mingle its assets with those of any other person, discharge all obligations and liabilities due and owing by it from its own funds, and hold itself out as a separate entity; and

(vii) will ensure that all of its subsidiaries (other than any "excluded obligor" (as that term is defined in the Facility Agreement) which has ceased to be an Obligor) are Obligors.

(f) *Pensions and employees*: (i) each Obligor shall ensure that neither it nor any of its Subsidiaries has any obligation in respect of any retirement benefit or occupational pension scheme and (ii) each Obligor shall ensure that it has no employees at any time after the date of the Facility Agreement.

(g) *Material contracts*: an undertaking that no Obligor will enter into any material agreement without the prior written consent of the Majority Lenders (not to be unreasonably withheld or delayed) other than any Facility Transaction Document, any other agreement expressly permitted under any term of any Finance Document and any agreement consistent with its business as set out in the Facility Agreement.

(h) *Acquisitions*:

(i) an undertaking that no Obligor will acquire a company, any shares, business, undertaking or real estate assets (or in each case any interest in them) from any person; or incorporate a company, partnership, firm or any other form of corporation or organisation (howsoever described), except as permitted under paragraph (h)(iii) below;

(ii) an undertaking that no Obligor will acquire or allow to be transferred to it any assets other than those which are necessary for the performance of its obligations under the Finance Documents or otherwise pursuant to its business permitted under the Finance Documents; and

(iii) the restrictions included above do not apply to any permitted reorganisation under the Facility Agreement, and any acquisition of, or subscription for, shares permitted by the Facility Agreement.

(i) *Pari passu ranking*: an undertaking by each Obligor to ensure that its payment obligations under the Finance Documents at all times rank at least pari passu with the claims of all unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

(j) *Centre of Main Interests*: an undertaking from each Obligor that it must not cause or allow its registered office or Centre of Main Interests to be in any jurisdiction other than its jurisdiction of incorporation and must not maintain an establishment in any other jurisdiction other than its jurisdiction of incorporation.

(k) *Negative pledge*: an undertaking by each Obligor not to (A) create or allow to exist any Security over the whole or any of its assets (B) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by it, (C) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (D) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (E) enter into any other preferential arrangement having a similar effect, in each case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset except for any Permitted Security.

(l) *Disposals*: an undertaking by each Obligor not to enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary, to sell, lease, transfer or otherwise dispose of the whole or any part of its assets except for any transaction which is a permitted disposal set out in the Facility Agreement.

(m) *Arm's length basis*: an undertaking by each Obligor not to enter into any transaction with any person except on arm's length terms (including, for the avoidance of doubt, any contract or agreement in relation to letting agent fees and leasing commissions). Such undertaking does not apply to: (i) any transaction entered into on terms more favourable to the relevant Obligor than arm's length terms, (ii) any Subordinated Loan, (iii) any Investor Debt, (iv) transactions between Obligors, (v) any Equity Contribution, (vi) fees, costs and expenses for central overheads (including officers appointed to the Obligors by the Sponsors) charged to the Obligors by the Sponsors (excluding, for the avoidance of doubt, any such amounts charged under a Property Management Agreement or asset management agreement) and (vii) any transaction or arrangement under or contemplated in the Finance Documents.

Equity Contribution means an amount which is contributed to the Company in cash by way of capital contribution (other than a capital contribution constituting Financial Indebtedness) or subscription for shares in the Company and contributed or invested (if required) by the Company directly or indirectly to an Obligor by way of capital contribution (other than a capital contribution constituting Financial Indebtedness) or subscription for shares in an Obligor.

(n) *No Guarantees or indemnities*: an undertaking by each Obligor not to incur or allow to remain outstanding any guarantee or indemnity in respect of Financial Indebtedness except for a guarantee or indemnity which is a permitted guarantee under the Finance Documents.

(o) *Dividends, distributions and share redemption*: an undertaking by each Obligor not to: (i) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee, distributions or expenses) in the nature of or intended to act as a distribution to (or to the order of) any of its shareholders or any Investor Affiliates or make any payments in respect of Financial Indebtedness owed to any of its shareholders (in that capacity) (in each case, whether in cash or in kind but excluding any fee payable under any Property Management Agreement and/or asset management agreement), (ii) make any payment of any kind in respect of any Investor Debt provided that the roll-up or capitalisation of any amount due in respect of such Financial Indebtedness shall be permitted, (iii) repay or distribute any dividend or share premium reserve, or (iv) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so, in each case except for any Permitted Distribution; and an undertaking by each Obligor to promptly pay all calls or other payments which may be or become due in respect of any shares held by it and shall not appoint any third party nominee to exercise any members' rights or information rights in relation to any shares held by it.

(p) *Financial indebtedness*: an undertaking by each Obligor not to incur or permit to be outstanding any Financial Indebtedness to any person except for any Financial Indebtedness which is Permitted Financial Indebtedness.

Permitted Financial Indebtedness means any Financial Indebtedness:

(i) which is discharged on the Utilisation Date;

(ii) arising under any Finance Document;

(iii) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (including any currency or interest purchase, cap or collar agreement, forward rate agreement, interest rate or currency future or option contract, foreign exchange or currency purchase or sale agreement, interest rate swap, currency swap or combined interest rate and currency swap agreement and any other similar agreement) (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);

(iv) that is Investor Debt; or

(v) arising under a Subordinated Loan.

(q) *Loans or credit*: an undertaking by each Obligor not to be a creditor in respect of any Financial Indebtedness except any Financial Indebtedness which is a Permitted Loan.

Permitted Loan means**:**

(i) credit balances held in any Control Account, Redundant Account or Rent Deposit Account with any banks or financial institutions; and

(ii) any Subordinated Loan.

(r) *Share capital and status*

(i) an undertaking by each Obligor not to issue any stock, share, debenture or other securities to any person or subscribe for or otherwise acquire any stock or share which is only partly paid up or in respect of which the company which issued that stock or share has any call or lien except where shares (A) are issued by the Company, or (B) issued by an Obligor (other than the Company) to its immediate Holding Company where, if the existing shares issued by such Obligor are the subject of the Loan Security, the newly issued shares also become subject to the Loan Security on the same terms and promptly following the issue of such shares all associated Perfection Requirements (if any) are met; and

(ii) an undertaking by each Obligor not to alter any rights relating to its issued shares other than an alteration which does not (A) adversely affect the enforceability of the Loan Security Documents or the rights of the Finance Parties under the Loan Security Documents, (B) adversely affect the saleability or transferability of such issued shares, or (C) operate to decrease the value of such issued shares (taken as a whole).

(s) *Property Management Agreements*

(i) an undertaking by each Obligor to comply in all material respects with its obligations under each Property Management Agreement to which it is a party and to take all reasonably commercial and prudent steps (in each case, to the extent that the relevant Obligor considers it is in accordance with its interests to do so or is directed by the Loan Facility Agent to do so) to enforce the material terms of each Property Management Agreement against any other party thereto; and

(ii) an undertaking by each Obligor not to terminate the appointment of a Property Manager without the prior written consent of the Loan Facility Agent (not to be unreasonably withheld) unless the Loan Facility Agent is first notified in writing (with at least five Business Days' notice) of the Obligor's intention to terminate the relevant appointment and a new Property Manager which is promptly appointed under a New Property Management Agreement and such termination does not lead to any Obligor becoming the employer of any employees.

(iii) each Obligor shall ensure that the terms of each Property Management Agreement to which it is a party shall provide that (i) if a Loan Event of Default is continuing, the Obligor concerned may terminate that Property Management Agreement; and (ii) any Property Manager must maintain professional indemnity insurance with cover equal to at least the amount specified in the relevant Duty of Care Agreement (which shall not, unless otherwise agreed with the Loan Facility Agent, be less than the amount stipulated in the Duty of Care Agreement entered into on or prior to the Utilisation Date).

(iv) an undertaking by each Obligor not to appoint any person as a property manager or managing agent of any Property unless such person is a Property Manager and such appointment is made under a Property Management Agreement;

(v) an undertaking by each Obligor to ensure that at the same time as the entry into each Property Management Agreement the relevant Property Manager enters into a Duty of Care Agreement; and/or

(vi) an undertaking by each Borrower not to amend, vary, novate, forego or waive (each a **PMA Change**) any provision or right of condition, arising in or under any Property Management Agreement, if such PMA Change conflicts with the provisions of the relevant Duty of Care Agreement, or otherwise adversely affect the interests of the Finance Parties under the Finance Documents or the validity or enforceability of the Loan Security in respect of that Property Management Agreement.

New Property Management Agreement means each management agreement between a Borrower and/or the Company and a Property Manager in relation to the management and/or maintenance of a Property and which replaces an existing Property Management Agreement:

(A) the material terms of which are consistent with those of the existing Property Management Agreement it replaces; or

(B) which is otherwise in form and substance satisfactory to the Loan Facility Agent (acting on the instructions of the Majority Lenders (acting reasonably)) if a Property Manager breaches a Property Management Agreement or a Duty of Care Agreement in any material respect the Obligor concerned shall promptly upon becoming aware of such breach notify the Loan Facility Agent and where such breach is not remedied within 28 days following notice to the Property Manager from the Obligor concerned or the Loan Facility Agent, then the Loan Facility Agent may require the Obligor concerned to appoint a new Property Manager in relation to that Property under a New Property Management Agreement;

(t) *Asset Management Agreements*: an undertaking by each Obligor to ensure that the terms of the initial Asset Management Agreement and any other asset management agreement to which it is a party will provide that (i) if any notice is delivered under Clause 25.19(b) (Acceleration) of the Facility Agreement or the Loan Security over the shares in any Obligor is the subject of enforcement action by the Loan Security Agent in accordance with the terms of the relevant Loan Security Document, the Loan Facility Agent may terminate that asset management agreement by notice to the relevant asset manager without prejudice to any amounts due and payable to that asset manager under the relevant asset management agreement before the date of termination but without triggering any termination fees or penalties in excess of those payable on any other "without cause" termination by the relevant Obligor, and (ii) the rights of the Loan Facility Agent to terminate the relevant asset management agreement under the relevant asset management agreement (as further described in paragraph (i) above) cannot be amended, varied or waived without the prior written consent of the Majority Lenders. The Company shall procure that any asset manager appointed after the date of the Facility Agreement is either an Affiliate of Logicor Europe Limited with the necessary resources and expertise or a person which (on the date of its appointment as asset manager) has not less than 10 million square feet of logistics assets located in Europe under its management (excluding the Properties).

(u) *Treasury Transactions*: an undertaking by each Obligor not to enter in any Treasury Transaction other than (i) in accordance with provisions relating to hedging in the Facility Agreement.

A **Treasury Transaction** is any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (including any currency or interest purchase, cap or collar agreement, forward rate agreement, interest rate or currency future or option contract, foreign exchange or currency purchase or sale agreement, interest rate swap, currency swap or combined interest rate and currency swap agreement and any other similar agreement) (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account).

(v) *Taxes*

(i) an undertaking by each Obligor to maintain its tax residence solely in the jurisdiction of its incorporation or formation and not to carry on a trade or business for tax purposes in any jurisdiction other than its jurisdiction of incorporation or formation other than a property rental business in the United Kingdom;

(ii) an undertaking by each Obligor not to have a branch, agency, business establishment or other permanent or fixed establishment in any jurisdiction other than in its jurisdiction of incorporation or formation and a property rental business in the United Kingdom;

(iii) an undertaking by each Obligor to:

(A) ensure that all material Loan Taxes payable by, or assessed upon, it are paid not later than the date on which such Loan Taxes are required to be paid in order to avoid any liability to interest and penalties save to the extent (1) such Loan Taxes are being contested in good faith by it, (2) adequate reserves for the payment of such Loan Taxes are being maintained by it, and (3) payment of such Loan Taxes can be lawfully withheld,

(B) comply in all material respects with all Loan Tax laws of the Relevant Jurisdiction; and

(C) comply with all requirements to make, deliver or amend returns (including company tax returns) required to be made by it to any fiscal, revenue, customs or excise authority anywhere in the world competent to collect, or administer matters relating to, Tax (a **Tax Authority**) and shall: (1) use all reasonable endeavours to file each such return no later than the date on which that return is required to be filed with the relevant Tax Authority to avoid any material liability to a penalty; and (2) in any event, file each such return within ten Business Days of the date on which that return is required to be filed with the relevant Tax Authority to avoid any material liability to a penalty;

(iv) an undertaking by each Borrower that each Property will be held by the relevant Borrower as an investment asset and not as trading stock;

(v) an undertaking by each Obligor to ensure that upon any transfers of shares in an Obligor incorporated outside of the United Kingdom, the share transfer documents are executed and retained outside of the United Kingdom;

(vi) in relation to the transfers of the Properties within the "Teal" portfolio (refer to Appendix 2 (*Properties*), an undertaking by each Teal PropCo and each New Teal PropCo to ensure that the conditions for group relief under Part 1 of Schedule 7 to the Finance Act 2003 apply and the conditions for the transfer to be a transfer of a going concern under Article 5 of the Value Added Tax (Special Provisions) Order 1995 (SI 1995/1268) apply;

(vii) an undertaking by each Obligor that it shall not take any step that would give rise to the clawback of stamp duty land tax group relief previously claimed under paragraph 3 of Schedule 7 to the Finance Act 2003;

(viii) an undertaking by the Company that as soon as reasonably practicable after receipt the Company shall provide to the Loan Facility Agent: (i) a copy of the VAT registration certificate for the New Teal PropCos; (ii) evidence that HMRC has received the New Teal PropCos' options to tax; (iii) evidence that HMRC has received the New Teal PropCos' application for an approval for non-residents to the payment of rent by tenants without

deduction of withholding tax and (iv) a copy of the direction from HMRC to Rhombus No.3 Limited providing that entity with authorisation to pay interest to Rhombus Bidco S.à r.l. without the deduction of United Kingdom income tax;

(ix) an undertaking by each Borrower (other than each Unitholder) that it shall (once registered) remain registered for United Kingdom and Luxembourg VAT;

(x) an undertaking by each Obligor not to (without the prior written consent of the Majority Lenders) become or be otherwise treated as a member of a VAT Group other than any VAT Group consisting only of Obligors;

(xi) an undertaking by each Obligor that it shall not, without the prior written consent of the Majority Lenders, take any steps (whether by act, omission or otherwise) by which the option to tax exercised in respect of any Property of Schedule 10 to VATA could be revoked or cease to have effect; pursuant to Part 1;

(xii) an undertaking by each Obligor that it shall not take any steps (whether by act, omission or otherwise) by which a Borrower ceases to be entitled under VATA to recover (by way of credit or repayment) all its input tax from HMRC;

(xiii) an undertaking by each Obligor that it shall not any steps (whether by act, omission or otherwise) which could result in any amount being required to be accounted for (or paid, as the case may be) to HMRC in relation to an adjustment required to be made under Part XV of the Value Added Tax Regulations 1995; and

(xiv) an undertaking by each Obligor that it shall not, without the prior written consent of the Majority Lenders, transfer or otherwise dispose of (whether pursuant to the exercise of any option, election, discretion or otherwise) any part of any right to credit or repayment in respect of any VAT from any relevant Tax Authority.

(w) *Trust Documents*

an undertaking that no Obligor shall, without the prior written consent of the Loan Facility Agent: (i) terminate, amend, waive or agree any termination or waiver of the Unit Trust Instrument; (ii) admit or replace or remove, any Trustee; (iii) enter into any agreement or arrangement in breach of or inconsistent with the Unit Trust Instrument; (iv) amend or permit the amendment of any Trustee's constitutional documents (each a **Trust Change**), other than as required by law or to the extent such Trust Change would not: (i) restrict of inhibit any transfer of any security asset; (ii) decrease the value of any security asset or (iii) adversely affect the ability of any Obligor to comply with its obligations under the Finance Documents.

(x) *Syndication and securitisation*

(i) subject to compliance with the conditions in respect of changes to the Finance Parties, each Obligor agrees that all or part of the Whole Loan or commitment or the Loan Seller's interest (or a new Lender's interest where such new Lender is a securitisation issuer) therein or under any Finance Document may be syndicated and/or subject to a securitisation; and

(ii) other than as otherwise expressly agreed in any Finance Documents, the Obligors shall not be liable for the fees, costs or expenses of any Finance Party incurred (unless it is otherwise liable to make such reimbursement under the Finance Documents) as a result of or in connection with any syndication and/or securitisation and/or any of the actions listed in paragraph (i) above.

(y) *Sanctions*

An undertaking by each Obligor and the Company, not to (i) contribute or otherwise make available all or any part of the proceeds of the Whole Loan, directly or indirectly, to, or for the benefit of, any individual or entity (whether or not related to any member of the Borrower Group) for the purpose of financing the activities or business of, other transactions with, or investments in, any Restricted Party, to the extent such action or status is prohibited by, or would cause any Finance Party or member of the Borrower Group to be in breach of, any Sanctions; (ii) directly or knowingly indirectly fund all or part

of any repayment or prepayment of the Whole Loan out of proceeds derived from any transaction with or action involving a Restricted Party, to the extent such action or status is prohibited by, or would cause any Finance Party or member of the Borrower Group to be in breach of, any Sanctions; (iii) engage in any transaction, activity or conduct that would violate Sanctions applicable to it; or (iv) knowingly engage in any transaction, activity or conduct that would cause any Finance Party to be in breach of any Sanctions or any other member of the Borrower Group or any Finance Party being designated as a Restricted Party.

Property undertakings

(a) *Planning*: an undertaking by each Obligor that: (i) it will comply in all material respects with any conditions attached to any planning permissions and with any statutory undertakings and comply in all material respects with any agreement or undertaking binding on an Obligor under any planning laws, in each case, relating to or affecting any Property other than any condition, agreement or undertaking (as applicable) relating to the occupation of any Property or any condition which is the sole obligation of any tenant under any occupational lease and which do not bind any Obligor in any capacity; and (ii) it will not carry out any material development on or of any Property or make any material change in use of any Property save for any development or change in use permitted pursuant to any applicable planning law and permitted under the Facility Agreement.

(b) *Title*: undertaking by each Obligor that it shall: (i) in all material respects observe and perform all restrictive and other covenants, stipulations and obligations (including but not limited to building rights, leasehold, easements, qualitative obligations and perpetual clauses) now or at any time affecting any Property insofar as the same are subsisting and are capable of being enforced, (ii) duly and diligently to the extent in accordance with the principles of good estate management enforce all restrictive or other covenants, stipulations and obligations (including but not limited to building rights, leasehold, easements, qualitative obligations and perpetual clauses) benefiting any Property and not waive, release or vary (or agree to do so) the obligations of any other party thereto, (iii) promptly take all such steps (including, without limitation, the execution, completion and delivery of documentation, returns, forms and certificates, the answering of any questions or correspondence from any relevant Tax Authority or any land registry, the payment of any fees, stamp duty land tax, penalties and interest and the delivery of any stamp duty land tax certificates received from any Tax Authority to the Loan Facility Agent as soon as received by it) as may be necessary to enable the security expressed to be created by the Finance Documents to be validly registered at any land registry, and (iv) observe and perform in all material respects all the covenants and undertakings on the part of the landlord in the occupational leases now or at any time affecting any Property.

(c) *Occupational leases*: undertaking by each Obligor not to: enter into any agreement for a lease, grant a new occupational lease or extend any Occupational Lease, consent to any assignment or sub-letting in respect of any occupational lease, vary any obligations under, or the terms of, any Occupational Lease, consent to any change of use in respect of any tenant's interest under any occupational lease, waive, release forfeit, or exercise any right of re-entry, or exercise any option or power to break, determine or extend the term of any occupational lease, accept or permit the surrender of all or any part of any occupational lease, agree to any dilapidations settlements under any occupational lease, agree to any rent review under an occupational lease (other than upward rent review) or agree to any amendment, extension or waiver in respect of any occupational lease (each a **Letting Activity**). The restrictions on Letting Activities described above do not apply to any activity which is a Permitted Letting Activity.

Permitted Letting Activity means any Letting Activity which is:

(i) other than a change of use, contracted on arm's length terms and which is in the interests of good estate management;

(ii) a change of use contracted on arm's length terms and which is in the interests of good estate management and which is a Permitted Change of Use;

(iii) the grant (whether by grant of rights, lease, licence or otherwise) of rights of occupation and/or use in respect of any car parking spaces within or upon any Property;

(iv) the exercise by an Obligor of any right to forfeit or exercise any right of re-entry in respect of, or exercise any option or power to waive any breach or break or determine, any occupational

lease in circumstances where the tenant of the relevant occupational Lease is in breach of its obligations under the relevant occupational lease to pay rent or is otherwise insolvent;

(v) an acceptance or agreement to any Letting Activity required to be given pursuant to any applicable law or regulation;

(vi) expressly permitted under the terms of any agreement for lease entered into prior to the Utilisation Date; or

(vii) made with the prior written consent of the Majority Lenders.

(d) *Compulsory purchase*: an undertaking by the Company to notify the Loan Facility Agent promptly if the whole or any material part of any Property is compulsorily purchased or the applicable governmental agency or authority serves an order for the compulsory purchase of the same on any Obligor. On receipt of such notice from the Company, the Loan Facility Agent shall be entitled to request a revised Loan Valuation of the Property (and the cost of any such Loan Valuation shall be borne by the Company) ignoring that part of any Property being compulsorily purchased.

(e) *Repair*: an undertaking by each Obligor to (or to procure that the relevant Property Manager shall) repair and keep in good and substantial repair and condition any Property owned by it as required in accordance with good estate management (other than any repairs that are required to be carried out by a tenant under the terms of an Occupational Lease, unless the relevant Obligor has received a dilapidations payment in respect of those repairs).

(f) *Capital Expenditure and Alterations*: an undertaking by Obligor not to, at any time, effect, carry out or permit any demolition, reconstruction, redevelopment or rebuilding of or any structural alteration to any Property owned by it or incur capital expenditure in respect of works of alteration, addition, maintenance, repair, improvement, refurbishment and/or extension to any Property owned by it except where such project is a Permitted Capex Project.

Capex Project means (i) any demolition, reconstruction, redevelopment or rebuilding of or any structural alteration to a Property or (ii) to incur capital expenditure in respect of works of alteration, addition, maintenance, repair, improvement, refurbishment and/or extension to a Property.

Permitted Capex Project means any Capex Project which (a) is required to be undertaken by law; (b) is required to be undertaken by a Obligor under the terms of any lease; (c) is required to be undertaken or permitted to be undertaken by a tenant under the terms of any lease provided that the costs and expenses in connection with such Capex Project are not required to be paid for in whole or in part by any Obligor; (d) is a Recoverable Service Charge Project (e) can be funded from the aggregate amount standing to the credit of the General Accounts and which has projected costs (as at the date of commencement of such Capex Project) and when aggregated with the costs and/or projected costs of all other Permitted Capex Projects undertaken pursuant to this paragraph of less than or equal to 10 per cent. of the aggregate market value of the Properties (calculated by reference to the then most recent Loan Valuation); (f) is necessary to ensure that no Loan Event of Default referred to in paragraph (o) (*Major damage*) under the heading "*Loan Events of Default*" below occurs and which can be and is (when required to be funded) funded from amounts standing to the credit of the General Accounts and any Excluded Insurance Proceeds that the relevant insurer has committed to advance prior consent of the Majority Lenders (such consent not to be unreasonably withheld or delayed); or (h) is required to be undertaken or permitted to be undertaken by a tenant under the terms of any Lease provided that the costs and expenses in connection with such Capex Project are not required to be paid for in whole or in part by any Obligor.

Recoverable Service Charge Project means a Capex Project if the entire cost of such Capex Project is recoverable from the tenants of the relevant Property by way of Service Charge Proceeds.

(g) *Notices*: an undertaking by each Obligor to promptly upon receipt of the same provide reasonable details (and if requested a copy of any written particulars received by that Obligor) to the Loan Facility Agent of any notice, order, directive, designation, resolution or proposal (a **Planning Notice**) having application to the Property or to the area in which it is situated and requiring action by that Obligor from any planning authority or other public body or authority under or by virtue of applicable planning laws or any other statutory power or powers conferred by any other law. To the extent an Obligor does not comply with its material obligations under a Planning Notice, upon reasonable prior notice to the

Company the Loan Facility Agent (acting on the instructions of the Majority Lenders (acting reasonably)) may at the cost of that Obligor take all reasonable or expedient steps (in the name of the Obligor or otherwise) to remedy such non-compliance and/or make objections or representations against or in respect of any Planning Notice.

(h) *Pay rents charges and taxes*: an undertaking by each Obligor to punctually pay or cause to be paid and indemnify the Loan Facility Agent on demand against all existing and future rents, taxes, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever whether imposed by deed or by statute or otherwise and whether in the nature of capital or revenue or otherwise and even though of a wholly novel character which now or at any time during the continuance of the security constituted by or pursuant to the Facility Agreement are payable in respect of a Property or any part thereof.

(i) *Entry and power to inspect and remedy breaches*: at any time, if any Obligor fails, or is considered by the Loan Facility Agent, acting on the instructions of the Majority Lenders (acting reasonably), to have failed to have performed, any obligation under this section headed "*Property undertakings*" specified above and below or a Loan Event of Default is otherwise continuing, it shall be lawful for the Loan Facility Agent (without any obligation to do so) by giving three Business Days prior notice to the Company (except in case of emergency) to enter upon a Property with or without agents appointed by it, architects, contractors, workmen and others as it may reasonably determine and inspect that Property or any part thereof and/or execute such works and take such steps as may, in the reasonable opinion of the Loan Facility Agent, be required to remedy or rectify any such failure and do or take any action on or in relation to that Property as may in the reasonable opinion of the Loan Facility Agent be required to remedy or rectify such failure, provided that, in exercising each such right conferred under this paragraph, the Loan Facility Agent shall comply with the terms of any applicable Lease. The fees, costs and expenses incurred by the Loan Facility Agent (acting reasonably) for such works and taking such steps shall, if an Obligor had failed to have performed, any obligation under the "*Property undertakings*" or a Loan Event of Default was continuing when such works and steps were taken, be reimbursed by the Obligors to the Loan Facility Agent, promptly on demand.

(j) *Insurance – content of policies*: an undertaking from each Obligor to effect and maintain or ensure that there is effected and maintained at all times with approved insurer(s):

(i) insurance in respect of any Property owned by it and other fixtures and fixed plant and machinery forming part of any Property owned by it and which are owned by an Obligor against loss or damage by fire, storm, hail, tempest, flood, earthquake, subsidence, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and all other normally insurable risks of loss and damage and contingencies as are insured in accordance with sound commercial practice to the full reinstatement value thereof including without limitation, the costs of demolition and site clearance, shoring and propping up, any professional fees and VAT where applicable relating thereto (together with provision for forward inflation);

(ii) (other than in respect of vacant space at any Property owned by it which is vacant other than by reason of an insurable event) insurance against the loss of Rental Income or prospective Rental Income for a period of not less than three years including provision for any increases in rent during the period of insurance;

(iii) to the extent available in the market on reasonable commercial terms, insurance in respect of acts of terrorism in respect of any Property owned by it including any third party liability arising from such acts;

(iv) insurance against public liability risks; and

(v) such other risks as a prudent property company carrying on the same or substantially similar business as that Obligor would effect.

(k) *Insurance –Loan Security Agent*: an undertaking from each Obligor to: (i) at all times ensure that each insurance policy (except any insurance policy in respect of the insurance against public liability risks or relating to third party liability) is in the names of the Obligors concerned, with the Loan Security Agent (on behalf of each Finance Party) named as coinsured, names the Loan Security Agent as loss payee

and contains a provision under which Insurance Proceeds are payable directly to the Loan Security Agent, and (ii) at all times ensure that each insurance policy (A) contains a mortgagee clause whereby such insurance policy shall not be vitiated or avoided as against a mortgagee or security holder in the event of or as a result of any misrepresentation, act, neglect or failure to make disclosure on the part of an Obligor or any tenant or other insured party (other than each Finance Party) or any circumstances beyond the control of any insured party and a waiver of all rights of subrogation and (B) contains terms providing that it shall not be invalidated so far as the Loan Security Agent is concerned for failure to pay any premium due without the insurer first giving to the Loan Security Agent not less than 30 days' written notice.

(l) *Insurance – compliance*: an undertaking from each Obligor: (i) to ensure that there has been given to the Loan Facility Agent such information in connection with the insurance policies as the Loan Facility Agent may at any time require and to notify the Loan Facility Agent of renewals made and material variations or cancellations of insurance policies made or, to the knowledge of any Obligor, threatened or pending, (ii) not do or permit anything to be done which may make void or voidable any insurance policy, and (iii) to duly and punctually pay all premiums and other monies payable under all insurance policies and promptly, upon request by the Loan Facility Agent, produce to the Loan Facility Agent a copy or sufficient extract of every insurance policy together with the premium receipts or other evidence of the payment thereof.

(m) *Insurance – effecting or renewing*: if any Obligor does not comply with its obligations in respect of any insurance policy, the Loan Facility Agent or the Loan Security Agent may (without any obligation to do so) effect or renew any such insurance policy on behalf of the Loan Security Agent (and not in any way for the benefit of the Obligor concerned) and the monies expended by the Loan Facility Agent or the Loan Security Agent on so effecting or renewing any such insurance policy shall be reimbursed by the Obligors to the Loan Facility Agent or the Loan Security Agent on demand.

(n) *Insurance – insurers and underwriters*: (i) an undertaking from each Obligor that at any time any Requisite Rating for any insurer or underwriter with which any insurance policy has been effected is not met, including any insurer or underwriter which has been agreed or specified under (ii) below, the relevant Obligor shall as soon as practicable following a request from the Loan Facility Agent (but in any event within 30 days of that request from the Loan Facility Agent) unless (ii) applies, effect a new insurance policy with a new insurer or underwriter that meets a Requisite Rating (and shall provide details of such insurer or underwriter and the new insurance policy as may be reasonably required by the Loan Facility Agent) (ii) if following a request from the Loan Facility Agent to replace an insurer or underwriter with an insurer or underwriter that meets a Requisite Rating in accordance with (i) above, it is not possible to find a replacement insurer or underwriter which meets that Requisite Rating, the Loan Facility Agent and the Company must consult with each other (for a period of no more than five Business Days and both acting reasonably) with a view to agreeing a substitute insurer or underwriter. At the end of that period of consultation the Loan Facility Agent must specify which alternative insurer or underwriter may be used to effect any insurance policy.

Requisite Rating means the rating of long or short term (as appropriate) unsecured debt instruments in issue by a person (which are neither subordinated nor guaranteed) which meet the following requirements:

(i) in relation to a bank or financial institution at which a Control Account (other than a General Account) is held (**provided that** for the purposes of determining the Requisite Rating of a Borrower Account Bank, the ratings held by a Holding Company that guarantees the obligations of such Borrower Account Bank may be used if that guarantee complies with the Relevant Rating Requirements):

(A) on and from the Utilisation Date until the Rating Agency Selection Date;

(1) short term instruments with the following ratings: F1 (or better) by Fitch, P-1 (or better) by Moody's and A-1 (or better) by S&P;

(2) long term instruments with the following ratings: A2 (or better) by Moody's, A (or better) by Fitch, A (or better) by S&P; and

where such a bank of financial institution has a long term rating from DBRS, long term instruments rated A (or better) by DBRS;

(B) on and from the Rating Agency Selection Date:

(1) short term instruments with the ratings set out in paragraph (A)(1) above from the two Selected Rating Agencies identified in the Selected Rating Agency Notice; and

(2) long term instruments with the ratings set out in paragraph (A)(2) above from the two Selected Rating Agencies identified in the Selected Rating Agency Notice;

(ii) in relation to any insurance company:

(A) on and from the Utilisation Date until the Rating Agency Selection Date, long term instruments or an insurer financial strength rating with the following ratings:

(1) A (or better) by AM Best, A or better by DBRS, A (or, in the case of Royal Sun Alliance plc, A-) (or better) by Fitch and A2 (or better) by Moody's (in each case to the extent that such rating agency provides a long term rating or insurer financial strength rating for that insurance company, provided that that insurance company has at least one of the foregoing ratings); and

(2) A (or better) by S&P; and

(B) on and from the Rating Agency Selection Date:

(1) if S&P is a Selected Rating Agency, the insurance company must have long term instruments rated at least A (or better) by S&P;

(2) if the insurance company is rated by a Selected Rating Agency, it must meet the rating of that rating agency as described in paragraph (A) above; and

(3) the insurance company must have long term instruments or an insurer financial strength rating of at least two of the following ratings: A (or better) by AM Best, A or better by DBRS, A (or, in the case of Royal Sun Alliance plc, A-) (or better) by Fitch, A2 (or better) by Moody's and A (or better) by S&P; and

(iii) in relation to a Hedge Collateral Account Bank or a bank or financial institution at which a Control Account (other than a General Account) is held (provided that for the purposes of determining the Requisite Rating of such Hedge Collateral Account Bank or Borrower Account Bank, the ratings held by a Holding Company that guarantees the obligations of such Hedge Collateral Account Bank or Borrower Account Bank may be used if that guarantee complies with the Relevant Rating Requirements):

(A) on and from the Utilisation Date until the Rating Agency Selection Date;

(1) short term instruments with the following ratings: F1 (or better) by Fitch, P-1 (or better) by Moody's and A-1 (or better) by S&P;

(2) long term instruments with the following ratings: A2 (or better) by Moody's, A (or better) by Fitch, A (or better) by S&P; and

where such bank or financial institution has a long term rating from DBRS, long term instruments rated A (or better) by DBRS;

(B) on and from the Rating Agency Selection Date:

(1) short term instruments with the ratings set out in paragraph (i)(A) above from the two Selected Rating Agencies identified in the Selected Rating Agency Notice; and

(2) long term instruments with the ratings set out in paragraph (i)(B) above from the two Selected Rating Agencies identified in the Selected Rating Agency Notice.

Hedge Collateral Account Bank means, in respect of a Hedge Collateral Account, the bank or financial institution with which that Hedge Collateral Account is maintained.

DBRS means DBRS Ratings Limited, and any successor to its ratings business.

(o) *Loan Valuation*: (i) an undertaking from each Obligor to pay on demand by the Loan Facility Agent the costs of any valuer which has been instructed by the Loan Facility Agent to provide a Loan Valuation in accordance with (ii) (below) and paragraph (d) above ("*Compulsory purchase*"); (ii) the Loan Facility Agent (acting on the instructions of the Majority Lenders) may instruct a valuer to prepare and issue a Loan Valuation once in every 12 month period falling after the second anniversary of the Utilisation Date. If a Potential Loan Event of Default is continuing, the Loan Facility Agent (acting on the instructions of the Majority Lenders) may instruct such valuer to prepare and deliver to the Loan Facility Agent a Loan Valuation as the Loan Facility Agent may direct; (iii) unless otherwise specified in the Facility Agreement, any Loan Valuation carried out by a valuer on the instructions of the Loan Facility Agent other than as referred to in paragraph (ii) above will be at the cost of the Lenders and will not constitute a Loan Valuation for the purposes of the Facility Agreement.

(p) *Estate Management Companies*: an undertaking from each Obligor to (i) use reasonable endeavours to obtain, and provide to the Loan Security Agent promptly following receipt, share certificates in respect of any shares owned by it in any estate management company providing estate management services for a Property owned by it; and (ii) to use reasonable endeavours to obtain as soon as reasonably practicable, and provide to the Loan Facility Agent promptly following receipt, a copy of a duly executed deed of covenant in respect of estate services between Teal New Corby S.à r.l, Eurohub and Corby Management Company Limited. Rhombus Two S.à r.l. and deliver to the Loan Facility Agent, promptly following completion of the refurbishment works at its Property, a copy of an energy performance certificate showing a rating of "E" or better in respect of that Property.

(q) *Headleases*: an undertaking from each Obligor to (i) observe and perform in all material respects all covenants, undertakings, burdens, stipulations and obligations (other than the payment of any rent where such rent is not demanded by the landlord under each of the Headleases) on the lessee under the Headleases (other than where such observation and performance is the sole obligation of any tenant under any Occupational Lease and failure by the tenant to observe or perform will not constitute a forfeiture event under the Headlease); (ii) to use reasonable endeavours to ensure that each tenant under an Occupational Lease complies with all of its obligations under the applicable Headlease; (iii) to the extent in accordance with the principles of good estate management diligently enforce all covenants on the part of the lessor under the Headleases; (iv) if so required by the Loan Facility Agent, apply for relief against forfeiture of the Headleases; (v) not without the prior written consent of the Majority Lenders: waive, release or vary any material obligation under, or the terms of, or exercise any option or power to break or determine, in each case, the Headleases and (vi) not agree any increase in the rent payable under the Headleases without the prior written consent of the Majority Lenders (unless required under the terms of the relevant Headlease to do so).

Loan Events of Default

The following constitute **Loan Events of Default** pursuant to the Facility Agreement:

(a) *Non-payment*: failure to pay by any Obligor on the due date an amount then due and payable under the Finance Documents to which it is a party at the place at and in the currency in which it is expressed to be payable unless its failure to pay is caused by:

(i) administrative or technical error in the transmission of funds and such failure to pay is remedied within three Business Days of its due date; or

(ii) the Loan Facility Agent failing to make a payment or transfer out of the Rental Income Account in accordance with the provisions of the Facility Agreement in circumstances where the Rental Income Account contained sufficient funds to make all payments due and payable

under the Finance Documents on such date, in accordance with the Finance Documents, including as set out under the heading "*Bank accounts*".

(b) *Financial covenants*: breach by any Obligor of the financial covenants unless cured pursuant to an equity cure as described above.

(c) *Breach of certain other obligations*: breach by a Obligor of the provisions of the Facility Agreement relating to conditions subsequent, opening of control accounts, redundant accounts, account banks, control accounts generally, general accounts, withdrawals, miscellaneous accounts provisions, payment into control accounts, hedging, provision and contents of the compliance certificate, merger, negative pledge, disposals, financial indebtedness, treasury transactions, valuation, insurance and headlease.

(d) *Other obligations*: breach by a Obligor of the provisions of the Finance Documents (other than those referred to in paragraphs (a), (b) and (c) above), subject to a grace period of 21 days of the earlier of (i) the Loan Facility Agent giving notice to the Company of such failure and (ii) any Obligor becoming aware of the failure to comply.

(e) *Misrepresentation*: any representation or statement made or deemed to be made by a Obligor in the Finance Documents (other than in the case of a representation or statement in connection with ownership of obligors), any Hedge Document or in any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made by reference to the facts and circumstances then existing unless the failure to comply is capable of remedy and is remedied within 21 days of the earlier of (i) the Loan Facility Agent giving notice to the Company of such failure and (ii) any Obligor becoming aware of the failure to comply.

(f) *Cross-default*: (i) any Financial Indebtedness of any Obligor is not paid when due after the expiry of any originally applicable grace period, (ii) any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described), (iii) any commitment for any Financial Indebtedness of any Obligor is cancelled or suspended by a creditor of any Obligor as a result of an event of default (however described), or (iv) any creditor of any Obligor becomes entitled to declare any Financial Indebtedness of any Obligor due and payable prior to its specified maturity as a result of an event of default (however described), unless (in each case) the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness is less than £500,000 or its equivalent in any other currency or currencies.

(g) *Insolvency*: (i) any Obligor is or is deemed unable or admits inability to pay its debts as they fall due or is deemed to or declared to be unable to pay its debts or insolvent under applicable law, ceases or suspends making payments on any of its debts or announces any intention to do so (or is so deemed for the purposes of any law applicable to it) or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (other than any Finance Party) with a view to rescheduling any of its indebtedness, or (ii) any Obligor's indebtedness is subject to a moratorium.

(h) *Insolvency proceedings*: a Obligor is subject to any corporate action, legal proceedings or other procedure or step in relation to: (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or insolvent reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise); (ii) a composition, compromise, assignment or arrangement with any creditor (other than any Finance Party) for reasons of that Obligor's financial difficulty; (iii) the appointment of a provisional liquidator, liquidator, receiver, administrative receiver, administrator, compulsory or interim manager or other similar officer in respect of any Obligor or any of its assets; (iv) enforcement of any Security over any assets of any Obligor or (v) any analogous procedure or step in respect of an Obligor is taken in any jurisdiction (in each case except for proceedings or actions which are frivolous or vexatious and contested in good faith and discharged, stayed, recalled or dismissed within 21 days of commencement).

(i) *Creditors' process*: any expropriation, conservatory or executory seizure or attachment, sequestration, distress or execution (including by way of executory attachment or interlocutory attachment or any analogous process in any jurisdiction) (each a **Creditors' Process**) affects any asset or assets of an Obligor and such Creditors' Process has (when aggregated with the value of each other Creditors' Process outstanding at that time) an aggregate value in excess of £500,000 (or its equivalent in other currencies) and is not discharged, stayed or dismissed within 21 days of commencement.

(j) *Unlawfulness and invalidity*: (i) it is or becomes unlawful for any party (other than any Finance Party) to perform any of its obligations under the Finance Documents or any Loan Security created or expressed to be created or evidenced by the Loan Security Documents to which it is a party ceases to be effective or is or becomes unlawful, (ii) any material obligation or material obligations of any party (other than any Finance Party) under any Finance Document to which it is a party is or are not or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Finance Parties under the Finance Documents or (iii) any Finance Document ceases to be in full force and effect or any Loan Security becomes unlawful or ineffective or is alleged by a party to it (other than a Finance Party) to be ineffective or, subject to the Loan Legal Reservations, ceases to be legal, valid, binding or enforceable.

(k) *Repudiation*: any Obligor rescinds or repudiates a Finance Document to which it is a party or any of the Loan Security to which it is a party or evidences an intention to rescind or repudiate a Finance Document or any Loan Security to which it is a party.

(l) *Cessation of business*: any Obligor ceases (or threatens to cease) to carry on all or a substantial part of its business.

(m) *Litigation*: any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes (including, without limitation any Environmental Claim, any claim in relation to taxes and any adverse claims by any person in respect of the ownership of the Property or any interest in it) are commenced or threatened against any Obligor or its assets which is reasonably likely to be adversely determined against that Obligor or its assets and if so adversely determined would have a Material Adverse Effect.

(n) *Compulsory purchase*: any Expropriation occurs and such Expropriation would have a Material Adverse Effect (taking into account, for these purposes, the insurance policy relating to that Property, any Permitted Capex Project which has been enacted and/or any prepayment of the Whole Loan made or in respect of which notice of prepayment has been provided to the Loan Facility Agent (provided that such prepayment is made within 20 Business Days of the issuance of such notice) in connection with such Expropriation).

(o) *Major damage*: any part of a Property is destroyed or damaged (each a **Major Damage**) and such destruction or damage would have a Material Adverse Effect (taking into account, for these purposes, the insurance policy relating to that Property, any Permitted Capex Project which is necessary to ensure that no Major Damage occurs (which can be funded from amounts standing to the credit of the General Accounts and any Excluded Insurance Proceeds that the relevant insurer has committed to advance under any insurance policy) which has been contracted and/or any prepayment of the Whole Loan made or in respect of which notice of prepayment has been provided to the Loan Facility Agent (provided that such prepayment is made within 20 Business Days of the issuance of such notice) in connection with such Major Damage).

(p) *Material adverse change*: any event or circumstance occurs which has a Material Adverse Effect.

(q) *Asset management agreement fees*: at any time, fees under asset management agreements entered into by Obligors which are due and payable but unpaid exceed in aggregate an amount equal to the aggregate amount of fees that would accrue in any 12 month period under such asset management agreements.

(r) *Headleases*: forfeiture or irritancy proceedings with respect to a Headlease are commenced or a Headlease is forfeited unless (i) in the case of forfeiture proceedings, such proceedings are stayed, dismissed or otherwise discharged within 21 days of commencement or (ii) the Company procures that an amount equal to the Release Price of the Property which is the subject of that Headlease, is prepaid within 20 Business Days of, in the case of forfeiture proceedings, commencement of such forfeiture proceedings or, in the case of a forfeiture, such forfeiture.

Any Loan Event of Default and any event which would be (with the expiry of any grace period, the giving of notice or the making of any determination under the Finance Documents or any combination of them) a Loan Event of Default are both referred to as a **Potential Loan Event of Default**.

Acceleration

The Facility Agreement provides that if a Loan Event of Default is continuing, the Loan Facility Agent may, and must do so if instructed by the Majority Lenders, by notice to the Company: (i) cancel the total commitments under the Facility Agreement whereupon they shall immediately be cancelled and any fees payable under the Finance Documents in connection with the commitments shall be immediately due and payable, (ii) declare that all or part of the Whole Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable, (iii) declare that all or part of the Whole Loan be payable on demand, whereupon they shall immediately become payable on demand by the Loan Facility Agent (acting on the instructions of the Majority Lenders), (iv) enforce or direct the Loan Security Agent to enforce the Loan Security or exercise any or all of its rights, remedies, powers or discretions under any of the Finance Documents, and/or provide an estimate, made in good faith, of any amount which, in its reasonable opinion, is likely to become due and payable from any Obligor pursuant to any guarantee or indemnity given under Facility Agreement and declare that amount to be immediately due and payable or to be payable on demand, at which time such sum shall become immediately due and payable or, as the case may be, payable on demand.

Partial payments and Recovery Proceeds

If the Loan Facility Agent receives a payment (a **Payment**) for application against amounts due in respect of any Finance Documents that is insufficient to discharge all the amounts then due and payable by a Obligor under those Finance Documents, the Loan Facility Agent shall apply that Payment towards the obligations of that Obligor under those Finance Documents in the following order:

(a) *first*, in or towards, payment pro rata and *pari passu* of any unpaid costs, fees and expenses due to the Loan Security Agent (including any due to any receiver or Delegate), the Loan Facility Agent and the Loan Mandated Lead Arranger under the Finance Documents;

(b) *secondly*, in or towards payment pro rata of any unpaid costs, fees and expenses due to the Finance Parties (other than the Loan Security Agent, any receiver or any Delegate, the Loan Facility Agent and the Loan Mandated Lead Arranger) under the Finance Documents;

(c) *thirdly*, in or towards payment pro rata of all accrued interest due and payable to the Lenders under the Finance Documents;

(d) *fourthly*, in or towards payment pro rata of the Whole Loan to the extent due and payable to the Lenders;

(e) *fifthly*, all other Secured Liabilities; and

(f) *sixthly*, to the relevant Obligor.

For the purpose of calculating any person's share of any sum payable to or by it, the Loan Facility Agent shall be entitled to notionally convert the Secured Liabilities owed to any person into the base currency, that notional conversion to be made at the spot rate of exchange.

Amendments and waivers

Subject to the below, any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Company and any such amendment or waiver will be binding on all parties to the Facility Agreement. The Loan Facility Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted below and the Company may effect, as agent of each Obligor, any amendment or waiver permitted as below.

The Facility Agreement provides that any amendment or waiver that has the effect of changing or which relates to:

(a) any change to the definition of Majority Lenders in the Facility Agreement;

(b) an extension to the date of payment of any amount under the Finance Documents (other than the extension of the Final Loan Repayment Date to the first Loan Payment Date falling after the fourth anniversary of the Utilisation Date (the **First Extended Loan Repayment Date**) or the first Loan

Payment Date falling after the fifth anniversary of the Utilisation Date (the **Second Extended Loan Repayment Date**) in accordance with the terms of the Finance Documents);

(c) any release of any Obligor from any Loan Security or any guarantee except as expressly contemplated by the Finance Documents;

(d) (other than as expressly permitted by the provisions of any Finance Document) a change to the Borrowers or Guarantors other than in accordance with the Facility Agreement;

(e) a reduction in the margin on the Whole Loan or a reduction in the amount of any payment of principal pursuant to the repayment provisions of the Facility Agreement, interest, fees or commission payable;

(f) an increase in, or an extension of, any commitment or the total commitments (other than the extension of the Final Loan Repayment Date to the First Extended Loan Repayment Date or Second Extended Loan Repayment Date in accordance with the terms of the Finance Documents);

(g) any provision which expressly requires the consent of all the Lenders;

(h) the provision of the Facility Agreement relating to the Finance Parties' rights and obligations or the provision of the Facility Agreement relating to amendments and waivers;

(i) (except as expressly contemplated by the Finance Documents) the nature or scope of: (i) the guarantee and indemnity granted under the Facility Agreement, (ii) all of the assets of the members of the Borrower Group and from time to time are, or are expressed be, the subject of the Loan Security (except insofar as it relates to a disposal of an asset which is the subject of the Loan Security where such disposal is expressly permitted by the provisions of any Finance Document), or (iii) the manner in which the proceeds of enforcement of the Loan Security are distributed;

(j) (other than as expressly permitted by the provisions of any Finance Document) the release of any guarantee and indemnity granted under the Facility Agreement or of any Loan Security;

(k) any amendment to the order of priority or subordination or the order of distribution of proceeds in the event of enforcement of Security set out in the Facility Agreement or in the Subordination Agreement;

(l) a change in the currency of payment of any amount under the Finance Documents; or

(m) any requirement that a cancellation of commitments reduces the commitments rateably under the Whole Loan,

shall not be made, or given, without the prior consent of all the Lenders (other than, following the transfer of the Loan Seller's commitments under the Securitised Loan and participations in the Securitised Loan to another entity in connection with a Securitisation and for so long as those commitments and/or participations remain outstanding, the Loan Seller).

In addition, an amendment or waiver which relates to the rights or obligations of the Loan Facility Agent, the Loan Security Agent or the Loan Mandated Lead Arranger may not be effected without the consent of the Loan Facility Agent, the Loan Security Agent or the Loan Mandated Lead Arranger (each acting in those respective capacities and not on the instruction of the Lenders), as the case may be.

For the avoidance of doubt:

(i) any fee letter entered into pursuant to the Facility Agreement may be amended with the agreement of the parties to it and no amendment or waiver of a term of any fee letter shall require the consent of any person other than any such person which is party to that fee letter;

(ii) a Loan Event of Default or Potential Loan Event of Default may be waived with the consent of the Majority Lenders; and

(iii) without prejudice to the Loan Facility Agent's discretion to refrain from taking action without instructions from the Majority Lenders, any term of the Finance Documents may be amended or waived by the Company and the Loan Facility Agent without the consent of any other party to the Facility Agreement if that amendment or waiver is:

(A) to cure defects or omissions, resolve ambiguities or inconsistencies or reflect changes of a minor, technical or administrative nature;

(B) otherwise for the benefit of all or any of the Lenders.

If a Lender does not accept or rejects a request from the Company (or the Loan Facility Agent on behalf of the Company) for any consent, amendment, release or waiver under the Finance Documents before the later of:

(i) 5.00 p.m. London time on the date falling fifteen Business Days from the date of such request being made (unless any other period of time is specified by the Company with the prior agreement of the Loan Facility Agent); and

(ii) the time for Lenders to respond as specified in that request,

that Lender's participations and commitments shall not be included when considering whether the consent of the Majority Lenders or all Lenders (as applicable) has been obtained in respect of that request, amendment, release or waiver.

Notwithstanding any other provision of any Finance Document, the Facility A Loan and the Facility B Loan will at all times be treated equally for the purpose of all Finance Documents and will at all times have the same terms and conditions. Any amendment, waiver or other consent which is granted by one or more Lenders constituting the Majority Lenders, all Lenders or other relevant group of Lenders in respect of or in connection with any facility will be deemed to apply to both the Facility A Loan and the Facility B Loan (notwithstanding the terms of such amendment, waiver or other consent) so that if the terms of the Facility A Loan are amended or waived or otherwise affected by a decision of one or more Lenders constituting the Majority Lenders, all Lenders or other relevant group of Lenders, a corresponding amendment, waiver or decision will be deemed to apply to the Facility B Loan (or vice versa). In case of a split, re-designation or replacement of a facility (or a mechanic having a similar result), this provision will also apply to such split, re-designated or replacement facility/ies as if references to the Facility A Loan and the Facility B Loan were references to such split, re-designated or replacement facility/ies. Any amendment, waiver or other consent which relates to, or has the effect of changing, this paragraph may not be made without the consent of the Loan Seller.

For so long as a Lender is a Defaulting Lender, unless otherwise agreed with the Company, that Lender's participations and commitments shall not be included when considering whether the approval of the Majority Lenders, all Lenders or any other class of Lenders (as applicable) has been obtained in respect of any request from any member of the Borrower Group (or the Loan Facility Agent on behalf of any member of the Borrower Group or otherwise) for any consents, amendment, release, instruction or waiver under any of the Finance Documents. A **Defaulting Lender** is (a) a Lender which has failed to make its participation in the Whole Loan available (or has notified the Loan Facility Agent or the Company (which has notified the Loan Facility Agent) that it will not make its participation in the Whole Loan available) by the Utilisation Date of the Whole Loan in accordance with the Facility Agreement; (b) a Lender which has rescinded or repudiated a Finance Document; and/or (c) a Lender with respect to which an Insolvency Event has occurred.

Debt Purchases by Investor Affiliates

No member of the Borrower Group may (a) acquire (including by way of sub-participation) any commitments or any portion of the Whole Loan, or (b) beneficially own all or part of any person that is a Lender or which acquires (including by way of sub-participation) any commitments or any portion of the Whole Loan.

Investor Affiliates are not prohibited from acquiring commitments or a portion of the Whole Loan, or an interest through sub-participation or a similar arrangement, but, if they do so, they are "disenfranchised" and are not permitted to exercise voting rights in respect of the commitments or the Whole Loan held by it, receive any tax gross up or increased costs indemnity, attend or participate in meetings or conference calls organised by the Finance Parties or receive any communication or document for the benefit of the Lenders (other than of an administrative nature). The Lenders are obliged to notify the Loan Facility Agent if they enter into a debt purchase transaction with an Investor Affiliate or if such a transaction is terminated or ceases to be with an Investor Affiliate.

LOAN SECURITY

The Whole Loan is secured by the Loan Security Documents. The security in relation to the Whole Loan created by the Loan Security Documents and other security documents under the Whole Loan is referred to as the **Loan Security**. The **Loan Security Documents** are:

(a) the English Security Agreements;

(b) the Luxembourg Security Agreements,

(c) the Jersey Security Agreements;

(d) the Guernsey Security Agreements;

(e) the Scottish Security Agreements; and

(f) any other document entered into at any time by an Obligor creating any guarantee, indemnity security or other assurance against financial loss in favour of any of the Finance Parties as security for any of the Secured Liabilities.

Loan Security

Creation of security

The obligations of the Obligors under the Finance Documents will be secured by the following security interests created under the Loan Security Documents:

(a) *English law security*

The following English law security agreements were entered into on 12 June 2015 as security agreements between the Obligors and the Loan Security Agent (the **English Security Agreement**).

Under the English Security Agreement, the Obligors granted the following security (to the exclusion of any present and future assets subject to security under any other Loan Security Document):

(i) a first legal mortgage or first fixed charge, as applicable, over all its estates or interests in any freehold or leasehold property owned by it as at the date of the relevant English Security Agreement or subsequently owned by it;

(ii) a first fixed charge over its interests in all shares, stocks, debentures, bonds or other securities or investments owned by it or held by any nominee on its behalf, including, in particular, shares in the English Obligors;

(iii) a first fixed charge over all plant and machinery owned by it and its interest in any plant or machinery in its possession;

(iv) a first fixed charge over all of its rights in respect of any amount standing to the credit of any account held by it located in England and Wales and the debt represented by it;

(v) a first fixed charge over all of its book and other debts, all other monies due and owing to it, all amounts which it may receive or has received under any document where rights can be secure without the consent of a party to that document and the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any of the foregoing;

(vi) a first fixed charge over all its rights under any collateral warranty and any construction contract to the extent permissible, to grant such a first fixed charge in accordance with the terms of the relevant collateral warranty or construction contract;

(vii) an absolute assignment, subject to a proviso for re-assignment on redemption, of all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest and in each case which is governed by English law and all monies payable and all monies paid to it under or in respect of all such contracts of insurance;

(viii) an absolute assignment, subject to a proviso for re-assignment on redemption, of all its rights under any Hedge Document;

(ix) an absolute assignment, subject to a proviso for re-assignment on redemption, of all its rights under each Lease, in respect of all Rental Income, under any guarantee of Rental Income contained in or relating to any Lease, under each appointment of a Property Manager, under each appointment of an Asset Manager, under any agreement relating to the purchase of a Property by a chargor and under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this provision;

(x) a first fixed charge over any beneficial interest, claim or entitlement it has in any pension fund, its goodwill, the benefit of any authorisation held in connection with its use of any security asset, the right to recover and receive compensation which may be payable to it in respect of any such authorisation and its uncalled capital; and

(xi) a first floating charge over all its assets not otherwise effectively mortgaged, charged or assigned by way of a first mortgage, charge or assignment under the English Security Agreement, except for any assets which are subject to any security interest created under any other Loan Security Document,

(together, the **English Security Agreements**).

(b) *Luxembourg law security*

The following Luxembourg law security agreements were entered into on 12 June 2015:

(i) each Obligor granted a pledge, in favour of the Loan Security Agent, over all monies, claims etc. held, deposited in or standing to the credit of any account held by it located in Luxembourg;

(ii) each Obligor has granted a pledge, in favour of the Loan Security Agent, over the receivables owed to it by any other Obligor, under certain intra-group loan agreements; and

(iii) each relevant Obligor has granted, in favour of the Loan Security Agent, a pledge over the shares it owns in each Luxembourg Obligor,

(together, the **Luxembourg Security Agreements**).

(c) *Jersey law security*

The following Jersey law security agreements were entered into on 12 June 2015:

(i) a general security interest agreement between the Jersey Obligor and the Loan Security Agent relating to present and after-acquired Jersey-situs intangible movable property. Pursuant to each such agreement, the Jersey Obligor created a security interest under the Security Interests (Jersey) Law 2012 in or over all of its present and future rights, title and interest in and to all present and future intangible movable property of any nature or description whatsoever situated in Jersey or otherwise subject to Jersey law; and

(ii) each Obligor that holds units in the JPUT entered into a security interest agreement with the Loan Security Agent relating to units and contract rights pursuant to subordinated loan agreements. Pursuant to this agreement, the relevant Obligors created a security interest under the Security Interests (Jersey) Law 2012 in or over all of its present and future rights, title and interest in and to:

(A) all units in the JPUT which were on the date of the relevant security agreement issued to and registered in the name of the relevant Obligors and which may at any time on or after the date of the security interest agreement be issued to and registered in the name of the relevant Obligors;

(B) all property and proceeds related to the units; and

(C) any intercompany loan agreements made to the trustees of the JPUT and any proceeds relating thereto,

(together, the **Jersey Security Agreements**).

(d) *Guernsey law security*

The following Guernsey law security agreements were entered into on 12 June 2015:

(i) a security interest agreement between Rhombus Bidco S.à r.l. and the Loan Security Agent relating to the issued shares in Rhombus No.1 Limited, a security interest agreement between Rhombus Bidco S.à r.l. and the Loan Security Agent relating to the issued shares in Rhombus No.2 Limited and a security interest agreement between Rhombus No.2 Limited and the Loan Security Agent relating to the issued shares in Rhombus No.4 Limited. Pursuant to each security interest agreement, the relevant Obligors created a security interest under the Security Interests (Guernsey) Law, 1993, in or over all of its present and future rights, title and interest in and to:

(A) all shares in the relevant Guernsey Obligor which were on the date of the relevant security interest agreement issued to and registered in the name of the relevant Obligor and which may at any time on or after the date of the security interest agreement be issued to and registered in the name of the relevant Obligor; and

(B) all property and proceeds relating to such shares,

(together, the **Guernsey Security Agreements**).

(e) *Scots law security*

The following Scots law security agreements were granted on 10 June 2015 by Rhombus Four S.a r.l in favour of the Loan Security Agent (the **Scottish Security Agreements**):

(i) a standard security over Rhombus Four S.à r.l's interest in the Property located in Scotland;

(ii) an assignation of rents, in respect of the rental income due to Rhombus Four S.à r.l in terms of the leases of the Property located in Scotland; and

(iii) a Scots law bond and floating charge over all of Rhombus Four S.à r.l's present and future assets located in Scotland or otherwise governed by Scots law.

Trust arrangements

Pursuant to the Facility Agreement, the Loan Security Agent holds security created by a Loan Security Document in its favour on trust for the Finance Parties on the terms of the Facility Agreement.

Enforceability

The security under the English Security Agreements is expressed to be immediately enforceable if a Loan Event of Default occurs and is continuing.

The security under the Luxembourg Security Agreements is expressed to be enforceable following the occurrence of a Loan Event of Default which is continuing.

The security under the Jersey Security Agreements is expressed to be enforceable if a Loan Event of Default occurs and is continuing and the Loan Security Agent has served a notice on the relevant Obligor specifying such Loan Event of Default.

The security under the Guernsey Security Agreements is expressed to be enforceable if a Loan Event of Default occurs and is continuing and the Loan Security Agent has served a notice on the relevant Obligor specifying such Loan Event of Default.

The security under the Scottish Security Agreements is expressed to be enforceable if a Loan Event of Default occurs and is continuing.

Refer to the section entitled "*Risk factors*" as to the enforceability generally of security in each of those jurisdictions.

INTER-COMPANY LENDING ARRANGEMENTS

Inter-company lending arrangements

The inter-company loan agreements are subject to the terms of the Subordination Agreement. Accordingly, each loan made pursuant to an inter-company loan agreements constitutes a subordinated obligation of the borrowing entity. The lending entity's right to repayment of that loan ranks subordinate in rights of payment and repayment to that of all other indebtedness of the borrowing entity (including the Senior Debt).

Subordination Agreement

Pursuant to the terms of the Subordination Agreement, the Subordinated Creditors agree that all Subordinated Debt is subordinate in right of payment to all liabilities payable or owing by any Obligors to a Finance Party under or in connection with the Finance Documents (the **Senior Debt**). Payment of any amount of Subordinated Debt (except in the case of a Permitted Distribution) is conditional upon each Obligor having irrevocably paid in full all of the Senior Debt.

THE STRUCTURE OF THE OBLIGOR ACCOUNTS

The Obligors have opened, and are obliged to maintain the following accounts (together with all other accounts which are required or permitted to be opened by the Obligors pursuant to the Facility Agreement, the **Obligor Accounts**):

(a) *a Rental Income Account*: each Borrower must open and maintain a Rental Income Account in England. The Loan Security Agent has sole signing rights in respect of this account. Net Rental Income, the proceeds of any insurance policy in respect of operating losses or loss of rent, amounts payable to it under any Hedge Document and certain disposal proceeds which are not required to be applied in prepayment are to be paid into the Rental Income Accounts. The Loan Security Agent may withdraw amounts from the Rental Income Accounts to (i) meet amounts due under a Headlease and (ii) make certain payments on each Loan Payment Date.

(b) *a Prepayment Account*: the Loan Security Agent has sole signing rights in respect of this account. All Permitted Property Disposal Prepayment Proceeds, Insurance Proceeds (other than in respect of operating losses, loss of rent or such proceeds paid directly to the Loan Facility Agent or the Loan Security Agent), Recovery Proceeds and Expropriation Proceeds are to be deposited into the Prepayment Account. On each Loan Payment Date, such amounts are applied in prepayment of the Whole Loan in accordance with the Facility Agreement.

(c) *a Cash Trap Account*: the Loan Security Agent has sole signing rights in respect of this account. Amounts are to be transferred to the Cash Trap Account from the Rental Income Accounts in accordance with the Facility Agreement. In certain circumstances, amounts standing to the credit of the Cash Trap Account are to be used to prepay the Whole Loan in accordance with the Facility Agreement. In other circumstances amounts standing to the credit of the Cash Trap Account are to be released and transferred to the Company's General Account.

(d) *an Equity Cure Account*: the Loan Security Agent has sole signing rights in respect of this account. Equity cure payments are to be paid to the Equity Cure Account in accordance with the Facility Agreement. Depending on the circumstances at the relevant time, certain amounts standing to the credit of the Equity Cure Account are either to be used to prepay the Whole Loan or released and transferred to the Company's General Account.

(e) *a Hedge Collateral Account*: except when a Loan Event of Default is continuing, each Obligor has signing rights in relation to its Hedge Collateral Account. Any collateral posted by a Hedge Counterparty under a Hedge Document are to be posted directly into the Hedge Collateral Account. Except where a Loan Event of Default is continuing, the relevant Obligor may withdraw any amount or securities from its Hedge Collateral Account for the purpose of payment or delivery to a Hedge Counterparty of any amounts or securities that are payable or deliverable to that Hedge Counterparty or in transfer to the Rental Income Account of any amounts or securities payable or deliverable to the Company. If a Loan Event of Default is continuing the relevant Obligor may be permitted to withdraw or releases funds from its Hedge Collateral Account to make a payment or delivery to a Hedge Counterparty of amounts or deliverables that are payable or deliverable to that Hedge Counterparty in accordance with the terms of the relevant Hedge Documents.

Hedge Counterparty means any bank or financial institution party to a Hedge Document.

Hedge Document means each of the present or future documents entered into by any Obligor and a Hedge Counterparty evidencing or relating to the hedging transactions.

(f) *a General Account*: except when a Loan Event of Default is continuing, each Obligor has signing rights in relation to its General Account. The Loan Security Agent will transfer certain amounts to the General Accounts from the Rental Income Accounts in accordance with the waterfall applied to the Rental Income Accounts under the Facility Agreement. Except when a Loan Event of Default is continuing and subject to certain restrictions, an Obligor may withdraw any amount from its General Account for any purpose (including, without limitation, making a Permitted Distribution).

No Obligor may, without the prior consent of the Loan Facility Agent, maintain any other bank account.

At any time when a Loan Event of Default is continuing, the monies standing to the credit of a Control Account may be applied by the Loan Security Agent in or towards any purpose for which moneys in any Control Account may be applied provided that the Loan Security Agent may only withdraw amounts from a Hedge Collateral Account for such purposes and the relevant hedging transactions have been closed out or terminated and any assets or securities or deliverables to the Hedge Counterparty under the relevant Hedge Document have been paid or delivered.

See the section entitled "*Bank accounts*" within the "*Description of the Facility Agreement*" for further details on the Obligor Accounts.

DESCRIPTION OF THE LOAN HEDGING AGREEMENT

With a view to protecting the Borrowers against certain increases in the interest rate payable under the Whole Loan due to fluctuations in LIBOR, the Company has entered into an interest rate cap transaction (the **Initial Interest Rate Cap Transaction**) with US Bank National Association (the **Initial Cap Provider**) in relation to the Whole Loan, evidenced by a long-form confirmation dated 30 June 2015 (the **Initial Interest Rate Cap Confirmation**).

The Initial Interest Rate Cap Confirmation is deemed to incorporate and be subject to the terms of a 2002 ISDA Master Agreement (the **ISDA Form Master**), subject to the modifications provided for in Annex A of the Initial Interest Rate Cap Confirmation, which is deemed to constitute a "Schedule" for the purposes of the ISDA Form Master. The Initial Cap Provider and the Company have also entered into a collateral agreement in the form of a 1995 ISDA Credit Support Annex (Bilateral Form – Transfer), which supplements and forms part of the deemed ISDA Master Agreement governing the Initial Interest Rate Cap Transaction (the **CSA**, and together with the Initial Interest Rate Cap Confirmation and the ISDA Form Master, the **Loan Hedging Agreement**). The Initial Interest Rate Cap Confirmation also incorporates by reference the definitions and provisions contained in the 2006 ISDA Definitions (the **Definitions**) as published by the International Swaps and Derivatives Association, Inc.

The Initial Interest Rate Cap Transaction

Pursuant to the Initial Interest Rate Cap Transaction, on each Loan Payment Date under the Facility Agreement, the Initial Cap Provider will be required to pay an amount equal to the excess (if any) of the rate of interest (set by reference to three-month LIBOR) above a specified strike rate of:

(a) in respect of the period from 14 June 2015 until (and including) 22 May 2018, 3.00 per cent. per annum; and

(b) in respect of the period from (but excluding) 22 May 2018 until (and including) the 20 August 2018, 4.00 per cent. per annum,

multiplied by the notional amount of £646,000,000.00 in return for a fixed amount of £2,350,000.00 paid by the Company to the Initial Cap Provider on 2 July 2015. The termination date of the Initial Interest Rate Cap Transaction is 20 August 2018. A condition of the Loan Repayment Date being extended pursuant to the First Loan Extension Option or the Second Loan Extension Option is that hedging arrangements are put in place for the relevant extension period for an aggregate notional amount of not less than 95 per cent. of the outstanding principal amount of the Whole Loan on that day and having a term expiring on or after the First Extended Loan Repayment Date or the Second Extended Loan Repayment Date, as applicable.

Events of default and termination events

Under the Loan Hedging Agreement, the events of default in Section 5(a)(vi) (Cross Default) and the termination event in Section 5(b)(v) (Credit Event Upon Merger) of the ISDA Form Master do not apply to either the Company or the Initial Cap Provider. All other standard events of default and termination events set out in the ISDA Form Master are applicable to the Initial Cap Provider and the Company, subject to the immediately following paragraph.

If at any time one of the parties to the Initial Interest Rate Cap Transaction has satisfied in full all of its payment obligations thereunder and has no future payment or delivery obligations, the occurrence of any event of default under Section 5(a) of the ISDA Form Master with respect to such party shall not constitute an event of default or potential event of default with respect to such party and the other party shall be entitled to terminate the Initial Interest Rate Cap Transaction only as a result of the occurrence of a termination event in Section 5(b)(i) (Illegality) of the ISDA Form Master.

Consequences of a rating downgrade of the Initial Cap Provider

The Initial Cap Provider is required to maintain the following ratings:

(a) all of A-1 or better by S&P, F1 or better by Fitch and P-1 or better by Moody's in respect of short term instruments (if such rating agency provides a short term rating of the Initial Cap Provider); and

(b) all of A or better by Fitch and A2 or better by Moody's in respect of long term instruments or counterparty rating,

in each case where such long or short term instruments are unsecured debt instruments which are neither subordinated nor guaranteed (the **Required Ratings**).

Pursuant to the terms of the Loan Hedging Agreement, if the Initial Cap Provider fails to maintain the Required Ratings, then within 30 Business Days of such failure it must either: (i) post collateral in accordance with the terms of the CSA described below; or (ii) obtain a replacement counterparty which is reasonably acceptable to the Company and meets or exceeds the Required Ratings within 30 Business Days of such failure, with the Initial Cap Provider continuing to perform its obligations under the Initial Interest Rate Cap Transaction until such a replacement counterparty is in place. Failure to do so would constitute an Additional Termination Event (as defined in the Loan Hedging Agreement) in which case the Initial Cap Provider will be the sole Affected Party (as defined in the Loan Hedging Agreement), entitling the Company to terminate the Initial Interest Rate Cap Transaction.

Credit Support Annex

The CSA provides that, from time to time and subject to the conditions specified in the CSA, if the Initial Cap Provider fails to have the Required Ratings then it will transfer collateral to the Company in support of its obligations under the Loan Hedging Agreement. From time to time and subject to the conditions specified in the CSA, if the Initial Cap Provider once again has the Required Ratings or if the Initial Interest Rate Cap Transaction is terminated, the Company will be obliged to return such collateral in accordance with the terms of the Loan Hedging Agreement.

Collateral amounts that may be required to be posted by the Initial Cap Provider pursuant to the CSA may be delivered in the form of cash in sterling or any instrument denominated in sterling that is a "qualified investment" as determined in accordance with the Fitch Criteria. Any collateral so provided will be transferred into a Hedge Collateral Account. The Loan Security Agent may not enforce its security over such account, however, unless all transactions under the Loan Hedging Agreement have been terminated and any amounts owing to the Initial Cap Provider thereunder have been paid.

The Company has agreed to pay to the Initial Cap Provider the amount of any accrued interest which the Company actually receives on any swap collateral held in the Hedge Collateral Account.

Transfers

Neither the Initial Cap Provider nor the Company may assign its rights and obligations under the Loan Hedging Agreement without the express consent of the other party (such consent not to be unreasonably withheld or delayed), provided that the Initial Cap Provider consents to a collateral assignment of the Loan Hedging Agreement.

Tax

The standard two-way gross-up provisions of the ISDA Form Master are unamended.

Back-to-back arrangements

The Company proposes to enter into back-to-back interest rate cap arrangements with the Borrowers to pass on the benefit of the Initial Interest Rate Cap Transaction.

THE BORROWERS AND THE GUARANTORS

THE BORROWERS

The Luxembourg Borrowers

Each Luxembourg Borrower is a private limited liability company (*société à responsabilité limitée*) established under the laws of Luxembourg. Each Borrower established under the laws of Luxembourg is registered with the following number and established on the following date:

Company name	Registration number	Date of establishment
Rhombus One S.à r.l.	B167 225	29 February 2012
Rhombus Two S.à r.l.	B167 229	29 February 2012
Rhombus Four S.à r.l.	B167 231	29 February 2012
Rhombus Five S.à r.l.	B167 262	29 February 2012
Rhombus Six S.à r.l.	B167 265	29 February 2012
Rhombus Seven S.à r.l.	B167 266	29 February 2012
Rhombus Eight S.à r.l.	B167 268	29 February 2012
Rhombus Nine S.à r.l.	B167 270	29 February 2012
Rhombus Ten S.à r.l.	B167 272	29 February 2012
Rhombus Eleven S.à r.l.	B167 273	29 February 2012
Rhombus Twelve S.à r.l.	B167 275	29 February 2012
Rhombus Thirteen S.à r.l.	B167 371	29 February 2012
Rhombus Fourteen S.à r.l.	B167 373	29 February 2012
Diamond One S.à r.l.	B170362	8 July 2012
Diamond Two S.à r.l.	B171660	19 September 2012
Diamond Three S.à r.l.	B171705	19 September 2012
Diamond Four S.à r.l.	B168974	15 May 2012
Diamond Six S.à r.l.	B168988	11 October 2012
Diamond Seven S.à r.l.	B173014	23 November 2012
Diamond Eight S.à r.l.	B173560	07 December 2012
Diamond Nine S.à r.l.	B173936	08 December 2012
Diamond Ten S.à r.l.	B177274	26 April 2013
Teal New Brackmills S.à r.l.	B196.888	08 May 2015
Teal New Darlaston S.à r.l.	B196.867	08 May 2015
Teal New Hams Hall S.à r.l.	B196.869	08 May 2015
Teal New Houghton Main S.à r.l.	B196.877	08 May 2015

Company name	Registration number	Date of establishment
Teal New Huntingdon S.à r.l.	B196.879	08 May 2015
Teal New Corby S.à r.l.	B196.859	08 May 2015
Teal New Glasshoughton S.à r.l.	B196.864	08 May 2015
Teal Voltaic S.à r.l.	B168968	15 May 2015
Teal New Rugeley S.à r.l.	B196.911	08 May 2015
Teal New Doncaster S.à r.l.	B196.865	08 May 2015
Teal New Kingston Park S.à r.l.	B196.866	08 May 2015

(together, the **Luxembourg Borrowers**).

The registered office of each Luxembourg Borrower is 2-4, rue Eugène Ruppert, L-2453 Luxembourg.

The English Borrower

The English Borrower is a private limited liability company incorporated under the laws of England and Wales. The English Borrower was incorporated on 24 July 2003. Rhombus No.3 Limited (the **English Borrower**) was incorporated under registration number 04843606.

The registered office of the English Borrower is 36 Carnaby Street, 3rd Floor, London, W1F 7DR.

THE GUARANTORS

The Luxembourg Guarantors

Each Luxembourg Guarantor is a private limited liability company (*société à responsabilité limitée*) established under the laws of Luxembourg. Each Guarantor established under the laws of Luxembourg is registered with the following number and established on the following date:

Company name	Registration number	Date of establishment
UK Logistics Pledgeco I S.à r.l.	B196.682	04 May 2015
UK Logistics Holdco I S.à r.l.	B196.717	04 May 2015
Rhombus Bidco S.à r.l.	B166 522	29 January 2012
Rhombus One S.à r.l.	B167 225	29 February 2012
Rhombus Two S.à r.l.	B167 229	29 February 2012
Rhombus Three S.à r.l.	B167 257	29 February 2012
Rhombus Four S.à r.l.	B167 231	29 February 2012
Rhombus Five S.à r.l.	B167 262	29 February 2012
Rhombus Six S.à r.l.	B167 265	29 February 2012
Rhombus Seven S.à r.l.	B167 266	29 February 2012
Rhombus Eight S.à r.l.	B167 268	29 February 2012
Rhombus Nine S.à r.l.	B167 270	29 February 2012
Rhombus Ten S.à r.l.	B167 272	29 February 2012

Company name	Registration number	Date of establishment
Rhombus Eleven S.à r.l.	B167 273	29 February 2012
Rhombus Twelve S.à r.l.	B167 275	29 February 2012
Rhombus Thirteen S.à r.l.	B167 371	29 February 2012
Rhombus Fourteen S.à r.l.	B167 373	29 February 2012
Diamond BidCo S.à r.l.	B170342	18 July 2012
Diamond One S.à r.l.	B170362	8 July 2012
Diamond Two S.à r.l.	B171660	19 September 2012
Diamond Three S.à r.l.	B171705	19 September 2012
Diamond Four S.à r.l.	B168974	15 May 2012
Diamond Six S.à r.l.	B168988	11 October 2012
Diamond Seven S.à r.l.	B173014	23 November 2012
Diamond Eight S.à r.l.	B173560	07 December 2012
Diamond Nine S.à r.l.	B173936	08 December 2012
Diamond Ten S.à r.l.	B177274	26 April 2013
New Teal BidCo S.à r.l.	B196.835	06 May 2012
Teal New Brackmills S.à r.l.	B196.888	08 May 2015
Teal New Darlaston S.à r.l.	B196.867	08 May 2015
Teal New Hams Hall S.à r.l.	B196.869	08 May 2015
Teal New Houghton Main S.à r.l.	B196.877	08 May 2015
Teal New Huntingdon S.à r.l.	B196.879	08 May 2015
Teal New Corby S.à r.l.	B196.859	08 May 2015
Teal New Glasshoughton S.à r.l.	B196.864	08 May 2015
Teal New Rugeley S.à r.l.	B196.911	08 May 2015
Teal New Doncaster S.à r.l.	B196.865	08 May 2015
Teal New Kingston Park S.à r.l.	B196.866	08 May 2015
Teal Brackmills S.à r.l.	B81225	08 March 2001
Teal Darlaston S.à r.l.	B70944	06 July 1999
Teal Hams Hall S.à r.l.	B70890	06 July 1999
Teal Houghton Main S.à r.l.	B102104	22 July 2004
Teal Huntingdon S.à r.l.	B70893	06 July 1999
Teal Corby S.à r.l.	B78060	21 September 2000

Company name	Registration number	Date of establishment
Teal Doncaster S.à r.l.	B168987	15 May 2012
Teal Rugeley S.à r.l.	B168989	15 May 2012
Teal Voltaic S.à r.l.	B168968	15 May 2012
Teal Glasshoughton S.à r.l.	B133254	08 October 2007

(together, the **Luxembourg Guarantors**).

The registered office of each Luxembourg Guarantor is 2-4, rue Eugène Ruppert, L-2453 Luxembourg.

The English Guarantors

Each English Guarantor is a private limited liability company incorporated under the laws of England and Wales. Each Guarantor incorporated under the laws of England and Wales was incorporated with the following registration number and incorporated on the following date:

Company Name	Registration number	Date of incorporation
Rhombus No.3 Limited	04843606	24 July 2003
Teal Wakefield No.1 Limited	04237338	19 June 2001
Teal Wakefield No.2 Limited	04335048	05 December 2001
Teal Corby Limited	04216209	14 May 2001
Teal Kingston Park Limited	05477649	10 June 2005
Hardwick (Doncaster) Property Company Limited	05510370	15 July 2005
Rugeley G Park Limited	06408282	24 October 2007
Dagenham Limited	05688533	26 January 2006

(together, the **English Guarantors**).

The registered office of each English Guarantor is 36 Carnaby Street, 3rd Floor, London, W1F 7DR.

The Jersey Guarantors

Each Jersey Guarantor is a private limited company incorporated under the laws of Jersey (in their capacity as joint trustees of The Lymedale Park Unit Trust, a property unit trust established on 22 February 2006 in accordance with Article 7(3) of the Trusts (Jersey Law) 1984) and registered with the following number and established on the following date:

Company Name	Registration number	Date of establishment
Pavilion Property Trustees Limited as joint trustee of the Lymedale Park Unit Trust	87660	11 May 2004
Pavilion Trustees Limited as joint trustee of the Lymedale Park Unit Trust	18478	01 April 1980

(together, the **Jersey Guarantors**).

The registered office of each Jersey Guarantor is 47 Esplanade, St Helier, Jersey JE1 0BD.

The Guernsey Guarantors

Each Guernsey Guarantor is a non-cellular company limited by shares incorporated under the laws of Guernsey and registered with the following number and incorporated on the following date:

Company name	Registration number	Date of incorporated
Rhombus No.1 Limited	51824	28 April 2010
Rhombus No.2 Limited	51783	21 April 2011
Rhombus No.4 Limited	53447	16 May 2011

(together, the **Guernsey Guarantors**).

The registered office of each Guernsey Guarantor is P.O. Box 25, Regency Court, Glategny Esplanade, St Peter Port, Guernsey GY1 3AP.

THE COMPANY

The Company is the sole shareholder of each of the Borrowers. The Company is a private limited liability company (*société à responsabilité limitée*) established under the laws of Luxembourg on 4 April 2015 with registered number RCS B196.682.

GENERALLY

The sole shareholder of each of the Borrowers is UK Logistics HoldCo I S.à r.l. The sole shareholder of UK Logistics HoldCo I S.à r.l. is the Company. Each of the Obligors is indirectly majority owned and controlled by BREP Funds.

Each Borrower is a limited purpose entity whose business consists of acquiring, owning, managing, financing, developing and letting any Property and activities directly related to the same.

Each Obligor has represented in the Facility Agreement that it has not traded or carried on any business since the date of its incorporation or establishment except for:

(a) entering into the Facility Transaction Documents (and effecting the transactions contemplated by the same) and the acquisition, ownership, management, financing, development and leasing of its interests in the Properties and activities directly related to the same; and

(b) in the case of an Obligor that is a Holding Company, effecting transactions in the administration and business of being a Holding Company and the ownership of subsidiaries.

Under the Facility Agreement, no Obligor is permitted to enter into any material agreement without the prior written consent of the Majority Lenders (not to be unreasonably withheld or delayed) other than:

(a) any Facility Transaction Document;

(b) any other agreement expressly permitted under any term of any Finance Document; and

(c) any agreement consistent with its business.

None of the Obligors has any employees.

Each Obligor has represented in the Facility Agreement that no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency are current or, to the best of each Borrower's knowledge (having made due enquiry appropriate and consistent for entities of a similar nature to the Obligors acting on transactions similar to those contemplated by the Facility Transaction Documents), pending against it or any of its Subsidiaries which if adversely determined would have a Material Adverse Effect.

THE SPONSOR

Blackstone is one of the world's leading investment firms. It seeks to create positive economic impact and long-term value for its investors, the companies in which it invests, and the communities in which it works. It does this by using extraordinary people and flexible capital to help companies solve problems. Its asset management businesses, with over $300 billion in assets under management, include investment vehicles focused on private equity, real estate, public debt and equity, non-investment grade credit, real assets and secondary funds, all on a global basis. Blackstone also provides various financial advisory services, including financial and strategic advisory, restructuring and reorganization advisory and fund placement services.

Blackstone is a global leader in real estate investing. Blackstone's real estate business was founded in 1991 and has more than $93 billion in investor capital under management. Blackstone's real estate portfolio includes hotel, office, retail, industrial and residential properties in the US, Europe, Asia and Latin America. Major holdings include Hilton Worldwide, Invitation Homes (single family homes), Logicor (pan-European logistics), SCP (Chinese shopping centres), and prime office buildings in the world's major cities. Blackstone real estate also operates one of the leading real estate finance platforms, including management of the publicly traded Blackstone Mortgage Trust (NYSE: BXMT).

Since late 2009, when markets appeared to be bottoming, Blackstone's real estate funds invested or committed to invest U.S.$40.9 billion in investor capital. Blackstone has been one of the most active investors in the logistics real estate space, having transacted on over 190 million of square feet in the last five years. Within Europe, Blackstone has transacted on 78 million of square feet in logistics real estate across 12 countries in the last three years, with the UK representing 19 per cent (in square feet) of the transaction volume.

THE ASSET MANAGER

Logicor Europe Limited (**Logicor**) was formed in 2012 as a portfolio company of Blackstone. Together with its affiliates, Logicor has quickly become one of the largest owners and operators of modern logistics and distribution warehouses in Europe, serving the logistics and distribution needs of retailers, manufacturers and third-party logistics solution-providers.

Logicor has successfully acquired 337 assets for 91.4 million square feet since its creation in early 2012, becoming a leading owner, investor and operator of modern logistics facilities across Europe. Already active in 12 different European countries, Logicor invests in modern, functional logistics facilities located in strategic, supply-constrained locations within major markets. Since the appointment of new CEO Mo Barzegar in early 2013, the Logicor team has grown to 58 members with offices in London, Paris, Warsaw, Amsterdam, Frankfurt and Madrid.

THE ISSUER

General

Logistics UK 2015 PLC (the **Issuer**) was incorporated in England and Wales on 16 June 2015 (registered number 9642322) as a public limited company under the Companies Act 2006. The registered office of the Issuer is at 35 Great St. Helen's, London EC3A 6AP. The telephone number of the Issuer's registered office is +44 (0)20 7398 6300. The share capital of the Issuer is £50,000, divided into 50,000 ordinary shares of £1 each, all of which are issued and paid up (49,999 as to £0.25 each and one fully paid up) and held by Issuer Holdco, a limited liability company. The Issuer has no subsidiaries.

Principal activities

The principal business of the Issuer is to raise or borrow money and to grant security over its assets for such purposes and to lend money with or without security.

Since its incorporation, the Issuer has not engaged in any activities other than those incidental to its incorporation and registration under the Companies Act 2006, the authorisation of the issue of the Notes and the Class X Certificates and of the other documents and matters referred to or contemplated in this Prospectus and matters which are incidental or ancillary to the foregoing. No financial statements for the Issuer have been made up as at the date of this Prospectus.

The Issuer will covenant to observe certain restrictions on its activities which are detailed in Condition 5 (*Covenants*).

There is no intention to accumulate surplus in the Issuer (other than amounts in respect of Issuer's Profit (being an amount equal to £1,200 per annum (the **Issuer's Profit**))).

Directors and secretary

The directors and a secretary of the Issuer and their respective business addresses and other principal activities are:

Name	Role	Business address	Other principal activities
SFM Directors Limited	Director	35 Great St. Helen's London EC3A 6AP	Acting as corporate directors for special purpose companies
SFM Directors (No.2) Limited	Director	35 Great St. Helen's London EC3A 6AP	Acting as corporate directors for special purpose companies
Claudia Wallace	Director	35 Great St. Helen's London EC3A 6AP	Acting as a director for special purpose companies
SFM Corporate Services Limited	Secretary	35 Great St. Helen's London EC3A 6AP	Acting as a secretary for special purpose companies

The Issuer has no employees.

The directors of SFM Directors Limited and SFM Directors (No.2) Limited and their principal activities are as follows:

Name	Business address	Principal activities
Jonathan Eden Keighley	35 Great St. Helen's, London EC3A 6AP	Director
Robert William Berry	35 Great St. Helen's, London EC3A 6AP	Director
John Paul Nowacki	35 Great St. Helen's, London EC3A 6AP	Director

Name	Business address	Principal activities
Claudia Wallace	35 Great St. Helen's, London EC3A 6AP	Director
Vinoy Nursiah	35 Great St. Helen's, London EC3A 6AP	Director
Helena Whitaker	35 Great St. Helen's, London EC3A 6AP	Director
Debra Parsall	35 Great St. Helen's, London EC3A 6AP	Director
Susan Abrahams	35 Great St. Helen's, London EC3A 6AP	Director
Michael Drew	35 Great St. Helen's, London EC3A 6AP	Company Secretary
Jennifer Jones	35 Great St. Helen's, London EC3A 6AP	Company Secretary
Aline Sternberg	35 Great St. Helen's, London EC3A 6AP	Company Secretary

Auditors

The auditors of the Issuer are KPMG Audit plc, who are chartered accountants and are a member firm of the Institute of Chartered Accountants in England and Wales and registered auditors qualified to practise in England and Wales.

Corporate Services Agreement

Pursuant to the terms of the agreement dated on or about the Closing Date between, among others, the Corporate Services Provider and the Issuer (the **Corporate Services Agreement**), the Corporate Services Provider will perform various management functions on behalf of the Issuer and the Issuer Holdco, including the provision of certain administrative, accounting and other services until termination of the Corporate Services Agreement. In consideration of the foregoing, the Corporate Services Provider receives various fees and other charges payable by the Issuer at rates agreed upon from time to time plus expenses.

The terms of the Corporate Services Agreement provide that:

(a) either party may terminate the Corporate Services Agreement upon the occurrence of certain stated events, including any material breach by the other party of its obligations under the Corporate Services Agreement which is not cured within 30 days from the date on which it was notified of such breach; and

(b) the Issuer may terminate the Corporate Services Agreement at any time by giving not less than 30 days' written notice to the Corporate Services Provider (with a copy of such notice to the Issuer Holdco).

Any such termination will not take effect until a replacement corporate services provider has been appointed.

ISSUER HOLDCO

General

Logistics UK 2015 Holdings Limited (**Issuer Holdco**) was incorporated in England and Wales on 16 June 2015 (registered number 9642365) as a limited liability company under the Companies Act 2006. The registered office of Issuer Holdco is at 35 Great St. Helen's, London EC3A 6AP. The telephone number of Issuer Holdco's registered office is +44 (0)20 7398 6300.

The share capital of the Issuer Holdco is one ordinary share which is fully paid up and held by the Share Trustee.

Principal activities

The business of Issuer Holdco is solely to hold the shares of the Issuer.

Directors

The directors and a secretary of Issuer Holdco and their respective business addresses and other principal activities are:

Name	Role	Business address	Other principal activities
SFM Directors Limited	Director	35 Great St. Helen's London EC3A 6AP	Acting as corporate directors for special purpose companies
SFM Directors (No.2) Limited	Director	35 Great St. Helen's London EC3A 6AP	Acting as corporate directors for special purpose companies
Claudia Wallace	Director	35 Great St. Helen's London EC3A 6AP	Acting as a director for special purpose companies
SFM Corporate Services Limited	Secretary	35 Great St. Helen's London EC3A 6AP	Acting as a secretary for special purpose companies

The directors of SFM Directors Limited and SFM Directors (No.2) Limited and their principal activities are as follows:

Name	Business address	Principal activities
Jonathan Eden Keighley	35 Great St. Helen's, London EC3A 6AP	Director
Robert William Berry	35 Great St. Helen's, London EC3A 6AP	Director
John Paul Nowacki	35 Great St. Helen's, London EC3A 6AP	Director
Claudia Wallace	35 Great St. Helen's, London EC3A 6AP	Director
Vinoy Nursiah	35 Great St. Helen's, London EC3A 6AP	Director
Helena Whitaker	35 Great St. Helen's, London EC3A 6AP	Director
Debra Parsall	35 Great St. Helen's, London EC3A 6AP	Director
Susan Abrahams	35 Great St. Helen's, London EC3A 6AP	Director
Michael Drew	35 Great St. Helen's, London EC3A 6AP	Company Secretary
Jennifer Jones	35 Great St. Helen's, London EC3A 6AP	Company Secretary
Aline Sternberg	35 Great St. Helen's, London EC3A 6AP	Company Secretary

Issuer Holdco has no employees.

THE LOAN SELLER

Goldman Sachs Bank USA is a New York state-chartered bank. It is the original lender under the Whole Loan. Goldman Sachs Bank USA was formed in 2008 as the surviving entity resulting from mergers of several other Goldman Sachs entities. Goldman Sachs Bank USA is wholly owned by The Goldman Sachs Group, Inc. Goldman Sachs Bank USA's executive offices are located at 200 West Street, New York, New York 10282. Goldman Sachs Bank USA is an affiliate of Goldman, Sachs & Co.

Neither Goldman Sachs Bank USA nor any of its affiliates will guarantee or be responsible for payments in respect of the Notes or the Class X Certificates. The Noteholders and the Class X Certificateholders will have no rights or remedies against Goldman Sachs Bank USA for any losses or other claims in connection with the Notes and the Class X Certificates.

USE OF PROCEEDS

The proceeds from the issue of the Notes, being £642,061,870, will be applied by the Issuer to pay to the Loan Seller the Initial Purchase Price for the Securitised Loan in accordance with the Loan Sale Agreement.

SERVICER AND SPECIAL SERVICER

Wells Fargo Bank, N.A. London Branch (**Wells Fargo**) is the London branch of Wells Fargo Bank, N.A., a national banking association organised under the laws of the United States of America and a wholly-owned direct and indirect subsidiary of Wells Fargo & Company. Wells Fargo & Company is a multinational, diversified, financial services company with a net income of $23.1 billion in 2014, $1.7 trillion in assets and approximately 265,000 employees. Wells Fargo & Company has offices in 36 countries and operates in more than 8,700 locations, on the internet, and through mobile banking.

Wells Fargo's registered office is at 1 Plantation Place, 30 Fenchurch Street, London, EC3M 3BD and Wells Fargo will perform its roles as Servicer and Special Servicer principally through its office at 90 Long Acre, London, WC2E 9RA.

Wells Fargo has been servicing securitised commercial mortgage loans in Europe for more than ten years. Through its predecessors, Wachovia Bank, N.A., London Branch and Wachovia Bank International, and as a result of its acquisition of commercial mortgage servicing rights from Hypothekenbank Frankfurt AG, formerly Eurohypo AG, in 2013, it has serviced loans secured by properties in Germany, Ireland, the Netherlands and the UK.

Wells Fargo's current third party servicing book (including commercial mortgage backed securities) is £1.3 billion as of 30 June 2015. Its dedicated third party and securitised loan servicing team in London, through which it will perform its roles as Servicer and Special Servicer, leverages the efficiencies of the global commercial mortgage servicing platform within Wells Fargo Bank, N.A. for operational support. The global platform is comprised of over 900 team members spread across 3 continents, servicing approximately 24,500 loans totalling $395.6 billion in outstanding debt as of 31 March 2015. Wells Fargo has a strong presence in London across its wider business, including a team in London of approximately 40 commercial real estate professionals who are committed to the UK market and manage Wells Fargo's own loan book of 99 loans totalling £5billion as of 30 June 2015.

Wells Fargo currently offers the roles of loan facility provider, loan security agent, servicer, special servicer and liquidity facility provider in Ireland, the Netherlands, and the UK.

DESCRIPTION OF CERTAIN ISSUER TRANSACTION DOCUMENTS

The description of certain of the Issuer Transaction Documents set out below is a summary of certain features of those documents as at the Closing Date and is qualified by reference to the detailed provisions of the Issuer Transaction Documents. Prospective Noteholders may inspect copies of certain of the Issuer Transaction Documents upon request at the specified office of the Principal Paying Agent.

The **Issuer Transaction Documents** are the following documents and any amendments thereto from time to time:

(a) the Note Trust Deed;

(b) the Issuer Deed of Charge;

(c) the Servicing Agreement;

(d) the Issuer Cash Management Agreement;

(e) the Issuer Account Bank Agreement;

(f) the Corporate Services Agreement;

(g) the Facility Agreement and the Finance Documents;

(h) the Loan Sale Agreement and the related Transfer Certificate;

(i) the Master Definitions Schedule;

(j) the Liquidity Facility Agreement;

(k) the Agency Agreement; and

(l) any other document designated as such by the Issuer and the Issuer Security Trustee.

A The Loan Sale Agreement

On or prior to the Closing Date, the Loan Seller, the Issuer, the Loan Facility Agent and the Issuer Security Trustee will enter into the Loan Sale Agreement, pursuant to which the Loan Seller will sell and the Issuer will purchase, by way of novation, on the Closing Date, the whole right, title, interest and benefit, present and future, of the Loan Seller (as lender in respect thereof) in and to the Securitised Assets (comprising the Securitised Loan and the security related thereto).

Purchase price

The initial cash purchase consideration payable on the Closing Date by the Issuer to the Loan Seller pursuant to the Loan Sale Agreement will be £642,061,870. The initial purchase consideration will be equal to the outstanding principal balance of the Securitised Loan at the Closing Date. In addition to such cash consideration, the Issuer will, on the Closing Date, issue the Class X Certificates to the Loan Seller. Such certificates represent the Loan Seller's right, as initial holder of such certificates, to receive Class X Distribution Amounts and any Class X Prepayment Fee Amount payable on each Note Payment Date.

Representation and warranties

Under the Loan Sale Agreement, the Loan Seller will make certain representations and warranties to the Issuer and the Issuer Security Trustee in relation to (i) its status, capacity, powers and authority; and (ii) the Securitised Loan (the **Loan Warranties**).

As of the Closing Date, the Loan Seller will give to the Issuer, amongst others, the following representations and warranties: (i) that it is duly incorporated and validly existing as a corporation under the laws of its jurisdiction of incorporation and that it has full corporate power and authority to enter into and perform the obligations undertaken by it pursuant to the Loan Sale Agreement and the Issuer Transaction Documents to which it is or will be a party; (ii) that it is not unable to pay its debts

and that it will not become unable to do so as a consequence of entering into the Loan Sale Agreement; (iii) that the aggregate amount of its debts (including its obligations under the Issuer Transaction Documents) is less than the aggregate value (being the lesser of fair valuation and present fair saleable value) of its assets; (iv) that each Property is situated in England & Wales or Scotland; (v) that it has not received any written notice from the Loan Facility Agent of the occurrence of any Loan Event of Default which is material in the context of the issuance of the Notes and which has not been cured or waived; and (vi) that it is the sole legal and beneficial owner of the Securitised Loan and is the sole beneficial owner of the interest in the Loan Security in so far as it pertains to the Securitised Loan, in each case free and clear of all encumbrances, claims and equities.

Retention undertaking

The Loan Sale Agreement will contain a retention undertaking by the Loan Seller in respect of the Whole Loan. The Loan Seller will undertake to the Issuer to retain at least a 5 per cent. interest in the Whole Loan in accordance with each of Article 405 of the Capital Requirements Regulation and Article 51 of the AIFM Regulation, provided that the Loan Seller will only be required to do so to the extent that the retention requirements under the Capital Requirements Regulation and the AIFM Regulation remain in effect. The Loan Seller will procure that any change in the manner in which such retained interest is held (which, as at the Closing Date, will be the retention by the Loan Seller of the Retained Loan) will be notified to Noteholders in accordance with Condition 18 (*Notice to Noteholders*).

Remedy for Material Breach of Loan Warranty and/or re-purchase and/or retransfer of the Securitised Assets

Remedy for Material Breach of Loan Warranty

Under the Loan Sale Agreement, if there is a breach of a Loan Warranty in any material respect where the facts and circumstances giving rise to that breach have a material adverse effect on the ability of the Issuer to make timely payment in full of its obligations under the Notes (a **Material Breach of Loan Warranty**), the Loan Seller will, within 60 days (or such longer period not exceeding 90 days as the Issuer Security Trustee may agree) of receipt of written notice of the relevant Material Breach of Loan Warranty from the Issuer or the Issuer Security Trustee, remedy the matter giving rise to such breach of representation or warranty, if such matter is capable of remedy.

If a Material Breach of Loan Warranty is not capable of remedy or is not remedied within the specified period, the Loan Seller will, subject to the provisions of the section entitled "*Repurchase of the Securitised Assets*" below, indemnify on demand the Issuer against all losses, claims, demands, taxes and all other expenses or other liabilities incurred by the Issuer as a result of the Material Breach of Loan Warranty.

Furthermore, if: (i) any Loan Warranty relates to facts or circumstances which relate to the same subject matter as a warranties given under the Facility Agreement on the date of the Facility Agreement (a **Relevant Loan Facility Warranty**); (ii) a Material Breach of Loan Warranty would otherwise arise as a result of those facts or circumstance; and (iii) the relevant circumstances do not constitute a Loan Event of Default by reason of the fact that the Relevant Loan Facility Warranty is qualified on its terms with reference to the awareness of any Obligor or other person, then the existence of those facts and circumstances shall be deemed not to constitute a Material Breach of Loan Warranty for the purposes of the Loan Sale Agreement.

Repurchase of the Securitised Assets

If the Issuer makes a demand to be indemnified as a result of a Material Breach of Loan Warranty which is not capable of remedy, then the Loan Seller shall, as an alternative to the Loan Seller being required to indemnify the Issuer, have the option to repurchase the Securitised Assets in accordance with the provisions of the Loan Sale Agreement. Under the Loan Sale Agreement, the Issuer acknowledges that the Loan Seller has no obligation to repurchase the Securitised Assets in any circumstances.

Where the Loan Seller exercises its repurchase option as set out above (the **Repurchase Option**), it shall be obliged to repurchase 100 per cent. of the principal balance of the Securitised Loan then outstanding plus any accrued but unpaid interest thereon and any other accrued but unpaid amounts

relating to the Securitised Assets, to the relevant Repurchase Date (as defined below) (the **Repurchase Consideration**).

Pursuant to the Loan Sale Agreement, where the Loan Seller is entitled to exercise the Repurchase Option and the Loan Seller wishes to do so, then the following provisions are said to apply:

(a) the Loan Seller shall give an irrevocable notice (a **Repurchase Notice**) to the Issuer (with a copy to the Issuer Security Trustee) that the Loan Seller will repurchase the Securitised Assets on the date specified for such in such notice (the **Repurchase Date**);

(b) upon giving a Repurchase Notice, the Loan Seller shall be obliged to repurchase the Securitised Assets on the Repurchase Date and, upon completion of the repurchase, the Loan Seller shall not have any further liability to any person in respect of any Material Breach of Loan Warranty;

(c) the Loan Seller shall pay to the Issuer the Repurchase Consideration to such account as the Issuer Security Trustee may in writing direct; and

(d) if the Loan Seller fails to pay the Repurchase Consideration on or before the Repurchase Date, then such Repurchase Option shall terminate and the Loan Seller shall be obliged to indemnify the Issuer in accordance with the provisions of the section entitled "*Remedy for Material Breach of Loan Warranty*" above.

Retransfer of the Securitised Assets

Under the terms of the Loan Sale Agreement, if the Loan Seller makes full payment (not involving a repurchase pursuant to the provisions set out in the section entitled "*Repurchase of the Securitised Assets*" above) to the Issuer pursuant to any claim made in relation to a Material Breach of Loan Warranty, the Issuer shall, at the Loan Seller's expense, reassign (or otherwise transfer by such other method as the Loan Seller may choose (subject to the application of applicable laws and the terms of the Facility Agreement)) to the Loan Seller all such rights as the Loan Seller may reasonably request against any third party which may enable the Loan Seller to recover all or part of any such payment, provided that the Issuer shall not be obliged to effect such a reassignment or other transfer if it would prejudice the validity or enforceability of the Securitised Assets.

If the Loan Seller pays to the Issuer an amount in respect of any claim under the Loan Sale Agreement and the Issuer subsequently recovers from a third party any sum in respect of the liability for such claim, the Issuer shall forthwith repay to the Loan Seller so much of the amount paid by the Loan Seller as does not exceed the sum recovered from the third party less all reasonable costs, charges and expenses incurred by the Issuer in recovering that sum from the third party.

Governing Law

The Loan Sale Agreement will be governed by English law.

B The Issuer Cash Management Agreement

Issuer Cash Manager

Pursuant to the Issuer Cash Management Agreement, the Issuer will appoint the Issuer Cash Manager to be its agent to provide certain cash management services in relation to the Issuer Transaction Account, the Issuer Expenses Account and such other accounts as may be required including (without limitation), if required, an Issuer Standby Account (the **Issuer Accounts**).

The Issuer Cash Manager will undertake to perform its obligations under the Issuer Cash Management Agreement in accordance with good practice according to market standard so as to ensure that amounts received are monitored, allocated, transferred and paid out in accordance with the relevant Issuer Priorities of Payments and the Issuer Transaction Documents. The Issuer Cash Manager will also undertake to comply with any directions, orders and instructions which the Issuer or, following the delivery of an IST Notice, the Issuer Security Trustee, may from time to time give to the Issuer Cash Manager in accordance with the Issuer Cash Management Agreement.

Issuer Accounts

The Issuer Transaction Account and the Issuer Expenses Account (and, if required, the Issuer Standby Account) held with the Issuer Account Bank shall be opened in the name of the Issuer and shall be operated by the Issuer Account Bank. The amounts standing to the credit of the Issuer Transaction Account shall be debited and credited in accordance with the provisions of the Issuer Cash Management Agreement.

The Issuer Account Bank will agree to comply with any direction of the Issuer (or the Issuer Cash Manager on the Issuer's behalf) (prior to the service of a notice from the Issuer Security Trustee to various parties upon the earlier of enforcement of the Issuer Security and service of a Note Acceleration Notice (an **IST Notice**)) or of the Issuer Security Trustee (following the delivery of an IST Notice) to effect payments from the relevant Issuer Accounts if such direction is made in accordance with the Issuer Account Bank Agreement and the Issuer Cash Management Agreement and the mandate governing the applicable account.

Calculation of amounts and payments

On each Calculation Date, the Issuer Cash Manager is required to determine all amounts due in accordance with the relevant Issuer Priority of Payments (other than those amounts of interest payable on the Notes to be determined by the Agent Bank) on the forthcoming Note Payment Date and the amounts available to make such payments, including, without limitation, the Interest Available Funds, Principal Available Funds, Loan Prepayment Fees, Default Interest, Allocated Note Prepayment Fee Amounts, Class X Prepayment Fee Amounts, Class X Distribution Amounts and Principal Payment Amounts. In addition, the Issuer Cash Manager will calculate the Note Factor for each Class of Notes for the Note Interest Period commencing on the next following Note Payment Date pursuant to Conditions 8.4 (*Optional redemption for tax and other reasons*) and 8.5 (*Principal Amount Outstanding and Note Factor*).

Furthermore, if for whatever reason, an incorrect payment is made to any party entitled thereto (including the Noteholders or Class X Certificateholders) pursuant to the Issuer Priorities of Payments, the Issuer Cash Manager will rectify the same by (i) increasing or reducing payments to such party (including the Noteholders or the Class X Certificateholders), as appropriate, on each subsequent Note Payment Date or Note Payment Dates (if applicable) or such other dates on which any form of payment is due to the relevant party, to the extent required to correct the same or (ii) issuing demand on the relevant party to refund to the Issuer the amount of any over-payment it has received. Neither the Issuer nor the Issuer Cash Manager will have any liability to any person for making any such correction.

If the Servicer or, as the case may be, the Special Servicer fails to supply the Issuer Cash Manager with any information it requires to make any relevant determinations under the Issuer Cash Management Agreement, the Issuer Cash Manager will make all reasonable enquiries of the Servicer or the Special Servicer, as applicable, and the Loan Facility Agent to obtain such information. If the Servicer or the Special Servicer, as applicable, and the Loan Facility Agent fail to provide such information, the Issuer Cash Manager will make its determinations based on the information it does have in connection with payments due on the Notes and the Class X Certificates on the relevant Note Payment Date and will not be liable to any person for making such determination (in the absence of negligence, fraud or wilful default). If the Issuer Cash Manager does not have sufficient information to make such determinations it can make its determinations based on information provided to it by the Servicer or, as the case may be, the Special Servicer, on or around the three preceding Calculation Dates and will not be liable to any person (in the absence of negligence, fraud, or wilful default) for the accuracy of such determinations.

In addition, the Issuer Cash Manager is obliged to perform certain determinations required under the Margin Letter. Within one Business Day of receipt of a Voluntary Prepayment Determination Request from the Servicer or Special Servicer, as applicable, the Issuer Cash Manager must notify same of the requisite Voluntary Prepayment Determinations required in relation to any Voluntary Prepayment which is proposed or has been made. Similarly, within one Business Day of receipt of a Margin Determination Request from the Servicer or Special Servicer, as applicable, the Issuer Cash Manager must notify same of the requisite Margin Determinations requested.

Issuer Cash Manager Quarterly Report

The Issuer Cash Manager will, on each Note Payment Date, make available electronically via its website (as at the date of this Prospectus, located at www.usbank.com/abs) a statement to the Noteholders and the Class X Certificateholders in respect of the Note Interest Period immediately preceding such Note Payment Date in which it will notify the recipients of, among other things, all amounts received in the Issuer Transaction Account and payments made with respect thereto (the **Issuer Cash Manager Quarterly Report**).

It is not intended that the Issuer Cash Manager Quarterly Reports will be made available in any other format, save in certain limited circumstances with the Issuer Cash Manager's agreement. The Issuer Cash Manager's website does not form part of the information provided for the purposes of this Prospectus and disclaimers may be posted with respect to the information posted thereon.

Investment by the Issuer Cash Manager

The Issuer Cash Manager is not permitted to exercise any investment discretion in relation to any of the Issuer's funds.

Fees

Pursuant to the Issuer Cash Management Agreement, the Issuer will pay to the Issuer Cash Manager on each Note Payment Date a cash management fee (plus applicable VAT) as agreed between the Issuer Cash Manager and the Issuer and will reimburse the Issuer Cash Manager for all properly incurred costs and expenses in the performance of the cash management services.

Termination of appointment

The appointment of Elavon Financial Services Limited, U.K. Branch as Issuer Cash Manager under the Issuer Cash Management Agreement may be terminated by virtue of its resignation or its removal by the Issuer or (following the delivery of an IST Notice) the Issuer Security Trustee.

The Issuer (prior to the delivery of an IST Notice) or the Issuer Security Trustee (following the delivery of an IST Notice) may terminate the Issuer Cash Manager's appointment upon not fewer than 30 days' written notice or immediately upon the occurrence of a termination event as prescribed under the Issuer Cash Management Agreement, including, among other things:

(a) a failure by the Issuer Cash Manager to make when due a payment required to be made by the Issuer Cash Manager in accordance with the Issuer Cash Management Agreement and such default continues unremedied for three Business Days after the earlier of the Issuer Cash Manager becoming aware of such default and the receipt by the Issuer Cash Manager of written notice from the Issuer (prior to the delivery of an IST Notice) or the Issuer Security Trustee (after the delivery of an IST Notice) requiring the default to be remedied;

(b) a failure by the Issuer Cash Manager to maintain all appropriate licences, consents, approvals, authorisations and exemptions from any registration with, governmental and other regulatory authorities required by it to perform its obligations under the Issuer Cash Management Agreement;

(c) a default by the Issuer Cash Manager in the performance of any of its other material duties under the Issuer Cash Management Agreement which in the opinion of (prior to the delivery of an IST Notice) the Issuer or (following the delivery of an IST Notice) the Issuer Security Trustee is materially prejudicial to the interests of the Issuer Secured Creditors, (which determination (a) shall be conclusive and binding on all Issuer Secured Creditors; and (b) notice of which will be promptly given to the Issuer Cash Manager by the Issuer or the Issuer Security Trustee, as applicable) and such default continues unremedied for a period of ten Business Days after the receipt by the Issuer Cash Manager of written notice from the Issuer (prior to the delivery of an IST Notice) or the Issuer Security Trustee (after the delivery of an IST Notice) requiring the same to be remedied provided that no period for remedy shall apply in circumstances where in the opinion of the Issuer (prior to the delivery of an IST Notice and with the consent of the Issuer Security Trustee) or the opinion of the Issuer Security Trustee

(after the delivery of an IST Notice) such breach shall be incapable of remedy (which determination shall be conclusive and binding on all Issuer Secured Creditors); or

(d) the occurrence of an insolvency event in respect of the Issuer Cash Manager.

The termination of the appointment of the Issuer Cash Manager will only become effective upon the appointment by the Issuer (with the prior written consent of the Issuer Security Trustee) of a suitably experienced replacement Issuer Cash Manager on terms substantially similar to the terms of the Issuer Cash Management Agreement and the other Issuer Transaction Documents to which the Issuer Cash Manager is party.

The Issuer Cash Manager may resign as Issuer Cash Manager, upon not fewer than 90 days' written notice of resignation to each of the Issuer, the Servicer or the Special Servicer, as applicable, the Issuer Account Bank and the Issuer Security Trustee, provided that a suitably experienced replacement Issuer Cash Manager has been appointed by the Issuer.

C Issuer Account Bank Agreement

The Issuer Accounts

Pursuant to the Issuer Account Bank Agreement, the Issuer Account Bank will open and maintain the Issuer Transaction Account (into which all collections in respect of the Securitised Loan will be paid) and the Issuer Expenses Account (and if required, the Issuer Standby Account). The Issuer and the Issuer Cash Manager will make payments out of the Issuer Transaction Account and the Issuer Expenses Account (and if required, the Issuer Standby Account) in accordance with the terms of the Issuer Deed of Charge, the Issuer Account Bank Agreement and the Issuer Cash Management Agreement.

Other accounts

The Issuer can open additional accounts with the Issuer Account Bank, as it (or the Issuer Cash Manager on its behalf) may require. Such accounts will be charged to the Issuer Security Trustee on terms acceptable to it.

Issuer Account Bank minimum rating requirements

The Issuer Account Bank Agreement requires that the Issuer Account Bank is a bank with:

(a) a short-term rating of the following:

(i) F1 (or better) by Fitch; and

(ii) P-1 (or better) by Moody's; and

(b) a long-term rating of A (or better) by Fitch; and

(c) a long-term bank deposit rating of A2 (or better) by Moody's,

(the **Issuer Account Bank Minimum Rating**).

If the Issuer Account Bank ceases to have the Issuer Account Bank Minimum Rating, the Issuer Account Bank will be replaced by the Issuer within 30 days of, or as soon as reasonably practicable following, the date on which the Issuer Account Bank no longer holds the Issuer Account Bank Minimum Rating, with an account bank that, among other things, holds the Issuer Account Bank Minimum Rating.

D The Liquidity Facility Agreement

On or prior to the Closing Date, the Issuer will enter into the Liquidity Facility Agreement. If the Liquidity Facility Provider does not intend to renew its commitment under the Liquidity Facility Agreement (the **Liquidity Facility**), it will inform the Issuer (who shall inform the Rating Agencies) and the Issuer Security Trustee, upon which the Liquidity Facility Provider shall use its reasonable endeavours to arrange, and to co-operate with the Issuer, as the case may be, to appoint a replacement

Liquidity Facility Provider. The Issuer must promptly notify the Rating Agencies of any renewal request made or agreed to or any renewal refusal by the Liquidity Facility Provider. The Liquidity Facility Provider is not obliged to agree to extend the Liquidity Commitment Period and in no event will the Liquidity Commitment be extended beyond the earlier of (i) the date on which all the Notes have been redeemed in full and (ii) the Final Note Maturity Date.

Liquidity Commitment Period means a period of 364 days from the Liquidity Facility Agreement or, if the Liquidity Facility Agreement is extended in accordance with its terms, the period ending on the date set out in the relevant renewal request or, if such date is not a Business Day, the preceding Business Day.

Liquidity Drawings and Standby Drawings may only be drawn in sterling.

1. The Liquidity Facility

As of the Closing Date, the Liquidity Commitment is £50,000,000 (the **Original Liquidity Commitment**). The aggregate amount of the loans advanced under the Liquidity Facility shall not at any time exceed the lower of:

(a) £50,000,000; or

(b) such lesser amounts as are required in terms of the Liquidity Facility Agreement,

(the **Liquidity Commitment**). At no time shall the Liquidity Facility Provider be obliged to lend more than the Liquidity Commitment which applies at that time. The obligation of the Liquidity Facility Provider to make a loan under the Liquidity Facility is subject to the further condition precedent that on both:

(a) the date a request is made by or on behalf of the Issuer for a Liquidity Drawing or a Standby Drawing; and

(b) the LF Drawdown Date for that loan made pursuant to the Liquidity Facility,

no Liquidity Facility Event of Default is outstanding or would result from the making of the loan under the Liquidity Facility.

No Liquidity Drawing can be made if, among other things, that Liquidity Drawing, together with any previous drawing in respect of the Class E Notes and the Class F Notes, would result in an amount equal to 20 per cent. of the Liquidity Commitment being applied as an Interest Drawing in respect of the Class E Notes and the Class F Notes, except where (A) the Class E Notes are the Most Senior Class of Notes, when no Liquidity Drawing can be made or requested to be made in respect of the Class F Notes only if that Liquidity Drawing, together with any previous drawings in respect of the Class F Notes, would result in an amount equal to 20 per cent. of the Liquidity Commitment being applied as an Interest Drawing in respect of the Class F Notes; and (B) the Class F Notes are the Most Senior Class of Notes.

The maximum aggregate principal amount available for drawdown under the Liquidity Facility will decrease as the Principal Amount Outstanding of the Notes decreases. If on any Calculation Date:

(a) there are no outstanding payment obligations owed to the Liquidity Facility Provider under the terms of the Liquidity Facility Agreement; and

(b) the Principal Amount Outstanding of the Notes on such Calculation Date is less than the Principal Amount Outstanding of the Notes on the Closing Date as a result of the application of Principal Available Funds in redemption of the Notes in accordance with the Conditions, then the Liquidity Commitment will be re-calculated as follows:

$$\text{Liquidity Commitment} = \text{Original Liquidity Commitment} \times \left[\frac{\text{Current Principal Amount Outstanding of the Notes}}{\text{Principal Amount Outstanding of the Notes at the Closing Date}} \right]$$

In addition, the Liquidity Commitment will be reduced if an Appraisal Reduction occurs in relation to the Whole Loan by multiplying the Appraisal Reduction Factor by the amount then available under the

Liquidity Facility. If an Appraisal Reduction occurs in relation to the Whole Loan, the Issuer Cash Manager will calculate and confirm the new Liquidity Commitment in writing to the Issuer, the Issuer Security Trustee, the Liquidity Facility Provider and to the Rating Agencies.

Appraisal Reduction means, following receipt of the Loan Valuation by the Servicer, an amount equal to the excess, if any, of: (i) the sum of the outstanding principal of the Whole Loan as at the date of the most recent Loan Valuation, all unpaid interest thereon, all currently due and unpaid Taxes and assessments (net of any amount escrowed for such items) and insurance premiums, over (ii) 90 per cent. of the appraised value of the Property Portfolio as determined by the most recent Loan Valuation.

Appraisal Reduction Factor means an amount obtained by dividing (i) (x) the aggregate principal balance outstanding of the Whole Loan as of the date of the occurrence of the relevant Appraisal Reduction, less (y) the Appraisal Reduction, by (ii) outstanding principal of the Whole Loan as of the date of occurrence of the relevant Appraisal Reduction.

Each of the following events is a Liquidity Facility Event of Default (whether or not caused by any reason whatsoever outside the control of the Issuer or any other person):

(a) the Issuer does not pay on the due date (other than by reason of administrative or technical error remedied within three Business Days) any amount payable by it under the Liquidity Facility Agreement at the place at and in the currency in which it is expressed to be payable. The Liquidity Facility Provider agrees that the non-payment of any Liquidity Subordinated Amount shall only constitute a Liquidity Facility Event of Default hereunder in circumstances where the Issuer has the requisite funds to pay such amounts in accordance with the provisions of the Issuer Cash Management Agreement and the Conditions but fails to make payment thereof on the due date for such amount (other than by reason of administrative or technical error remedied within three Business Days); or

(b) an IST Notice is served; or

(c) it is or becomes unlawful for the Issuer to perform any of its obligations under the Liquidity Facility Agreement.

2. Purpose

The Liquidity Facility may be used to remedy an Expenses Shortfall or an Interest Shortfall or a Property Protection Shortfall. An Expenses Shortfall, an Interest Shortfall and a Property Protection Shortfall are each referred to in this Prospectus as a **Shortfall**.

The Liquidity Facility cannot be drawn to cover shortfalls in funds available to the Issuer to pay any amounts in respect of principal, any Allocated Note Prepayment Fee Amount, any the Note Excess Amount or any amounts payable on the Class X Certificates.

3. Liquidity Drawings

Interest Shortfall and Expenses Shortfall

Interest Shortfall means, in respect of a Note Payment Date, a shortfall in the Interest Available Funds and any Surplus Principal Funds to pay the Note Interest Payment Amount in accordance with paragraphs (h) to (m) (inclusive) of the Pre-Acceleration Interest Priority of Payments (after making the payments of a higher order of priority and subject to the cap on the amount of the Liquidity Facility that can be used in respect of the Class E Notes and the Class F Notes).

Expenses Shortfall means, in respect of a Note Payment Date, a Shortfall in the Interest Available Funds and Surplus Principal Funds to pay all amounts due in accordance with items (a) to (e) (inclusive) of the Pre-Acceleration Interest Priority of Payments (after making payments at a higher order of priority) (excluding any Liquidity Drawing made with respect to that Note Payment Date, but including amounts credited to the Default Interest Ledger).

The Issuer will make (or will procure the making by the Issuer Cash Manager on behalf of the Issuer of) a drawing pursuant to the Liquidity Facility Agreement in an amount equal to any relevant Expenses Shortfall (an **Expenses Drawing**) and/or any relevant Interest Shortfall (an **Interest**

Drawing) on the Note Payment Date to cover any Expenses Shortfall and/or Interest Shortfall which exist on that Note Payment Date, as applicable.

The Issuer shall use the proceeds of any Interest Drawing in making payments to the Noteholders of interest in accordance with the relevant Issuer Priority of Payments. An Interest Drawing will not be made to pay any amount of principal, Allocated Note Prepayment Fee Amounts, Note Excess Amounts or any amounts payable on the Class X Certificates.

Property Protection Shortfall

A **Property Protection Shortfall** means, if the Obligors fail to pay amounts to insurers and there are insufficient funds available in the Obligor Accounts (which are available to cover such payments) to pay amounts to remedy or rectify such breach, the amount identified as such by the Servicer or the Special Servicer (as applicable) in a manner consistent with the relevant provisions of the Servicing Agreement.

The Servicer may fund the relevant Property Protection Shortfall (by using funds available to the Issuer for such purpose or by using its own funds or by using funds raised from third parties for such purpose or by utilising a Property Protection Drawing) if certain additional requirements have been met. See the section entitled "*Description of the servicing arrangements*" for further details.

The Issuer will following request by the Servicer or the Special Servicer make a drawing pursuant to the Liquidity Facility Agreement in an amount equal to the relevant Property Protection Advance (the **Property Protection Drawing**) on any given Business Day to cover any Property Protection Shortfall which exists on that Business Day.

An Expenses Drawing, an Interest Drawing and a Property Protection Drawing are each referred to as a **Liquidity Drawing**.

4. Issuer Priority of Payments

All payments due to the Liquidity Facility Provider under the Liquidity Facility Agreement (other than in respect of any Liquidity Subordinated Amounts) will rank ahead of payments of interest on and repayments of principal on the Notes.

Liquidity Subordinated Amounts are any amounts in respect of increased costs and tax gross up amounts then payable to the Liquidity Facility Provider under the Liquidity Facility Agreement to the extent that such amounts exceed (and for the amount of such excess only) 1 per cent. per annum of the then current commitment under the Liquidity Facility (whether drawn or undrawn).

For further information about the ranking of such payments, see the section entitled "*Description of the servicing arrangements*".

5. LF Required Ratings

The Liquidity Facility Agreement will provide that, at all times, the Liquidity Facility Provider will either have a long-term rating of the Liquidity Facility Provider's unguaranteed, unsecured and unsubordinated debt obligations of at least A by Fitch and a "counterparty risk assessment" of A2 by Moody's, and a short-term rating of at least F1 by Fitch and P1 by Moody's (the **LF Required Ratings**).

6. Standby Drawings

If:

(a) the Liquidity Facility Provider ceases to have the LF Required Ratings; or

(b) the Liquidity Facility Provider has informed the Issuer and the Issuer Security Trustee not less than 30 days prior to the end of a Liquidity Commitment Period that it does not intend to renew its commitment (an **Extension Refusal**);

and;

(c) the Liquidity Facility Provider is unable to arrange for a substitute Liquidity Facility Provider; and

(d) the Issuer is unable to arrange for a substitute Liquidity Facility Provider,

then the Issuer shall, and subject to the terms of the Liquidity Facility Agreement, require the Liquidity Facility Provider to pay into the Issuer Standby Account which is maintained with an appropriately rated bank, an amount (a **Standby Drawing**) equal to the Available Liquidity Commitment under the Liquidity Facility Agreement not later than (i) 14 days following the downgrade of the Liquidity Facility Provider by Fitch; (ii) 30 days following the downgrade of the Liquidity Facility Provider by Moody's; or (iii) two Business Days prior to the last day of the Liquidity Commitment Period in the event of an Extension Refusal by the Liquidity Facility Provider (as applicable). No Standby Drawing may be made or requested to be made (i) after the end of the then current Liquidity Commitment Period or (ii) following the redemption in full of the Notes or (iii) if any Liquidity Facility Event of Default is continuing or would result from the maintaining of such Standby Drawing.

Available Liquidity Commitment means the undrawn balance of the Liquidity Commitment less any amounts anticipated to be repaid and redrawn on the immediately succeeding Note Payment Date.

In addition, if a Liquidity Facility Provider ceases to have a LF Required Rating, the Liquidity Facility Provider shall use reasonable endeavours (without any obligation to do so) to procure a replacement Liquidity Facility Provider with the LF Required Ratings. If the Liquidity Facility Provider ceases to have the LF Required Ratings and a transfer to another liquidity facility provider would otherwise have to be made but there is no other liquidity facility provider with the LF Required Ratings or if no other liquidity facility provider agrees to such transfer, the Liquidity Facility Provider, the Issuer and the Issuer Security Trustee (as applicable) will consult with the Rating Agencies to consider alternative requirements for a replacement Liquidity Facility Provider prior to the selection of a replacement. The Issuer will keep the Liquidity Facility Provider and the Issuer Security Trustee informed of any discussions that it has with the Rating Agencies. Following such consultation, if a replacement entity is appointed, such appointment will be promptly notified by the Liquidity Facility Provider to the Rating Agencies.

Amounts standing to the credit of the Issuer Standby Account will be available to the Issuer to be drawn in the same circumstances as the Liquidity Drawings (as described above) and otherwise in the circumstances provided in the Liquidity Facility Agreement in order to make a repayment of a Standby Drawing or, in the case of interest earned on the Issuer Standby Account, in order to pay interest on a Standby Drawing to the Liquidity Facility Provider (in each case, subject to and in accordance with the terms of the Liquidity Facility Agreement) and all repayments of Liquidity Drawings will, after a Standby Drawing has been made, be paid into the Issuer Standby Account.

A commitment fee will accrue with respect to the Liquidity Facility at the rate of 1 per cent. per annum on the undrawn, uncancelled amount of the Liquidity Commitment. The accrued commitment fee is payable quarterly in arrears on each Note Payment Date.

7. Interest

Liquidity Drawings and Standby Drawings will bear interest. The rate of interest payable to the Liquidity Facility Provider in relation to Liquidity Drawings will be a rate equal to the sum of 2 per cent. per annum on each Note Payment Date falling prior to the Expected Note Maturity Date and 3 per cent. per annum on each Note Payment Date thereafter, plus LIBOR. The rate of interest payable to the Liquidity Facility Provider in relation to Standby Drawings will be the Standby Interest Amount.

Standby Interest Amount means an amount determined by the Principal Paying Agent, equal to the aggregate of:

(a) any interest earned since the last day of the previous Liquidity Facility Interest Period (or, in the case of the first Liquidity Facility Interest Period, since the date the Standby Drawing was made) on amounts standing to the credit of the Issuer Standby Account following the date of the Standby Drawing; and

(b) an amount equal to the commitment fee under the Liquidity Facility Agreement that would have been paid to the Liquidity Facility Provider had the Standby Drawing not been made

and, in the case where the Standby Drawing is made due to an Extension Refusal or the failure of the Liquidity Facility Provider to respond to a renewal request from the Issuer within the applicable time periods, had the Liquidity Facility been extended; and

(c) any increased costs applicable thereto.

Interest on each Liquidity Drawing and each Standby Drawing shall accrue daily and shall be calculated on the outstanding daily balance of such Liquidity Drawing or Standby Drawing on the basis of actual days elapsed and a 365 day year. The Liquidity Facility Provider shall calculate the rate of interest applicable on each Liquidity Drawing and Standby Drawing for each Liquidity Facility Interest Period.

Liquidity Facility Interest Period means in respect of a Liquidity Facility drawing, each period beginning on (and including) the LF Drawdown Date (or deemed LF Drawdown Date) thereof and ending on (but excluding) the following Note Payment Date and thereafter, for as long as the same is outstanding, each period from (and including) a Note Payment Date to (but excluding) the following Note Payment Date.

LF Drawdown Date means the date of the advance of a Liquidity Drawing or a Standby Drawing, as the case may be.

8. Repayment and re-drawing

If a Liquidity Drawing is not repaid on the relevant Note Payment Date, the relevant Liquidity Drawing will be deemed to have been repaid (but only for the purposes of the Liquidity Facility) and redrawn on such Note Payment Date in an amount equal to all amounts outstanding (including, for the avoidance of doubt, any interest that has accrued and is payable on such Liquidity Drawing pursuant to the Liquidity Facility Agreement) provided that the aggregate of the amounts drawn together with other Liquidity Drawings will not exceed the Liquidity Commitment. This procedure will be repeated on each subsequent Note Payment Date, up to the amount of the Liquidity Commitment, until all amounts outstanding are paid and/or repaid or until the earlier of the Final Note Maturity Date, the date on which the Notes have been redeemed in full or the date on which a Liquidity Facility Event of Default has occurred.

9. Cancellation of the Liquidity Commitment

Unless terminated in accordance with the terms of the Liquidity Facility Agreement, the Liquidity Commitment shall be automatically cancelled at close of business on the last day of the Liquidity Commitment Period.

The Issuer may, without premium or penalty, voluntarily cancel the undrawn and un-cancelled part of the Liquidity Commitment in whole or in part at any time provided that certain conditions are met, including that both of the Rating Agencies have confirmed in writing that such cancellation will not result in a downgrade, suspension on or withdrawal of any of the Notes or otherwise have a material adverse effect on the then current rating of any the Notes or, if the ratings of any of the Notes have previously been downgraded suspended or withdrawn, such cancellation will not prevent the restoration of the rating of such rating of the Notes. The Rating Agencies are under no obligation to provide such confirmation (see for further information "*Risk factors – Rating Agencies' Confirmation*").

The Liquidity Facility Provider may at any time assign, transfer or novate any of its rights and/or obligations under the Liquidity Facility Agreement to a "qualifying lender" which has the LF Required Ratings, provided that the Issuer and the Issuer Security Trustee are promptly notified of any such assignment, transfer or novation. The Issuer or the Issuer Security Trustee shall promptly inform the Rating Agencies of the contents of any such notice.

A Liquidity Facility Event of Default will include non-payment by the Issuer of amounts payable by it to the Liquidity Facility Provider, the serving of a Note Acceleration Notice and unlawfulness.

10. The Liquidity Facility Provider

At the Closing Date, the Liquidity Facility Provider will be ING Bank N.V. at its offices at Bijlmerplein 888, 1102 MG, Amsterdam, the Netherlands.

DESCRIPTION OF THE NOTE TRUST DEED AND THE ISSUER DEED OF CHARGE

Note Trust Deed

The Note Trustee will be appointed pursuant to the Note Trust Deed to represent the interests of the Noteholders and the Class X Certificateholders. The Note Trustee will agree to hold the benefit of the covenants of the Issuer contained in the Note Trust Deed on trust for itself and the Noteholders and the Class X Certificateholders.

Among other things, the Note Trust Deed:

(a) sets out when, and the terms upon which, the Note Trustee will be entitled or obliged, as the case may be, to take steps to enforce the Issuer's obligations under the Notes and the Class X Certificates (or certain other Issuer Transaction Documents);

(b) contains various covenants of the Issuer relating to repayment of principal and payment of interest in respect of the Notes, to the conduct of its affairs generally and to certain on-going obligations connected with its issuance of the Notes and the Class X Certificates;

(c) provides for the remuneration of the Note Trustee, the payment of expenses incurred by it in the exercise of its powers and performance of its duties, provides for the indemnification of the Note Trustee against, among other things, liabilities, losses and costs arising out of the Note Trustee's exercise of its powers and performance of its duties and provides for the Note Trustee to be indemnified and/or secured and/or pre-funded to its satisfaction before exercising certain powers and discretions or becoming obliged to act at the direction of the Noteholders;

(d) provides that the determinations of the Note Trustee will be conclusive and binding on Noteholders and the Class X Certificateholders;

(e) sets out the extent of the Note Trustee's powers and discretions, including its rights to delegate the exercise of its powers or duties to agents, to seek and act upon the advice of certain experts and to rely upon certain documents without further investigation;

(f) sets out the scope of the Note Trustee's liability for any fraud, negligence or wilful default in connection with the exercise of its duties;

(g) sets out the terms upon which the Note Trustee may, without the consent of the Noteholders or the Class X Certificateholders, waive or authorise any breach or proposed breach of covenant by the Issuer or determine that a Note Event of Default or an event which will become a Note Event of Default with the giving of notice or the passage of time will not be treated as such;

(h) sets out the terms upon which the Note Trustee may, without the consent of the Noteholders or the Class X Certificateholders, make or sanction any modification to the Conditions or to the terms of the Note Trust Deed, certain other Issuer Transaction Documents or the Finance Documents; and

(i) sets out the requirements for the organisation of Noteholder meetings.

The Note Trust Deed also contains provisions governing the retirement or removal of the Note Trustee and the appointment of a replacement Note Trustee. The Note Trustee may at any time and for any reason resign as Note Trustee upon giving not less than 90 days' prior written notice to the Issuer. The holders of the Notes, by Extraordinary Resolution, may together remove the Note Trustee from office provided that all provisions of the Note Trust Deed with respect to such removal (and subsequent replacement and appointment of a replacement Note Trustee) are complied with in full. No retirement or removal of the Note Trustee (or any replacement Note Trustee) will be effective until a trust corporation has been appointed to act as replacement Note Trustee.

The appointment of a replacement Note Trustee will be made by the Issuer or, where the Note Trustee has given notice of its resignation and the Issuer has failed to make any such appointment by the expiry of the applicable notice period, by the Note Trustee itself. The appointment of any new note trustee must be approved by Extraordinary Resolution of the Noteholders.

Issuer Deed of Charge

The Issuer will create security over all of its assets and undertakings, in favour of the Issuer Security Trustee pursuant to the Issuer Deed of Charge, including:

(a) an assignment (and, to the extent not assignable, charge) of its rights in respect of the Issuer Transaction Documents (other than the Issuer Deed of Charge and the Note Trust Deed) and the Finance Documents to which the Issuer is a party and all other contracts, documents, agreements and deeds to which it is or may become, a party (the **Issuer Charged Documents**);

(b) an assignment (or, to the extent not assignable, charge) of its rights in respect of any amount standing from time to time to the credit of the Issuer Accounts;

(c) a charge of its rights in respect of all shares, stocks, debentures, bonds or other securities and investments owned by it or held by a nominee on its behalf; and

(d) a first floating charge of its assets not otherwise mortgaged, charged or assigned under the Issuer Deed of Charge.

The Issuer Security is held on trust by the Issuer Security Trustee for itself and the other Issuer Secured Creditors in respect of any and all monies, obligations and liabilities incurred or otherwise payable by or on behalf of the Issuer to the Issuer Secured Creditors under the Notes, the Class X Certificates and the other Issuer Transaction Documents.

The Issuer Deed of Charge:

(a) regulates the relationships between the various Issuer Secured Creditors and sets out the Issuer Priorities of Payments (refer to the section entitled "*Cashflow and Issuer Priority of Payments*" for further information);

(b) incorporates market standard provisions whereby all Issuer Secured Creditors agree that the Issuer Security Trustee alone may enforce the Issuer Security; and

(c) includes market standard limited recourse and non-petition provisions.

DESCRIPTION OF THE SERVICING ARRANGEMENTS

Servicing and special servicing of the Securitised Loan

Pursuant to the Servicing Agreement, the Issuer and the Issuer Security Trustee (in accordance with their respective interests) will appoint Wells Fargo Bank, N.A., London Branch as the Servicer and as the Special Servicer to provide certain services in relation to the Securitised Loan and the related Loan Security.

The Issuer will give to the Servicer, and for so long as the Securitised Loan is a Specially Serviced Loan, the Special Servicer, the full power, authority and right to act in its name and on its behalf as its lawful attorney and agent in connection with the exercise of the rights of the Issuer (as Lender and a Finance Party) under and in respect of the Securitised Loan and the Finance Documents. When exercising its obligations and discretions under the Servicing Agreement, the Servicer or, for so long as the Securitised Loan is a Specially Serviced Loan, the Special Servicer, must act in accordance with, among other things, the Servicing Standard.

Directions by the Issuer Security Trustee

Pursuant to the Servicing Agreement, following the delivery of an IST Notice, each of the Servicer and the Special Servicer must act (or refrain from acting), in respect of the Securitised Loan, in accordance with the written directions of the Issuer Security Trustee notwithstanding that such actions or refraining may be contrary to the Servicing Standard.

Servicing Standard

Subject to the previous paragraph and save as otherwise provided in the Servicing Agreement, each of the Servicer and the Special Servicer is required to perform its duties on behalf of and for the benefit of the Issuer and the Issuer Security Trustee in accordance with and subject to the following (the **Servicing Standard**). The Servicer and the Special Servicer must act:

(a) in accordance with applicable legal and regulatory requirements;

(b) in accordance with the terms of the Finance Documents;

(c) in accordance with the terms of the Servicing Agreement and other Issuer Transaction Documents to which it is a party;

(d) in the best interests and for the benefit of the Issuer, using reasonable judgment and as determined in good faith by the Servicer or the Special Servicer (as the case may be);

(e) to a standard of care which is the higher of:

  (i) the standard of care and with the same skill, care and diligence it applies to servicing similar loans for third parties; and

  (ii) the standard of care which it applies when it services commercial mortgage loans beneficially owned by it and/or its Affiliates,

in each case giving due consideration to the customary and usual standards of practice of prudent commercial mortgage lenders which service loans similar to the Securitised Loan, with a view to: (A) the prudent and timely exercise of the rights of the Issuer under the Finance Documents; (B) the timely collection of all sums due to the Issuer in respect of the Securitised Loan; and (C) if a Loan Event of Default occurs and is continuing, maximising recoveries in respect of the Securitised Loan on or before the Final Note Maturity Date (without prejudice to sub-paragraph (B) above), and, if there is a conflict between any of the requirements set out in paragraphs (a) to (e) (inclusive) above, giving priority to those provisions which appear earlier in such paragraphs.

Rights of delegation

The Servicer or, in the case of the Specially Serviced Loan, the Special Servicer may, in certain circumstances, without the consent of any other person (including, without limitation, the Issuer), subcontract or delegate their respective obligations under the Servicing Agreement. Notwithstanding any sub-contracting or delegation of the performance of any of its obligations under the Servicing Agreement, the Servicer or for so long as the

Securitised Loan is a Specially Serviced Loan, the Special Servicer, as the case may be, will not be released or discharged from any duty, obligation or liability thereunder and each will remain responsible for the performance of its obligations under the Servicing Agreement.

Other responsibilities of the Servicer and the Special Servicer

In addition to its obligations described above, the Servicer or, if the Securitised Loan is a Specially Serviced Loan, the Special Servicer will have certain obligations with respect to managing the interests of the Issuer, and the Issuer Security Trustee, as applicable, including with respect to any modification, waiver, amendment and/or consent relating to the Securitised Loan and taking any actions to realise upon the Loan Security related to the Securitised Loan. See "*Modifications, waivers, amendments and consents*".

If:

(a) the aggregate outstanding principal amount of the Whole Loan is at any time less than £275,000,000; or

(b) the Servicer or the Special Servicer receives notification that a Change of Control has occurred,

the Servicer or the Special Servicer, as applicable, must request, on behalf of the Issuer as Majority Lender, that the Loan Facility Agent serve notice on the Company declaring the Whole Loan due and payable in accordance with the terms of the Facility Agreement.

The Servicer or the Special Servicer, as applicable, will instruct the Loan Facility Agent, on behalf of the Issuer as Majority Lender, to obtain a Loan Valuation, subject to the provisions of the Facility Agreement, once in every 12 month period falling after the second anniversary of the Utilisation Date.

Reporting Entity

The Servicer (in its capacity as such) will act as the designated reporting entity in relation to the Securitised Loan for the purposes of complying with the requirement to report information relating to the Securitised Loan to the website to be set up by the ESMA for information to be provided pursuant to any applicable requirements under Article 8b of Regulation (EC) No. 1060/2009 (as amended) and the corresponding implementing measures from time to time (including the disclosure and reporting requirements under Articles 3 to 7 of Regulation (EU) No. 2015/3) (together, the **Article 8b requirements**) in respect of any relevant Notes issued by the Issuer.

Without prejudice to the foregoing, on or after 1 January 2017, the Servicer undertakes to provide notice on behalf of the Issuer to ESMA of its appointment as the designated reporting entity for the purposes of complying with the Article 8b requirements and to provide such notice in accordance with article 2(2) of Regulation (EU) No. 2015/3 and any corresponding formal guidance provided by ESMA.

Special Servicing Transfer Event

The Servicer will have the sole responsibility to service and administer the Securitised Loan until the occurrence of a Special Servicing Transfer Event in relation to the Securitised Loan.

Subject to the provisions of the Servicing Agreement, the Securitised Loan will become subject to a Special Servicing Transfer Event if any of the following events occurs (each a **Special Servicing Transfer Event**):

(a) a Loan Event of Default or Potential Loan Event of Default is existing on the relevant Loan Repayment Date (as the same may have been extended under the terms of the Facility Agreement);

(b) any Obligor becomes subject to insolvency or insolvency proceedings;

(c) the occurrence of a Loan Event of Default arising as a result of any creditors' process or cross-default; and

(d) any other Loan Event of Default occurs or is, in the Servicer's opinion, imminent and in either case not likely (in the Servicer's opinion) to be cured within 21 days of its occurrence and which is likely, in the Servicer's opinion, to have a material adverse effect in respect of the Issuer.

Promptly upon becoming aware of the occurrence of a Special Servicing Transfer Event, the Servicer will notify details of the same to the Issuer, the Issuer Security Trustee, the Note Trustee, the Rating Agencies, the Loan Facility Agent, the Loan Security Agent and the Operating Advisor (if appointed). The Special Servicer will then automatically assume all of its duties, obligations and powers and the Securitised Loan will become a **Specially Serviced Loan**.

Servicing of the Securitised Loan after it has become a Specially Serviced Loan will be retransferred to the Servicer and it will become a Corrected Loan upon the discontinuance of any event which would constitute a monetary Special Servicing Transfer Event for two consecutive interest periods and the facts giving rise to any other Special Servicing Transfer Event ceasing to exist, provided that no other matter exists which would give rise to the Securitised Loan becoming a Specially Serviced Loan.

Notwithstanding the appointment of the Special Servicer, the Servicer shall continue to provide specific services as set out in the Servicing Agreement in relation to the Securitised Loan which will include, among other things and without limitation, collecting information, preparing reports and performing administrative functions, subject to receipt by it of the required information from the Special Servicer (but will not be subject to any of the duties and obligations of the Special Servicer and shall not be entitled to receive the Special Servicing Fee with respect thereto). Neither the Servicer nor the Special Servicer will have responsibility for the performance by the other of its obligations and duties under the Servicing Agreement.

Asset Status Report

Pursuant to the Servicing Agreement, if a Special Servicing Transfer Event occurs, the Special Servicer will be required to prepare an asset status report with respect to the Securitised Loan and the Properties not later than 60 days after the occurrence of such Special Servicing Transfer Event (an **Asset Status Report**).

To the extent that the Special Servicer requires information from the Obligors and/or the Loan Facility Agent and/or the Loan Security Agent in order to be able to prepare an Asset Status Report it must promptly request the same of the Obligors (or direct the Loan Facility Agent or Loan Security Agent to request the same from the Obligors) and/or the Loan Facility Agent and/or the Loan Security Agent (as applicable). Promptly upon receipt of each such request, the Loan Facility Agent or the Loan Security Agent, as applicable, must supply to the Special Servicer such information as it has relating to the subject matter of such request and/or request such information from the Obligors, as applicable.

The Servicing Agreement will provide that the Asset Status Report should contain (to the extent practicably possible) among other things:

(a) a description of the status of the Securitised Loan and the Properties, details of any strategy with respect to the same and any negotiations with the Obligors;

(b) a consideration of the effect on net present value (as determined from time-to-time by the Servicer or Special Servicer (as appropriate) with reference to the sterling mid-swaps rate based upon time to maturity of the Securitised Loan (taking into account any effected extensions thereof in accordance with the terms of the Facility Agreement) of the various courses of action with respect to the Securitised Loan including, without limitation, a work-out of the Securitised Loan; and

(c) a summary of the Special Servicer's recommended actions and strategies with respect to the Securitised Loan which, subject to the terms of the Servicing Agreement, shall be the course of action that the Special Servicer has determined would maximise recovery on the Securitised Loan on a net present value basis.

Promptly after the Asset Status Report has been prepared or modified in accordance with the Servicing Agreement, the Special Servicer shall deliver a copy of such Asset Status Report to each Rating Agency and the Servicer and the Liquidity Facility Provider.

The Special Servicer will also be required to deliver to the Issuer and the Note Trustee a draft form of a proposed notice to the Noteholders that will include a summary of the current Asset Status Report (which will be a brief summary of the current status of the Properties and current strategy with respect to the Securitised Loan, with information redacted if and to the extent the Special Servicer determines, in its reasonable discretion, that it may compromise the position of the Issuer, as lender, not to do so), and the Issuer will be required to publish such summary in a regulatory information service filing or equivalent filing, if any, that complies with the requirements of the relevant exchange on which the Notes are listed and applicable law.

The Special Servicer may, from time to time, modify any Asset Status Report that it has previously delivered and shall modify any such Asset Status Report to reflect any changes in strategy that it considers are required from time to time by the Servicing Standard and shall promptly deliver the modified report to the Rating Agencies and the Servicer and shall deliver a revised summary of the same to the Issuer and the Note Trustee, which the Issuer shall publish in compliance with the rules of the relevant exchange.

Review

The Servicer, or for as long as the Securitised Loan is a Specially Serviced Loan, the Special Servicer shall where any Obligor fails, or is considered by the Servicer to have failed to have performed, any relevant property undertaking under the Facility Agreement or a Loan Event of Default is otherwise continuing, upon the Servicer giving the Issuer three Business Days' prior notice (except in the case of emergency) to enter upon and inspect, or cause to be inspected (including by way of the use of professional advisors), the applicable Properties whenever the Servicer or Special Servicer, as applicable, becomes aware that such Properties have been materially damaged, left vacant, or abandoned, or if environmental waste is being committed there or otherwise at their discretion in accordance with the Servicing Standard (an **Ad Hoc Review**). The Servicer or for so long as the Securitised Loan is designated a Specially Serviced Loan, the Special Servicer, is authorised to conduct an Ad Hoc Review more frequently, to the extent permitted by applicable law and the terms of the Finance Documents, if the Servicer or, or for so long as the Securitised Loan is a Specially Serviced Loan, the Special Servicer, acting in accordance with the Servicing Standard, has cause for concern as to the ability of any Obligors to meet their financial obligations under the Finance Documents. An Ad Hoc Review may include an inspection of a sample of the Properties and a consideration of the quality of the cashflow arising from the Properties (in the opinion of the Servicer or the Special Servicer, as applicable) and a compliance check of each Obligor's covenants under the Finance Documents. All Ad Hoc Reviews will be performed in such manner as is consistent with the Servicing Standard and will be at the cost and expense of the Issuer.

Insurance

The Servicer or (for so long as the Securitised Loan is a Specially Serviced Loan) the Special Servicer shall, on behalf of the Issuer, establish and administer procedures for monitoring compliance by the Obligors with their obligations under the Finance Documents in respect of the maintenance of insurances) at all times. Pursuant to the terms of the Servicing Agreement, the Servicer or the Special Servicer (as applicable) will use all reasonable efforts to monitor the compliance of, and to the extent reasonably practicable, to cause the Obligors to comply with the requirements in respect of the maintenance of insurances as set out in the Finance Documents and in accordance with the following paragraph.

If the Servicer or the Special Servicer, as applicable, becomes aware that either: (a) the Properties, fixtures and fixed plant and machinery are not covered by an insurance policy; (b) an insurance policy may lapse in relation to the Properties due to the non-payment of any premium; (c) loss of Rental Income for a period of not less than three years in relation to the Property is not covered by the insurance policy; or (d) the insurance fails to meet the requirements of the Facility Agreement, the Servicer or the Special Servicer, as applicable, shall use reasonable efforts consistent with the Servicing Standard subject always to all applicable laws and regulations and the terms of the Finance Documents (using, if necessary, the proceeds of a Property Protection Advance), to procure that the relevant insurances required by the Facility Agreement are maintained for the Properties in the form required under the Finance Documents. If any Obligor does not comply with its obligations in respect of any insurance policy, the Servicer or Special Servicer will (without any obligation or requirement to expend their own funds to do so) to the extent reasonably practicable, effect or renew any such insurance policy or instruct the Loan Facility Agent to do so (and not in any way for the benefit of the Obligor concerned) and, to the extent permitted under the Finance Documents, the Servicer or the Special Servicer, as applicable, shall make claim for the monies expended by the Servicer or Special Servicer, as applicable, for so effecting or renewing any such insurance from the Obligors. However, neither the Servicer nor the Special Servicer is required to pay or instruct payment of any amount described above if, in its reasonable opinion, to do so would not be in accordance with the Servicing Standard.

Servicer's/Special Servicer's obligations pursuant to the Margin Letter

Pursuant to the Margin Letter, the Servicer or the Special Servicer, as applicable, is obliged to make certain certifications in relation to the margin profile of the Securitised Loan.

The Servicer or the Special Servicer, as applicable, will immediately and, in any event, within one (1) Business Day upon receipt of a request from the Loan Facility Agent (a **Voluntary Prepayment Determination**

Request), furnish such Voluntary Prepayment Determination Request to the Issuer Cash Manager and, in accordance with the Issuer Cash Management Agreement, (i) procure the determination by the Issuer Cash Manager of the Issuer Base Cost, the New Weighted Average Margin and the Reduction in Weighted Average Margin in relation to the any Voluntary Prepayment which is proposed or has been made (the **Voluntary Prepayment Determinations**) and (ii) procure the notification by the Issuer Cash Manager to it of such Voluntary Prepayment Determinations within one Business Day of receipt of the Voluntary Prepayment Determination Request.

The Servicer or the Special Servicer, as applicable, will immediately and, in any event, within one (1) Business Day upon receipt of a request from the Loan Facility Agent (a **Margin Determination Request**, together with the Voluntary Prepayment Determination Request, a **Determination Request**), furnish such Margin Determination Request to the Issuer Cash Manager and, in accordance with the Issuer Cash Management Agreement, (i) procure the determination by the Issuer Cash Manager of the Issuer Base Cost and the Weighted Average Margin (the **Margin Determinations**, together with the Voluntary Prepayment Determinations, the **Loan Determinations**) and (ii) the notification by the Issuer Cash Manager to it of such Margin Determinations within one Business Day of receipt of the Margin Determination Request.

In accordance with the terms of the Margin Letter, within five Business Days of receipt by it of a Determination Request, the Servicer or the Special Servicer, as applicable, shall certify to the Loan Facility Agent the relevant requested Loan Determinations, based (and relying solely) on such information furnished to it by the Issuer Cash Manager.

Power to raise funds

Each of the Servicer or (after the occurrence of a Special Servicing Transfer Event) the Special Servicer will have full power and authority to raise funds on behalf of the Issuer from third parties in such manner and on such terms as it may see fit (including the ability to cause such funds and the cost of such funds to be paid in priority to payments due in respect of the Notes pursuant to the relevant Issuer Priority of Payments) in order to fund expenses relating to preserving the rights and interest of the Issuer (as lender) in the Securitised Loan and the related Loan Security that pertains to the same where such expenses cannot be funded through funds otherwise available to the Issuer. Such right to raise funds includes any right of the Issuer, as lender, to authorise any administrator (or analogous official) of any Obligor to raise funds in order to preserve the value or permit the continued operation of the Properties.

In determining whether to cause any funds to be raised, the Servicer or the Special Servicer, as applicable, shall, as a condition to the same, first have determined in good faith that:

(a) raising such amounts would be consistent with the Servicing Standard; and

(b) it would be in the better interest of the Issuer, as lender, that such amounts were raised as opposed to such amounts not being raised, taking into account the relevant circumstances (which will include, but not be limited to, the related risks to which the Issuer would be exposed if such amounts were not raised and whether any such amounts would ultimately be recoverable from the Obligors).

Property protection

The Finance Documents oblige the Obligors to pay certain amounts to third parties, such as insurers and persons providing services in connection with the operation of the Properties.

If an Obligor fails to do so and:

(a) the amounts standing to the credit of the Obligor Accounts in respect of which the Loan Security Agent has sole signing rights are insufficient or not available or able to be applied for such purpose; and/or

(b) the Servicer or (after the occurrence of a Special Servicing Transfer Event) the Special Servicer determines that it would be in the better interest of the Issuer, as lender, that such amounts were paid as opposed to such amounts not being paid, taking into account the relevant circumstances, which will include, but not be limited to, the related risks that the Issuer would be exposed to if such amounts were not paid and whether any payments made by or on behalf of the Issuer would ultimately be recoverable from the Obligors; and/or

(c) a Property Protection Shortfall has arisen,

then the Servicer or, for so long as the Securitised Loan is designated a Specially Serviced Loan, the Special Servicer may make the relevant third party payment (each such payment by the Servicer or Special Servicer being a **Property Protection Advance**) utilising (x) funds (if any) available to the Issuer for such purpose, (including by way of Property Protection Drawing), (y) the Servicer's or the Special Servicer's own funds and/or (z) funds raised from third parties for this purpose as described in "*Power to raise funds*" above.

If the Servicer or the Special Servicer, as applicable, makes a Property Protection Advance from its own funds, it will be repaid, subject to the Issuer Priorities of Payments (together with interest thereon at the rate then applicable to the Class A Notes) on the Note Payment Date immediately following the Calculation Date immediately following the date on which such Property Protection Advance was made.

Modifications, waivers, amendments and consents

Subject to the terms of the Servicing Agreement, the Servicer (if no Special Servicing Transfer Event has occurred and is continuing) or the Special Servicer (if a Special Servicing Transfer Event has occurred and is continuing) may agree to amend, modify or waive, or grant or withhold or refuse consent (or in each case instruct the Loan Facility Agent and/or the Loan Security Agent in respect of the same) in respect of, any term of the Finance Documents if such amendment, modification, consent or waiver (or refusal thereof) is in accordance with the Servicing Standard and subject to certain additional limitations.

In no event shall the Servicer or Special Servicer, as applicable, consent to any modification which would constitute a Class X Entrenched Right without first obtaining the prior written consent of the relevant Class X Certificateholders in accordance with the provisions of the Note Trust Deed.

In no event shall the Servicer or Special Servicer, as applicable, consent to any modification which would constitute a Basic Terms Modification without first obtaining the prior consent of the relevant Noteholders in accordance with the provisions of the Note Trust Deed.

The Servicer or, for so long as the Securitised Loan is a Specially Serviced Loan, the Special Servicer, is required to: (a) give prior written notice of any such amendment or variation to the Rating Agencies; and (b) (x) give written notice of any such amendment or variation to the Servicer or Special Servicer, as applicable, the Issuer, the Issuer Security Trustee, the Loan Facility Agent, the Note Trustee and the Operating Advisor (if appointed) and (y) request that the Issuer notifies (and the Issuer shall so notify) the Noteholders and the Class X Certificateholders.

The Servicer or the Special Servicer, as applicable, shall further require as a condition to the effectiveness of any modification, waiver or consent to any Issuer Transaction Document involving any interaction with any Noteholders, including, but not limited to, any Extraordinary Resolution pursuant to which Noteholders provide any consent or direction with respect to any proposed modification, waiver or consent of the Issuer Transaction Documents, that each person who voted or counted in the quorum in any meeting of any Class of Noteholders or otherwise provided any such consent or direction provides a confirmation that it was not, at the time of such quorum, vote or direction, a Disenfranchised Holder, which confirmation shall also be addressed to the Issuer Security Trustee and the Note Trustee.

Note Maturity Plan

If (a) any part of the Securitised Loan remains outstanding on the Note Maturity Plan Trigger Date and (b) in the opinion of the Special Servicer, all recoveries then anticipated by the Special Servicer with respect to the Securitised Loan (whether by enforcement of the related Loan Security or otherwise) are unlikely to be realised in full prior to the Final Note Maturity Date, the Special Servicer shall be required to prepare a draft selection of proposals (the **Note Maturity Plan**) and present the same to the Issuer, the Note Trustee and the Issuer Security Trustee not later than 45 days after Note Maturity Plan Trigger Date. At least one proposal provided by the Special Servicer must be that the Issuer Security Trustee, at the cost of the Issuer, will engage a financial expert to advise the Issuer Security Trustee as to the enforcement of the Issuer Security. The Issuer, with the assistance of the Special Servicer, will publish the Note Maturity Plan with the regulatory information service.

Upon receipt of the draft Note Maturity Plan, the Issuer shall convene a meeting of all Noteholders at which the Noteholders will have the opportunity to discuss the various proposals contained in the draft Note Maturity Plan with the Special Servicer. Following such meeting, the Special Servicer shall reconsider the Note Maturity Plan and make modifications thereto to address the views of Noteholders (subject to the Servicing Standard) following which it will promptly (x) provide a final Note Maturity Plan to the Issuer, the Noteholders, the

Rating Agencies, the Note Trustee and the Issuer Security Trustee and (y) request that the Issuer provide the Noteholders and the Class X Certificateholders with a final Note Maturity Plan.

Upon receipt of the final Note Maturity Plan, the Issuer shall convene a meeting of the Noteholders of the Most Senior Class of Notes then outstanding to select their preferred option among the proposals set out in the final Note Maturity Plan. The Special Servicer shall, notwithstanding any other provision of the Servicing Agreement or requirement to act in accordance with the Servicing Standard, implement the proposal that receives the approval of the Noteholders of the Most Senior Class of Notes then outstanding by way of Ordinary Resolution at such meeting and shall have no liability to any person for seeking to implement and subsequently implementing such proposal with no regard to the Servicing Standard. If no proposal in the final Note Maturity Plan receives the approval of the Noteholders of the Most Senior Class of Notes then outstanding by Ordinary Resolution at such meeting, then the Issuer Security Trustee will be deemed to be directed by all the Noteholders to appoint a receiver (to the extent applicable) in order to realise the Issuer Security pursuant to the Issuer Deed of Charge as soon as practicable upon such right becoming exercisable, provided that it will have no obligation to do so if it shall not have been indemnified and/or secured and/or prefunded to its satisfaction.

Servicing Fee

On each Note Payment Date, the Issuer shall pay to the Servicer a fee in respect of the Securitised Loan equal to £1 per annum (inclusive of VAT) (the **Servicing Fee**).

The Servicing Fee will continue to be paid notwithstanding the fact that the Securitised Loan may have been designated a Specially Serviced Loan. Following any termination of the Servicer's appointment as Servicer, a fee will be paid to any substitute servicer appointed, provided that such fee may be payable to any substitute servicer at a higher rate (as compared to the Servicing Fee) agreed in writing by the Issuer (but which does not exceed the rate then commonly charged by providers of loan servicing services in relation to commercial properties).

Special Servicing Fee

On each Note Payment Date, the Issuer shall pay to the Special Servicer the Special Servicing Fee equal to 0.10 per cent. per annum of the aggregate outstanding principal balance of the Securitised Loan for each day that it is designated as a Specially Serviced Loan (the **Special Servicing Fee**). The Special Servicing Fee will be payable in addition to the Servicing Fee. The Special Servicing Fee shall cease to accrue if (i) a liquidation event occurs in respect of the Securitised Loan or (ii) the Securitised Loan is designated a Corrected Loan. A Specially Serviced Loan will become a Corrected Loan (as defined below) upon the discontinuance of any event which would constitute a monetary Special Servicing Transfer Event for two consecutive interest periods and the facts giving rise to any other Special Servicing Transfer Event having ceased to exist and no other matter existing which would give rise to the Securitised Loan becoming a Specially Serviced Loan (a **Corrected Loan**).

Modification Fee

In addition to the Servicing Fee, the Servicer will also be entitled to receive a fee, in an amount which it agrees with the Obligors, as remuneration for any action taken by the Servicer in respect of any request for an amendment, consent or waiver made or given in respect of the Securitised Loan and the Finance Documents prior to the occurrence of a Special Servicing Transfer Event and subject to certain conditions. The Servicer will only be entitled to receive such a fee if:

(a) its receipt of such a fee would be consistent with the Servicing Standard;

(b) such fee can be recovered from the Obligors or any of their Affiliates (or from proceeds and/or collections from the Properties based on the current valuation and the Servicer's estimate of income generated from the Properties) without resulting in any shortfall in other amounts due under the terms of the Securitised Loan; and

(c) the payment of such fee would not result in any shortfall in current interest due on the Securitised Loan on its original terms.

Liquidation Fee and Workout Fee

If the Securitised Loan is a Specially Serviced Loan, the Issuer shall pay to the Special Servicer:

(a) a liquidation fee (the **Liquidation Fee**) equal to 0.20 per cent. of the Liquidation Proceeds on the Note Payment Date immediately following a Calculation Date immediately following the receipt of such Liquidation Proceeds, provided that no Liquidation Fee will be payable in respect of Liquidation Proceeds:

  (i) where the Securitised Loan was a Specially Serviced Loan for a period of fewer than 30 (thirty) days; or

  (ii) where the Securitised Loan or the Borrower or any relevant part of the Property Portfolio (whether directly or directly) is sold to an Affiliate of the Special Servicer; or

  (iii) where the Securitised Loan and related Loan Security is repurchased by the Loan Seller in accordance with the terms of the Loan Sale Agreement; and

(b) a workout fee (the **Workout Fee**) payable to the Special Servicer, if a Specially Serviced Loan subsequently becomes a Corrected Loan. The Workout Fee shall be an amount equal to 0.20 per cent. of each collection of interest and principal received in respect of the Securitised Loan for so long as it remains a Corrected Loan.

The Servicing Fees will cease to be payable in relation to the Securitised Loan if (i) the Securitised Loan is repaid in full; or (ii) the Special Servicer has determined, acting in accordance with the Servicing Standard, that there has been a recovery of all amounts or recoveries that, in the Special Servicer's judgment, will ultimately be recoverable with respect to the Securitised Loan, such judgment to be exercised in accordance with the Servicing Standard (a **Final Recovery Determination**).

Each of these fees (apart from the Servicing Fee) are exclusive of VAT (if any) properly chargeable thereon.

Liquidation Proceeds means the proceeds of sale, net of costs and expenses (including any part thereof attributable to VAT) and any taxes (if any) paid or to be provided for out of such proceeds, arising from the sale of the Securitised Loan or any Obligor or any part of the Property Portfolio (whether directly or indirectly) following the enforcement of the security in respect of the Securitised Loan or upon a sale carried out other than by way of enforcement of the security as a result of the material activity of the Special Servicer in accordance with the provisions of the Servicing Agreement. For the purposes of this definition, what constitutes "material activity" will be determined in the sole opinion of the Special Servicer acting in accordance with the Servicing Standard.

Servicing expenses

The Servicer and the Special Servicer shall be entitled to be reimbursed in respect of out-of-pocket fees, costs (including the reimbursement of any of the Servicer's or the Special Servicer's own funds used in the making of a Property Protection Advance), expenses and charges (together with any Irrecoverable VAT) properly incurred by them in the performance of their servicing obligations. Such costs and expenses are payable by the Issuer on the Note Payment Date following the Loan Interest Period during which they are incurred by the Servicer or the Special Servicer and without prejudice to any other right to payment or, in the case of fees, costs and expenses which are paid directly by an Obligor immediately on the date which such fees, costs and expenses are collected from an Obligor.

Irrecoverable VAT means any amount in respect of VAT incurred by a party to the Issuer Transaction Documents (for the purposes of this definition, a **Relevant Party**) as part of a payment in respect of which it is entitled to be reimbursed or indemnified under the relevant Issuer Transaction Documents to the extent that the Relevant Party does not or will not receive and retain a credit or repayment of such VAT as input tax (as that expression is defined in section 24(1) of the Value Added Tax Act 1994).

Liability of Servicer and Special Servicer

Neither the Servicer nor the Special Servicer will be responsible for any loss or liability to the Issuer other than those losses caused by its negligence, fraud or wilful misconduct. The Servicer and the Special Servicer will not be negligent if it takes any action in reliance on advice received from any adviser, provided that the Servicer or

for so long as the Securitised Loan is a Specially Serviced Loan, the Special Servicer, was not fraudulent or negligent in its selection of such adviser and was not aware (nor negligent for not being aware) of any conflict of interest that such adviser might have with respect to the advice being provided where such conflict of interest was a likely source of the loss to the Issuer.

Reporting

Subject to any limitation imposed by applicable law or any confidentiality agreement, the Servicer must deliver to the Issuer, the Issuer Cash Manager, the Special Servicer, the Rating Agencies, the Operating Advisor (if appointed) and the Issuer Security Trustee during each Loan Interest Period (and, with respect to the "CREFC E-IRP Loan Set-up File", the Servicer shall, in addition, provide such information prior to the first Note Payment Date), the following reports with respect to the Securitised Loan, each of which shall provide the required information in respect of the Note Interest Period immediately preceding the immediately ended Note Interest Period (in the case of item (a) below and information fields based on information provided by the relevant Borrowers) or in respect of the immediately ended Note Interest Period (in the case of the other items listed below) in each case based on information provided by the Special Servicer if the Securitised Loan is designated a Specially Serviced Loan the following reports:

(a) a report setting out certain loan-level information including, cut-off balance, original mortgage rate, maturity date and general payment information, as well as financial data (as set out in the "CREFC E-IRP Loan Set-up File");

(b) a report setting out quarterly remittances on the Securitised Loan as well as the tracking of both scheduled and unscheduled payments in respect thereof (as set out in the "CREFC E-IRP Loan Periodic Update File");

(c) a report setting out information regarding the Properties including, property name, address and identification number (as set out in the "CREFC E-IRP Property File"); and

(d) a report setting out, among other things, details of any event that would cause the Securitised Loan to be included on the servicer watchlist (as set out in the "CREFC E-IRP Servicer Watchlist Criteria and Servicer Watchlist File"),

together, the **CREFC European Investor Reporting Package**.

The CREFC European Investor Reporting Package shall be in the form prescribed in the standard European Investor Reporting Package published by the Commercial Real Estate Finance Council Europe from time to time.

(a) In addition to the above, the Servicer will report the following additional information on each Calculation Date:

  (i) financial covenant compliance calculated in accordance with the methodologies for determining compliance in the Facility Agreement;

  (ii) portfolio summary by region;

  (iii) portfolio summary by property type; and

  (iv) current and historical property disposals.

  Such additional information provided by the Servicer may be modified from time to time in the Servicer's sole discretion.

(b) The Servicer shall also provide, in respect of each Loan Interest Period, a report based, where necessary, on information provided to the Servicer by the Special Servicer, containing the following information regarding the Securitised Loan and the Properties:

  (i) a report setting out the information provided by the Obligors pursuant to the information covenants contained in the Finance Documents;

(ii) a report setting out, among other things, general information in relation to the Securitised Loan (including cut-off balance, original mortgage rate, maturity date and general payment information, as well as financial data); and

(iii) a report setting out, among other things, information regarding the Properties,

(such reports, in (a) and (b) above, together with the CREFC European Investor Reporting Package, the **Servicer Quarterly Report**).

The Servicer Quarterly Report will be made publicly available by the Issuer Cash Manager, on behalf of the Servicer, at www.usbank.com/abs which internet website does not form part of this Prospectus. Following receipt by the Servicer or the Special Servicer, as applicable, of a Loan Valuation, it will deliver a copy of the same to the Issuer Cash Manager to be made publicly available at www.usbank.com/abs.

Such additional information provided by the Servicer may be modified from time to time in the Servicer's sole discretion. The Servicer Quarterly Report may be subject to audit by an international auditing firm at the cost of the Issuer upon request of the Issuer Security Trustee or Loan Facility Agent.

Enforcement of the Securitised Loan

The Special Servicer shall determine and is authorised by the Issuer and the Issuer Security Trustee, as applicable, to determine the best strategy for exercising the rights, powers and discretions of the Issuer and the exercise of procedures to enforce those rights, powers and discretions (including in each case providing instructions and authorisations to the Loan Security Agent and the Loan Facility Agent as appropriate) following the occurrence of a Loan Event of Default to implement (or, as it reasonably considers necessary, to instruct the Loan Security Agent or Loan Facility Agent to implement) such strategy.

If the Special Servicer determines that the most appropriate course of action consistent with the Servicing Standard would be to sell the Securitised Loan, then the Issuer Security Trustee (at the cost of the Issuer) must at the request of the Special Servicer release and discharge the Issuer Security to the extent that it relates to the Securitised Loan and related Loan Security that pertains to the same in order to allow such sale to proceed.

If the Securitised Loan has become a Specially Serviced Loan, the Special Servicer must document its proposed strategy with the delivery of an Asset Status Report.

As soon as reasonably practicable after the Special Servicer makes a Final Recovery Determination with respect to the Securitised Loan, it shall promptly notify the Servicer, the Issuer, the Issuer Cash Manager, the Issuer Security Trustee and, if appointed, the Operating Advisor of the amount of such Final Recovery Determination. The Special Servicer shall maintain an accurate record of the basis of the determination of the Final Recovery Determination.

For so long as the Securitised Loan is designated a Specially Serviced Loan, the Special Servicer may, if it determines (acting in accordance with the Servicing Standard) that the most appropriate course of action would be to sell the Securitised Loan (instead of taking enforcement action in respect thereof), dispose of the Securitised Loan on behalf of the Issuer to a third party purchaser (such purchaser cannot be the Sponsors, any Sponsor Affiliate, the Servicer or any of its Affiliates) on arm's length terms and for a consideration which the Special Servicer determines (taking advice from professional advisers as it considers necessary) is the best price achievable in the market at the time, provided that:

(a) the relevant purchaser has obtained all the necessary approvals and authorisations;

(b) the relevant purchaser has provided the Issuer with a solvency certificate or such other form as may be required by the Servicer or Special Servicer, as applicable;

(c) the Rating Agencies have been notified in advance of such sale;

(d) the sale price shall be unconditionally paid on the relevant date of disposal by credit transfer and in same day, freely transferable, cleared funds into the Issuer Transaction Account. The sale of the Securitised Loan will be effective subject to the actual payment in full of the sale price;

(e) the Issuer (or the Special Servicer on its behalf) shall enter into such agreements, deeds and documents and perfect such formalities as may be necessary and/or expedient in order to render the sale of the Securitised Loan and related Loan Security valid, effective and enforceable vis-à-vis third parties; and

(f) any costs and expenses incurred in connection with the sale of the Securitised Loan pursuant to the Servicing Agreement shall be borne by the Issuer or the purchaser, as agreed in the relevant sale and purchase agreement.

Each of the Servicer and the Special Servicer shall procure that if, after enforcement of the Loan Security related to the Securitised Loan, an amount in excess of all sums due from the Obligors under the Finance Documents is recovered or received, the balance (after discharge of all such sums) is paid to the persons entitled thereto pursuant to the terms of the Finance Documents.

The Servicer or the Special Servicer, as applicable, shall (to the extent it has such relevant information) provide to the Loan Security Agent all information that the Loan Security Agent may require to enable the Loan Security Agent to commence enforcement action under, and in accordance with the provisions of, the Loan Security Documents.

The Issuer authorises the Special Servicer to give a receiver, administrative receiver, administrator or other similar insolvency office-holder appointed pursuant to any Loan Security related to the Securitised Loan an indemnity on its behalf, provided that:

(a) the indemnity is required by such person as a condition of its appointment or continued appointment and reasonable endeavours to appoint a suitably qualified and experienced replacement without the provision of such an indemnity have been taken by the Special Servicer;

(b) the terms of any indemnity would be acceptable to a reasonably prudent lender of money secured on commercial property; and

(c) the Special Servicer, shall use best endeavours to limit:

(i) the maximum amount of such indemnity to the lowest amount; and

(ii) the period of time for which it is effective to the shortest time,

in each case, that is practicable in the circumstances.

Controlling Class and Operating Advisor

The Controlling Class will be able to appoint, by way of Ordinary Resolution, an Operating Advisor.

Without prejudice to the content of the paragraph entitled "*Directions by the Issuer Security Trustee*" and certain actions the Special Servicer is required to take in connection with a Note Maturity Plan (and subject to the requirement to obtain Noteholder or Class X Certificateholder, as applicable, consent in respect of any modification which would constitute a Basic Terms Modification or a Class X Entrenched Right), in no event shall the Servicer or the Special Servicer: (i) take or refrain from taking any action which, in the good faith and reasonable judgement of the Servicer or the Special Servicer, as applicable, would cause the Servicer or Special Servicer to violate the Servicing Standard; or (ii) refrain from taking any action pending receipt of a response from the Operating Advisor or pending agreement being reached with the Operating Advisor if the Servicer or Special Servicer, as applicable, in its good faith and reasonable judgement, determines that immediate action is necessary to comply with the Servicing Standard, and the taking or refraining from taking of any action (x) prior to the receipt of the Operating Advisor's approval thereof, or (y) pending agreement being reached with the Operating Advisor, or (z) in a manner which is contrary to the directions of, or disapproved by, the Operating Advisor shall not constitute a breach by the Servicer or the Special Servicer, as applicable, of the Servicing Agreement so long as, in the Servicer's or the Special Servicer's, as applicable, good faith and reasonable judgement, such action was required by the Servicing Standard provided that the Servicer or the Special Servicer, as applicable, is not obliged to act or refrain from acting where to do so would violate any applicable law or regulation.

Subject to the above paragraph and the content of the paragraph entitled "*Directions by the Issuer Security Trustee*", the Servicer or Special Servicer must not, for at least five Business Days after notifying the Operating

Advisor of its intention to do so, agree to amend or waive any provision of the Finance Documents if the effect of such waiver or amendment would be (among other things):

(a) to change the date on which any amount is due to be paid by an Obligor, the timing of any payment other than in accordance with the Finance Documents, any principal amount or the interest rate payable in respect of the Securitised Loan other than changes to the margin as contained in the Margin Letter;

(b) to release any Obligor from any of its material obligations under or in respect of the Finance Documents other than in accordance with the terms thereof;

(c) to waive any Loan Event of Default; or

(d) to approve a restructuring plan in insolvency of an Obligor.

If within five Business Days of having been notified of any such action proposed to be taken by the Servicer or the Special Servicer, the Operating Advisor has not confirmed in writing to the Servicer or the Special Servicer whether it agrees or disagrees with the proposed course of action, the Operating Advisor will be deemed to have agreed thereto. If the Operating Advisor notifies the Servicer or the Special Servicer that it disagrees with the proposed course of action, the parties will follow the steps set out in the Servicing Agreement to come to a conclusion as to what proposed course of action should be taken. If there is any conflict between any action which the Special Servicer would be required to take in order to comply with the advice and/or representations of the Operating Advisor, and the Servicing Standard, the Servicing Standard should prevail.

The Servicer or the Special Servicer (as the case may be) must not, subject to certain provisions of the Servicing Agreement, agree to or authorise or instruct the same if the effect of this would be:

(a) unless the Securitised Loan is then designated a Specially Serviced Loan, to release any Obligor from any of its material obligations under the Finance Documents (otherwise than in accordance with the terms thereof);

(b) to release any material security for the Securitised Loan (unless (A) a corresponding principal repayment is made or such release is required under law or contemplated in the Finance Documents or (B) the Servicer or, as applicable, the Special Servicer considers there would be no material prejudice to the interests of the Issuer, determined in accordance with the Servicing Standard, as a result);

(c) to require the Issuer to make any further advance of monies to any Obligor or other person;

(d) unless the Securitised Loan is then designated a Specially Serviced Loan, to extend the Loan Repayment Date (either by formal extension or the grant of a standstill) beyond the date which is three years after the Final Loan Repayment Date (and, for the avoidance of doubt, the maturity date of the Securitised Loan may only be extended (otherwise than in accordance with the terms of the Facility Agreement) if the Securitised Loan is then designated a Specially Serviced Loan);

(e) unless the Securitised Loan is then designated a Specially Serviced Loan, to materially impair the security therefor; or

(f) unless the Securitised Loan is then designated a Specially Serviced Loan, to reduce the likelihood of timely payments of amounts due on the Securitised Loan or modify any monetary terms in relation to monies due under the Finance Documents.

The restrictions to certain actions as set out in paragraphs (a) to (f) above apply at all times to any consideration by the Servicer or the Special Servicer, as applicable, of proposed actions, and not only to circumstances where the Operating Advisor and the Servicer are not in agreement as to a proposed course of action. However, the Special Servicer shall not be bound by the restrictions set out in (a), (d), (e) and (f) above in deciding the course of action to be taken in accordance with the Servicing Standard.

Termination for cause of the appointment of the Servicer or Special Servicer

The following constitute a **Servicing Termination Event** under the Servicing Agreement:

(a) in respect of the Servicer only, failure by the Servicer, the Loan Facility Agent or the Loan Security Agent (but only, in the case of failure by the Loan Facility Agent or the Loan Security Agent, if the

Loan Facility Agent or the Loan Security Agent (as applicable) is an Affiliate of the Servicer) to remit funds to or for the account of the Issuer where the same are required to be remitted by any such entity under the Servicing Agreement or the Finance Documents by 11.00am (London time) on the Business Day following the date on which the same were required to be remitted, but only where there are sufficient funds available in the account from which such funds were required to be remitted;

(b) failure by the Special Servicer to remit funds to or for the account of the Issuer where the same are required to be remitted by it under the Servicing Agreement or the Finance Documents by 11.00am (London time) on the Business Day following the date on which the same were required to be remitted, but only where there are sufficient funds available in the account from which such funds were required to be remitted;

(c) failure by the Servicer or Special Servicer, as applicable, to observe or perform in any material respect any of its other obligations under the Servicing Agreement (whether failure of a specific obligation or failure to observe or act according to the Servicing Standard) and such failure continues unremedied for a period of 30 days after the earlier to occur of (A) the date on which the Servicer or Special Servicer, as applicable, becomes aware of such failure and (B) the date on which written notice of such failure is given to the Servicer or Special Servicer, as applicable, by the Issuer and/or the Issuer Security Trustee;

(d) material breach by the Servicer or Special Servicer, as applicable, of any representation or warranty given by it under the Servicing Agreement in any material respect, and the circumstances giving rise to such material breach are not remedied by the date falling 30 days after the earlier to occur of (A) the date on which the Servicer or Special Servicer, as applicable, becomes aware of such breach and (B) the date on which written notice of such breach is given to the Servicer or Special Servicer, as applicable, by the Issuer and/or (following service of an IST Notice) the Issuer Security Trustee;

(e) it becomes unlawful for the Servicer or Special Servicer, as applicable, to perform any material part of its obligations under the Servicing Agreement;

(f) the Servicer or Special Servicer, as applicable, pays or has paid any part of its remuneration under the Servicing Agreement to any person (including any Noteholder person related thereto) in connection with securing its appointment (or keeping such appointment) under the Servicing Agreement;

(g) except in connection with a Permitted Reorganisation, an order is made or an effective resolution passed for winding up the Servicer or the Special Servicer;

(h) except in connection with a Permitted Reorganisation, the Servicer or the Special Servicer ceases to own the whole or substantially the whole of its business or ceases to own the whole or substantially the whole of its commercial mortgage servicing business;

(i) except in connection with a Permitted Reorganisation:

(i) the Servicer or the Special Servicer stops payment of its debts (other than debts contested in good faith) or the Servicer or the Special Servicer is deemed unable to pay its debts within the meaning of the insolvency laws applicable to such entity or becomes unable to pay its debts as they fall due or otherwise becomes insolvent;

(ii) proceedings are initiated (including the presentation of a petition or filing of documents with the court for administration (other than proceedings for dissolution or winding-up which are contested in good faith and discharged within 60 (sixty) days or 90 (ninety) days if such proceedings cannot be discharged within such 60 (sixty)-day period and the Servicer or the Special Servicer as applicable has diligently pursued, and continues to pursue, such discharge during such 60 (sixty)-day period)) against the Servicer or the Special Servicer under any applicable laws concerning liquidation, administration, insolvency, composition or reorganisation (save where such proceedings are frivolous or vexatious or are being contested in good faith by the Servicer or the Special Servicer); or

(iii) the Servicer or the Special Servicer, as applicable, become subject to any other insolvency or insolvency proceedings (including in any other relevant jurisdiction) not the subject of paragraphs (i) and (ii) above (other than proceedings for dissolution or winding-up which are contested in good faith and discharged within 60 (sixty) days or 90 (ninety) days if such proceedings cannot be discharged within such 60 (sixty)-day period and the Servicer or the

Special Servicer as applicable has diligently pursued, and continues to pursue, such discharge during such 60 (sixty)-day period);

(j) where the Servicer and the Loan Facility Agent cease to be the same entity.

Permitted Reorganisation means a reorganisation or restructuring the terms and the relevant surviving entity of which notification has been provided to the Note Trustee and in relation to which such surviving entity demonstrates to the satisfaction of the Note Trustee that it will, following the completion of the reorganisation or restructuring, not be insolvent, and shall have assumed all of the liabilities and obligations of the Servicer or the Special Servicer, as applicable; provided that the surviving party meets the requirements with respect to successors contained in the Servicing Agreement with respect to the Servicer or Special Servicer, as applicable.

Rights upon Servicing Termination Event; replacement of Servicer and Special Servicer

Upon the occurrence of any Servicing Termination Event the Issuer or, after delivery of an IST Notice the Issuer Security Trustee may (and shall if instructed to do so by the Operating Advisor (if one has been appointed)) by notice in writing to the Servicer or the Special Servicer (with a copy to each of the Rating Agencies), as the case may be, terminate the appointment of the Servicer (if the Servicing Termination Event is in respect of the Servicer) or the Special Servicer (if the Servicing Termination Event is in respect of the Special Servicer).

Termination without cause

If the Issuer Security Trustee is notified by the Note Trustee that each Class of the Noteholders, in respect of which no Control Valuation Event has occurred, (acting by Extraordinary Resolution) has directed that the Servicer and/or the Special Servicer be replaced, then the Issuer Security Trustee must at the expense of the Issuer (by written notice to the Servicer or Special Servicer, as applicable) terminate the appointment of the Servicer or Special Servicer, as applicable.

The appointment of the entity acting as Special Servicer under the Servicing Agreement may be terminated upon the Operating Advisor notifying the Issuer, the Issuer Security Trustee and the Rating Agencies in writing that it requires a replacement Special Servicer to be appointed. Any such termination of the appointment of the Special Servicer will be subject to the condition that such termination or replacement does not cause the then current rating of the Notes of any Class to be downgraded, withdrawn or qualified.

Appointment of substitute

No termination of the appointment of the Servicer or the Special Servicer (or resignation of the same), as applicable, will be effective until (among other conditions) a replacement servicer or special servicer, as the case may be, has been appointed.

Resignation of the Servicer or Special Servicer

Each of the Servicer and the Special Servicer may resign from its appointment as such by giving to the Issuer and the Issuer Security Trustee at least three months' written notice to this effect (no such resignation will be effective until a replacement servicer or special servicer, as the case may be, has been appointed).

General

Neither the Servicer nor the Special Servicer will be liable for any failure by the Issuer to make any payment due by it under the Notes or any of the other Issuer Transaction Documents.

CASHFLOW AND ISSUER PRIORITY OF PAYMENTS

Source of funds

The repayment of principal and the payment of interest by the Borrowers in respect of the Securitised Loan will provide the principal source of funds for the Issuer to make payments of interest, Note Excess Amounts and Allocated Note Prepayment Fee Amounts on and repayments of principal in respect of the Notes and payments of Class X Distribution Amounts and Class X Prepayment Fee Amounts in respect of the Class X Certificates.

Calculation Date determinations

On each date which is two Business Days prior to each Note Payment Date (each, a **Calculation Date**), the Issuer Cash Manager will be required, *inter alia*, to calculate, based on information provided to it by the Servicer (where applicable) on such Calculation Date, the following:

(a) all amounts due (or due on the immediately following Note Payment Date) in accordance with the Pre-Acceleration Interest Priority of Payments, the Pre-Acceleration Principal Priority of Payments or the Post-Acceleration Priority of Payments (as applicable);

(b) the amount of Interest Available Funds, Principal Available Funds and Loan Prepayment Fees (in each case, broken down by category) received by the Issuer during the Loan Payment Period then ending and available to the Issuer for distribution on the next following Note Payment Date;

(c) the Class A Principal Payment Amount, the Class B Principal Payment Amount, the Class C Principal Payment Amount, the Class D Principal Payment Amount, the Class E Principal Payment Amount, the Class F Principal Payment Amount and the Class A Payment Amount, the Class B Payment Amount, the Class C Payment Amount, the Class D Payment Amount, the Class E Payment Amount and the Class F Payment Amount payable by the Issuer on the immediately following Note Payment Date;

(d) the Allocated Note Prepayment Fee Amounts in respect of each Class of Notes and the Class X Prepayment Fee Amount and the Class X Distribution Amount payable by the Issuer on the immediately following Note Payment Date;

(e) the amount of any Deferred Interest and any Deferred Note Excess Amount in respect of each Class of Notes for the immediately following Note Payment Date;

(f) the amount of any Interest Shortfall and any Expenses Shortfall;

(g) the Class D Adjusted Interest Payment Amount, the Class E Adjusted Interest Payment Amount and the Class F Adjusted Payment Amount and whether the Class D Available Funds Cap, the Class E Available Funds Cap or the Class F Available Funds Cap apply;

(h) the Principal Amount Outstanding for each Class of Notes for the Note Interest Period commencing on the immediately following Note Payment Date (following any principal redemption of the Notes on such Note Payment Date); and

(i) the amount of any Liquidity Drawing which will be required to be made on the next following Note Payment Date.

For these purposes:

Appointees means, for the purposes of item (a) of the Pre-Acceleration Interest Priority of Payments and the Post-Acceleration Priority of Payments, any attorney, manager, agent, delegate, nominee, custodian, receiver or other person appointed by the Note Trustee under the Note Trust Deed or by the Issuer Security Trustee under the Issuer Deed of Charge.

Class A Final Payment Amount means the aggregate of any principal due and payable on the Class A Notes and any unpaid Allocated Note Prepayment Fee Amounts in respect of the Class A Notes.

Class B Final Payment Amount means the aggregate of any principal due and payable on the Class B Notes and any unpaid Allocated Note Prepayment Fee Amounts in respect of the Class B Notes.

Class C Final Payment Amount means the aggregate of any principal due and payable on the Class C Notes and any unpaid Allocated Note Prepayment Fee Amounts in respect of the Class C Notes.

Class D Final Payment Amount means the aggregate of any principal due and payable on the Class D Notes and any unpaid Allocated Note Prepayment Fee Amounts in respect of the Class D Notes.

Class E Final Payment Amount means the aggregate of any principal due and payable on the Class E Notes and any unpaid Allocated Note Prepayment Fee Amounts in respect of the Class E Notes.

Class F Final Payment Amount means the aggregate of any principal due and payable on the Class F Notes and any unpaid Allocated Note Prepayment Fee Amounts in respect of the Class F Notes.

Issuer Available Funds means, on any Note Payment Date (and without double counting), an amount equal to the aggregate of Interest Available Funds, Principal Available Funds and Loan Prepayment Fees.

Interest Available Funds means, in respect of any Note Payment Date, the aggregate of:

(a) all amounts received by the Issuer in respect of the Securitised Loan on account of interest (including any Default Interest), fees (including any participation fees, but excluding Loan Prepayment Fees), breakage costs, expenses, indemnities, commissions and other sums and any receipts in respect of any insurance policy covering the risk of loss of rent during the immediately preceding Loan Payment Period and credited to the Issuer Transaction Account;

(b) all amounts received by or on behalf of the Issuer in respect of the Securitised Loan (excluding principal) received or recovered by the Servicer or Special Servicer during the immediately preceding Loan Payment Period and credited to the Issuer Transaction Account including recovery of any such amounts as a result of action taken to enforce the Securitised Loan and/or the Loan Security, and receipt of any such amounts on a repurchase of the Securitised Loan by the Loan Seller pursuant to the terms of the Loan Sale Agreement or upon a purchase by the Servicer or the Special Servicer of the Securitised Loan and its Loan Security or upon the sale of the Securitised Loan by the Special Servicer in connection with any workout or enforcement pursuant to the Servicing Agreement (whether at the direction of the relevant Noteholders pursuant to a Note Maturity Plan or otherwise);

(c) any Liquidity Drawings made with reference to such Note Payment Date (other than any Property Protection Drawing);

(d) all amounts of interest accrued (net of any withholding or expenses, if due) and paid on the Issuer Accounts (other than the Issuer Standby Account and the Issuer Expenses Account) during the immediately preceding Loan Payment Period, to the extent that such amounts exceed zero;

(e) all other income, distributions, items and payments received by the Issuer which do not qualify as Principal Available Funds or Loan Prepayment Fees and which have been credited to the Issuer Transaction Account during the immediately preceding Loan Payment Period (to the extent the Issuer is not required to pass on such income, distribution, item or payment to a specified party under the terms of any Issuer Transaction Documents);

(f) any indemnity payment received by or on behalf of the Issuer from the Loan Seller pursuant to the Loan Sale Agreement, if any, excluding the principal element thereof;

(g) amounts standing to the credit of the Default Interest Ledger up to the Required Amount and (on final redemption of the Notes in accordance with the Conditions) all amounts standing to the credit of the Default Interest Ledger; and

(h) the Surplus Retained Amounts and on final redemption of the Notes in accordance with the Conditions) the balance standing to the credit of the Issuer Expenses Account net of any Final Issuer Expenses,

excluding (in each case), Principal Available Funds and any amounts standing to the credit of the Class X Retained Amount Ledger.

Prior to the delivery of a Note Acceleration Notice, Interest Available Funds shall be allocated on each Note Payment Date towards the payment of the items listed in the Pre-Acceleration Interest Priority of Payments set out below.

Principal Available Funds means, in respect of any Note Payment Date, the aggregate of:

(a) all amounts received by the Issuer in respect of the Securitised Loan on account of principal during the immediately preceding Loan Payment Period and credited to the Issuer Transaction Account;

(b) all amounts received by or on behalf of the Issuer in respect of the Securitisation Loan in respect of principal received or recovered by the Servicer or Special Servicer during the immediately preceding Loan Payment Period and credited to the Issuer Transaction Account (including, without limitation, amounts recovered in respect of the Securitised Loan which are applied towards the reduction of outstanding principal as a result of any action taken to enforce the Securitised Loan and/or the Loan Security);

(c) any insurance proceeds received by the Issuer (other than those relating to loss of rent);

(d) the principal element of any indemnity payment received by or on behalf of the Issuer from the Loan Seller pursuant to the Loan Sale Agreement under the Loan Sale Agreement received by the Issuer;

(e) upon a purchase of the Securitised Loan by the Loan Seller pursuant to the terms of the Loan Sale Agreement or upon a purchase by the Servicer or the Special Servicer of the Securitised Loan and its Loan Security or upon sale of the Securitised Loan by the Special Servicer in connection with any workout or enforcement pursuant to the Servicing Agreement (whether at the direction of the relevant Noteholders pursuant to a Note Maturity Plan or otherwise), the portion of the purchase price for the Securitised Loan (net of any costs or expenses of such purchase) which does not constitute Interest Available Funds; and

(f) any other receipts of a principal nature.

Prior to the delivery of a Note Acceleration Notice, Principal Available Funds shall be allocated on each Note Payment Date towards the payment of the items listed in the Pre-Acceleration Principal Priority of Payments set out below following allocation in accordance with the Pre-Acceleration Principal Allocation Rules also set out below.

Following the enforcement of the Issuer Security, if funds are applied in accordance with the Pre-Acceleration Interest Priority of Payments or the Pre-Acceleration Principal Priority of Payments on a date which is not a Note Payment Date, such date shall be deemed to be a Note Payment Date for the purposes of calculating any amounts to be applied in accordance with the Pre-Acceleration Interest Priority of Payments and the Pre-Acceleration Principal Priority of Payments on such date, including without limitation, Principal Payment Amounts, Note Excess Amounts, Class X Distribution Amounts, Allocated Note Prepayment Fee Amounts and Class X Prepayment Fee Amounts.

Transfer of funds to the Issuer Transaction Account and application by the Issuer

On each Loan Payment Date, the Servicer will procure the transfer from the relevant Control Account to the Issuer Transaction Account of an amount equal to the aggregate amounts in respect of interest, principal, fees (including Loan Prepayment Fees) and other amounts (if any) then payable to the Issuer under the Facility Agreement (to the extent that such funds are available in such Control Account(s)). Such funds are to be utilised by (or on behalf of) the Issuer to make payments to, among others, the Noteholders and the Class X Certificateholders in accordance with the Pre-Acceleration Interest Priority of Payments, the Pre-Acceleration Principal Priority of Payments or (following the service of a Note Acceleration Notice) the Post-Acceleration Priority of Payments, in each case as further described below.

Default Interest Ledger

Default Interest received by the Issuer shall form part of Interest Available Funds in the circumstances described in paragraph (g) of the definition of Interest Available Funds. On each Note Payment Date, an amount of Default Interest received by the Issuer during the immediately preceding Loan Payment Period shall be credited to a ledger on the Issuer Transaction Account called the Default Interest Ledger (the **Default Interest Ledger**).

On each Note Payment Date prior to the Note Payment Date on which the Notes are redeemed in full, any amounts standing to the credit of the Default Interest Ledger shall form part of Interest Available Funds only to the extent that there is a shortfall in Interest Available Funds and Surplus Principal Funds available to pay (i) interest on the Notes (apart from any Deferred Interest and, for the avoidance of doubt, Note Excess Amounts

and Deferred Note Excess Amounts) and (ii) amounts payable by the Issuer pursuant to items (a) to (f) (inclusive) of the Pre-Acceleration Interest Priority of Payments (such amount, the **Required Amount**).

Upon final redemption of the Notes in accordance with the Conditions, all amounts standing to the credit of the Default Interest Ledger shall form part of the Interest Available Funds to be applied in accordance with the relevant Issuer Priority of Payments. Upon final redemption of the Notes, any Default Interest shall not be credited to the Default Interest Ledger, but shall be available to make all other payments in accordance with the relevant Issuer Priority of Payments.

Default Interest means the amount of default interest which accrues on the Securitised Loan under the Facility Agreement.

Pre-Acceleration Principal Allocation Rules

Prior to the service of a Note Acceleration Notice, unless previously redeemed in full and cancelled, each Class of Notes is subject to mandatory early redemption in part in an amount not exceeding the Principal Payment Amount allocated to such Class on each Note Payment Date or (following enforcement of the Issuer Security) any other day, in accordance with the Pre-Acceleration Principal Allocation Rules and payable in accordance with the Pre-Acceleration Principal Priority of Payments.

The following provisions describe the allocation of Principal Available Funds to principal payments on the Notes prior to the service of a Note Acceleration Notice, subject to the Pre-Acceleration Principal Priority of Payments.

Pro Rata Principal Payment Amount

The Pro Rata Principal Payment Amount as determined by the Issuer Cash Manager on any Calculation Date prior to the occurrence of a Sequential Payment Trigger shall be allocated (following allocation of the Reverse Sequential Principal Payment Amount and the Sequential Principal Payment Amount) on the immediately following Note Payment Date to each Class of Notes *pro rata* to the Principal Amount Outstanding of the relevant Class of Notes as a percentage of the aggregate Principal Amount Outstanding of all Classes of the Notes. If all of the Notes have been redeemed or will be redeemed in full on such Note Payment Date, an amount equal to the Pro Rata Principal Payment Amount (reduced by any amount allocated to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on such Note Payment Date) will be applied in accordance with the Pre-Acceleration Interest Priority of Payments.

Sequential Principal Payment Amounts

The Sequential Principal Payment Amount as determined by the Issuer Cash Manager on any Calculation Date will be allocated to the outstanding Notes (after allocation of the Reverse Sequential Principal Payment Amount but prior to allocation of the Pro Rata Principal Payment Amounts) on the immediately following Note Payment Date sequentially to:

(a) the Class A Notes *pro rata*; and

(b) if the Class A Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Sequential Principal Payment Amount (reduced by any amount allocated to the Class A Notes under (a) on such Note Payment Date) will be allocated to the Class B Notes *pro rata*; and

(c) if the Class B Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Sequential Principal Payment Amount (reduced by any amount allocated to the Class A Notes and Class B Notes under (a) and (b) on such Note Payment Date) will be allocated to the Class C Notes *pro rata*; and

(d) if the Class C Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Sequential Principal Payment Amount (reduced by any amount allocated to the Class A Notes, the Class B Notes and the Class C Notes under (a) to (c) on such Note Payment Date) will be allocated to the Class D Notes *pro rata*; and

(e) if the Class D Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Sequential Principal Payment Amount (reduced by any amount allocated to the Class A

Notes, the Class B Notes, Class C Notes and the Class D Notes under (a) to (d) on such Note Payment Date) will be allocated to the Class E Notes *pro rata*; and

(f) if the Class E Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Sequential Principal Payment Amount (reduced by any amount allocated to the Class A Notes, the Class B Notes, Class C Notes, the Class D Notes and the Class E Notes under (a) to (e) on such Note Payment Date) will be allocated to the Class F Notes *pro rata*; and

(g) if the Class F Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Sequential Principal Payment Amount (reduced by any amount allocated to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes under (a) to (f) on such Note Payment Date) will be applied in accordance with the Pre-Acceleration Interest Priority of Payments.

Reverse-Sequential Principal Payment Amounts

The Reverse Sequential Principal Payment Amount as determined by the Issuer Cash Manager on any Calculation Date will be allocated to the outstanding Notes (prior to allocation of the Sequential Principal Payment Amount and the Pro Rata Principal Payment Amount) on the immediately following Note Payment Date sequentially to:

(a) the Class F Notes *pro rata*; and

(b) if the Class F Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Reverse Sequential Principal Payment Amount (reduced by any amount allocated to the Class F Notes (if any) under (a) on such Note Payment Date) will be allocated to the Class E Notes *pro rata*; and

(c) if the Class E Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Reverse Sequential Principal Payment Amount (reduced by any amount allocated to the Class F Notes and Class E Notes (if any) under (a) and (b) on such Note Payment Date) will be allocated to the Class D Notes *pro rata*; and

(d) if the Class D Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Reverse Sequential Principal Payment Amount (reduced by any amount allocated to the Class F Notes, the Class E Notes and the Class D Notes (if any) under (a) to (c) on such Note Payment Date) will be allocated to the Class C Notes *pro rata*; and

(e) if the Class C Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Reverse Sequential Principal Payment Amount (reduced by any amount allocated to the Class F Notes, the Class E Notes, the Class D Notes and the Class C Notes (if any) under (a) to (d) on such Note Payment Date) will be allocated to the Class B Notes *pro rata*; and

(f) if the Class B Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Reverse Sequential Principal Payment Amount (reduced by any amount allocated to the Class F Notes, the Class E Notes, the Class D Notes, the Class C Notes and the Class B Notes (if any) under (a) to (e) on such Note Payment Date) will be allocated to the Class A Notes *pro rata*; and

(g) if the Class A Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Reverse Sequential Principal Payment Amount (reduced by any amount allocated to the Class F Notes, Class E Notes, the Class D Notes, the Class C Notes, the Class B Notes and the Class A Notes (if any) under (a) to (f) on such Note Payment Date) will be applied in accordance with the Pre-Acceleration Interest Priority of Payments.

Relevant definitions

Allocated Note Prepayment Fee Amount means, in respect of any Note Payment Date that any of the Notes are redeemed pursuant to Condition 8.2 (*Mandatory redemption from Principal Available Funds*) as a result of the prepayment of the Securitised Loan where Loan Prepayment Fees are received by the Issuer under the Securitised Loan in respect of such prepayment, an amount calculated in respect of each such Class of Notes redeemed on such Note Payment Date using such Principal Available Funds according to the following formula (and, for the avoidance of doubt, to the extent that any principal amount was repaid or prepaid under the

Securitised Loan but does not result in the payment of Loan Prepayment Fees, the corresponding principal amount of the Notes redeemed on such Note Payment Date shall be disregarded for such purposes):

$$A \times \frac{B}{C} \times \frac{D}{E}$$

A = Note Prepayment Fee Amount for such Note Payment Date

B = the principal amount of the relevant Class of Notes redeemed on such Note Payment Date using such Principal Available Funds

C = the aggregate principal amount of all of the Notes redeemed on such Note Payment Date using such Principal Available Funds

D = the Relevant Margin of the relevant Class of Notes

E = the weighted average margin of all of the Notes redeemed on such Note Payment Date using such Principal Available Funds

Class A Payment Amount means, in respect of any Note Payment Date, the aggregate of the Class A Principal Payment Amount and any Allocated Note Prepayment Fee Amount in respect of the Class A Notes for that Note Payment Date.

Class A Principal Payment Amount means, in respect of any Note Payment Date, the lesser of:

(a) the Principal Amount Outstanding of the Class A Notes; and

(b) the sum of that portion of:

(i) the Pro Rata Principal Payment Amount; and

(ii) the Sequential Principal Payment Amount and the Reverse Sequential Principal Payment Amount,

allocated to the Class A Notes on such Note Payment Date.

Class B Payment Amount means, in respect of any Note Payment Date, the aggregate of the Class B Principal Payment Amount and any Allocated Note Prepayment Fee Amount in respect of the Class B Notes for that Note Payment Date.

Class B Principal Payment Amount means, in respect of any Note Payment Date, the lesser of:

(a) the Principal Amount Outstanding of the Class B Notes; and

(b) the sum of that portion of:

(i) the Pro Rata Principal Payment Amount; and

(ii) the Sequential Principal Payment Amount and the Reverse Sequential Principal Payment Amount,

allocated to the Class B Notes on such Note Payment Date.

Class C Payment Amount means, in respect of any Note Payment Date, the aggregate of the Class C Principal Payment Amount and any Allocated Note Prepayment Fee Amount in respect of the Class C Notes for that Note Payment Date.

Class C Principal Payment Amount means, in respect of any Note Payment Date, the lesser of:

(a) the Principal Amount Outstanding of the Class C Notes; and

(b) the sum of that portion of:

(i) the Pro Rata Principal Payment Amount; and

(ii) the Sequential Principal Payment Amount and the Reverse Sequential Principal Payment Amount,

allocated to the Class C Notes on such Note Payment Date.

Class D Payment Amount means, in respect of any Note Payment Date, the aggregate of the Class D Principal Payment Amount and any Allocated Note Prepayment Fee Amount in respect of the Class D Notes for that Note Payment Date.

Class D Principal Payment Amount means, in respect of any Note Payment Date, the lesser of:

(a) the Principal Amount Outstanding of the Class D Notes; and

(b) the sum of that portion of:

(i) the Pro Rata Principal Payment Amount; and

(ii) the Sequential Principal Payment Amount and the Reverse Sequential Principal Payment Amount,

allocated to the Class D Notes on such Note Payment Date.

Class E Payment Amount means, in respect of any Note Payment Date, the aggregate of the Class E Principal Payment Amount and any Allocated Note Prepayment Fee Amount in respect of the Class E Notes for that Note Payment Date.

Class E Principal Payment Amount means, in respect of any Note Payment Date, the lesser of:

(a) the Principal Amount Outstanding of the Class E Notes; and

(b) the sum of that portion of:

(i) the Pro Rata Principal Payment Amount; and

(ii) the Sequential Principal Payment Amount and the Reverse Sequential Principal Payment Amount,

allocated to the Class E Notes on such Note Payment Date.

Class F Payment Amount means, in respect of any Note Payment Date, the aggregate of the Class F Principal Payment Amount and any Allocated Note Prepayment Fee Amount in respect of the Class F Notes for that Note Payment Date.

Class F Principal Payment Amount means, in respect of any Note Payment Date, the lesser of:

(a) the Principal Amount Outstanding of the Class F Notes; and

(b) the sum of that portion of:

(i) the Pro Rata Principal Payment Amount; and

(ii) the Sequential Principal Payment Amount and the Reverse Sequential Principal Payment Amount,

allocated to the Class F Notes on such Note Payment Date.

Class X Prepayment Fee Amount means, in respect of any Note Payment Date that any of the Notes are redeemed pursuant to Condition 8.2 (*Mandatory redemption from Principal Available Funds*) as a result of the prepayment of the Securitised Loan where Loan Prepayment Fees are received by the Issuer under the Securitised Loan in respect of such prepayment an amount calculated in accordance with the following formula:

A-B

Where:

A = Loan Prepayment Fees received by the Issuer during the immediately preceding Loan Payment Period

B = Note Prepayment Fee Amounts for such Note Payment Date payable to the Noteholders.

Liquidity Repayment Amount means, in respect of any Note Payment Date, an amount equal to the Liquidity Drawing which is due for payment on such Note Payment Date, less any Interest Available Funds available for application in accordance with item (e) of the Pre-Acceleration Interest Priority of Payments on such Note Payment Date towards payment of such amount (or if any such amount is less than zero, it will be zero).

Loan Excess Margin means, in respect of any Note Payment Date that any of the Notes are redeemed pursuant to Condition 8.2 (*Mandatory redemption from Principal Available Funds*) as a result of the prepayment of the Securitised Loan where Loan Prepayment Fees are received by the Issuer under the Securitised Loan in respect of such prepayment, the higher of (a) zero and (b) the amount calculated in accordance with the following formula (or, if Loan Prepayment Fees are received more than once by the Issuer in the immediately preceding Loan Payment Period and a different Loan Margin has been used to calculate each Loan Prepayment Fee received by the Issuer, the amounts calculated in accordance with the following formula in respect of each such prepayment):

A-(B+C)

Where:

A = the Loan Margin (as used in calculating the Loan Prepayment Fees) received by the Issuer during the immediately preceding Loan Payment Period.

B = the weighted average margin of such Notes as at such Note Payment Date prior to any principal redemption of the Notes on such Note Payment Date.

C = the number of percentage points calculated by dividing (a) all amounts payable by the Issuer on the immediately following Note Payment Date pursuant to items (a) to (g) (inclusive) and (n) to (v) (inclusive) of the Pre-Acceleration Interest Priority of Payment or items (a) to (q) (inclusive) of the Post-Acceleration Priority of Payments, as applicable (in the case of any such periodic amounts, converted to an annualised amount by multiplying such amount by a factor equal to 12 divided by the number of months in the calendar year that such payment is made in respect of and, for the avoidance of doubt, in case of an annual or other non-recurring amount, the amount thereof) by (b) the principal amount of the Securitised Loan as at the beginning of the immediately preceding Loan Interest Period.

Loan Margin means the percentage rate per annum set out in the Margin Letter.

Loan Prepayment Fees means any prepayment fees payable pursuant to the Facility Agreement that are received by the Issuer (for more details, refer to the section entitled "*Fees and Prepayment Fees*" within the section entitled "*Description of the Facility Agreement*").

Loan Prepayment Fees received by the Issuer shall be allocated to each Class of Notes that is subject to mandatory early redemption in an amount equal to the Allocated Note Prepayment Fee Amount calculated for that Class of Notes, with any Class X Prepayment Fee Amount allocated to the Class X Certificates. Allocated Note Prepayment Fee Amounts will be paid to Noteholders and Class X Prepayment Fee Amounts will be paid to Class X Certificateholders in accordance with the Pre-Acceleration Principal Priority of Payments or (following the service of a Note Acceleration Notice) the Post-Acceleration Priority of Payments.

Net Principal Available Funds means, in respect of any Note Payment Date, Principal Available Funds (excluding Reverse Sequential Principal Payment Amounts and Release Amounts) for that Note Payment Date less any amounts payable pursuant to items (a) and (b) of the Pre-Acceleration Principal Priority of Payments on that Note Payment Date.

Note Prepayment Fee Amount means, in respect of any Note Payment Date that any of the Notes are redeemed pursuant to Condition 8.2 (*Mandatory redemption from Principal Available Funds*) as a result of the prepayment of the Securitised Loan during the immediately preceding Loan Payment Period where Loan

Prepayment Fees are received by the Issuer under the Securitised Loan in respect of such prepayment, an amount calculated according to the following formula (or, if Loan Prepayment Fees are received more than once by the Issuer in the immediately preceding Loan Payment Period and a different Loan Margin has been used to calculate each Loan Prepayment Fee received by the Issuer, the amounts calculated in accordance with the following formula in respect of each such prepayment):

$$\mathbf{A} \times \left(\mathbf{1} - \frac{\mathbf{B}}{\mathbf{C}}\right)$$

A = Loan Prepayment Fees received by the Issuer during such Loan Payment Period

B = Loan Excess Margin as at the date of payment of such Loan Prepayment Fees

C = Loan Margin as at the date of payment of such Loan Prepayment Fees

Principal Amounts means, in respect of any Note Payment Date, the aggregate of Principal Available Funds and Loan Prepayment Fees.

Principal Liquidation Fees means, in respect of any Note Payment Date, that part of the Liquidation Fee, as determined on the immediately preceding Calculation Date by the Issuer Cash Manager, that is payable in respect of Liquidation Proceeds which represent principal, less any Interest Available Funds available for application in accordance with the Pre-Acceleration Interest Priority of Payments on such Note Payment Date towards payment of such amount.

Principal Payment Amount means, in respect of any Note Payment Date, the Class A Principal Payment Amount, the Class B Principal Payment Amount, the Class C Principal Payment Amount, the Class D Principal Payment Amount, the Class E Principal Payment Amount or the Class F Principal Payment Amount (as applicable) for that Note Payment Date.

Principal Workout Fees means, in respect of any Note Payment Date, that part of the Workout Fee, as determined on the immediately preceding Calculation Date by the Issuer Cash Manager, that is payable in respect of a collection of principal received in respect of the Securitised Loan for so long as it remains a Corrected Loan, less any Interest Available Funds available for application in accordance with the Pre-Acceleration Interest Priority of Payments on such Note Payment Date towards payment of such amount.

Pro Rata Principal Payment Amount means, in respect of any Note Payment Date, as determined by the Issuer Cash Manager on the immediately preceding Calculation Date: (i) if a Sequential Payment Trigger has occurred and is continuing, zero; or (ii) if no Sequential Payment Trigger has occurred and is continuing, an amount equal to the Net Principal Available Funds for that Note Payment Date.

Release Amount means, in respect of any Note Payment Date and a Property sold during the immediately preceding Loan Payment Period, the amount equal to:

(a) the Release Price; less

(b) the Allocated Loan Amount,

for such Property.

Reverse Sequential Principal Payment Amount means, in respect of any Note Payment Date, as determined on the immediately preceding Calculation Date by the Issuer Cash Manager: (i) if a Sequential Payment Trigger has occurred and is continuing pursuant to limb (c) of that definition, zero; or (ii) otherwise, any Voluntary Prepayments.

Sequential Payment Trigger means the first to occur of the following:

(a) a Calculation Date on which the Securitised Loan is a Specially Serviced Loan;

(b) a Calculation Date following the Expected Note Maturity Date; or

(c) enforcement of the Issuer Security following the occurrence of a Note Event of Default.

Sequential Principal Payment Amount means, in respect of any Note Payment Date, as determined on the immediately preceding Calculation Date by the Issuer Cash Manager: (i) if a Sequential Payment Trigger has occurred and is continuing, the Net Principal Available Funds (plus, the Release Amount and, if a Sequential Payment Trigger has occurred (only pursuant to limb (c) of that definition), any Reverse Sequential Principal Payment Amount for that Note Payment Date) or (ii) if no Sequential Payment Trigger has occurred and is continuing, the Release Amount together with, if such Note Payment Date falls on or after the Expected Note Maturity Date, the Interest Available Funds available for application pursuant to item (n) of the Pre-Acceleration Interest Priority of Payments.

Voluntary Prepayment means any voluntary prepayment under the Facility Agreement (see the section entitled "*Voluntary prepayment*" within the section entitled "*Description of the Facility Agreement*" for further details), excluding a voluntary prepayment from the Cash Trap Account (see the section entitled "*Cash Trap Account*" within the section entitled "*Description of the Facility Agreement*" for further details).

Issuer Priority Payments

The Issuer (or the Issuer Cash Manager on its behalf) will be authorised and instructed to pay any amounts described in paragraph (b) of the Pre-Acceleration Interest Priority of Payments (other than amounts payable to Issuer Related Parties) (such payments together referred to as the **Issuer Priority Payments**) from any amounts constituting Interest Available Funds and/or (in the case of payments to the Rating Agencies and/or its auditors) from funds standing to the credit of the Issuer Expenses Account in priority to all other payments required to be made by the Issuer on any day other than a Note Payment Date on which such Issuer Priority Payments are due for payment.

Issuer Priorities of Payments

Pre-Acceleration Interest Priority of Payments

Prior to the service of a Note Acceleration Notice, on each Note Payment Date and (following enforcement of the Issuer Security) on any other day that the Issuer Security Trustee (or the Issuer Cash Manager on its behalf) applies any moneys or receipts received by the Issuer and/or the Issuer Security Trustee or a receiver appointed by the Issuer Security Trustee comprising Interest Available Funds, the Issuer Cash Manager (on behalf of the Issuer or the Issuer Security Trustee, as applicable) will apply Interest Available Funds for that Note Payment Date or other date (subject to the prior payment of the Issuer Priority Payments as described above), in making the following payments in the following order of priority (the **Pre-Acceleration Interest Priority of Payments**), together with (if payable and due under the relevant document) VAT thereon, but, in each case, only if and to the extent that payments of a higher order of priority have been made in full:

(a) *first*, in or towards satisfaction on a *pro rata* and *pari passu* basis, according to the respective amounts thereof, the fees or other remuneration of (and amounts payable in respect of indemnities) and any costs, charges, liabilities and expenses (including legal fees and expenses) incurred by and any other amounts due and payable to the Note Trustee and the Issuer Security Trustee, respectively, and, in each case, any Appointees thereof (including, following the enforcement of the Issuer Security, any receiver appointed by the Issuer Security Trustee) pursuant to the Issuer Transaction Documents;

(b) *second*, (only prior to the enforcement of the Issuer Security) on a *pro rata* and *pari passu* basis, (i) to pay, or allocate for payment during the immediately following Note Interest Period, *pari passu* and *pro rata* according to the respective amounts thereof, any and all documented fees, costs, expenses and taxes required to be paid to any third party creditors (other than the Issuer Secured Creditors, the Rating Agencies and the Issuer's auditors) arising in connection with the issuance of the Notes and the Class X Certificates (whether directly or indirectly) and/or required to be paid in order to preserve the existence of the Issuer or to comply with applicable laws (which amounts are payable by the Issuer to third parties under obligations incurred in the ordinary course of the Issuer's business and incurred without breach by the Issuer of the Issuer Transaction Documents and not provided for payment elsewhere in this Pre-Acceleration Interest Priority of Payments) (to

the extent that amounts standing to the credit of the Issuer Expenses Account are or will be insufficient to pay or provide for such amounts) and (ii) to credit into the Issuer Expenses Account an amount equal to the Retention Amount;

(c) *third*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due and payable in accordance with the relevant Issuer Transaction Document on account of remuneration, indemnities, costs, expenses and other amounts properly incurred by the relevant party, on such Note Payment Date to the Issuer Account Bank, the Issuer Cash Manager, the Paying Agents, the Agent Bank, the Registrar, the Corporate Services Provider, the Servicer and the Special Servicer;

(d) *fourth*, to pay in or towards payment of all unpaid amounts which have fallen due and payable on or prior to such Note Payment Date on account of any financing obtained by the Servicer or the Special Servicer on behalf of the Issuer as authorised pursuant to the Servicing Agreement;

(e) *fifth*, to pay any amounts due and payable on such Note Payment Date to the Liquidity Facility Provider (other than Liquidity Subordinated Amounts);

(f) *sixth*, (only prior to the enforcement of the Issuer Security) to pay an amount equal to one quarter of the Issuer's Profit to the Issuer (to be retained as profit by the Issuer, which the Issuer may use to meet any United Kingdom corporation tax thereon);

(g) *seventh*, on each Note Payment Date prior to (but not including) the final redemption in full of the Notes, to credit an amount up to the amount of any Default Interest received by the Issuer during the immediately preceding Loan Payment Period to the Default Interest Ledger;

(h) *eighth*, to pay *pari passu* and *pro rata*, (i) all amounts of interest due and payable on the Class A Notes to the Class A Noteholders and (ii) prior to a Class X Trigger Event (and excluding any amounts drawn pursuant to a Liquidity Drawing), the Class X Distribution Amount (prior to a Class X Retained Amount Confirmation Date, less the Class X Retained Amount) to the Class X Certificateholders and, prior to Class X Retained Amount Confirmation Date, the amount of the Class X Distribution Amount equal to the Class X Retained Amount, to the Class X Retained Amount Ledger, in each case on such Note Payment Date;

(i) *ninth*, to pay, *pari passu* and *pro rata*, all amounts of interest due and payable on the Class B Notes to the Class B Noteholders on such Note Payment Date;

(j) *tenth*, to pay, *pari passu* and *pro rata*, all amounts of interest due and payable on the Class C Notes to the Class C Noteholders on such Note Payment Date;

(k) *eleventh*, to pay, *pari passu* and *pro rata*, all amounts of interest due and payable on the Class D Notes to the Class D Noteholders on such Note Payment Date;

(l) *twelfth*, to pay, *pari passu* and *pro rata*, all amounts of interest due and payable on the Class E Notes to the Class E Noteholders on such Note Payment Date;

(m) *thirteenth*, to pay, *pari passu* and *pro rata*, all amounts of interest due and payable on the Class F Notes to the Class F Noteholders on such Note Payment Date;

(n) *fourteenth*, if the relevant Note Payment Date falls on or after the Expected Note Maturity Date:

(i) *first*, to pay, *pari passu* and *pro rata*, up to all amounts outstanding in respect of principal on the Class A Notes to the Class A Noteholders;

(ii) *second*, to pay, *pari passu* and *pro rata*, up to all amounts outstanding in respect of principal on the Class B Notes to the Class B Noteholders;

(iii) *third*, to pay, *pari passu* and *pro rata*, up to all amounts outstanding in respect of principal on the Class C Notes to the Class C Noteholders;

(iv) *fourth*, to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of principal on the Class D Notes to the Class D Noteholders;

(v) *fifth*, to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of principal on the Class E Notes to the Class E Noteholders; and

(vi) *sixth*, to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of principal on the Class F Notes to the Class F Noteholders;

(o) *fifteenth*, to pay, *pari passu* and *pro rata*, any Note Excess Amount due and payable on the Class A Notes to the Class A Noteholders on such Note Payment Date;

(p) *sixteenth*, to pay, *pari passu* and *pro rata*, any Note Excess Amount due and payable on the Class B Notes to the Class B Noteholders on such Note Payment Date;

(q) *seventeenth*, to pay, *pari passu* and *pro rata*, any Note Excess Amount due and payable on the Class C Notes to the Class C Noteholders on such Note Payment Date;

(r) *eighteenth*, to pay, *pari passu* and *pro rata*, any Note Excess Amount due and payable on the Class D Notes to the Class D Noteholders on such Note Payment Date;

(s) *nineteenth*, to pay, *pari passu* and *pro rata*, any Note Excess Amount due and payable on the Class E Notes to the Class E Noteholders on such Note Payment Date;

(t) *twentieth*, to pay, *pari passu* and *pro rata*, any Note Excess Amount due and payable on the Class F Notes to the Class F Noteholders on such Note Payment Date;

(u) *twenty-first*, to pay any Liquidity Subordinated Amounts due on such Note Payment Date to the Liquidity Facility Provider;

(v) *twenty-second*, (only following the enforcement of the Issuer Security) to pay an amount equal to one quarter of the Issuer's Profit to the Issuer (to be retained as profit by the Issuer, which the Issuer may use to meet any United Kingdom corporation tax thereon); and

(w) *twenty-third*, following the occurrence of a Class X Trigger Event, to pay (i) the Class X Distribution Amount (prior to a Class X Retained Amount Confirmation Date, less the Class X Retained Amount) due and payable to the Class X Certificateholders and, prior to Class X Retained Amount Confirmation Date, the amount of the Class X Distribution Amount equal to the Class X Retained Amount, to the Class X Retained Amount Ledger, on such Note Payment Date,

provided that Liquidity Drawings shall not be available to make payments of Note Excess Amounts, amounts due on the Class X Distribution Amounts or any amounts due to the Loan Seller.

Pre-Acceleration Principal Priority of Payments

Prior to the service of a Note Acceleration Notice, the Issuer Cash Manager (on behalf of the Issuer or the Issuer Security Trustee, as applicable) shall apply the Principal Amounts on each Note Payment Date and (following enforcement of the Issuer Security) on any other day that the Issuer Security Trustee (or the Issuer Cash Manager on its behalf) applies any moneys or receipts received by the Issuer and/or the Issuer Security Trustee or a receiver appointed by the Issuer Security Trustee comprising Principal Amounts in making the following payments in the following order of priority (the **Pre-Acceleration Principal Priority of Payments**) (in each case in the following order and only if and to the extent that payments of a higher priority have been made in full):

(a) *first*, following application of Interest Available Funds in accordance with the Pre-Acceleration Interest Priority of Payments on that Note Payment Date, to pay any Principal Workout Fees or Principal Liquidation Fees to the Special Servicer;

(b) *second*, following application of Interest Available Funds in accordance with the Pre-Acceleration Interest Priority of Payments on that Note Payment Date, to pay the Liquidity Repayment Amount to the Liquidity Facility Provider;

(c) *third*, to pay *pari passu* and *pro rata*, (i) the Class A Payment Amount due and payable to the Class A Noteholders and (ii) prior to a Class X Trigger Event, any Class X Prepayment Fee Amount (prior to a Class X Retained Amount Confirmation Date, less the Class X Retained Amount) to the Class X Certificateholders and, prior to Class X Retained Amount Confirmation Date, the amount of the Class X Prepayment Fee Amount equal to the Class X Retained Amount, to the Class X Retained Amount Ledger, in each case on such Note Payment Date;

(d) *fourth*, to pay the Class B Payment Amount to the Class B Noteholders on such Note Payment Date;

(e) *fifth*, to pay the Class C Payment Amount to the Class C Noteholders on such Note Payment Date;

(f) *sixth*, to pay the Class D Payment Amount to the Class D Noteholders on such Note Payment Date;

(g) *seventh*, to pay the Class E Payment Amount to the Class E Noteholders on such Note Payment Date;

(h) *eighth*, to pay the Class F Payment Amount to the Class F Noteholders on such Note Payment Date;

(i) *ninth*, following the occurrence of a Class X Trigger Event, to pay any Class X Prepayment Fee Amount (prior to a Class X Retained Amount Confirmation Date, less the Class X Retained Amount) to the Class X Certificateholders and, prior to Class X Retained Amount Confirmation Date, the amount of the Class X Prepayment Fee Amount equal to the Class X Retained Amount, to the Class X Retained Amount Ledger, on such Note Payment Date; and

(j) *tenth*, to pay any surplus (the **Surplus Principal Funds**)on such Note Payment Date in accordance with the Pre-Acceleration Interest Priority of Payments (for the avoidance of doubt, subsequent to Interest Available Funds being applied in accordance with the Pre-Acceleration Interest Priority of Payments on such Note Payment Date).

Post-Acceleration Priority of Payments:

Following the service of a Note Acceleration Notice, the Issuer Security Trustee (or the Issuer Cash Manager on its behalf) will apply all monies and receipts received by the Issuer and/or the Issuer Security Trustee or a receiver appointed by the Issuer Security Trustee (whether of principal or interest or otherwise) in the manner and order of priority as set out below (the **Post-Acceleration Priority of Payments**) (in each case only if and to the extent that payments of a higher order of priority have been made in full and in each case together with (if payable and due under the relevant document) VAT thereon):

(a) *first*, in or towards satisfaction on a *pro rata* and *pari passu* basis, according to the respective amounts thereof, the fees or other remuneration of (and amounts payable in respect of indemnities) and any costs, charges, liabilities and expenses (including legal fees and expenses) incurred by and any other amounts due and payable to the Note Trustee and the Issuer Security Trustee, respectively, and, in each case, any Appointees thereof (including any receiver appointed by the Issuer Security Trustee) pursuant to the Issuer Transaction Documents;

(b) *second*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any amount due and payable (in accordance with the relevant Issuer Transaction Document, on account of remuneration, indemnities, costs, expenses and other amounts properly incurred by the relevant party) to the Issuer Account Bank, the Issuer Cash Manager, the Paying Agents, the Agent Bank, the Registrar, the Corporate Services Provider, the Servicer and the Special Servicer;

(c) *third*, to pay any amounts due and payable to the Liquidity Facility Provider (other than Liquidity Subordinated Amounts);

(d) *fourth*, to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of interest due and payable on the Class A Notes and any Class A Final Payment Amount to the Class A Noteholders;

(e) *fifth*, to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of interest due and payable on the Class B Notes and any Class B Final Payment Amount to the Class B Noteholders;

(f) *sixth*, to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of interest due and payable on the Class C Notes and any Class C Final Payment Amount to the Class C Noteholders;

(g) *seventh*, to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of interest due and payable on the Class D Notes and any Class D Final Payment Amount to the Class D Noteholders;

(h) *eighth*, to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of interest due and payable on the Class E Notes and any Class E Final Payment Amount to the Class E Noteholders;

(i) *ninth*, to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of interest due and payable on the Class F Notes and any Class F Final Payment Amount to the Class F Noteholders;

(j) *tenth*, any Note Excess Amount due and payable on the Class A Notes to the Class A Noteholders;

(k) *eleventh*, any Note Excess Amount due and payable on the Class B Notes to the Class B Noteholders;

(l) *twelfth*, any Note Excess Amount due and payable on the Class C Notes to the Class C Noteholders;

(m) *thirteenth*, any Note Excess Amount due and payable on the Class D Notes to the Class D Noteholders;

(n) *fourteenth*, any Note Excess Amount due and payable on the Class E Notes to the Class E Noteholders;

(o) *fifteenth*, any Note Excess Amount due and payable on the Class F Notes to the Class F Noteholders;

(p) *sixteenth*, to pay any Liquidity Subordinated Amounts due and payable to the Liquidity Facility Provider;

(q) *seventeenth*, to pay an amount equal to one quarter of the Issuer's Profit to the Issuer (to be retained as profit by the Issuer, which the Issuer may use to meet any United Kingdom corporation tax thereon); and

(r) *eighteenth*, (i) to pay Class X Distribution Amounts and (ii) any Class X Prepayment Fee Amounts, in each case due and payable to the Class X Certificateholders.

THE ISSUER ACCOUNTS STRUCTURE

The Issuer has opened and, subject to the terms of the Issuer Transaction Documents, shall at all times maintain the following accounts:

A Issuer Transaction Account

Issuer Transaction Account means the sterling denominated account established in the name of the Issuer with the Issuer Account Bank, as the same may be renumbered or redesignated from time to time, or such other substitute account as may be opened in accordance with the Issuer Account Bank Agreement.

Payments into the Issuer Transaction Account

The following payments will be made into the Issuer Transaction Account:

(a) on the Closing Date, the proceeds of the issue of the Notes (to be applied as payment of the Initial Purchase Price to the Loan Seller);

(b) any amounts received under the Issuer Transaction Documents;

(c) any amounts received from the Borrowers under or in relation to the Securitised Loan and, daily upon receipt thereof, any amounts recovered by the Servicer or the Servicer, as the case may be, under or in relation to the Securitised Loan;

(d) any interest accrued on the Issuer Transaction Account;

(e) any Liquidity Drawings received under the Liquidity Facility Agreement;

(f) any Surplus Retained Amounts transferred from the Issuer Expenses Account;

(g) any other amounts transferred from the Issuer Expenses Account; and

(h) any amount transferred from the Issuer Standby Account.

Payments out of the Issuer Transaction Account

The following payments will be made out of the Issuer Transaction Account:

(a) on the Closing Date, (i) *first*, to pay the fees, costs and expenses due on that date by the Issuer, and (ii) *secondly*, to pay the Initial Purchase Price to the Loan Seller, each as set out in the relevant Issuer Transaction Documents;

(b) on each Note Payment Date to make payments to the account specified for such purpose by the Paying Agent(s), in relation to payments to be made to the Noteholders and the Class X Certificateholders on that Note Payment Date in accordance with the relevant Issuer Priority of Payments;

(c) on each Note Payment Date, to make payments to the other Issuer Secured Creditors other than the Noteholders in accordance with the relevant Issuer Priority of Payments;

(d) to make payments to any other creditors of the Issuer in respect of any costs, fees and expenses in relation on each Note Payment Date in accordance with the relevant Issuer Priority of Payments or, in respect of the Issuer Priority Payments, on any other day;

(e) on any Business Day, to apply the proceeds of any Property Protection Drawing standing to the credit of the Issuer Transaction Account to cover the relevant Property Protection Shortfall; and

(f) to make payment of the Class X Retained Amount in accordance with the section entitled "*The Class X Retained Amount* " below.

The Class X Retained Amount

On any Note Payment Date falling before the Class X Retained Amount Confirmation Date, the Issuer will retain an amount equal to United Kingdom income tax at the basic rate (currently 20 per cent.) on any payments

due to be paid to the relevant Class X Certificateholder on such Note Payment Date (the **Class X Retained Amount**). The Class X Retained Amount will be retained in the Issuer Transaction Account and credited to a ledger designated the "**Class X Retained Amount Ledger**". The Issuer will pay the Class X Retained Amount to:

(a) the Class X Certificateholder to which the balance of the relevant payment was paid, within 5 Business Days of the Class X Retained Amount Confirmation Date, by making a payment of the Class X Retained Amount to the account specified by the Paying Agent(s), in relation to payments to be made to that Class X Certificateholder;

(b) HMRC, promptly, if prior to the Class X Retained Amount Confirmation Date, the Issuer receives an opinion from a reputable tax adviser that the Issuer should pay the Class X Retained Amount to HMRC; or

(c) after receipt of the opinion referred to in (b) above, HMRC, on each subsequent Note Payment Date, on which payments are due to be paid to the relevant Class X Certificateholders, promptly upon receipt of the Class X Retained Amount in the Class X Retained Amount Ledger.

Once credited to the Class X Retained Amount Ledger, in no event will the Class X Retained Amount form part of Issuer Available Funds or be applied in accordance with any Issuer Priority of Payments.

Class X Retained Amount Confirmation Date means the earlier of:

(a) the Issuer receiving confirmation from HMRC that it can make payments in respect of the Class X Certificates without withholding or deduction for or on account of United Kingdom income tax; or

(b) the Issuer receiving an opinion from a reputable tax adviser that it can make payments in respect of the Class X Certificates without withholding or deduction for or on account of United Kingdom income tax.

B The Issuer Expenses Account

Issuer Expenses Account means the sterling denominated account established in the name of the Issuer with the Issuer Account Bank, as the same may be renumbered or redesignated from time to time, or such other substitute account as may be opened in accordance with the Issuer Account Bank Agreement.

Payments into the Issuer Expenses Account

The following payments will be made into the Issuer Expenses Account:

(a) on each Note Payment Date up to (but excluding) the Note Payment Date on which the Notes will be redeemed in full, an amount equal to the Retention Amount in accordance with the Pre-Acceleration Interest Priority of Payments; and

(b) any interest accrued on the Issuer Expenses Account.

Payments out of the Issuer Expenses Account

The following payments will be made out of the Issuer Expenses Account:

(a) at any time, payment by the Issuer of fees then due to the Rating Agencies and its auditors; and

(b) two Business Days prior to the Note Payment Date on which the Notes will be redeemed in full, the balance standing to the credit of the Issuer Expenses Account, net of any fees then due to the Rating Agency and Issuer's auditors that have not yet been paid in full and any projected fees of the Rating Agency and Issuer's auditor that will become due for payment after redemption in full of the Notes in accordance with the Conditions (the **Final Issuer Expenses**), to the Issuer Transaction Account; and

(c) at any time, any Surplus Retained Amounts, to the Issuer Transaction Account.

Retention Amount means the aggregate of (i) one quarter of the Rating Agency Fees and (ii) one quarter of the Auditor's Fees.

Surplus Retained Amounts means an amount, as determined by the Issuer Cash Manager, that is not reasonably required to be retained by the Issuer in the Issuer Expenses Account in order for the Issuer to be able to make payment of the fees that are due and payable and projected to become due and payable to the Rating Agency and the Issuer's auditors in the year within which the determination is made (or, if relevant, the succeeding year).

Rating Agency Fees means a per annum amount as notified by the Rating Agencies to the Issuer.

Auditor's Fees means the estimated fees payable by the Issuer to its auditors each year, as advised by the Issuer's auditors to the Corporate Services Provider on each anniversary of the Closing Date.

The Issuer Cash Manager will regularly determine (after a payment of any fees to a Rating Agency or to the Issuer's auditors, and in any event at least every 17 months) whether there are Surplus Retained Amounts standing to the credit of the Issuer Expenses Account. Such Surplus Retained Amounts will be transferred to the Issuer Transaction Account and will form part of Issuer Available Funds on the immediately following Note Payment Date.

C The Issuer Standby Account

Issuer Standby Account means the sterling denominated account which may be established in the name of the Issuer or such other substitute account opened in accordance with the Issuer Account Bank Agreement.

Payments into the Issuer Standby Account (should it be opened)

The following payments will be made into the Issuer Standby Account:

(a) any Standby Drawing received under the Liquidity Facility Agreement;

(b) certain amounts repaid in accordance with the Liquidity Facility Agreement; and

(c) any interest accrued on the Issuer Standby Account.

Out of the Standby Account (should it be opened)

The following payments will be made into the Issuer Transaction Account:

(a) on each Note Payment Date, to transfer the proceeds of any Interest Drawing and Expenses Drawing, as the case may be, standing to the credit of the Issuer Standby Account to the Issuer Transaction Account;

(b) on any Business Day, to apply the amounts standing to the credit of the Issuer Standby Account to cover any Property Protection Shortfall; and

(c) to return any balance standing to the credit of the Issuer Standby Account to the Liquidity Facility Provider in accordance with of the Liquidity Facility Agreement (it being understood that such balance shall not form part of the Issuer Available Funds).

WEIGHTED AVERAGE LIFE OF THE NOTES

The weighted average life of a Note refers to the average amount of time that will elapse from the date of its issuance until each pound allocable to principal of such Note is distributed to the investor. For the purposes of this Prospectus, the weighted average life of a Note is determined by (a) multiplying the amount of each principal distribution thereon by the number of years from the Closing Date to the related Note Payment Date, (b) summing the results and (c) dividing the sum by the aggregate amount of the reductions in the Principal Amount Outstanding of such Note. Accordingly, the weighted average life of any such Note will be influenced by, among other things, the rate at which principal of the Securitised Loan is repaid or otherwise collected or advanced and the extent to which such payments, collections or advances of principal are in turn applied in reduction of the Principal Amount Outstanding of the Class of Notes to which such Note belongs.

For the purposes of preparing the following tables, it was assumed that:

(a) the initial Principal Amount Outstanding of, and the interest rates for, each Class of Notes are as set out herein;

(b) the scheduled quarterly payments for the Securitised Loan are based on scheduled quarterly interest payments (assuming funds are available therefore);

(c) all scheduled quarterly payments are assumed to be timely received on the due date of each quarter commencing on the first Loan Payment Date;

(d) there are no delinquencies or losses in respect of the Securitised Loan and there are no casualties or compulsory purchases affecting the Properties;

(e) no prepayments are made on the Securitised Loan;

(f) the Issuer has not exercised the rights of optional redemption described in this Prospectus and, specifically, in Condition 8.2 (*Mandatory redemption from Principal Available Funds*), as applicable;

(g) there are no unanticipated costs or expenses of the Issuer;

(h) principal and interest payments on the Notes are made on each Note Payment Date, commencing on 20 August 2015;

(i) the prepayment provisions for the Securitised Loan are as set out in this Prospectus, assuming the term for the prepayment provisions begin on the first Loan Payment Date;

(j) the Initial Cap Provider makes timely payment of all amounts due under the Loan Hedging Agreements;

(k) the Closing Date is 7 August 2015;

(l) no Note Event of Default or Loan Event of Default has occurred;

(m) the weighted average lives of the Notes have been calculated on an actual/365 basis; and

(n) the Securitised Loan is repaid in full on the relevant Loan Repayment Date.

Assumptions (a) through (n) above are collectively referred to as, the **Modelling Assumptions**.

Scenario 1: the relevant Loan Repayment Date is the Initial Loan Repayment Date (i.e. no Loan Extension Options are exercised).

For scenario 1, based on the Modelling Assumptions, the resulting weighted average lives of the Notes are:

(a) in respect of the Class A Notes, 3.04 years;

(b) in respect of the Class B Notes, 3.04 years;

(c) in respect of the Class C Notes, 3.04 years;

(d) in respect of the Class D Notes, 3.04 years;

(e) in respect of the Class E Notes, 3.04 years; and

(f) in respect of the Class F Notes, 3.04 years.

Scenario 2: the relevant Loan Repayment Date is the Second Extended Loan Repayment Date (i.e. both the First Loan Extension Option and the Second Loan Extension Option are exercised).

For scenario 2, based on the Modelling Assumptions, the resulting weighted average lives of the Notes are:

(a) in respect of the Class A Notes, 5.04 years;

(b) in respect of the Class B Notes, 5.04 years;

(c) in respect of the Class C Notes, 5.04 years;

(d) in respect of the Class D Notes, 5.04 years;

(e) in respect of the Class E Notes, 5.04 years; and

(f) in respect of the Class F Notes, 5.04 years.

DESCRIPTION OF THE NOTES

The information set out below has been obtained from the Clearing Systems insofar as it relates to the rules and procedures governing the operatives of the Clearing Systems. The Issuer confirms that this information has been accurately reproduced, but prospective investors are advised to make their own enquiries as to such procedures. In particular, such information is subject to any change in or reinterpretation of the rules, regulations and procedures of the Clearing Systems currently in effect, and investors wishing to use the facilities of any of the Clearing Systems are therefore advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Registrar, the Note Trustee, the Issuer Security Trustee, the Issuer Cash Manager, the Issuer Account Bank, or any Agent party to the Agency Agreement (or any affiliate of any of the above, or any person by whom any of the above is controlled for the purposes of the Securities Act) will have any responsibility for the performance by the Clearing Systems or their respective direct or indirect participants or account holders of their respective obligations under the rules and procedures governing their operations or for the sufficiency for any purpose of the arrangements described below.

General

Each class of Notes (which will each be in the denomination of £100,000 and integral multiples of £1,000 in excess thereof) will be represented on issue by one or more Regulation S Global Notes and one or more Rule 144A Global Notes in registered form (all such Global Notes being herein referred to as **Global Notes**). Each Global Note will be deposited on the Closing Date with and registered in the name of a nominee with the common depository for Euroclear and Clearstream, Luxembourg and registered in the name of a nominee of the common depository, on or about the Closing Date. Upon deposit of Global Notes, Euroclear and/or Clearstream, Luxembourg will credit each subscriber with a principal amount of Notes in the class and equal to the principal amount thereof for which each such subscriber has subscribed and paid.

Holding of beneficial interests in Global Notes

Ownership of beneficial interests in respect of Global Notes will be limited to persons that have accounts with Euroclear or Clearstream, Luxembourg (**direct participants**) or persons that hold beneficial interests in the Global Notes through participants (**indirect participants**) and, together with direct participants, **participants**), including, as applicable, banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with Euroclear or Clearstream, Luxembourg either directly or indirectly. Indirect participants will also include persons that hold beneficial interests through such indirect participants. Beneficial interests in Global Notes will not be held in definitive form. Instead, Euroclear and Clearstream, Luxembourg, as applicable, will credit the participants' accounts with the respective interests beneficially owned by such participants on each of their respective book-entry registration and transfer systems. Ownership of beneficial interests in Global Notes will be shown on, and transfers of beneficial interests therein will be effected only through, records maintained by Euroclear or Clearstream, Luxembourg (with respect to the interests of their participants) and on the records of participants or indirect participants (with respect to the interests of their participants). The laws of some jurisdictions or other applicable rules may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may therefore impair the ability of persons within such jurisdictions or otherwise subject to the laws thereof to own, transfer or pledge beneficial interests in the Global Notes.

Except as set out below under "*Issuance of Definitive Notes*", participants or indirect participants will not be entitled to have Notes registered in their names, will not receive or be entitled to receive physical delivery of Notes in definitive registered form and will not be considered the holders thereof under the Note Trust Deed. Accordingly, each person holding a beneficial interest in a Global Note must rely on the rules and procedures of Euroclear or Clearstream, Luxembourg, as the case may be, and indirect participants must rely on the procedures of the direct participant or indirect participants through which such person owns its beneficial interest in the relevant Global Note to exercise any rights and obligations of a holder of Notes under the Note Trust Deed.

Unlike legal owners or holders of the Notes, holders of beneficial interests in the Global Notes will not have the right under the Note Trust Deed to act upon solicitations by the Issuer of consents or requests by the Issuer for waivers or other actions from Noteholders. Instead, a holder of a beneficial interest in Global Notes will be permitted to act only to the extent it has received appropriate proxies to do so from Euroclear or Clearstream, Luxembourg (as the case may be) and, if applicable, their participants. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable holders of beneficial

interests in Global Notes to vote on any requested actions on a timely basis. The Noteholders should take steps to inform themselves of and to comply with the particular practice and policy of the relevant Clearing System in respect of voting and the associated timelines in respect of the same (and should make arrangements to vote with the relevant Clearing System in accordance with such policies and timelines). Similarly, upon the occurrence of a Class A Note Event of Default under the Notes, holders of beneficial interests in the Global Notes will be restricted to acting through Euroclear and Clearstream, Luxembourg unless and until Definitive Notes are issued in accordance with the Conditions. There can be no assurance that the procedures to be implemented by Euroclear and Clearstream, Luxembourg under such circumstances will be adequate to ensure the timely exercise of remedies under the Note Trust Deed.

Purchasers of beneficial interests in a Global Note will hold such beneficial interests in the Global Note relating thereto. Investors may hold their beneficial interests in respect of the Global Note directly through Euroclear or Clearstream, Luxembourg, if they are account holders in such systems, or indirectly through organisations which are account holders in such systems. Euroclear and Clearstream, Luxembourg will hold beneficial interests in the Global Note on behalf of their account holders through securities accounts in the respective account holders' names on Euroclear's and Clearstream, Luxembourg's respective book-entry registration and transfer systems.

For further information regarding the purchase of beneficial interests in the Global Notes, see the section entitled "*Transfer restrictions*".

Although Euroclear and Clearstream, Luxembourg have agreed to certain procedures to facilitate transfer of beneficial interests in the Global Notes among account holders of Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Note Trustee, the Issuer Security Trustee, the Paying Agents, the Agent Bank or any of their respective agents will have any responsibility for the performance by Euroclear or Clearstream, Luxembourg or their respective participants or account holders of their respective obligations under the rules and procedures governing their operations.

Payments on Global Notes

Each payment of interest on and repayment of principal of the Notes shall be made in accordance with the Agency Agreement.

Payments of any amounts owing in respect of the Global Notes will be made by the Issuer following receipt of any principal or interest on the Global Notes, in sterling as follows: payments of such amounts in respect of the Global Note to be made to or to the order of the common depository for Euroclear or Clearstream, Luxembourg, or its nominee which will distribute such payments to Euroclear or Clearstream, Luxembourg participants who hold beneficial interests in the Global Note in accordance with the procedures of Euroclear or Clearstream, Luxembourg.

Under the terms of the Note Trust Deed, the Issuer and the Note Trustee will treat the registered holders of Global Notes as the owners thereof for the purposes of receiving payments and for all other purposes. Consequently, none of the Issuer, the Issuer Security Trustee, the Note Trustee, any Agent or any other agent of the Issuer, the Issuer Security Trustee or the Note Trustee has or will have any responsibility or liability for:

(a) any aspect of the records of Euroclear or Clearstream, Luxembourg or any participant or indirect participant relating to or payments made on account of a beneficial interest or book-entry interest;

(b) interest in a Global Note or for maintaining, supervising or reviewing any of the records of Euroclear or Clearstream, Luxembourg or any participant or indirect participant relating to or payments made on account of a beneficial interest in the Global Note; or

(c) Euroclear or Clearstream, Luxembourg or any participant or indirect participant.

The Note Trustee is entitled to rely on any certificate or other document issued by Euroclear or Clearstream, Luxembourg for determining the identity of the several persons who are for the time being the beneficial holders of any beneficial interest in the Global Note.

All payments to the Noteholders will be distributed without deduction or withholding for any taxes, duties, assessments or other governmental charges of whatever nature except as may be required by law or FATCA. If

any such deduction or withholding is required to be made, then neither the Issuer nor any other person will be obliged to pay additional amounts in respect thereof.

In accordance with the rules and procedures for the time being of Euroclear or, as the case may be, Clearstream, Luxembourg, after receipt of any payment by Euroclear or Clearstream, Luxembourg or its nominee, the respective systems will promptly credit their participants' accounts with payments in amounts proportionate to their respective ownership of beneficial interests in the Global Notes as shown in the records of Euroclear or of Clearstream, Luxembourg. The Issuer expects that payments by participants to owners of beneficial interests in Global Notes held through such participants or indirect participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers in bearer form or registered in "street name" or in the names of nominees for such customers. Such payments will be the responsibility of such participants or indirect participants. None of the Issuer, the Note Trustee, the Issuer Security Trustee, the Paying Agents, the Agent Bank or any other agent of the Issuer, the Note Trustee, the Issuer Security Trustee or the Registrar will have any responsibility or liability for any aspect of the records of Euroclear or Clearstream, Luxembourg relating to or payments made by Euroclear or Clearstream, Luxembourg on account of a participant's ownership of beneficial interests in Global Notes or for maintaining, supervising or reviewing any records relating to a participant's ownership of beneficial interests in the Global Notes.

Book-entry ownership

The Global Note will have an ISIN and a Common Code and will be deposited with, and registered in the name of USB Nominees (UK) Limited as nominee of the common depository, on behalf of the common depository for Euroclear and Clearstream, Luxembourg.

Information regarding Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg have informed the Issuer as follows:

Custodial and depositary links have been established between Euroclear and Clearstream, Luxembourg to facilitate the initial issue of the Global Notes and secondary market trading of beneficial interests in the Global Note.

Clearstream, Luxembourg and Euroclear each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Clearstream, Luxembourg and Euroclear provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream, Luxembourg and Euroclear also deal with domestic securities markets in several countries through established depositary and custodial relationships. Clearstream, Luxembourg and Euroclear have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Clearstream, Luxembourg and Euroclear customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations.

Indirect access to Clearstream, Luxembourg and Euroclear is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

As Euroclear and Clearstream, Luxembourg act on behalf of their respective account holders only, who in turn may act on behalf of their respective clients, the ability of beneficial owners who are not account holders with Euroclear or Clearstream, Luxembourg to pledge interests in the Global Note to persons or entities that are not account holders with Euroclear or Clearstream, Luxembourg, or otherwise take action in respect of interests in the Global Note, may be limited.

The Issuer understands that under existing industry practices, if either the Issuer or the Note Trustee requests any action of owners of beneficial interests in Global Notes or if an owner of a beneficial interest in a Global Note desires to give instructions or take any action that a holder is entitled to give or take under the Note Trust Deed, Euroclear or Clearstream, Luxembourg, as the case may be, would authorise the direct participants owning the relevant beneficial interests to give instructions or take such action, and such direct participants would authorise indirect participants to give or take such action or would otherwise act upon the instructions of such indirect participants.

Redemption

For any redemptions of a Global Note in part, selection of the book-entry interests relating thereto to be redeemed will be made by Euroclear or Clearstream, Luxembourg, as the case may be, on a *pro rata* basis (or on such other basis as Euroclear or Clearstream, Luxembourg deems fair and appropriate) provided that only book-entry interests in the original principal amount of £100,000 (and integral multiples of £1,000 in excess thereof) or integral multiples of such original principal amount will be redeemed. Upon any redemption in part, the Registrar will record in the Register the principal amount so redeemed.

Transfer and Transfer Restrictions

All transfers of beneficial interests in Global Notes will be recorded in accordance with the book-entry systems maintained by Euroclear or Clearstream, Luxembourg, as applicable, pursuant to customary procedures established by each respective system and its participants.

The Global Note will bear a legend substantially identical to that appearing in paragraph 6 under "*Transfer restrictions*", and no Rule 144A Global Note nor any beneficial interest in such Rule 144A Global Note may be transferred except in compliance with the transfer restrictions set forth in such legend A person acquiring a beneficial interest in a Rule 144A Global Note shall be deemed to have agreed to be bound by the transfer restrictions applicable to such Global Note and may be requested to agree in writing to be so bound. Each Regulation S Global Note will bear a legend substantially identical to that set out under "*Transfer restrictions*". Until and including the 40th day after the later of the commencement of the offering of the Notes and the closing date for the offering of the Notes, beneficial interests in a Regulation S Global Note may be held only through Euroclear or Clearstream, Luxembourg, unless transfer and delivery is made through a Rule 144A Global Note of the same class.

Any beneficial interest in a Regulation S Global Note of one class that is transferred to a person who takes delivery in the form of a beneficial interest in a Rule 144A Global Note of the same class will, upon transfer, cease to be represented by a beneficial interest in such Regulation S Global Note and will become represented by a beneficial interest in such Rule 144A Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in a Rule 144A Global Note for as long as it remains such a beneficial interest. Any beneficial interest in a Rule 144A Global Note of one class that is transferred to a person who takes delivery in the form of a beneficial interest in the Regulation S Global Note of the same class will, upon transfer, cease to be represented by a beneficial interest in such Rule 144A Global Note and will become represented by a beneficial interest in such Regulation S Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in a Regulation S Global Note as long as it remains such a beneficial interest. In order to comply with the rules of ERISA and the U.S. Internal Revenue Code, the Class E Notes and the Class F Notes may not be transferred to any retirement plan or other employee benefit plan or arrangement that is subject to Title I of ERISA or Sections 4975 of the U.S. Internal Revenue Code or any similar law, except under the conditions described herein under "*ERISA Considerations*". Each owner of a beneficial interest in the Notes will be deemed to represent that it complies with such transfer restrictions and any transfer in violation of such restrictions will be void ab initio. For further information about ERISA restrictions in respect to the Notes, see "*ERISA Considerations*".

Transfer of Global Notes

The Regulation S Global Notes and the Rule 144A Global Notes may be transferred respectively by the common depository to a replacement common depository.

Issuance of Definitive Notes

Holders of beneficial interests in a Global Note will be entitled to receive Definitive Notes representing Notes of the relevant class in registered form in exchange for their respective holdings of beneficial interests only if:

(a) (in the case of a Global Notes held by or on behalf of the common depository) either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and in either case no alternative clearing system acceptable to the Note Trustee is in existence; or

(b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom or any other jurisdiction (or of any political sub-division thereof) or of any authority therein or thereof having

power to tax or in the interpretation or administration of such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Notes which would not be required were the Notes in definitive registered form.

Any Definitive Notes issued in exchange for beneficial interests in a Global Note will be registered by the Registrar in such name or names as instructed by Euroclear or Clearstream, Luxembourg. It is expected that such instructions will be based upon directions received by Euroclear or Clearstream, Luxembourg from their participants with respect to ownership of the relevant beneficial interests.

In no event will Definitive Notes be issued in bearer form.

NOTEHOLDER COMMUNICATIONS

Any Verified Noteholder will be entitled from time to time to request the Issuer Cash Manager to request other Verified Noteholders of any Class or Classes or Verified Class X Certificateholders to contact it subject to and in accordance with the following provisions.

For these purposes **Verified Noteholder** means a Noteholder which has satisfied the Issuer Cash Manager that it is a Noteholder in accordance with Condition 15.17 (*Notes being held through Euroclear or Clearstream, Luxembourg*), and **Verified Class X Certificateholder** means a Class X Certificateholder which has satisfied the Issuer Cash Manager that it is a Class X Certificateholder in accordance with Class X Condition 15.13 (*Class X Certificates being held through Euroclear or Clearstream, Luxembourg*).

Following receipt of a request for the publication of a notice from a Verified Noteholder (being the **Initiating Noteholder**), the Issuer Cash Manager will publish such notice on its investor reporting website and as an addendum to any Issuer Cash Manager Quarterly Report or other report to Noteholders and Class X Certificateholders due for publication within five Business Days of receipt of the same (or, if there is no such report, through a special notice for such purpose as soon as is reasonably practical after receipt of the same) provided that such notice contains no more than:

(a) an invitation to other Verified Noteholders (or any specified Class or Classes) and/or Verified Class X Certificateholders (of either Class) to contact the Initiating Noteholder;

(b) the name of the Initiating Noteholder and the address, phone number, website or email address at which the Initiating Noteholder can be contacted; and

(c) the date(s) from, on or between which the Initiating Noteholder may be so contacted.

The Issuer Cash Manager will not be permitted to publish any further or different information through this mechanism. The Issuer Cash Manager will have no responsibility or liability for the contents, completeness or accuracy of any such published information and will have no responsibility (beyond publication of the same in the manner described above) for ensuring Noteholders and Class X Certificateholders receive the same.

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of the Notes in the form (subject to amendment) in which they will be set out in the Note Trust Deed. The terms and conditions set out below will apply to the Notes in global form.

The £312,550,000 Class A Commercial Mortgage Backed due 2025 (the **Class A Notes**), the £67,450,000 Class B Commercial Mortgage Backed Notes due 2025 (the **Class B Notes**), the £67,450,000 Class C Commercial Mortgage Backed Notes due 2025 (the **Class C Notes**), the £60,800,000 Class D Commercial Mortgage Backed Notes due 2025 (the **Class D Notes**), the £76,000,000 Class E Commercial Mortgage Backed Notes due 2025 (the **Class E Notes**) and the £61,750,000 Class F Commercial Mortgage Backed Notes due 2025 (the **Class F Notes)** and, together with the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the **Notes**) in each case of Logistics UK 2015 PLC (the **Issuer**) are constituted by a note trust deed dated on or about 7 August 2015 (the **Closing Date**) (the **Note Trust Deed**, which expression includes such note trust deed as from time to time modified in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto, as from time to time so modified) and made between the Issuer and U.S. Bank Trustees Limited (the **Note Trustee**, which expression includes its successors or any other trustees under the Note Trust Deed) as trustee for the holders for the time being of the Notes and the Class X Certificates (as defined therein).

The respective holders of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (each a **Noteholder** and, together, the **Noteholders**) are referred to in these terms and conditions (the **Conditions**) as the **Class A Noteholders**, the **Class B Noteholders**, the **Class C Noteholders**, the **Class D Noteholders**, the **Class E Noteholders** and the **Class F Noteholders**, respectively. Any reference in these Conditions to a **Class** of Notes or of Noteholders shall be a reference to any, or all, of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes, as the case may be, or to the respective holders thereof.

Any reference in these Conditions to a **Class** of Class X Certificates shall be a reference to either, or both, of the Class X1 Certificate and the Class X2 Certificate (each as defined in the Note Trust Deed), as the case may be, or to the respective holders thereof. Any reference in these Conditions to the **Class X Conditions** shall be a reference to the terms and conditions of the Class X Certificates (as set out in the Note Trust Deed).

The security for the Notes and the Class X Certificates is constituted by a deed of charge dated on or about the Closing Date (the **Issuer Deed of Charge**, which expression includes such deed of charge as from time to time modified in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto, as from time to time modified) and made between, among others, the Issuer and U.S. Bank Trustees Limited (the **Issuer Security Trustee**, which expression includes its successors or any other trustees under the Issuer Deed of Charge).

By an agency agreement dated on or about the Closing Date (the **Agency Agreement**, which expression includes such agency agreement as from time to time modified in accordance with the provisions therein contained and any agreement, deed or other document expressed to be supplemental thereto, as from time to time so modified) and made between, among others, the Issuer, the Note Trustee and Elavon Financial Services Limited, UK Branch in its separate capacities as principal paying agent (the **Principal Paying Agent**, which expression includes its successors or any other principal paying agent appointed in respect of the Notes and the Class X Certificates) and agent bank (the **Agent Bank**, which expression includes its successors or any other agent bank appointed in respect of the Notes) (the Principal Paying Agent being together with any other paying agents, if any, appointed from time to time pursuant to the Agency Agreement, the **Paying Agents**) and Elavon Financial Services Limited as registrar (the **Registrar**, which expression includes its successors or any other registrar appointed in respect of the Notes and the Class X Certificates and, together with the Paying Agents and the Agent Bank, the **Agents**), provision is made for, among other things, the payment of principal, interest and other amounts in respect of the Notes of each Class and distributions in respect of the Class X Certificates of each Class.

The Noteholders and all persons claiming through them or under the Notes are entitled to the benefit of, are bound by and are deemed to have notice of the provisions of the Note Trust Deed, the Issuer Deed of Charge, the Agency Agreement and the other Issuer Transaction Documents applicable to them.

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Note Trust Deed, the Issuer Deed of Charge, the Agency Agreement and the master definitions schedule entered into

by, among others, the Issuer, the Note Trustee, the Issuer Security Trustee and the Agents (the **Master Definitions Schedule**) dated on or about the Closing Date.

Copies of the Note Trust Deed, the Issuer Deed of Charge, the Agency Agreement, the Master Definitions Schedule, the Servicing Agreement, the Issuer Cash Management Agreement, the Issuer Account Bank Agreement, the Corporate Services Agreement and the Facility Agreement are available for inspection during normal business hours at the specified office for the time being of each of the Paying Agents.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Words and expressions used in these Conditions and not otherwise defined below shall have the meanings and constructions ascribed to them in the Master Definitions Schedule. In these Conditions the terms set out below have the following meanings:

Allocated Note Prepayment Fee Amount means, in respect of any Note Payment Date that any of the Notes are redeemed pursuant to Condition 8.2 (*Mandatory redemption from Principal Available Funds*) as a result of the prepayment of the Securitised Loan where Loan Prepayment Fees are received by the Issuer under the Securitised Loan in respect of such prepayment, an amount calculated in respect of each such Class of Notes redeemed on such Note Payment Date using such Principal Available Funds according to the following formula (and, for the avoidance of doubt, to the extent that any principal amount was repaid or prepaid under the Securitised Loan but does not result in the payment of Loan Prepayment Fees, the corresponding principal amount of the Notes redeemed on such Note Payment Date shall be disregarded for such purposes):

$$\mathbf{A} \times \frac{\mathbf{B}}{\mathbf{C}} \times \frac{\mathbf{D}}{\mathbf{E}}$$

A = Note Prepayment Fee Amount for such Note Payment Date

B = the principal amount of the relevant Class of Notes redeemed on such Note Payment Date using such Principal Available Funds

C = the aggregate principal amount of all of the Notes redeemed on such Note Payment Date using such Principal Available Funds

D = the Relevant Margin of the relevant Class of Notes

E = the weighted average margin of all of the Notes redeemed on such Note Payment Date using such Principal Available Funds.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Dublin, Amsterdam, London, Jersey, Guernsey and Luxembourg.

Class A Final Payment Amount means the aggregate of any principal due and payable on the Class A Notes and any unpaid Allocated Note Prepayment Fee Amounts in respect of the Class A Notes.

Class A Payment Amount means, in respect of any Note Payment Date, the aggregate of the Class A Principal Payment Amount and any Allocated Note Prepayment Fee Amount in respect of the Class A Notes for that Note Payment Date.

Class A Principal Payment Amount means, in respect of any Note Payment Date, the lesser of:

(a) the Principal Amount Outstanding of the Class A Notes; and

(b) the sum of that portion of:

(i) the Pro Rata Principal Payment Amount; and

(ii) the Sequential Principal Payment Amount and the Reverse Sequential Principal Payment Amount,

allocated to the Class A Notes on such Note Payment Date.

Class B Final Payment Amount means the aggregate of any principal due and payable on the Class B Notes and any unpaid Allocated Note Prepayment Fee Amounts in respect of the Class B Notes.

Class B Payment Amount means, in respect of any Note Payment Date, the aggregate of the Class B Principal Payment Amount and any Allocated Note Prepayment Fee Amount in respect of the Class B Notes for that Note Payment Date.

Class B Principal Payment Amount means, in respect of any Note Payment Date, the lesser of:

(a) the Principal Amount Outstanding of the Class B Notes; and

(b) the sum of that portion of:

(i) the Pro Rata Principal Payment Amount; and

(ii) the Sequential Principal Payment Amount and the Reverse Sequential Principal Payment Amount,

allocated to the Class B Notes on such Note Payment Date.

Class C Final Payment Amount means the aggregate of any principal due and payable on the Class C Notes and any unpaid Allocated Note Prepayment Fee Amounts in respect of the Class C Notes.

Class C Payment Amount means, in respect of any Note Payment Date, the aggregate of the Class C Principal Payment Amount and any Allocated Note Prepayment Fee Amount in respect of the Class C Notes for that Note Payment Date.

Class C Principal Payment Amount means, in respect of any Note Payment Date, the lesser of:

(a) the Principal Amount Outstanding of the Class C Notes; and

(b) the sum of that portion of:

(i) the Pro Rata Principal Payment Amount; and

(ii) the Sequential Principal Payment Amount and the Reverse Sequential Principal Payment Amount,

allocated to the Class C Notes on such Note Payment Date.

Class D Adjusted Interest Payment Amount means, in respect of any Note Payment Date, an amount equal to the amount by which:

(a) the Interest Available Funds and any Surplus Principal Funds in respect of such Note Payment Date (excluding the amount available for drawing by way of Interest Drawing under the Liquidity Facility Agreement on such Note Payment Date); exceed

(b) the sum of all amounts payable out of Interest Available Funds and Surplus Principal Funds on such Note Payment Date in priority to the payment of interest on the Class D Notes in accordance with the Pre-Acceleration Interest Priority of Payments,

or (if such amount is a negative amount) zero.

Class D Final Payment Amount means the aggregate of any principal due and payable on the Class D Notes and any unpaid Allocated Note Prepayment Fee Amounts in respect of the Class D Notes.

Class D Interest Payment Amount means, in respect of any Note Payment Date, the amount of interest payable on the Class D Notes at Note LIBOR plus the Relevant Margin in respect of the immediately preceding Note Interest Period, calculated in accordance with Condition 6 (*Interest*).

Class D Payment Amount means, in respect of any Note Payment Date, the aggregate of the Class D Principal Payment Amount and any Allocated Note Prepayment Fee Amount in respect of the Class D Notes for that Note Payment Date.

Class D Principal Payment Amount means, in respect of any Note Payment Date, the lesser of:

(a) the Principal Amount Outstanding of the Class D Notes; and

(b) the sum of that portion of:

(i) the Pro Rata Principal Payment Amount; and

(ii) the Sequential Principal Payment Amount and the Reverse Sequential Principal Payment Amount,

allocated to the Class D Notes on such Note Payment Date.

Class E Adjusted Interest Payment Amount means, in respect of any Note Payment Date, an amount equal to the amount by which:

(a) the Interest Available Funds and any Surplus Principal Funds in respect of such Note Payment Date (excluding the amount available for drawing by way of Interest Drawing under the Liquidity Facility Agreement on such Note Payment Date); exceed

(b) the sum of all amounts payable out of Interest Available Funds and Surplus Principal Funds on such Note Payment Date in priority to the payment of interest on the Class E Notes in accordance with the Pre-Acceleration Interest Priority of Payments,

or (if such amount is a negative amount) zero.

Class E Final Payment Amount means the aggregate of any principal due and payable on the Class E Notes and any unpaid Allocated Note Prepayment Fee Amounts in respect of the Class E Notes.

Class E Interest Payment Amount means, in respect of any Note Payment Date, the amount of interest payable on the Class E Note at Note LIBOR plus the Relevant Margin in respect of the immediately preceding Note Interest Period, calculated in accordance with Condition 6 (*Interest*).

Class E Payment Amount means, in respect of any Note Payment Date, the aggregate of the Class E Principal Payment Amount and any Allocated Note Prepayment Fee Amount in respect of the Class E Notes for that Note Payment Date.

Class E Principal Payment Amount means, in respect of any Note Payment Date, the lesser of:

(a) the Principal Amount Outstanding of the Class E Notes; and

(b) the sum of that portion of:

(i) the Pro Rata Principal Payment Amount; and

(ii) the Sequential Principal Payment Amount and the Reverse Sequential Principal Payment Amount,

allocated to the Class E Notes on such Note Payment Date.

Class F Adjusted Interest Payment Amount means, in respect of any Note Payment Date, an amount equal to the amount by which:

(a) the Interest Available Funds and any Surplus Principal Funds in respect of such Note Payment Date (excluding the amount available for drawing by way of Interest Drawing under the Liquidity Facility Agreement on such Note Payment Date); exceed

(b) the sum of all amounts payable out of Interest Available Funds and Surplus Principal Funds on such Note Payment Date in priority to the payment of interest on the Class F Notes in accordance with the Pre-Acceleration Interest Priority of Payments,

or (if such amount is a negative amount) zero.

Class F Final Payment Amount means the aggregate of any principal due and payable on the Class F Notes and any unpaid Allocated Note Prepayment Fee Amounts in respect of the Class F Notes.

Class F Interest Payment Amount means, in respect of any Note Payment Date, the amount of interest payable on the Class F Notes at Note LIBOR plus the Relevant Margin in respect of the immediately preceding Note Interest Period, calculated in accordance with Condition 6 (*Interest*).

Class F Payment Amount means, in respect of any Note Payment Date, the aggregate of the Class F Principal Payment Amount and any Allocated Note Prepayment Fee Amount in respect of the Class F Notes for that Note Payment Date.

Class F Principal Payment Amount means, in respect of any Note Payment Date, the lesser of:

(a) the Principal Amount Outstanding of the Class F Notes; and

(b) the sum of that portion of:

(i) the Pro Rata Principal Payment Amount; and

(ii) the Sequential Principal Payment Amount and the Reverse Sequential Principal Payment Amount,

allocated to the Class F Notes on such Note Payment Date.

Class X Trigger Event means the first to occur of:

(a) a Calculation Date on which the Securitised Loan is a Specially Serviced Loan;

(b) a Calculation Date following the Expected Note Maturity Date; or

(c) the enforcement of the Issuer Security following the occurrence of a Note Event of Default.

Expected Note Maturity Date means either the Initial Expected Note Maturity Date (if neither the First Loan Extension Option or the Second Loan Extension Option are exercised), the First Extended Expected Note Maturity Date (if only the First Loan Extension Option is exercised) or the Second Extended Expected Note Maturity Date (if both the First Loan Extension Option and the Second Loan Extension Option are exercised).

First Extended Expected Note Maturity Date means 20 August 2019.

Initial Expected Note Maturity Date means 20 August 2018.

Loan Excess Margin means, in respect of any Note Payment Date that any of the Notes are redeemed pursuant to Condition 8.2 (*Mandatory redemption from Principal Available Funds*) as a result of the prepayment of the Securitised Loan where Loan Prepayment Fees are received by the Issuer under the Securitised Loan in respect of such prepayment, the higher of (a) zero and (b) the amount calculated in accordance with the following formula (or, if Loan Prepayment Fees are received more than once by the Issuer in the immediately preceding Loan Payment Period and a different Loan Margin has been used to calculate each Loan Prepayment Fee received by the Issuer, the amounts calculated in accordance with the following formula in respect of each such prepayment):

A-(B+C)

Where:

A = the Loan Margin (as used in calculating the Loan Prepayment Fees) received by the Issuer during the immediately preceding Loan Payment Period.

B = the weighted average margin of such Notes as at such Note Payment Date prior to any principal redemption of the Notes on such Note Payment Date.

C = the number of percentage points calculated by dividing (a) all amounts payable by the Issuer on the immediately following Note Payment Date pursuant to items (a) to (g) (inclusive) and (n) to (v) (inclusive) of the Pre-Acceleration Interest Priority of Payment or items (a) to (q) (inclusive) of the Post-Acceleration Priority

of Payments, as applicable (in the case of any such periodic amounts, converted to an annualised amount by multiplying such amount by a factor equal to 12 divided by the number of months in the calendar year that such payment is made in respect of and, for the avoidance of doubt, in case of an annual or other non-recurring amount, the amount thereof) by (b) the principal amount of the Securitised Loan as at the beginning of the immediately preceding Loan Interest Period.

Loan Margin means the percentage rate per annum set out in the Margin Letter.

Loan Prepayment Fees means any fees payable pursuant to Clause 13.1 (Prepayment Fees) of the Facility Agreement that are received by the Issuer.

Net Principal Available Funds means in respect of any Note Payment Date, Principal Available Funds (excluding Reverse Sequential Principal Payment Amounts and Release Amounts) for that Note Payment Date less any amounts payable pursuant to items (a) and (b) of the Pre-Acceleration Principal Priority of Payments on that Note Payment Date.

Note Excess Amount means, in respect of any Note Interest Period commencing with the Note Interest Period commencing on (and including) the Note Payment Date occurring on the Expected Note Maturity Date in respect of which LIBOR exceeds 5 per cent. per annum in respect of each Class of Notes, any amount payable on such Class of Notes calculated in accordance with the following formula:

$$(A \times (B - C)) \times D$$

Where:

A = the Principal Amount Outstanding on the relevant Class of Notes

B = 3 month LIBOR (where LIBOR exceeds 5 per cent. per annum)

C = 5 per cent. per annum

D = the number of days in the relevant Note Interest Period divided by 365.

Note LIBOR means:

(a) for each Note Interest Period commencing with the first Note Interest Period commencing on (and including) the Closing Date to (and including) the Note Interest Period ending on (but excluding) the Note Payment Date occurring on the Expected Note Maturity Date, LIBOR; and

(b) for each Note Interest Period commencing with the Note Interest Period commencing on (and including) the Note Payment Date occurring on the Expected Note Maturity Date, the lower of LIBOR and 5 per cent. per annum.

Note Prepayment Fee Amount means, in respect of any Note Payment Date that any of the Notes are redeemed pursuant to Condition 8.2 (*Mandatory redemption from Principal Available Funds*) as a result of the prepayment of the Securitised Loan during the immediately preceding Loan Payment Period where Loan Prepayment Fees are received by the Issuer under the Securitised Loan in respect of such prepayment, an amount calculated according to the following formula (or, if Loan Prepayment Fees are received more than once by the Issuer in the immediately preceding Loan Payment Period and a different Loan Margin has been used to calculate each Loan Prepayment Fee received by the Issuer, the amounts calculated in accordance with the following formula in respect of each such prepayment):

$$A \times \left(1 - \frac{B}{C}\right)$$

A = Loan Prepayment Fees received by the Issuer during such Loan Payment Period

B = Loan Excess Margin as at the date of payment of such Loan Prepayment Fees

C = Loan Margin as at the date of payment of such Loan Prepayment Fees.

Principal Payment Amount means, in respect of any Note Payment Date, the Class A Principal Payment Amount, the Class B Principal Payment Amount, the Class C Principal Payment Amount, the Class D Principal Payment Amount, the Class E Principal Payment Amount or the Class F Principal Payment Amount (as applicable) for that Note Payment Date.

Pro Rata Principal Payment Amount means, in respect of any Note Payment Date, as determined by the Issuer Cash Manager on the immediately preceding Calculation Date: (i) if a Sequential Payment Trigger has occurred and is continuing, zero; or (ii) if no Sequential Payment Trigger has occurred and is continuing, an amount equal to the Net Principal Available Funds for that Note Payment Date.

Reference Banks means the Loan Reference Banks or, if there are no Loan Reference Banks, the principal London office of each of five major banks engaged in the London interbank market selected by the Agent Bank with the approval of the Issuer provided that, once a Reference Bank has been selected by the Agent Bank, that Reference Bank shall not be changed unless and until it ceases to be capable of acting as such.

Release Amount means, in respect of any Note Payment Date and a Property sold during the immediately preceding Loan Payment Period, the amount equal to:

(a) the Release Price; less

(b) the Allocated Loan Amount,

for such Property.

Relevant Margin means, in respect of:

(a) the Class A Notes, 1.25 per cent. per annum;

(b) the Class B Notes, 1.90 per cent. per annum;

(c) the Class C Notes, 2.50 per cent. per annum;

(d) the Class D Notes, 3.00 per cent. per annum;

(e) the Class E Notes, 3.40 per cent. per annum; and

(f) the Class F Notes, 3.60 per cent. per annum.

Reverse Sequential Principal Payment Amount means, in respect of any Note Payment Date, as determined on the immediately preceding Calculation Date by the Issuer Cash Manager: (i) if a Sequential Payment Trigger has occurred and is continuing pursuant to limb (c) of that definition, zero; or (ii) otherwise, any Voluntary Prepayments.

Rule 17g-5 means Rule 17g-5 of the Exchange Act as may be amended or replaced.

Second Extended Expected Note Maturity Date means 20 August 2020.

Sequential Payment Trigger means the first to occur of the following:

(a) a Calculation Date on which the Securitised Loan is a Specially Serviced Loan;

(b) a Calculation Date following the Expected Note Maturity Date; or

(c) enforcement of the Issuer Security following the occurrence of a Note Event of Default.

Sequential Principal Payment Amount means, in respect of any Note Payment Date, as determined on the immediately preceding Calculation Date by the Issuer Cash Manager: (i) if a Sequential Payment Trigger has occurred and is continuing, the Net Principal Available Funds (plus, the Release Amount and, if a Sequential Payment Trigger has occurred (only pursuant to limb (c) of that definition), any Reverse Sequential Principal Payment Amount for that Note Payment Date) or (ii) if no Sequential Payment Trigger has occurred and is continuing, the Release Amount together with, if such Note Payment Date falls on or after the Expected Note Maturity Date, the Interest Available Funds available for application pursuant to item (n) of the Pre-Acceleration Interest Priority of Payments.

Voluntary Prepayment means a voluntary prepayment under Clause 7.2 (Voluntary prepayment) of the Facility Agreement, excluding a voluntary prepayment pursuant to Clause 8.8 (Cash Trap Account) of the Facility Agreement.

1.2 Interpretation

These Conditions shall be construed and interpreted in accordance with the principles of construction and interpretation set out in the Master Definitions Schedule.

2. FORM, DENOMINATION AND TITLE

2.1 Form and denomination

(a) *Rule 144A Global Notes*

The Notes initially offered and sold in the United States of America (the **United States**) or to, or for the account or benefit of, U.S. persons who are qualified institutional buyers (as defined in Rule 144A (**Rule 144A**) under the United States Securities Act of 1933, as amended (the **Securities Act**), in accordance with, and reliance on, Rule 144A will initially each be represented by a permanent global note in registered form without any coupons or talons attached (the Class A Rule 144A Global Note, the Class B Rule 144A Global Note, the Class C Rule 144A Global Note, the Class D Rule 144A Global Note, the Class E Rule 144A Global Note and the Class F Rule 144A Global Note, together, the **Rule 144A Global Notes**).

(b) *Regulation S Global Notes*

The Notes initially offered and sold outside the United States to non-U.S. persons in offshore transactions (within the meaning of Regulation S) in accordance with, and reliance on, Regulation S (**Regulation S**) under the Securities Act will initially be represented by one or more permanent global notes in registered form for each class of Notes without any coupons or talons attached (the Class A Regulation S Global Note, the Class B Regulation S Global Note, the Class C Regulation S Global Note, the Class D Regulation S Global Note, the Class E Regulation S Global No**te** and the Class F Regulation S Global No**te**, together, the **Regulation S Global Notes** and, together with the Rule 144A Global Notes, the **Global Notes**).

(c) For so long as any of the Notes are represented by a Global Note, transfers and exchanges of beneficial interests in such Global Note and entitlement to payments thereunder will be effected subject to and in accordance with the rules and procedures from time to time of Euroclear Bank S.A./N.V. (**Euroclear**) or Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**), as appropriate. Each Global Note will be deposited with and registered in the name of a nominee of a Common Depositary for Euroclear and Clearstream, Luxembourg.

(d) For so long as any of the Notes are represented by a Global Note, and for so long as Euroclear and Clearstream, Luxembourg so permit, such Notes shall be tradable only in the minimum nominal amount of £100,000 and higher integral multiples of £1,000, notwithstanding that no registered Definitive Notes (as defined below) will be issued with a denomination above £199,000.

2.2 Title

(a) Title to the Notes passes only by and upon registration in the register of Noteholders (the **Register**) which the Issuer shall procure to be kept by the Registrar. The registered holder of any Note will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Global Note issued in respect of it) and no person will be liable for so treating the holder.

(b) Ownership of interests in respect of the Global Notes will be limited to persons who have accounts with Euroclear and/or Clearstream, Luxembourg or persons who hold interests through such participants. Interests will be shown on, and transfers thereof will be effected only through, records maintained in book-entry form by Euroclear and Clearstream, Luxembourg and their participants. Beneficial interests in respect of the Rule 144A Global Notes will be limited to persons who have accounts with Euroclear and/or Clearstream, Luxembourg or persons who hold interests through such participants and who are qualified institutional buyers (as defined in Rule 144A) and have purchased

such interest in accordance with, and reliance on, Rule 144A or have purchased such interest in accordance with the restrictions legended on the Rule 144A Global Notes. Beneficial interests in a Regulation S Global Note may not be held by a U.S. person (as defined in Regulation S under the Securities Act) at any time.

2.3 Global Notes

(a) Upon deposit of the Global Notes, Euroclear or Clearstream, Luxembourg (as applicable) will credit the account of each Accountholder (as defined below) with the principal amount of Notes for which it has subscribed and paid.

(b) References in these Conditions to Euroclear and/or Clearstream, Luxembourg shall, wherever the context so admits, be deemed to include reference to any additional or alternative clearing system approved by the Issuer.

(c) Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, as the case may be, as being entitled to an interest in a Global Note (each an **Accountholder**) must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Issuer to such Accountholder and in relation to all other rights arising under the relevant Global Note. The extent to which, and the manner in which, Accountholders may exercise any rights arising under a Global Note will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system (as the case may be) from time to time. For so long as the relevant Notes are represented by a Global Note, Accountholders shall have no claim directly against the Issuer.

3. DEFINITIVE NOTES

3.1 Issue of Definitive Notes

(a) A Global Note will be exchangeable for definitive Notes of the relevant Class in registered form (each a **Definitive Note** and, together, the **Definitive Notes**) in an aggregate principal amount equal to the Principal Amount Outstanding (as defined in Condition 8.5 (*Principal Amount Outstanding and Note Factor*)) of the relevant Global Note only if any of the following circumstances apply:

(i) in the case of a Global Note held by or on behalf of a Common Depositary, either Euroclear or Clearstream, Luxembourg:

(A) is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise); or

(B) announces an intention permanently to cease business or does in fact do so,

and, in either case, no alternative clearing system acceptable to the Note Trustee is in existence; or

(ii) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom, Ireland or of any other jurisdiction (or any political sub-division thereof) or of any authority therein or thereof having the power to tax, or in the interpretation or administration of such laws or regulations, which has become effective on or after the Closing Date, the Issuer or the Principal Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Notes which would not be required if the Notes were in definitive registered form.

(b) If Definitive Notes are issued in respect of Notes originally represented by a Global Note, the beneficial interests represented by such Global Note shall be exchanged by the Issuer for the relevant Notes in registered definitive form. The aggregate principal amount of the Definitive Notes of the relevant Class shall be equal to the Principal Amount Outstanding of the Notes at the date on which notice of exchange is given of the relevant Global Note for such Class, subject to and in accordance with the detailed provisions of these Conditions, the Agency Agreement, the Note Trust Deed and the relevant Global Note.

(c) Definitive Notes (which, if issued, will be in the denomination set out below) will be serially numbered and will be issued in registered form only.

(d) Each Definitive Note will have a minimum original principal amount of £100,000 and may be in higher integral multiples of £1,000 in excess thereof, but will have a maximum original principal amount of £199,000.

(e) Definitive Notes, if issued, will be available at the offices of any Paying Agent. If the Issuer fails to meet obligations to issue Notes in definitive form in exchange for a Global Note, then that Global Note shall remain in full force and effect.

(f) For the purposes of these Conditions, references herein to Notes shall include the Global Notes and the Definitive Notes. These Conditions and the Issuer Transaction Documents will be amended in such manner as the Note Trustee and Issuer Security Trustee require to take account of the issue of Definitive Notes.

3.2 Transfer of Definitive Notes

(a) A Definitive Note may be transferred in whole or in part provided that any partial transfer relates to an original principal amount of at least £100,000 upon surrender of such Definitive Note, at the specified office of the Registrar.

(b) In the case of a transfer of part only of a Definitive Note, a new Definitive Note in respect of the balance not transferred (subject to such balance not being less than £100,000) will be issued to the transferor. All transfers of Definitive Notes are subject to any restrictions on transfer set out in such Definitive Notes and the Transfer Restrictions.

4. STATUS AND RELATIONSHIP BETWEEN THE NOTES, THE CLASS X CERTIFICATES AND SECURITY

4.1 Status and relationship between the Notes and the Class X Certificates

(a) The Notes constitute (subject as provided in Condition 13 (*Limit on Noteholder action, limited recourse and non-petition*)) unconditional, direct, secured and limited recourse obligations of the Issuer.

(b) The Notes are obligations solely of the Issuer and are not obligations of, or guaranteed by, any other entity or person.

(c) Prior to the occurrence of a Class X Trigger Event or delivery of a Note Acceleration Notice:

(i) payments of interest on the Class A Notes and Class X Distribution Amounts will rank *pari passu*, and in priority to payments of interest on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;

(ii) payments of interest on the Class B Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes and Class X Distribution Amounts, and in priority to payments of interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;

(iii) payments of interest on the Class C Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, Class X Distribution Amounts and interest on the Class B Notes, and in priority to payments of interest on the Class D Notes, the Class E Notes and the Class F Notes;

(iv) payments of interest on the Class D Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, Class X Distribution Amounts and interest on the Class B Notes and the Class C Notes, and in priority to payments of interest on the Class E Notes and the Class F Notes;

(v) payments of interest on the Class E Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, Class X Distribution Amounts and interest on the Class B

Notes, the Class C Notes and the Class D Notes, and in priority to payments of interest on the Class F Notes; and

(vi) payments of interest on the Class F Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, Class X Distribution Amounts and interest on the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes,

and all such payments will rank in priority to payments of Note Excess Amounts which will rank subordinate thereto in the same order of priority with respect to each Class of the Notes.

(d) Following the occurrence of a Class X Trigger Event but prior to delivery of a Note Acceleration Notice:

(i) payments of interest on the Class A Notes will rank *pari passu*, but in priority to payments of interest on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and Class X Distribution Amounts;

(ii) payments of interest on the Class B Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, and in priority to payments of interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and Class X Distribution Amounts;

(iii) payments of interest on the Class C Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes and the Class B Notes, and in priority to payments of interest on the Class D Notes, the Class E Notes and the Class F Notes and Class X Distribution Amounts;

(iv) payments of interest on the Class D Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, the Class B Notes and the Class C Notes, and in priority to payments of interest on the Class E Notes and the Class F Notes and Class X Distribution Amounts;

(v) payments of interest on the Class E Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, and in priority to payments of interest on the Class F Notes and Class X Distribution Amounts;

(vi) payments of interest on the Class F Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, and in priority to payments of Class X Distribution Amounts; and

(vii) payments of the Class X Distribution Amounts will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes,

and all such payments (other than of Class X Distribution Amounts which will also rank subordinate to payments of Note Excess Amounts) will rank in priority to payments of Note Excess Amounts which will rank subordinate thereto in the same order of priority with respect to each Class of the Notes.

(e) Prior to the delivery of a Note Acceleration Notice, on each Note Payment Date and (following enforcement of the Issuer Security) on any other day that the Issuer Security Trustee (or the Issuer Cash Manager on its behalf) applies any monies and receipts received by the Issuer and/or the Issuer Security Trustee or a receiver appointed by it comprising Principal Available Funds, payments of principal of the Notes will be made in accordance with Condition 8.2 (*Mandatory redemption from Principal Available Funds*) and will comprise the Class A Principal Payment Amount, the Class B Principal Payment Amount, the Class C Principal Payment Amount, the Class D Principal Payment Amount, the Class E Principal Payment Amount and the Class F Principal Payment Amount (as applicable) and together with any Allocated Note Prepayment Fee Amount in respect of the relevant Class of Notes will respectively comprise the Class A Payment Amount, the Class B Payment Amount, the Class C Payment Amount, the Class D Payment Amount, the Class E Payment Amount and the Class F Payment Amount (as applicable) and:

(i) payments of the Class A Payment Amount and, prior to a Class X Trigger Event, any Class X Prepayment Fee Amount will rank *pari passu*, but in priority to payments of the Class B Payment Amount, the Class C Payment Amount, the Class D Payment Amount, the Class E Payment Amount and the Class F Payment Amount and, following the occurrence of a Class X Trigger Event, any Class X Prepayment Fee Amount;

(ii) payments of the Class B Payment Amount will rank *pari passu*, but subordinate to payments of the Class A Payment Amount and, prior to a Class X Trigger Event, any Class X Prepayment Fee Amount, and in priority to payments of the Class C Payment Amount, the Class D Payment Amount, the Class E Payment Amount and the Class F Payment Amount and, following the occurrence of a Class X Trigger Event, any Class X Prepayment Fee Amount;

(iii) payments of the Class C Payment Amount will rank *pari passu*, but subordinate to payments of the Class A Payment Amount and, prior to a Class X Trigger Event, any Class X Prepayment Fee Amount and the Class B Payment Amount, and in priority to payments of the Class D Payment Amount, the Class E Payment Amount and the Class F Payment Amount and, following the occurrence of a Class X Trigger Event, any Class X Prepayment Fee Amount;

(iv) payments of the Class D Payment Amount will rank *pari passu*, but subordinate to payments of the Class A Payment Amount and, prior to a Class X Trigger Event, any Class X Prepayment Fee Amount and the Class B Payment Amount and the Class C Payment Amount, and in priority to payments of the Class E Payment Amount and the Class F Payment Amount and, following the occurrence of a Class X Trigger Event, any Class X Prepayment Fee Amount;

(v) payments of the Class E Payment Amount will rank *pari passu*, but subordinate to payments of the Class A Payment Amount and, prior to a Class X Trigger Event, any Class X Prepayment Fee Amount and the Class B Payment Amount, the Class C Payment Amount and the Class D Payment Amount, and in priority to payments of the Class F Payment Amount and, following the occurrence of a Class X Trigger Event, any Class X Prepayment Fee Amount; and

(vi) payments of the Class F Payment Amount will rank *pari passu*, but subordinate to payments of the Class A Payment Amount and, prior to a Class X Trigger Event, any Class X Prepayment Fee Amount and the Class B Payment Amount, the Class C Payment Amount, the Class D Payment Amount and the Class E Payment Amount, and following the occurrence of a Class X Trigger Event, in priority to payments of any Class X Prepayment Fee Amount.

(f) Following the delivery of a Note Acceleration Notice:

(i) payments of interest on the Class A Notes and the Class A Final Payment Amount will rank *pari passu*, but in priority to payments of interest on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and the Class B Final Payment Amount, the Class C Final Payment Amount, the Class D Final Payment Amount, the Class E Final Payment Amount and the Class F Final Payment Amount and Class X Distribution Amounts;

(ii) payments of interest on the Class B Notes and the Class B Final Payment Amount will rank *pari passu*, but subordinate to payments of interest on the Class A Notes and the Class A Final Payment Amount, and in priority to payments of interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and the Class C Final Payment Amount, the Class D Final Payment Amount, the Class E Final Payment Amount and the Class F Final Payment Amount and Class X Distribution Amounts;

(iii) payments of interest on the Class C Notes and the Class C Final Payment Amount will rank *pari passu*, but subordinate to payments of interest on the Class A Notes and the Class B Notes and the Class A Final Payment Amount and the Class B Final Payment Amount, and in priority to payments of interest on the Class D Notes, the Class E Notes and the Class F Notes

and the Class D Final Payment Amount, the Class E Final Payment Amount and the Class F Final Payment Amount and Class X Distribution Amounts;

(iv) payments of interest on the Class D Notes and the Class D Final Payment Amount will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, the Class B Notes and the Class C Notes and the Class A Final Payment Amount, the Class B Final Payment Amount and the Class C Final Payment Amount, and in priority to payments of interest on the Class E Notes and the Class F Notes and the Class E Final Payment Amount and the Class F Final Payment Amount and Class X Distribution Amounts;

(v) payments of interest on the Class E Notes and the Class E Final Payment Amount will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes and the Class A Final Payment Amount, the Class B Final Payment Amount, the Class C Final Payment Amount and the Class D Final Payment Amount, and in priority to payments of interest on the Class F Notes and the Class F Final Payment Amount and Class X Distribution Amounts;

(vi) payments of interest on the Class F Notes and the Class F Final Payment Amount will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes and the Class A Final Payment Amount, the Class B Final Payment Amount, the Class C Final Payment Amount, the Class D Final Payment Amount and the Class E Final Payment Amount, and in priority to payments of Class X Distribution Amounts; and

(vii) payments of Class X Distribution Amounts will rank subordinate to payments of interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and the Class A Final Payment Amount, the Class B Final Payment Amount, the Class C Final Payment Amount, the Class D Final Payment Amount, the Class E Final Payment Amount and the Class F Final Payment Amount,

and all such payments (other than of Class X Distribution Amounts which will also rank subordinate to payments of Note Excess Amounts) will rank in priority to payments of Note Excess Amounts which will rank subordinate thereto in the same order of priority with respect to each Class of the Notes.

(g) Nothing in the Note Trust Deed or the Notes shall be construed as giving rise to any relationship of agency or partnership between the Noteholders and any other person and each Noteholder shall be acting entirely for its own account in exercising its rights under the Note Trust Deed or the Notes.

4.2 Security

(a) As security for its obligations under, *inter alia*, the Notes and the Class X Certificates, the Issuer has granted the following security (the **Issuer Security**) in favour of the Issuer Security Trustee on trust for itself (and any appointee including any receiver appointed by it), the Noteholders, the Class X Certificateholders, the Note Trustee (and any appointee appointed by it), the Servicer, the Special Servicer, the Issuer Cash Manager, the Issuer Account Bank, the Agent Bank, the Principal Paying Agent, any Paying Agent, the Registrar, the Corporate Services Provider and the Liquidity Facility Provider (the Issuer Security Trustee and all of such persons and any other persons acceding to the Issuer Deed of Charge as a beneficiary from time to time being collectively, the **Issuer Secured Creditors**) pursuant to the Issuer Deed of Charge. The Issuer Security includes the following:

(i) an assignment of (or, to the extent not assignable, a charge by way of a first fixed charge over) the Issuer's rights in respect of the Issuer Charged Documents;

(ii) an assignment of (or, to the extent not assignable, a charge by way of a first fixed charge over) the Issuer's rights in respect of any amount standing from time to time to the credit of the Issuer Accounts;

(iii) a first fixed charge over the Issuer's rights in respect of all shares, stocks, debentures, bonds or other securities and investments owned by it or held by a nominee on its behalf; and

(iv) a first floating charge over (A) all of the Issuer's assets (other than those subject to the fixed charges or assigned as set out in paragraphs (i) to (iii) above) and (B) all of the Issuer's assets (if any) located in Scotland or otherwise governed by Scots law.

(b) The Noteholders and the Class X Certificateholders and the other Issuer Secured Creditors will share in the benefit of the Issuer Security, upon and subject to the terms and conditions of the Issuer Deed of Charge.

4.3 Restrictions on disposal of Issuer Security

(a) The Issuer Deed of Charge contains provisions regulating the priority of application of the Issuer Security (and the proceeds thereof) by the Issuer Cash Manager among the persons entitled thereto prior to the service of a Note Acceleration Notice and/or enforcement of the Issuer Security and by the Issuer Security Trustee (or, if applicable, the Issuer Cash Manager on its behalf) after the service of a Note Acceleration Notice and/or enforcement of the Issuer Security.

(b) If the Issuer Security has become enforceable otherwise than by reason of a default in payment of any amount due on the Notes, the Issuer Security Trustee will not be entitled to dispose of the undertaking, property or assets secured under the Issuer Security or any part thereof or otherwise realise the Issuer Security unless:

(i) a sufficient amount would be realised to allow discharge in full of all amounts owing to the Noteholders and any amounts required under the Issuer Deed of Charge to be paid *pari passu* with, or in priority to, the Notes;

(ii) the Issuer Security Trustee is of the opinion, which shall be binding on the Noteholders and the Class X Certificateholders and the other Issuer Secured Creditors, reached after considering at any time and from time to time the advice of such professional advisers as may be selected by the Issuer Security Trustee (at the cost of the Issuer), upon which the Issuer Security Trustee shall be entitled to rely without liability, that the cashflow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing to (A) the Noteholders and any amounts required under the Issuer Deed of Charge to be paid *pari passu* with, or in priority to, the Notes and (B) once all the Noteholders (and all such higher ranking persons) have been repaid, to the remaining Issuer Secured Creditors in the order of priority set out in the Post-Acceleration Priority of Payments; or

(iii) the Issuer Security Trustee considers, in its discretion, that to not effect such disposal or realisation would place the Issuer Security in jeopardy,

and, in each case, the Issuer Security Trustee has been indemnified and/or secured and/or pre-funded to its satisfaction.

(c) Security interests created pursuant to the Issuer Deed of Charge will be released in, among others, the following circumstances:

(i) all amounts which the Issuer Cash Manager, on behalf of the Issuer and the Issuer Security Trustee (if applicable), is permitted to withdraw from the relevant Issuer Account(s), in accordance with the Issuer Deed of Charge, any such release to take effect immediately upon the relevant withdrawal being made; or

(ii) a sale of the Securitised Loan and any Loan Security pertaining to it by the Special Servicer pursuant to the Servicing Agreement.

5. COVENANTS

5.1 Restrictions

(a) The Issuer has given certain covenants to the Note Trustee and the Issuer Security Trustee in the Note Trust Deed and the Issuer Deed of Charge, respectively. In particular, save with the prior written consent of the Note Trustee or the Issuer Security Trustee, as applicable, or unless otherwise permitted

under these Conditions and the Class X Conditions or the Issuer Transaction Documents, the Issuer shall not, so long as any Note or Class X Certificate remains outstanding:

(i) **Negative pledge**: create or permit to subsist any encumbrance (unless arising by operation of law or permitted under any of the Issuer Transaction Documents) or other security interest whatsoever over any of its assets or undertaking;

(ii) **Restrictions on activities**: (A) engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities in which the Issuer Transaction Documents provide or envisage that the Issuer will engage; or (B) have any subsidiaries (as defined in the Companies Act 2006), any subsidiary undertakings (as defined in the Companies Act 2006) or any employees or premises;

(iii) **Disposal of assets**: transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of its assets or undertakings or any interest, estate, right, title or benefit therein;

(iv) **Dividends or distributions**: pay any dividend or make any other distribution to its shareholders or issue any further shares;

(v) **Indebtedness**: incur any financial indebtedness or give any guarantee in respect of any financial indebtedness or of any other obligation of any person;

(vi) **Merger**: consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any other person;

(vii) **No modification or waiver**: permit any of the Issuer Transaction Documents to which it is a party to become invalid or ineffective or permit the priority of the security interests created or evidenced thereby or pursuant thereto to be varied or agree to any modification of, or grant any consent, approval, authorisation or waiver pursuant to, or in connection with, any of the Issuer Transaction Documents to which it is a party or permit any party to any of the Issuer Transaction Documents to which it is a party to be released from its obligations or exercise any right to terminate any of the Issuer Transaction Documents to which it is a party (in each case, without prejudice to the Servicing Agreement and the express provisions of the Issuer Transaction Documents);

(viii) **Bank accounts**: have an interest in any bank account other than the Issuer Accounts, unless such account or interest therein is charged to the Issuer Security Trustee on terms acceptable to it;

(ix) **Assets**: own assets other than those representing its share capital, the proceeds of the Issuer's Profit and any interest thereon, any tax refund, the funds arising from the issue of the Notes, the property, rights and assets secured by the Issuer Security and associated and ancillary rights and interests thereto, the benefit of the Issuer Transaction Documents and any investments and other rights or interests created or acquired thereunder, as all of the same may vary from time to time;

(x) **Corporation tax**: prejudice its eligibility for its corporation tax liability to be calculated in accordance with regulation 14 of the Taxation of Securitisation Companies Regulations 2006; and

(xi) **VAT**: apply to become part of any group for the purposes of sections 43 to 43D of the Value Added Tax Act 1994 and the VAT (Groups: eligibility) Order (S.I. 2004/1931) with any other company or group of companies, or such act, regulation, order, statutory instrument or directive which may from time to time re-enact, replace, amend, vary, codify, consolidate or repeal any of the same.

(b) In giving any consent to the foregoing, the Note Trustee or the Issuer Security Trustee (as applicable) may require the Issuer to make such modifications or additions to the provisions of any of the Issuer Transaction Documents or may impose such other conditions or requirements as the Note Trustee or the Issuer Security Trustee (as applicable) may deem expedient (in its absolute discretion) in the

interests of the Noteholders or the Issuer Secured Creditors (as applicable) but subject to the terms of the Issuer Transaction Documents.

5.2 Undertakings

Unless otherwise permitted under any of the Issuer Transaction Documents, the Issuer shall, so long as any Note or Class X Certificate remains outstanding:

(a) at all times carry on and conduct its affairs in a proper and efficient manner;

(b) cause to be prepared and certified by its auditors in respect of each financial accounting period accounts in such form as will comply with all relevant legal and accounting requirements and all requirements for the time being of the Central Bank of Ireland and the Irish Stock Exchange;

(c) at all times keep proper books of account and allow:

(i) the Note Trustee and any person appointed by the Note Trustee to whom the Issuer shall have no reasonable objection; and/or

(ii) the Issuer Security Trustee and any person appointed by the Issuer Security Trustee to whom the Issuer shall have no reasonable objection,

free access to such books of account at all reasonable times during normal business hours;

(d) send to the Note Trustee and the Issuer Security Trustee (in addition to any copies to which it may be entitled as a holder of any securities of the Issuer) two copies in English of every balance sheet, profit and loss account, report, circular and notice of general meeting and every other document issued or sent to its shareholders together with any of the foregoing, and every document issued or sent to holders of securities other than its shareholders (including the Noteholders and the Class X Certificateholders) as soon as practicable after the issue or publication thereof;

(e) forthwith give notice in writing to the Note Trustee and the Issuer Security Trustee of the occurrence of any Note Event of Default or Potential Note Event of Default;

(f) give to the Note Trustee and the Issuer Security Trustee:

(i) within seven days after demand by the Note Trustee or the Issuer Security Trustee therefor; and

(ii) (without the necessity for any such demand) promptly after the publication of its audited accounts in respect of each financial period commencing with the financial period ending 30 June 2016 and in any event not later than 180 days after the end of each such financial period,

a certificate signed by two directors of the Issuer to the effect that as at a date not more than seven days before delivering such certificate (the **certification date**) there did not exist and had not existed since the certification date of the previous certificate (or, in the case of the first such certificate, the date hereof) any Note Event of Default or Potential Note Event of Default (or if such exists or existed specifying the same) and that during the period from (and including) the certification date of the last such certificate (or, in the case of the first such certificate, the date hereof) to (and including) the certification date of such certificate the Issuer has complied with all its obligations contained in the Note Trust Deed and the other Issuer Transaction Documents or (if such is not the case) specifying the respects in which it has not complied;

(g) comply with and perform all its obligations under each Issuer Transaction Document and not make any amendment or modification thereto without the prior written approval of the Note Trustee and the Issuer Security Trustee (save as otherwise set out in the Issuer Transaction Documents);

(h) at all times use all reasonable endeavours to minimise taxes and any other costs arising in connection with its payment obligations in respect of the Notes and the Class X Certificates;

(i) procure that there is at all times a Servicer appointed in accordance with the provisions of the Servicing Agreement;

(j) procure that there is at all times a Special Servicer appointed in accordance with the provisions of the Servicing Agreement;

(k) procure that there is at all times an Issuer Cash Manager appointed in accordance with the provisions of the Issuer Cash Management Agreement;

(l) give or procure to be given to the Note Trustee and the Issuer Security Trustee (as applicable) such opinions, certificates, information and evidence as it shall require and in such form as it shall require (including, without limitation, the procurement by the Issuer of all such certificates called for by the Issuer Security Trustee pursuant to the Issuer Deed of Charge) for the purpose of the discharge or exercise of the rights, duties, trusts, powers, authorities and discretions vested in it under the Note Trust Deed and the Issuer Deed of Charge (as applicable) or any other Issuer Transaction Document or by operation of law;

(m) maintain its books and records, accounts and financial statements separate from any other person or entity and use separate stationery, invoices and cheques;

(n) hold itself out as a separate entity, conduct its business in its own name and maintain an arm's length relationship with its affiliates (if any);

(o) pay its own liabilities out of its own funds;

(p) not commingle its assets with those of any other entity;

(q) observe all formalities required by its memorandum and articles of association (including maintaining adequate capital for its operations); and

(r) ensure an agent is appointed to assist in creating and maintaining the Issuer's website to enable the Rating Agencies to comply with Rule 17g-5.

5.3 Issuer Transaction Documents

The Issuer will provide the Principal Paying Agent with copies of the Note Trust Deed, the Agency Agreement, the Issuer Deed of Charge, the Master Definitions Schedule, the Servicing Agreement, the Issuer Cash Management Agreement, the Issuer Account Bank Agreement, the Corporate Services Agreement, the Facility Agreement and any amendments thereto.

5.4 Cash Manager, Servicer and Special Servicer

Neither the Issuer Cash Manager nor the Servicer nor the Special Servicer will be permitted to terminate its appointment unless a replacement cash manager or servicer or special servicer, as the case may be, has been appointed in accordance with the terms of the Issuer Cash Management Agreement and the Servicing Agreement, respectively.

5.5 Dealings with the Rating Agencies

The Issuer shall not engage in any communication (whether written, oral, electronic or otherwise) with any of the Rating Agencies unless it:

(a) has given at least two Business Days' notice of the same to the Note Trustee, the Issuer Security Trustee, the Issuer Cash Manager, the Servicer and the Special Servicer;

(b) permits such parties (or any of them) to participate in such communications; and

(c) summarises any information provided to the Rating Agencies in such communication in writing to the Note Trustee, the Issuer Security Trustee, the Issuer Cash Manager, the Servicer and the Special Servicer.

6. INTEREST

6.1 Period of accrual

(a) Each Note bears interest on its Principal Amount Outstanding from (and including) the Closing Date. Each Note accrues Note Excess Amounts (if any) from (and including) the Expected Note Maturity Date.

(b) Each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest and accrue Note Excess Amounts from its due date for redemption unless payment of the relevant amount of principal or any part thereof is improperly withheld or refused.

(c) Where such payment of principal is improperly withheld or refused on any Note, interest and Note Excess Amounts will continue to accrue thereon (before as well as after any judgment) at the rate applicable to such Note up to (but excluding) the date on which payment in full of the relevant amount of principal, together with the interest and Note Excess Amounts accrued thereon, is made or (if earlier) the seventh day after notice is duly given to the holder thereof (either in accordance with Condition 18 (*Notice to Noteholders*) or individually) that, upon presentation thereof being duly made, in the case of a Global Note, or otherwise in the case of a Definitive Note, such payment will be made, *provided that* upon presentation thereof being duly made, payment is in fact made.

(d) Whenever it is necessary to compute an amount of interest or Note Excess Amount for any period (including any Note Interest Period (as defined below)), such interest or Note Excess Amount shall be calculated on the basis of actual days elapsed and a 365 day year.

6.2 Note Payment Dates and Note Interest Periods

(a) Interest on the Notes is, subject as provided below in relation to the first Note Payment Date, payable quarterly in arrears on 20 February, 20 May, 20 August and 20 November in each year (or, if such day is not a Business Day, the next following Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not)) (each, a **Note Payment Date**) in respect of the Note Interest Period ending immediately prior thereto. The first Note Payment Date in respect of each Class of Notes is the Note Payment Date falling in August 2015 in respect of the period from (and including) the Closing Date to (but excluding) that Note Payment Date.

(b) In these Conditions, **Note Interest Period** shall mean the period from (and including) a Note Payment Date to (but excluding) the next following Note Payment Date *provided that* the first Note Interest Period shall be the period from (and including) the Closing Date to (but excluding) the Note Payment Date falling in August 2015.

6.3 Deferral of interest and Note Excess Amounts

(a) To the extent that, on any Note Payment Date (other than the Final Note Maturity Date), there are insufficient Interest Available Funds and Surplus Principal Funds to pay the full amount of interest due on any Class of Notes (other than any interest on the Most Senior Class of Notes then outstanding) (taking into account the Class D Available Funds Cap, the Class E Available Funds Cap and the Class F Available Funds Cap, as applicable) and/or Note Excess Amount due on any Class of Notes, the amount of the shortfall in interest (the **Deferred Interest**) and/or Note Excess Amount (the **Deferred Note Excess Amount**) will not fall due on that Note Payment Date. Instead, the Issuer (or the Issuer Cash Manager on its behalf) will, in respect of each affected Class of Notes, create a provision in its accounts for the related Deferred Interest and/or Deferred Note Excess Amount on the relevant Note Payment Date.

(b) Such Deferred Interest and/or Deferred Note Excess Amount will not accrue interest and such amounts will be payable on the earlier of:

(i) any succeeding Note Payment Date when any such Deferred Interest and/or Deferred Note Excess Amount shall be paid, but only if and to the extent that, on such Note Payment Date, there are sufficient Interest Available Funds and Surplus Principal Funds, after deducting amounts ranking in priority thereto in accordance with the relevant Issuer Priority of Payments; and

(ii) the date on which the relevant Notes are due to be redeemed in full, subject to these Conditions.

6.4 Rate of Interest

(a) The rate of interest payable from time to time in respect of each Class of Notes (each, a **Rate of Interest** and, together, the **Rates of Interest**) will be determined by the Agent Bank on the basis of the following provisions.

(b) The Rate of Interest applicable to Notes of each Class for any Note Interest Period will be equal to (a) Note LIBOR plus (b) the Relevant Margin.

(c) The Agent Bank will at, or as soon as practicable after, 11.00am (London time) on the Note Payment Date occurring on the first day of each Note Interest Period for which the rate will apply or, in the case of the first Note Interest Period, on the Closing Date (each, a **Note Interest Determination Date**), determine:

(i) the Rate of Interest applicable to, and calculate the amount of interest payable on, each of such Notes; and

(ii) (from the Expected Note Maturity Date) the Note Excess Amount for each Class of Notes,

for that Note Interest Period.

(d) For the purposes of determining the Rate of Interest in respect of the Notes, LIBOR will be determined by the Agent Bank on the basis of the following provisions:

(i) on each Note Interest Determination Date, the Agent Bank will determine at, or as soon as practicable after, 11.00 a.m. (London time) on such date the interest rate for three-month sterling deposits in the London inter-bank market which appears on the Reuters screen page LIBOR01 or LIBOR 02 (the **LIBOR Screen Rate**) (or, in respect of the first such Note Interest Period, the arithmetic mean of a linear interpolation of the rates for one-week and two-week sterling deposits) (or (i) such other page as may replace the Reuters screen page LIBOR01 or LIBOR 02 for the purpose of displaying such information or (ii) if that service ceases to display such information, such page as displays such information on such equivalent service (or, if more than one, that one which is approved in writing by the Note Trustee));

(ii) if the LIBOR Screen Rate is not then available, the arithmetic mean (rounded to four decimal places, 0.00005 rounded upwards) of the rates notified to the Agent Bank at its request by each of at least three Reference Banks duly appointed for such purpose as the rate at which three-month deposits in sterling are offered for the same period as that Note Interest Period by those Reference Banks to prime banks in the London inter-bank market at or about 11.00 a.m. (London time) on that date (or, in respect of the first Note Interest Period, the arithmetic mean of a linear interpolation of the rates for one-week and two-week sterling deposits notified by the Reference Banks). If, on any such Note Interest Determination Date, at least two of the Reference Banks provide such offered quotations to the Agent Bank, the relevant rate shall be determined, as aforesaid, on the basis of the offered quotations of those Reference Banks providing such quotations. If, on any such Note Interest Determination Date, only one or none of the Reference Banks provides the Agent Bank with such an offered quotation, the Agent Bank shall forthwith consult with the Issuer for the purposes of agreeing one or, as the case may be, two additional bank(s) to provide such a quotation or quotations to the Agent Bank and the rate for the Note Interest Period in question shall be determined, as aforesaid, on the basis of the offered quotations of such Reference Bank and/or banks as so agreed. If no such bank or banks is or are so agreed or such bank or banks as so agreed does not or do not provide such a quotation or quotations, then the rate for the relevant Note Interest Period shall be the arithmetic mean (rounded to two decimal places, 0.005 being rounded upwards) of the rates quoted by major banks in the London inter-bank market, selected by the Agent Bank, at approximately 11.00 a.m. (London time) on the Closing Date or the relevant Note Interest Determination Date, as the case may be, for loans in sterling to leading London banks for a period of three months or, in the case of the first Note Interest Period, the same as the relevant Note Interest Period. If the Rate of Interest cannot be determined in accordance with the

above provisions, the Rate of Interest shall be determined as at the last preceding Note Interest Determination Date.

(e) At no time shall LIBOR be less than zero.

6.5 Determination of Rates of Interest and calculation of Interest Amounts for Notes

(a) The Agent Bank shall at, or as soon as practicable after, each Note Interest Determination Date, but in no event later than the third day of the relevant Note Interest Period, notify the Issuer, the Note Trustee, the Issuer Cash Manager, the Paying Agents and each of the Clearing Systems in writing of (i) the Rates of Interest applicable to each Class of the Notes, (ii) the amount of interest (the **Interest Amount**) payable on each Class of the Notes, subject to Condition 6.3 (*Deferral of interest and Note Excess Amounts*) and Condition 6.7 (*Available Funds Caps*) and (iii) the Note Excess Amount payable in respect of each Class of the Notes, subject to Condition 6.3 (*Deferral of interest and Note Excess Amounts*), in each case for the Note Interest Period within which such Note Interest Determination Date falls.

(b) Each Interest Amount in respect of the Notes of each Class shall be calculated by applying the relevant Rate of Interest to the Principal Amount Outstanding of the relevant Class of Notes and multiplying such sum by the actual number of days in the relevant Note Interest Period divided by 365, and rounding the resultant figure downward to the nearest penny.

6.6 Publication of Interest Amounts and Note Excess Amount and other notices

(a) As soon as practicable after receiving notification thereof, the Issuer will cause the Rate of Interest, the Interest Amount and the Note Excess Amount applicable to the Notes of each Class for each Note Interest Period and the Note Payment Date in respect thereof to be notified in writing to the Irish Stock Exchange plc (the **Irish Stock Exchange**) (for so long as the Notes are listed on the Irish Stock Exchange) and will cause notice thereof to be given to the relevant Class of Noteholders in accordance with Condition 18 (*Notice to Noteholders*).

(b) The Interest Amounts, the Note Excess Amounts, the Note Payment Dates and other determinations so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of any extension or shortening of the relevant Note Interest Period.

6.7 Available Funds Caps

(a) If on any Note Payment Date prior to the service of a Note Acceleration Notice, the Class D Interest Payment Amount applicable to the Class D Notes on that date is in excess of the Class D Adjusted Interest Payment Amount, and such excess is attributable to an increase in the weighted average margin of the Notes, then the aggregate amount of interest payable in respect of the Class D Notes will be subject to a cap (the **Class D Available Funds Cap**) at the Class D Adjusted Interest Payment Amount and the Issuer will have no further obligation to pay any additional amount in respect of interest on the Class D Notes that would otherwise be due on such Note Payment Date.

(b) If on any Note Payment Date prior to the service of a Note Acceleration Notice, the Class E Interest Payment Amount applicable to the Class E Notes on that date is in excess of the Class E Adjusted Interest Payment Amount, and such excess is attributable to an increase in the weighted average margin of the Notes, then the aggregate amount of interest payable in respect of the Class E Notes will be subject to a cap (the **Class E Available Funds Cap**) at the Class E Adjusted Interest Payment Amount and the Issuer will have no further obligation to pay any additional amount in respect of interest on the Class E Notes that would otherwise be due on such Note Payment Date.

(c) If on any Note Payment Date prior to the service of a Note Acceleration Notice, the Class F Interest Payment Amount applicable to the Class F Notes on that date is in excess of the Class F Adjusted Interest Payment Amount, and such excess is attributable to an increase in the weighted average margin of the Notes, then the aggregate amount of interest payable in respect of the Class F Notes will be subject to a cap (the **Class F Available Funds Cap**) at the Class F Adjusted Interest Payment Amount and the Issuer will have no further obligation to pay any amount in respect of interest on the Class F Notes that would otherwise be due on such Note Payment Date.

6.8 Determination of Allocated Note Prepayment Fee Amounts and other principal amounts

The Issuer Cash Manager shall notify the Issuer, the Note Trustee, the Paying Agents and each of the Clearing Systems in writing on, (a) each Calculation Date, of (i) the Note Prepayment Fee Amount and the Allocated Note Prepayment Fee Amount (as applicable) for each relevant Class of Notes and (ii) the Class A Principal Payment Amount, the Class B Principal Payment Amount, the Class C Principal Payment Amount, the Class D Principal Payment Amount, the Class E Principal Payment Amount and the Class F Principal Payment Amount (as applicable), each for the Note Interest Period within which such Calculation Date falls in respect of the Notes of each relevant Class and payable on the immediately following Note Payment Date, and, (b) any other date following the service of a Note Acceleration Notice and/or enforcement of the Issuer Security that any such payments and/or payments of the Class A Final Payment Amount, the Class B Final Payment Amount, the Class C Final Payment Amount, the Class D Final Payment Amount, the Class E Final Payment Amount and the Class F Final Payment Amount (as applicable) are made, of the amounts thereof.

6.9 Determination and/or calculation by the Note Trustee

If the Agent Bank does not at any time for any reason determine the Rate of Interest and/or calculate the Interest Amount or the Note Excess Amount for any Class of Notes and/or make any other necessary calculations in accordance with this Condition 6 (*Interest*) or the Issuer Cash Manager does not at any time for any reason determine the Note Prepayment Fee Amount and/or the Allocated Note Prepayment Fee Amount for any Class of Notes and/or the Class A Principal Payment Amount, the Class B Principal Payment Amount, the Class C Principal Payment Amount, the Class D Principal Payment Amount, the Class E Principal Payment Amount and the Class F Principal Payment Amount (as applicable) or the Class A Final Payment Amount, the Class B Final Payment Amount, the Class C Final Payment Amount, the Class D Final Payment Amount, the Class E Final Payment Amount and the Class F Final Payment Amount (as applicable) and/or make any other necessary calculations in accordance with Condition 8 (*Redemption and Cancellation*), the Note Trustee shall (or shall appoint an agent at the cost of the Issuer on its behalf to do so): (a) determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the procedure described above), it shall deem fair and reasonable in all the circumstances; (b) calculate the Interest Amount for each Class of Notes in the manner specified in Condition 6.5 (*Determination of Rates of Interest and calculation of Interest Amounts for Notes*) and the Note Excess Amount for each Class of the Notes; (c) calculate each Note Factor in the manner described in Condition 8.5 (*Principal Amount Outstanding and Note Factor*)); (d) determine the Note Prepayment Fee Amount and/or the Allocated Note Prepayment Fee Amount for each Class of the Notes in the manner specified in Condition 8.3 (*Allocated Note Prepayment Fee Amount*) and/or (e) determine the Class A Principal Payment Amount, the Class B Principal Payment Amount, the Class C Principal Payment Amount, the Class D Principal Payment Amount, the Class E Principal Payment Amount and the Class F Principal Payment Amount (as applicable) or the Class A Final Payment Amount, the Class B Final Payment Amount, the Class C Final Payment Amount, the Class D Final Payment Amount, the Class E Final Payment Amount and the Class F Final Payment Amount (as applicable) in the manner specified in Condition 8.2 (*Mandatory redemption from Principal Available Funds*) (as the case may be) and any such determination and/or calculation shall be deemed to have been made by the Agent Bank or the Issuer Cash Manager (as applicable).

6.10 Notifications to be final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition, whether by the Reference Banks (or any of them) or the Agent Bank or the Issuer Cash Manager or the Note Trustee shall (in the absence of manifest error) be binding on the Issuer, the Reference Banks, the Agent Bank, the Note Trustee, the Servicer, the Special Servicer, the Issuer Cash Manager, the Paying Agents and all Noteholders and (in the absence of wilful default) no liability to the Noteholders shall attach to the Issuer, the Reference Banks, the Agent Bank, the Issuer Cash Manager or the Note Trustee in connection with the exercise or non-exercise by them or any of them of their powers, duties and discretions hereunder.

6.11 Reference Banks and Agent Bank

(a) The Issuer shall ensure that, so long as any of the Notes remains outstanding:

(i) and only if there are no Loan Reference Banks, there shall, at all times, be three Reference Banks; and

(ii) there shall, at all times, be an Agent Bank,

and the Issuer may, subject to the prior written approval of the Note Trustee, terminate the appointment of the relevant Reference Bank (only if not a Loan Reference Bank) or the Agent Bank.

(b) In the event of the principal London office of any such Reference Bank being unable or unwilling to continue to act as a Reference Bank, the Agent Bank shall appoint such other bank as may have been previously approved in writing by the Note Trustee to act as such in its place.

(c) In the event of the principal London office of any such Agent Bank being unable or unwilling to continue to act as an Agent Bank or failing duly to determine the Rates of Interest and the Interest Amounts or the Note Excess Amount for any Note Interest Period, the Issuer shall, subject to the prior written approval of the Note Trustee, appoint the London office of another major bank engaged in the London interbank market to act in its place.

(d) Any purported resignation or removal by the Agent Bank shall not take effect until a successor so approved by the Note Trustee has been appointed.

7. PAYMENTS

7.1 Global Notes

(a) Payment of principal, interest and other amounts will be made by transfer to the registered account of the Noteholder. Subject to Condition 3 (*Definitive Notes*), interest, principal or other amounts on Notes due on a Note Payment Date will be paid to the holder (or the first named if joint holders) shown on the Register at the close of business on the date (the **Record Date**), being, in the case of Global Notes, the Business Day and, in the case of Definitive Notes, the fifteenth Business Day before the due date for such payment.

(b) For the purposes of this Condition, a Noteholder's registered account means the sterling account maintained by or on behalf of it with a bank that processes payments in sterling, details of which appear on the register of Noteholders at the close of business, in the case of principal, interest and other amounts due otherwise than on a Note Payment Date, on the second Business Day (as defined below) before the due date for payment and, in the case of principal, interest and other amounts due on a Note Payment Date, on the relevant Record Date, and a Noteholder's registered address means its address appearing on the register of Noteholders at that time.

7.2 Definitive Notes

Payments of principal, interest and other amounts (except where, after such payment, the unpaid principal amount of the relevant Note would be reduced to zero (including as a result of any other payment of principal due in respect of such Note), in which case the relevant payment of principal, interest or other amount, as the case may be, will be made against surrender of such Note) in respect of Definitive Notes will be made on the relevant Note Payment Date to the holder of a Definitive Note as at the Record Date for payment in respect of such Definitive Note or by transfer to a sterling denominated account nominated in writing by the payee to the Registrar not later than the due date for such payment. Any such application for transfer to such account shall be deemed to relate to all future payments in respect of such Definitive Note until such time as the Registrar is notified in writing to the contrary by the holder thereof. If any payment due in respect of any Definitive Note is not paid in full, the Registrar will annotate the Register with a record of the amount, if any, so paid.

7.3 Method of Payment

Payments will be made by credit or transfer to an account in sterling maintained by the payee with a bank in London.

7.4 Payments subject to applicable Laws

Payments of any amount in respect of a Note including principal and interest in respect of the Notes and any Note Excess Amount or Allocated Note Prepayment Fee Amount (as applicable) are subject, in all cases, to (a) any fiscal or other laws and regulations applicable in the place of payment and (b) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **U.S. Tax Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Tax Code, any regulations or agreements thereunder, official interpretations thereof or any law implementing an intergovernmental approach thereto.

7.5 Payment on Business Days

(a) Where payment is to be made by transfer to a registered account, payment instructions (for value the due date or, if that is not a Business Day, for value the first following day which is a Business Day) will be initiated on each Note Payment Date or, in the case of a payment of principal or interest or other amount due otherwise than on a Note Payment Date, if later, on the Business Day on which the relevant Global Note is surrendered at the specified office of a Paying Agent.

(b) Noteholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due if the due date is not a Business Day or if the Noteholder is late in surrendering its Global Note (if required to do so).

7.6 Incorrect payments

(a) The Issuer Cash Manager will (on behalf of and at the expense of the Issuer), from time to time, notify Noteholders in accordance with the terms of Condition 18 (*Notice to Noteholders*) of any over-payment or under-payment of which it has actual notice made on any Note Payment Date to any party entitled to the same pursuant to the Pre-Acceleration Interest Priority of Payments or the Pre-Acceleration Principal Priority of Payments.

(b) Following the giving of such a notice, the Issuer Cash Manager shall rectify such over-payment or under-payment by increasing or, as the case may be, decreasing payments to the relevant parties on any subsequent Note Payment Date. Any notice of over-payment or under-payment pursuant to this Condition shall contain reasonable details of the amount of the same, the relevant parties and the adjustments to be made to future payments to rectify the same. Neither the Issuer nor the Issuer Cash Manager shall have any liability to any person for making any such correction.

7.7 Initial Paying Agents, Agent Bank and Registrar

(a) The initial Principal Paying Agent and Agent Bank is Elavon Financial Services Limited, UK Branch, acting through its UK Branch at its offices at 125 Old Broad Street, London EC2N 1AR, United Kingdom. The initial Registrar is Elavon Financial Services Limited at its offices at Block E, Cherry Wood Business Park, Louglinstown, Dublin, Ireland. The Issuer reserves the right, subject to the prior written approval of the Note Trustee, at any time to vary or terminate the appointment of any Paying Agent, the Registrar and the Agent Bank and to appoint additional or other agents provided that:

(i) there will at all times be a person appointed to perform the obligations of the Principal Paying Agent;

(ii) there will at all times be at least one Paying Agent (which may be the Principal Paying Agent) having its specified office in such place as may be required by the rules and regulations of the relevant stock exchange and competent authority;

(iii) the Issuer undertakes that it will ensure that it maintains a Paying Agent in a member state of the European Union that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; and

(iv) the Issuer shall not appoint a Paying Agent located in Ireland if to do so would require the Issuer to make withholding or deduction in respect of Irish Taxes from payments made in respect of the Notes.

(b) The Issuer will cause at least 30 days' notice of any change in or addition to the Paying Agents, the Agent Bank or the Registrar or their specified offices to be given to the Noteholders in accordance with Condition 18 (*Notice to Noteholders*).

8. REDEMPTION AND CANCELLATION

8.1 Final redemption of the Notes

(a) Unless previously redeemed in full or cancelled as provided in this Condition, the Issuer shall redeem the Notes at their Principal Amount Outstanding, plus any accrued but unpaid interest and Note Excess Amounts (including, where applicable, Deferred Interest and Deferred Note Excess Amounts), on 20 August 2025 (the **Final Note Maturity Date**).

(b) The Issuer may not redeem the Notes in whole or in part prior to that date except as provided below in Conditions 8.2 (*Mandatory redemption from Principal Available Funds*) and 8.4 (*Optional redemption for tax and other reasons*), but without prejudice to Condition 11.1 (*Note Events of Default*) and Condition 12 (*Enforcement*).

8.2 Mandatory redemption from Principal Available Funds

(a) Prior to the service of a Note Acceleration Notice, on each Note Payment Date and (following enforcement of the Issuer Security) on any other day that the Issuer Security Trustee (or the Issuer Cash Manager on its behalf) applies any monies and receipts received by the Issuer and/or the Issuer Security Trustee or a receiver appointed by it comprising Principal Available Funds in accordance with the Pre-Acceleration Principal Priority of Payments (which date shall be deemed to be a Note Payment Date for the purposes of calculating such Principal Payment Amounts and all other amounts to be applied in accordance with the Pre-Acceleration Interest Priority of Payments and the Pre-Acceleration Principal Priority of Payments including, without limitation, interest, Note Excess Amounts, Class X Distribution Amounts, Allocated Note Prepayment Fee Amounts and Class X Prepayment Fee Amounts), unless previously redeemed in full and cancelled, each Class of Notes is subject to mandatory early redemption in part in an amount not exceeding the Principal Payment Amount for such Class of Notes on such Note Payment Date or other date:

(i) Pro Rata Principal Payment Amount

The Pro Rata Principal Payment Amount as determined by the Issuer Cash Manager on any Calculation Date prior to the occurrence of a Sequential Payment Trigger shall be allocated (following allocation of the Reverse Sequential Principal Payment Amount and the Sequential Principal Payment Amount) on the immediately following Note Payment Date to each Class of Notes *pro rata* to the Principal Amount Outstanding of the relevant Class of Notes as a percentage of the aggregate Principal Amount Outstanding of all Classes of the Notes. If all of the Notes have been redeemed or will be redeemed in full on such Note Payment Date, an amount equal to the Pro Rata Principal Payment Amount (reduced by any amount allocated to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on such Note Payment Date) will be applied in accordance with the Pre-Acceleration Interest Priority of Payments.

(ii) Sequential Principal Payment Amounts

The Sequential Principal Payment Amount as determined by the Issuer Cash Manager on any Calculation Date will be allocated to the outstanding Notes (after allocation of the Reverse Sequential Principal Payment Amount but prior to allocation of the Pro Rata Principal Payment Amount) on the immediately following Note Payment Date sequentially to:

(A) the Class A Notes *pro rata*; and

(B) if the Class A Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Sequential Principal Payment Amount (reduced by any amount allocated to the Class A Notes under (A) above on such Note Payment Date) will be allocated to the Class B Notes *pro rata*; and

(C) if the Class B Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Sequential Principal Payment Amount (reduced by any amount allocated to the Class A Notes and Class B Notes under (A) and (B) above on such Note Payment Date) will be allocated to the Class C Notes *pro rata*; and

(D) if the Class C Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Sequential Principal Payment Amount (reduced by any amount allocated to the Class A Notes, the Class B Notes and the Class C Notes under (A) to (C) above on such Note Payment Date) will be allocated to the Class D Notes *pro rata*; and

(E) if the Class D Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Sequential Principal Payment Amount (reduced by any amount allocated to the Class A Notes, the Class B Notes, Class C Notes and the Class D Notes under (A) to (D) above on such Note Payment Date) will be allocated to the Class E Notes *pro rata*; and

(F) if the Class E Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Sequential Principal Payment Amount (reduced by any amount allocated to the Class A Notes, the Class B Notes, Class C Notes, the Class D Notes and the Class E Notes under (A) to (E) above on such Note Payment Date) will be allocated to the Class F Notes *pro rata*; and

(G) if the Class F Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Sequential Principal Payment Amount (reduced by any amount allocated to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes under (A) to (F) above on such Note Payment Date) will be applied in accordance with the Pre-Acceleration Interest Priority of Payments.

(iii) Reverse Sequential Principal Payment Amounts

The Reverse Sequential Principal Payment Amount as determined by the Issuer Cash Manager on any Calculation Date will be allocated to the outstanding Notes (prior to allocation of the Sequential Principal Payment Amount and the Pro Rata Principal Payment Amount) on the immediately following Note Payment Date sequentially to:

(A) the Class F Notes *pro rata*; and

(B) if the Class F Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Reverse Sequential Principal Payment Amount (reduced by any amount allocated to the Class F Notes (if any) under (A) above on such Note Payment Date) will be allocated to the Class E Notes *pro rata*; and

(C) if the Class E Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Reverse Sequential Principal Payment Amount (reduced by any amount allocated to the Class F Notes and Class E Notes (if any) under (A) and (B) above on such Note Payment Date) will be allocated to the Class D Notes *pro rata*; and

(D) if the Class D Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Reverse Sequential Principal Payment Amount (reduced by any amount allocated to the Class F Notes, the Class E Notes and the Class D Notes (if any) under (A) to (C) above on such Note Payment Date) will be allocated to the Class C Notes *pro rata*; and

(E) if the Class C Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Reverse Sequential Principal Payment Amount (reduced by any amount allocated to the Class F Notes, the Class E Notes, the Class D Notes and the Class C Notes (if any) under (A) to (D) above on such Note Payment Date) will be allocated to the Class B Notes *pro rata*; and

(F) if the Class B Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Reverse Sequential Principal Payment Amount (reduced by any amount allocated to the Class F Notes, the Class E Notes, the Class D Notes, the Class C Notes and the Class B Notes (if any) under (A) to (E) above on such Note Payment Date) will be allocated to the Class A Notes *pro rata*; and

(G) if the Class A Notes have been or will be redeemed in full on such Note Payment Date, an amount equal to the Reverse Sequential Principal Payment Amount (reduced by any amount allocated to the Class F Notes, Class E Notes, the Class D Notes, the Class C Notes, the Class B Notes and the Class A Notes (if any) under (A) to (F) above on such Note Payment Date) will be applied in accordance with the Pre-Acceleration Interest Priority of Payments.

These are referred to as the **Pre-Acceleration Principal Allocation Rules**.

8.3 Allocated Note Prepayment Fee Amount

The Allocated Note Prepayment Fee Amount shall be payable on any Note Payment Date in respect of each Class of the Notes that is redeemed pursuant to Condition 8.2 (*Mandatory redemption from Principal Available Funds*) on such Note Payment Date as a result of the prepayment of the Securitised Loan during the immediately preceding Loan Payment Period where Loan Prepayment Fees are received by the Issuer under the Securitised Loan in respect of such prepayment.

8.4 Optional redemption for tax and other reasons

If the Issuer at any time satisfies the Note Trustee (which will be so satisfied if it receives a legal opinion confirming such matters, upon which it may rely conclusively and without liability) immediately prior to giving the notice referred to below that either:

(a) by virtue of a change in the tax law of the United Kingdom, Ireland or any other jurisdiction (or the application or official interpretation thereof) from that in effect on the Closing Date, on the next Note Payment Date the Issuer, or any Paying Agent on its behalf, would be required to deduct or withhold from any payment of principal or interest or other amount in respect of any Note (other than where the relevant holder or beneficial owner has some connection with the relevant jurisdiction other than the holding of Notes), any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the relevant jurisdiction (or any political sub-division thereof or authority thereof or therein having power to tax) and such requirement cannot be avoided by the Issuer taking reasonable measures available to it; or

(b) by reason of a change in law (or the application or official interpretation thereof), which change becomes effective on or after the Closing Date, it has become unlawful for the Issuer to perform any of its obligations as contemplated by the Facility Agreement or to make, fund, issue, maintain its participation or allow to remain outstanding all or any advances (whether made or to be made) under the Facility Agreement or all or any of the Notes; or

(c) if any amount payable by the Borrowers in respect of the Securitised Assets is reduced or ceases to be receivable (whether or not actually received) by the Issuer during the Note Interest Period preceding the next Note Payment Date,

and, in any such case, the Issuer has, prior to giving the notice referred to below, certified to the Note Trustee (upon which certification it may rely conclusively and without liability) that it will have the necessary funds on such Note Payment Date to discharge all of its liabilities in respect of the Notes to be redeemed under this Condition 8.4 (*Optional redemption for tax and other reasons*) and any amount required to be paid in priority to, or *pari passu* with, the Notes to be so redeemed (and, for the avoidance of doubt, the order of priority shall be as set out in the relevant Issuer Priority of Payments), which certificate shall be conclusive and binding, and provided that on the Note Payment Date on which such notice expires, no Note Acceleration Notice has been served, then the Issuer may, but shall not be obliged to, on any Note Payment Date on which the relevant event described above is continuing, having given not more than 60 nor fewer than 30 days' written notice ending on such Note Payment Date to the Note Trustee, the Paying Agents and to the Noteholders in accordance with

Condition 18 (*Notice to Noteholders*), redeem all of the Notes in an amount equal to the then respective aggregate Principal Amounts Outstanding plus interest and other amounts accrued and unpaid thereon.

8.5 Principal Amount Outstanding and Note Factor

(a) On each Calculation Date, the Issuer Cash Manager shall determine (A) the Principal Amount Outstanding of each Note on the next following Note Payment Date (after deducting any principal payment to be paid on such Note on that Note Payment Date) and (B) the fraction (the **Note Factor**), the numerator of which is equal to the Principal Amount Outstanding of each Class of Notes on such Note Payment Date and the denominator of which is equal to the aggregate Principal Amount Outstanding of all the Classes of Notes on such Note Payment Date (in each case after such principal payments have been made). Each determination by the Issuer Cash Manager of the Principal Amount Outstanding of a Note and the Note Factor shall in each case (in the absence of manifest error) be final and binding on all persons.

(b) The **Principal Amount Outstanding** of a Note on any date will be its principal amount upon issue less the aggregate amount of principal repayments or prepayments made in respect of that Note since the Closing Date.

(c) The Issuer (or the Issuer Cash Manager on its behalf) will cause each determination of the Principal Amount Outstanding and the Note Factor to be notified in writing forthwith to the Note Trustee, the Paying Agents, the Rating Agencies, the Agent Bank and (for so long as the Notes are listed on the Irish Stock Exchange) the Irish Stock Exchange and will cause notice of each determination of a Principal Amount Outstanding and the Note Factor to be given to the Noteholders in accordance with Condition 18 (*Notice to Noteholders*) as soon as reasonably practicable thereafter.

8.6 Notice of redemption

Any such notice as is referred to in Conditions 8.4 (*Optional redemption for tax and other reasons*) or above shall be irrevocable and, upon the expiry of such notice, the Issuer shall be bound to redeem the Notes of the relevant Class in the amounts specified in these Conditions. As soon as reasonably practicable after becoming aware that the same will occur, the Issuer will cause notice of redemption of the Notes of each Class to be given to the Irish Stock Exchange (for so long as the Notes are listed on the Irish Stock Exchange). Any certificate or legal opinion given by or on behalf of the Issuer pursuant to Condition 8.4 (*Optional redemption for tax and other reasons*) may be relied on by the Note Trustee without further investigation and shall be conclusive and binding on the Noteholders.

8.7 Cancellation

All Notes redeemed in full or in part pursuant to the foregoing will be cancelled forthwith and may not be resold or re-issued.

8.8 Redemption Amount

Any Note (or part thereof) redeemed pursuant to the above redemption provisions will be redeemed at an amount equal to the Principal Amount Outstanding of the relevant Note (or part thereof) to be redeemed together with accrued (and unpaid) interest on the Principal Amount Outstanding of the relevant Note (or part thereof) and any other amounts accrued and unpaid up to (but excluding) the date of redemption.

8.9 No purchase by Issuer

The Issuer will not purchase any of the Notes.

9. TAXATION

All payments in respect of the Notes by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (**Taxes**), unless the Issuer or any relevant Paying Agent is required by applicable law in any jurisdiction to make any payment in respect of the Notes subject to any such withholding or deduction. In that event, the Issuer or, as the case may be, the relevant Paying Agent shall make such payment after the withholding or deduction has been made and shall account to the

relevant authorities for the amount required to be withheld or deducted. Neither the Issuer nor any Paying Agent shall be obliged to make any additional payments to Noteholders in respect of such withholding or deduction on account of Taxes.

10. PRESCRIPTION

(a) Claims in respect of principal, interest and other amounts in respect of the Notes will be prescribed after ten years (in the case of principal and Allocated Note Prepayment Fee Amounts) and five years (in the case of interest and Note Excess Amounts) from the relevant date in respect of the relevant payment.

(b) In this Condition, the **relevant date**, in respect of a payment, means the date on which such payment first becomes due or (if the full amount of the monies payable on that date has not been duly received by the relevant Paying Agent or the Note Trustee on or prior to such date) the date on which the full amount of such monies has been so received and notice to that effect is duly given to the relevant Noteholders in accordance with Condition 18 (*Notice to Noteholders*).

11. NOTE EVENTS OF DEFAULT AND ACCELERATION

11.1 Note Events of Default

The Note Trustee at its absolute discretion may, and if either:

(a) so requested in writing by the holders of Notes outstanding constituting not less than 25 per cent. in aggregate of the Principal Amount Outstanding of the Most Senior Class of Notes then outstanding; or

(b) so directed by or pursuant to an Extraordinary Resolution of the Most Senior Class of Noteholders then outstanding,

shall, (in all cases subject to the Note Trustee being indemnified and/or secured and/or pre-funded to its satisfaction) give notice (a **Note Acceleration Notice**) to the Issuer and the Issuer Security Trustee declaring all the Notes to be immediately due and repayable at their respective Principal Amount Outstanding together with accrued interest and Note Excess Amounts (including, where applicable, Deferred Interest and Deferred Note Excess Amounts and other accrued and unpaid amounts) as provided in the Note Trust Deed, if any of the following events (each a **Note Event of Default**) occurs:

(i) default is made for a period of five days in the payment of the principal of, or default is made for a period of three days in the payment of interest on, the Most Senior Class of Notes then outstanding, in each case when and as the same becomes due and payable in accordance with these Conditions; or

(ii) (A) the Issuer defaults in the performance or observance of any other obligation binding upon it under the Notes of any Class, the Class X Certificates of any Class, the Note Trust Deed, the Issuer Deed of Charge or the other Issuer Transaction Documents to which it is party (other than any obligation to pay principal, interest or other amounts in respect of the Notes or any amounts in respect of the Class X Certificates); or

(B) any representation or warranty made by the Issuer under any Issuer Transaction Document is incorrect when made,

and, in any such case (except where the Note Trustee certifies that, in its opinion, such default or matters giving rise to such misrepresentation, as applicable, is incapable of remedy when no notice will be required), such default or matters giving rise to such misrepresentation, as applicable, continue(s) for a period of 30 days (or such longer period as the Note Trustee may permit) following the service by the Note Trustee on the Issuer of notice requiring the same to be remedied; or

(iii) the Issuer, otherwise than for the purposes of such amalgamation or reconstruction as is referred to in sub-paragraph (iv) below, ceases or, consequent upon a resolution of the board of directors of the Issuer, stops or threatens to cease to carry on business or a substantial part of its business (save for the purposes of reorganisation on terms approved in writing by the

Note Trustee or by Extraordinary Resolution of the Most Senior Class of Noteholders then outstanding) or the Issuer is or is deemed unable to pay its debts as and when they fall due or the value of its assets falls to less than the amount of its liabilities (taking into account its contingent and prospective liabilities) or it is deemed unable to pay its debts pursuant to or for the purposes of any applicable law or is adjudicated or found bankrupt or insolvent; or

(iv) an order is made by any competent court or an effective resolution is passed for the winding-up of the Issuer except a winding-up for the purposes of or pursuant to an amalgamation or reconstruction the terms of which have previously been approved by an Extraordinary Resolution of the Most Senior Class of Noteholders then outstanding; or

(v) proceedings shall be initiated against the Issuer under any applicable liquidation, insolvency, composition, receivership, reorganisation or other similar laws (including, but not limited to, presentation of a petition for an administration order, the filing of documents with the court for the appointment of an administrator or the service of a notice to appoint an administrator) and such proceedings are not being disputed in good faith with a reasonable prospect of success, or an administration order is granted or the appointment of an administrator takes effect or an administrative receiver or other receiver, manager, liquidator or other similar official shall be appointed (or formal notice is given of an intention of appoint an administrator) in relation to the Issuer or any part of its undertaking, property or assets, or an encumbrancer shall take possession of all or any part of the undertaking, property or assets of the Issuer, or an execution, diligence, attachment or sequestration or other process is levied or enforced upon, sued out or put in force against all or any part of the undertaking, property or assets of the Issuer and such appointment, possession or process is not discharged or does not otherwise cease to apply within 15 days; or

(vi) the Issuer (or the shareholders or directors of the Issuer) initiates or consents to judicial proceedings relating to itself under applicable liquidation, insolvency, receivership, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of or a composition or similar arrangement with its creditors generally or takes steps with a view to obtaining a moratorium in respect of any of the indebtedness of the Issuer or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or

(vii) it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or any of the Issuer Transaction Documents to which it is a party,

provided that in the case of each of the events described in sub-paragraph (ii) above, the Note Trustee shall have certified to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the holders of the Most Senior Class of Notes then outstanding.

11.2 Issuer Security enforceable

Upon the occurrence of a Note Event of Default, the Issuer Security will become enforceable.

11.3 Effect of Note Acceleration Notice

Upon the service of a Note Acceleration Notice in accordance with Condition 11.1 (*Note Events of Default*), all Classes of the Notes then outstanding shall thereby immediately become due and repayable at their respective Principal Amounts Outstanding together with accrued interest (including, where applicable, Deferred Interest and Deferred Note Excess Amounts) and other accrued but unpaid amounts as provided in the Note Trust Deed.

12. ENFORCEMENT

The Note Trustee may, at any time, at its discretion and without notice, take such action under or in connection with any of the Issuer Transaction Documents as it may think fit (including, without limitation, directing the Issuer Security Trustee to take any action under or in connection with any of the Issuer Transaction Documents or, after the occurrence of a Note Event of Default, to take steps to enforce the Issuer Security), provided that:

(a) the Note Trustee shall not be bound to take any such action unless it shall have been (i) so directed by or pursuant to an Extraordinary Resolution of the Most Senior Class of Noteholders then outstanding or (ii) so requested in writing by the holders of Notes outstanding constituting not less than 25 per cent. in aggregate of the Principal Amount Outstanding of the Most Senior Class of Notes then outstanding;

(b) (except where expressly provided otherwise) the Issuer Security Trustee shall not, and shall not be bound to, take any such action unless it shall have been so directed in writing by (i) the Note Trustee or (ii) if there are no Notes outstanding, all of the other Issuer Secured Creditors;

(c) neither the Note Trustee nor the Issuer Security Trustee shall be bound to take any such action under this Condition 12 (*Enforcement*) unless it shall have been indemnified, secured and/or pre-funded to its satisfaction; and

(d) the Note Trustee shall not be entitled to take any steps or proceedings to procure the winding-up, administration, dissolution, court protection, reorganisation, receivership, liquidation, bankruptcy or other insolvency proceeding of the Issuer.

13. LIMIT ON NOTEHOLDER ACTION, LIMITED RECOURSE AND NON-PETITION

(a) No Noteholder shall be entitled to proceed directly against the Issuer or any other Issuer Secured Creditor or any other party to any of the Issuer Transaction Documents to seek to enforce the Issuer Security or to enforce the performance of any of the provisions of the Issuer Transaction Documents and/or to take proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer, except if the Note Trustee or the Issuer Security Trustee, as the case may be, having become bound to do so, fails to do so within a reasonable period and such failure shall be continuing, provided that no Noteholder shall be entitled to petition or take any action or other steps or legal proceedings for the winding up, administration, dissolution, court protection, reorganisation, receivership, liquidation, bankruptcy or other insolvency proceeding of the Issuer or for the appointment of an administrator, manager, receiver, receiver manager, administrative receiver, trustee, liquidator, sequestrator or similar officer in respect of the Issuer or any of its revenues or assets. Any proceeds received by a Noteholder pursuant to any such proceedings brought by a Noteholder shall be paid promptly following receipt thereof to the Note Trustee for application pursuant to the Note Trust Deed.

(b) While there are Notes outstanding, the Issuer Security Trustee will not be required to enforce the Issuer Security at the request of any Issuer Secured Creditor other than the Note Trustee.

(c) If on enforcement or realisation of the Issuer Security and distribution of its proceeds in accordance with the applicable Issuer Priority of Payments there are insufficient amounts available to pay in full amounts outstanding under the Notes (including, for the avoidance of doubt, payments of principal, interest and/or other amounts in respect of the Notes) or the Class X Certificates or the Issuer Transaction Documents, none of the Noteholders, the Class X Certificateholders, the Note Trustee, the Issuer Security Trustee or the other Issuer Secured Creditors may take any further steps against the Issuer in respect of any such amounts and such amounts shall be deemed to be discharged in full and all claims against the Issuer in respect of payment of such amounts will be extinguished and discharged.

(d) Subject to the Issuer Security Trustee's rights and powers under the Issuer Deed of Charge, none of the Note Trustee, the Issuer Security Trustee, the Noteholders, the Class X Certificateholders or the other Issuer Secured Creditors will be entitled to petition or take any action or other steps or legal proceedings for the winding-up, administration, dissolution, court protection, reorganisation, receivership, liquidation, bankruptcy or insolvency of the Issuer or for the appointment of an administrator, manager, receiver, receiver manager, administrative receiver, trustee, liquidator, sequestrator or similar officer in respect of the Issuer or any of its revenues or assets, provided that the Note Trustee or the Issuer Security Trustee may prove or lodge a claim in the liquidation of the Issuer initiated by another party and provided further that the Note Trustee or the Issuer Security Trustee may take proceedings to obtain a declaration or similar judgment or order as to the obligations and liabilities of the Issuer under the Issuer Deed of Charge and the other Issuer Transaction Documents.

(e) None of the Noteholders or the Class X Certificateholders or the other Issuer Secured Creditors will have any recourse against any director, shareholder or officer of the Issuer in respect of any obligations, covenant or agreement entered into or made by the Issuer pursuant to the terms of the

Notes, the Class X Certificates, the Note Trust Deed, the Issuer Deed of Charge or any other Issuer Transaction Document to which it is a party or any notice or documents which it is requested to deliver hereunder or thereunder.

(f) Nothing in this Condition shall affect a payment under the Notes from falling due for the purposes of Condition 11 (*Note Events of Default and Acceleration*).

14. NOTE MATURITY PLAN

(a) If the Securitised Loan remains outstanding on the date which is six months prior to the Final Note Maturity Date and, in the opinion of the Special Servicer, all recoveries then anticipated by the Special Servicer with respect to the Securitised Loan (whether by enforcement of the related Loan Security or otherwise) are unlikely to be realised in full prior to the Final Note Maturity Date, the Special Servicer will be required to prepare a draft Note Maturity Plan and present the same to the Issuer, the Note Trustee and the Issuer Security Trustee no later than 45 days after such date. At least one proposal provided by the Special Servicer must be that the Issuer Security Trustee, at the cost of the Issuer, will engage a financial expert to advise the Issuer Security Trustee as to the enforcement of the Issuer Security.

(b) Upon receipt of the draft Note Maturity Plan, the Issuer will convene a meeting of the Noteholders at which the Noteholders will have the opportunity to discuss the various proposals contained in the draft Note Maturity Plan with the Special Servicer. Following such meeting, the Special Servicer shall reconsider the Note Maturity Plan and make modifications thereto to address the views of Noteholders (subject to the Servicing Standard) following which it shall (x) provide a final Note Maturity Plan to the Issuer, the Rating Agencies, the Note Trustee and the Issuer Security Trustee and (y) request that the Issuer provide (and the Issuer shall so provide) the Noteholders and the Class X Certificateholders with a final Note Maturity Plan.

(c) Upon receipt of the final Note Maturity Plan, the Issuer will convene a meeting of the Noteholders of the Most Senior Class of Notes then outstanding to select their preferred option among the proposals set out in the final Note Maturity Plan. If a proposal in the final Note Maturity Plan receives the approval of the Noteholders of the Most Senior Class of Notes then outstanding by way of Ordinary Resolution at such meeting, then such proposal will be implemented by the Special Servicer. If no proposal in the final Note Maturity Plan receives the approval of the Noteholders of the Most Senior Class of Notes then outstanding by way of Ordinary Resolution at such meeting, then the Issuer Security Trustee will be deemed to be directed by all of the Noteholders to appoint a receiver (to the extent applicable) to realise the Issuer Security in accordance with the Issuer Deed of Charge as soon as practicable upon such right becoming exercisable, provided that the Issuer Security Trustee will have no obligation to do so if it shall not have been indemnified and/or secured and/or pre-funded to its satisfaction.

15. MEETINGS OF NOTEHOLDERS, MODIFICATION AND WAIVER, SUBSTITUTION AND TERMINATION OF ISSUER RELATED PARTIES

15.1 Meeting of Noteholders

(a) The Note Trust Deed contains provisions for convening meetings of any Class or all Classes of the Noteholders to consider any matter affecting their interests including the sanctioning by Extraordinary Resolution or Ordinary Resolution, as appropriate, of, among other things, the removal of the Note Trustee, the Issuer Security Trustee, the Servicer and the Special Servicer and a modification of the Notes or the Note Trust Deed (including these Conditions) or any of the other Issuer Transaction Documents (including a Basic Terms Modification).

(b) These provisions allow the Issuer (or the Issuer Cash Manager on its behalf), the Note Trustee, the Servicer or the Special Servicer to convene (or require the Issuer to convene) Noteholder meetings for any purpose including consideration of Extraordinary Resolutions or Ordinary Resolutions and provided that at least 14 clear days' (or, in the case of an adjourned meeting, at least seven clear days') notice of such meeting be given to Noteholders in accordance with Condition 18 (*Notice to Noteholders*). The Issuer shall be obliged to convene a meeting of the Noteholders of any Class or Classes of the Notes (in each case for so long as any Notes remain outstanding) if requested to do so in

writing by the holders of Notes outstanding constituting at least ten per cent. of the Principal Amount Outstanding of the Notes of the relevant Class or Classes.

15.2 Extraordinary Resolution of the Noteholders

An Extraordinary Resolution passed at any meeting of the Class A Noteholders shall be binding on the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders irrespective of the effect upon them, except that (a) an Extraordinary Resolution to sanction a Basic Terms Modification (only if the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and/or the Class F Noteholder, as applicable, are affected by such Basic Terms Modification) will not take effect unless either the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class B Noteholders, Class C Noteholders, the Class D Noteholders, the Class E Noteholders and Class F Noteholders or it shall have been sanctioned by an Extraordinary Resolution of the Class B Noteholders, Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders and (b) an Extraordinary Resolution to sanction the termination of the appointment of the Servicer or the Special Servicer by the Issuer Security Trustee will not take effect unless sanctioned by an Extraordinary Resolution of each of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders duly passed at separate meetings (or by separate Written Extraordinary Resolutions).

An Extraordinary Resolution passed at any meeting of the Class B Noteholders shall be binding on the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders irrespective of the effect upon them, except that (a) an Extraordinary Resolution to sanction a Basic Terms Modification (only if the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and/or the Class F Noteholders, as applicable, are affected by such Basic Terms Modification) will not take effect unless either the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders or it shall have been sanctioned by an Extraordinary Resolution of the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders and (b) an Extraordinary Resolution to sanction the termination of the appointment of the Servicer or the Special Servicer by the Issuer Security Trustee will not take effect unless sanctioned by an Extraordinary Resolution of each of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders duly passed at separate meetings (or by separate Written Extraordinary Resolutions).

An Extraordinary Resolution passed at any meeting of the Class C Noteholders shall be binding on the Class D Noteholders, the Class E Noteholders and the Class F Noteholders irrespective of the effect upon them, except that (a) an Extraordinary Resolution to sanction a Basic Terms Modification (only if the Class D Noteholders, the Class E Noteholders and/or the Class F Noteholders, as applicable, are affected by such Basic Terms Modification) will not take effect unless either the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class D Noteholders, the Class E Noteholders and the Class F Noteholders or it shall have been sanctioned by an Extraordinary Resolution of the Class D Noteholders, the Class E Noteholders and the Class F Noteholders and (b) an Extraordinary Resolution to sanction the termination of the appointment of the Servicer or the Special Servicer by the Issuer Security Trustee will not take effect unless sanctioned by an Extraordinary Resolution of each of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders duly passed at separate meetings (or by separate Written Extraordinary Resolutions).

An Extraordinary Resolution passed at any meeting of the Class D Noteholders shall be binding on the Class E Noteholders and the Class F Noteholders irrespective of the effect upon them, except that (a) an Extraordinary Resolution to sanction a Basic Terms Modification (only if the Class E Noteholders and/or the Class F Noteholders are affected by such Basic Terms Modification) will not take effect unless either the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class E Noteholders and the Class F Noteholders or it shall have been sanctioned by an Extraordinary Resolution of the Class E Noteholders and the Class F Noteholders and (b) an Extraordinary Resolution to sanction the termination of the appointment of the Servicer or the Special Servicer by the Issuer Security Trustee will not take effect unless sanctioned by an Extraordinary Resolution of each of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the

Class D Noteholders, the Class E Noteholders and the Class F Noteholders duly passed at separate meetings (or by separate Written Extraordinary Resolutions).

An Extraordinary Resolution passed at any meeting of the Class E Noteholders shall be binding on the Class F Noteholders irrespective of the effect upon them, except that (a) an Extraordinary Resolution to sanction a Basic Terms Modification (only if the Class F Noteholders are affected by such Basic Terms Modification) will not take effect unless either the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class F Noteholders or it shall have been sanctioned by an Extraordinary Resolution of the Class F Noteholders and (b) an Extraordinary Resolution to sanction the termination of the appointment of the Servicer or the Special Servicer by the Issuer Security Trustee will not take effect unless sanctioned by an Extraordinary Resolution of each of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders duly passed at separate meetings (or by separate Written Extraordinary Resolutions).

15.3 Extraordinary Resolution of any junior Class

An Extraordinary Resolution of any Class of Notes will not be effective for any purpose unless either:

(a) the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class or Classes of Noteholders senior to such Class of Noteholders (and, for greater certainty, an Extraordinary Resolution relating to a Basic Terms Modification other than as referred to in the provisos to Condition 15.2 (Extraordinary Resolution or Ordinary Resolution of the Noteholders) shall be materially prejudicial to such Class or Classes of Noteholders); or

(b) it is sanctioned by an Extraordinary Resolution respectively of each Class of Noteholders senior to such Class of Noteholders; or

(c) none of the Notes of each Class of Noteholders senior to such Class of Noteholders remains outstanding.

15.4 Quorum at Noteholder's meeting

(a) Subject as provided in Condition 15.5 (*Basic Terms Modification*), the quorum at any meeting of any Class or Classes of Noteholders for passing an Ordinary Resolution will be two or more persons (or one person in the case of a single Noteholder holding all the Notes of the relevant Class of Notes) present holding Notes outstanding of such Class or Classes or holding voting certificates in respect thereof or being proxies representing Notes outstanding of the relevant Class constituting in the aggregate not less than 50 per cent. of the Principal Amount Outstanding of Notes then outstanding of the relevant Class or Classes.

(b) Subject as provided in Condition 15.5 (*Basic Terms Modification*), the quorum at any meeting of any Class or Classes of Noteholders for passing an Extraordinary Resolution will be two or more persons (or one person in the case of a single Noteholder holding all the Notes of the relevant Class of Notes) present holding Notes outstanding of such Class or Classes or holding voting certificates in respect thereof or being proxies representing Notes outstanding of the relevant Class constituting in the aggregate not less than 75 per cent. of the Principal Amount Outstanding of Notes then outstanding of the relevant Class or Classes.

(c) Subject as provided in Condition 15.5 (*Basic Terms Modification*), the quorum at any adjourned meeting of any Class or Classes of Noteholders for passing an Extraordinary Resolution or an Ordinary Resolution will be two or more persons (or one person in the case of a single Noteholder holding all the Notes of the relevant Class or Classes of Notes) present holding Notes outstanding of such Class or holding voting certificates or being proxies representing Notes outstanding of such Class or Classes constituting in the aggregate not less than 25 per cent. of the Principal Amount Outstanding of Notes then outstanding in such Class or Classes.

15.5 Basic Terms Modification

The quorum at any meeting of any Class of Noteholders for passing an Extraordinary Resolution that would have the effect of sanctioning:

(a) a modification of the date of maturity of any Class of Notes;

(b) a change in the amount of principal or the rate of interest or any Note Excess Amount or Allocated Note Prepayment Fee Amount payable in respect of any Class of Notes;

(c) a modification of the method of calculating the amount payable or the date of payment in respect of any interest or principal or Note Excess Amount or Allocated Note Prepayment Fee Amount in respect of any Class of Notes;

(d) any alteration of the currency of payment of any Class of Notes;

(e) a modification or waiver which would result in a reduction in interest (including, without limitation, margin) payable in respect of the Securitised Loan, a change to the determination or adjustment of interest periods under the Securitised Loan or a reduction in the prepayment fees payable in respect of the Securitised Loan (in each case other than pursuant to the Margin Letter (in the form in force as at the Closing Date));

(f) a release of the Issuer Security other than in accordance with the provisions of the Issuer Transaction Documents;

(g) a modification to any Issuer Priority of Payments;

(h) a modification of the quorum required at any meeting or the majority required to pass any Ordinary Resolution or Extraordinary Resolution or the percentage of objecting Noteholders required in respect of Negative Consent; or

(i) a modification of the definition of Basic Terms Modification or the quorum or majority required to effect a Basic Terms Modification,

(each, a **Basic Terms Modification**), except (in each case) as set out in the final Note Maturity Plan delivered to the Noteholders pursuant to Condition 14 (*Note Maturity Plan*), shall be two or more persons (or one person in the case of a single Noteholder holding all the Notes of the relevant Class of Notes) holding Notes outstanding of the relevant Class or voting certificates in respect thereof or proxies representing not less than 75 per cent. of the Principal Amount Outstanding of the Notes then outstanding of the relevant Class, or at any adjourned such meeting, not less than 50 per cent. of the Principal Amount Outstanding of the Notes then outstanding of the relevant Class. Where a Basic Terms Modification is included in the final Note Maturity Plan delivered to the Noteholders pursuant to Condition 14 (*Note Maturity Plan*), such Basic Terms Modification may be approved by an Ordinary Resolution of the Most Senior Class of Notes then outstanding in accordance with Condition 14 (*Note Maturity Plan*).

Any Extraordinary Resolution in respect of a Basic Terms Modification shall only be effective if duly passed at separate meetings (or by separate Written Extraordinary Resolutions) of each affected Class of Noteholders.

15.6 Rating Agency Confirmation

(a) Pursuant to the Issuer Transaction Documents, the implementation of certain matters will or may (at the request of the Note Trustee or the Issuer Security Trustee), be subject to the receipt of a Rating Agency Confirmation.

(b) Any request for a Rating Agency Confirmation shall be given in electronic form to the relevant Rating Agency or Rating Agencies. If any Rating Agency then rating the Notes either:

(i) (A)does not respond to a request to provide a Rating Agency Confirmation within ten Business Days after such request is made and (B) does not respond to a second request to provide a Rating Agency Confirmation in respect of the same matter as the request in (A) above within five Business Days after such second request is made (such second request not to be made less than ten Business Days after the first request is made); or

(ii) provides a waiver or acknowledgement indicating its decision not to review or otherwise declining to review the matter for which the Rating Agency Confirmation is sought,

the requirement for the Rating Agency Confirmation from the relevant Rating Agency with respect to such matter will be deemed not to apply, and the Issuer Security Trustee and the Note Trustee shall not be liable for any losses Noteholders may suffer as a result.

(c) For the avoidance of doubt, such Rating Agency Confirmation or non-receipt of such Rating Agency Confirmation shall, however, not be construed to mean that any such action or inaction (or contemplated action or inaction) or such exercise (or contemplated exercise) by the Note Trustee or the Issuer Security Trustee of any right, power, trust, authority, duty or discretion under or in relation to the Note Trust Deed or any of the other Issuer Transaction Documents is not materially prejudicial to the interests of holders of that Class of Notes.

15.7 Disenfranchised Holder

For the purposes of determining: (a) the right to attend and vote and the quorum required at any meeting of Noteholders considering an Extraordinary Resolution or an Ordinary Resolution of the Noteholders of any Class or Classes or the majority of votes cast at such meeting; (b) the holdings of Notes of any Class or Classes for the purposes of giving any direction to or making any request of the Note Trustee (or any other party); or (c) the majorities required for any Written Extraordinary Resolution or Written Ordinary Resolution of any Class or Classes of Noteholders, the voting, objecting (including, without limitation, pursuant to Condition 15.11 (*Negative Consent*) or Condition 15.12(c) (*Modifications and waivers*)) or directing rights attaching to the Notes (including any proposed amendments by the Noteholders), any Notes held by or on behalf of or for the benefit of (or in relation to which the exercise of the right to vote is directed or otherwise controlled by) (i) the Issuer or the Issuer Holdco, (ii) Holdco, any Obligor or their respective Affiliates or (iii) the Sponsor or any Sponsor Affiliate (each such person falling within (i), (ii) or (iii) above a **Disenfranchised Holder**) shall be deemed not to remain outstanding and shall not be counted in or towards any required quorum or holdings or majority.

For these purposes:

Sponsor means any fund and/or other entity managed, advised, owned and/or controlled by The Blackstone Group L.P. and/or any of its Affiliates.

Sponsor Affiliate means any Affiliate of a Sponsor, any trust of which a Sponsor or any of its Affiliates is a trustee, any partnership of which a Sponsor or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, a Sponsor or any of its Affiliates.

15.8 Written Ordinary Resolution and Written Extraordinary Resolution

(a) The Note Trust Deed provides for Noteholders (or Noteholders of the relevant Class) to determine certain matters which could be determined by Extraordinary Resolution or Ordinary Resolution passed at a meeting duly convened and held to be determined instead by a Written Extraordinary Resolution passed by holders of not less than 75 per cent. of the Principal Amount Outstanding of the relevant Class of Notes or, as applicable, a Written Ordinary Resolution passed by holders of more than 50 per cent. of the Principal Amount Outstanding of the relevant Class of Notes.

(b) A Written Extraordinary Resolution has the same effect as an Extraordinary Resolution. A Written Ordinary Resolution has the same effect as an Ordinary Resolution.

15.9 Extraordinary Resolution or Ordinary Resolution binding

Subject to the provisions governing a Basic Terms Modification and to the provisions of these Conditions governing voting generally, an Extraordinary Resolution or an Ordinary Resolution passed at any meeting or duly signed by the required majority of Noteholders (or any Class thereof) shall be binding on all Noteholders (or, as the case may be, all Noteholders of such Class) whether or not they are present at such meeting or signed such resolution.

15.10 Type of resolution

Other than in respect of any matter requiring an Extraordinary Resolution or in respect of a Basic Terms Modification, Noteholders are required to vote by way of an Ordinary Resolution.

15.11 Negative Consent

(a) The Issuer (or the Issuer Cash Manager on its behalf), the Note Trustee, the Servicer or the Special Servicer may propose an Extraordinary Resolution or an Ordinary Resolution of the Noteholders or any Class of Noteholders relating to any matter for consideration and approval by Negative Consent by the Noteholders or the Noteholders of such Class, other than:

(i) an Extraordinary Resolution relating to a Basic Terms Modification or Class X Entrenched Right, the waiver or authorisation of any Note Event of Default, the acceleration of the Notes pursuant to Condition 11 (*Note Events of Default and Acceleration*) or the enforcement of the Issuer Security pursuant to Condition 12 (*Enforcement*); or

(ii) an Ordinary Resolution relating to a Note Maturity Plan.

(b) For the purposes of this Condition 15.11 (*Negative Consent*), **Negative Consent** means, in relation to an Extraordinary Resolution (other than an Extraordinary Resolution relating to a Basic Terms Modification or Class X Entrenched Right, the waiver or authorisation of any Note Event of Default, the acceleration of the Notes pursuant to Condition 11 (*Note Events of Default and Acceleration*) or the enforcement of the Issuer Security pursuant to Condition 12 (*Enforcement*) or an Ordinary Resolution (other than an Ordinary Resolution relating to a Note Maturity Plan) of the Noteholders or the Noteholders of any Class or Classes, the process whereby such Extraordinary Resolution or Ordinary Resolution shall be deemed to be duly passed and shall be binding on all of the Noteholders or the Noteholders of such Class or Classes of Notes (as the case may be) in accordance with its terms where:

(i) notice of such Extraordinary Resolution or Ordinary Resolution, as applicable, (including the full text of the same) has been given by the Issuer (or the Issuer Cash Manager on its behalf), the Note Trustee, the Servicer or the Special Servicer to the Noteholders or the Noteholders of such Class or Classes of Notes in accordance with the provisions of Condition 18 (*Notice to Noteholders*);

(ii) such notice contains a statement:

(A) requiring such Noteholders to inform the Note Trustee in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) if they object to such Extraordinary Resolution or Ordinary Resolution, stating that unless holders of (I) in the case of an Extraordinary Resolution, Notes outstanding constituting 25 per cent. or more in aggregate Principal Amount Outstanding of the Notes then outstanding of the relevant Class or Classes or (II) in the case of an Ordinary Resolution, Notes outstanding constituting 50 per cent. or more in aggregate Principal Amount Outstanding of the Notes then outstanding of the relevant Class or Classes, make such objection, the Extraordinary Resolution or Ordinary Resolution will be deemed to be passed by the Noteholders or the Noteholders of such Class or Classes; and

(B) specifying the requirements for the making of such objections (including addresses, email addresses and deadlines) as further set out in the following paragraph; and

(iii) holders of:

(A) in the case of an Extraordinary Resolution, Notes outstanding constituting 25 per cent. or more in aggregate Principal Amount Outstanding of the Notes then outstanding of the relevant Class or Classes; or

(B) in the case of an Ordinary Resolution, Notes outstanding constituting 50 per cent. or more in aggregate Principal Amount Outstanding of the Notes then outstanding of the relevant Class or Classes,

have not informed the Note Trustee in writing of their objection to such Extraordinary Resolution or Ordinary Resolution (as applicable) within 30 days of the date of the relevant notice.

(c) Any notice containing the text of an Extraordinary Resolution or an Ordinary Resolution shall (A) in all cases, also be delivered through the systems of Bloomberg L.P. (or such other medium as may be approved in writing by the Note Trustee) by the Issuer, the Note Trustee, the Issuer Cash Manager, the Servicer or the Special Servicer and (B) for so long as any Notes are listed in the Irish Stock Exchange, be made available to any regulatory information service maintained by the Irish Stock Exchange.

15.12 Modifications and waivers

(a) The Note Trustee may agree or may direct the Issuer Security Trustee to agree, without the consent of the Noteholders of any Class (but without prejudice to Condition 15.13 (*Direction of Most Senior Class of Noteholders*)) or the Class X Certificateholders of either Class or any other Issuer Secured Creditors:

(i) to any modification (except a Basic Terms Modification and without prejudice to Class X Entrenched Rights) of the Notes, the Class X Certificates, the Note Trust Deed (including these Conditions and the Class X Conditions) or any of the other Issuer Transaction Documents which, in the opinion of the Note Trustee, is not materially prejudicial to the interests of the holders of any Class of Notes (or, if no Notes remain outstanding, the holders of either Class of the Class X Certificates); or

(ii) to any modification of the Notes, the Class X Certificates, the Note Trust Deed (including these Conditions and the Class X Conditions) or any of the other Issuer Transaction Documents which, in the opinion of the Note Trustee, is:

(A) to correct a manifest error or an error proven to the satisfaction of the Note Trustee; or

(B) of a formal, minor or technical nature.

(b) The Note Trustee may also, without the consent or sanction of the Noteholders of any Class (but without prejudice to a Basic Terms Modification, a direction given under Condition 15.13 (*Direction of Most Senior Class of Noteholders*) or Condition 11 (*Note Events of Default and Acceleration*)) or the Class X Certificateholders of either Class (but without prejudice to Class X Entrenched Rights) or the other Issuer Secured Creditors and without prejudice to its rights in respect of any subsequent breach, condition, event or act from time to time and at any time but only if and in so far as in its opinion the interests of the Noteholders of each Class of Notes (or, if no Notes remain outstanding, the Class X Certificateholders of each Class) shall not be materially prejudiced thereby, waive or authorise, or direct the Issuer Security Trustee to waive or authorise, on such terms and subject to such conditions as it shall deem fit and proper, any breach or proposed breach by the Issuer or any other party thereto of any of the covenants or provisions contained in the Note Trust Deed (including these Conditions and the Class X Conditions) or in any other Issuer Transaction Documents (which, for the avoidance of doubt, shall include payment by the Issuer Cash Manager of monies standing to the credit of the Issuer Transaction Account other than in accordance with the applicable Issuer Priority of Payments) or determine that any condition, event or act which constitutes a Note Event of Default or Potential Note Event of Default shall not be treated as such for the purposes of the Note Trust Deed (including these Conditions and the Class X Conditions).

(c) If the Issuer is of the opinion (following discussions with the applicable Rating Agencies or otherwise) that any modification is required to be made to the Issuer Transaction Documents and/or these Conditions and/or the Class X Conditions in order to (i) comply with any criteria of the Rating Agencies which may be published after the Closing Date or (ii) comply with any alternative requirements of the Rating Agencies (where it is not possible to replace the Issuer Account Bank with a replacement bank which has the ratings required under the Issuer Account Bank Agreement), the Issuer shall promptly notify all Noteholders in accordance with Condition 18 (*Notice to Noteholders*) (but for so long as the Notes are represented by Global Notes and if, for so long as the Notes are listed on a stock exchange, the rules of such stock exchange so allow, Condition 18.1 (*Validity of notices*) is complied with) of the proposed amendments (and shall make available to Noteholders for inspection drafts of any amendments to applicable documents) and, if within 30 calendar days from service of such notice, Noteholders representing at least 20 per cent. of the then aggregate Principal Amount Outstanding of the Notes then outstanding have not contacted the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) to reject the proposed amendments, then all Noteholders will be deemed to have

consented to the modifications and the Note Trustee shall (subject as further provided below), without seeking any further consent or sanction of any of the Noteholders or the Class X Certificateholders or any other Issuer Secured Creditor and irrespective of whether such modifications are or may be materially prejudicial to the interests of the Noteholders of any Class or the Class X Certificateholders of either Class or any other parties to any of the Issuer Transaction Documents, concur with the Issuer and, where relevant, the Obligors, and/or direct the Issuer Security Trustee to concur with the Issuer and, where relevant, the Obligors, in making the proposed modifications to the Issuer Transaction Documents and/or these Conditions and/or the Class X Conditions that are requested by the Issuer and, where relevant, the Obligors in order to comply with such updated criteria, *provided that* the Issuer certifies to the Note Trustee and the Issuer Security Trustee in writing (upon which the Note Trustee and the Issuer Security Trustee shall rely on conclusively and without liability) that (i) the proposed modifications are required to avoid a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to any Class of the Notes, (ii) the proposed modifications seek only to implement the new criteria published by the applicable Rating Agencies or to implement any alternative requirements of the Rating Agencies in respect of a downgrade of the Issuer Account Bank, (iii) the proposed modifications are requested by the Issuer in order to comply with the requirements of Rule 17g-5, (iv) the proposed modifications do not constitute a Basic Terms Modification or Class X Entrenched Right and (v) the Noteholder consultation provisions set out above have been complied with and the Noteholders have not rejected the proposed amendments within the specified timeframe and *provided further that* the Note Trustee and the Issuer Security Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Note Trustee and the Issuer Security Trustee, as applicable, would have the effect of (i) exposing the Note Trustee and the Issuer Security Trustee, as applicable, to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) adding to or increasing the obligations, liabilities or duties, or decreasing the protections, of the Note Trustee and the Issuer Security Trustee, as applicable, in respect of the Notes, the Class X Certificates, the Issuer Transaction Documents, these Conditions and/or the Class X Conditions.

(d) The Note Trustee will rely without further investigation on any confirmation or certification provided to it in connection with the modifications (and, in relation to any certification as to whether the modifications constitute a Basic Terms Modification or Class X Entrenched Right, shall rely on such certification) and will not monitor or investigate whether the Issuer is acting in a commercially reasonable manner, nor will the Note Trustee be responsible for any liability that may be occasioned to any person by acting in accordance with these provisions based on any written notification or confirmation it receives from the Issuer.

(e) Any such modification, waiver, authorisation or determination in accordance with these Conditions or the Class X Conditions or the Issuer Transaction Documents shall be binding on the Noteholders and the Class X Certificateholders and, unless the Note Trustee agrees otherwise, any such modification, waiver, authorisation or determination shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 18 (*Notice to Noteholders*).

(f) **Potential Note Event of Default** means an event which would be (with the expiry of any grace period, the giving of notice or the making of any determination under the Issuer Transaction Documents or any combination of them) a Note Event of Default.

15.13 Direction of Most Senior Class of Noteholders

The Note Trustee shall not exercise the powers of waiver, authorisation or determination set out in Condition 15.12 (*Modifications and waivers*) (including for the purposes of complying with Rating Agency criteria) in contravention of any express written direction given by holders of not less than 25 per cent. in aggregate of the Principal Amount Outstanding of the Most Senior Class of Notes then outstanding or by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding or (if there are no Notes outstanding) by holder(s) of the Class X Certificates then outstanding or by a Class X Extraordinary Resolution of the holder(s) of the Class X Certificates then outstanding (*provided that* no such direction or restriction shall affect any authorisation, waiver or determination previously made or given).

15.14 Conflicts

(a) The Note Trustee is required, in connection with the exercise of its rights, powers, trusts, authorities, duties and discretions (including, without limitation, giving any consent, approval, modification, waiver, authorisation or determination), to have regard to the general interests of each Class of the Noteholders (or, if there are no Notes outstanding, each Class of the Class X Certificateholders) and shall not have regard to any interests arising from circumstances particular to individual Noteholders or Class X Certificateholders (whatever their number), and, in particular but without prejudice to the generality of the foregoing, the Note Trustee shall not have regard to, or be in any way liable for, the consequences of any such exercise or performance for individual Noteholders or Class X Certificateholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Note Trustee shall not be entitled to require, nor shall any Noteholder or Class X Certificateholder be entitled to claim, from the Issuer or the Note Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Class X Certificateholders.

(b) The Note Trustee shall, except where expressly provided otherwise, have regard to the interests of each Class of the Noteholders equally, provided that (except in the case of any consent, approval, modification, waiver, authorisation or determination), the Note Trustee shall have regard only to the interests of:

(i) the Class A Noteholders (for so long as there are any Class A Notes outstanding) if, in the Note Trustee's opinion, there is a conflict between the interests of:

(A) the Class A Noteholders; and

(B) the Class B Noteholders and/or the Class C Noteholders and/or the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders;

(ii) subject to (i) above, the Class B Noteholders (for so long as there are any Class B Notes outstanding) only if, in the Note Trustee's opinion, there is a conflict between the interests of:

(A) the Class B Noteholders; and

(B) the Class C Noteholders and/or the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders;

(iii) subject to (i) and (ii) above, the Class C Noteholders (for so long as there are any Class C Notes outstanding) only if, in the Note Trustee's opinion, there is a conflict between the interests of:

(A) the Class C Noteholders; and

(B) the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders;

(iv) subject to (i), (ii) and (iii) above, the Class D Noteholders (for so long as there are any Class D Notes outstanding) only if, in the Note Trustee's opinion, there is a conflict between the interests of:

(A) the Class D Noteholders; and

(B) the Class E Noteholders and/or the Class F Noteholders; and

(v) subject to (i), (ii), (iii) and (iv) above, the Class E Noteholders (for so long as there are any Class E Notes outstanding) only if, in the Note Trustee's opinion, there is a conflict between the interests of:

(A) the Class E Noteholders; and

(B) the Class F Noteholders,

and the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders shall have no claim against the Note Trustee for so doing.

(c) So long as there are any Notes outstanding, if there is a conflict of interest between the interests of the Noteholders or any Class thereof and any Class X Certificateholders or either Class thereof, the Note Trustee shall have regard solely to the interests of the Noteholders or the Noteholders of such Class and the Class X Certificateholders or the Class X Certificateholders of such Class shall have no claim against the Note Trustee for doing so.

15.15 Note Trustee discretions

The Note Trustee shall be entitled to determine, in its own opinion, for the purposes of exercising any right, power, trust, authority, duty or discretion under or in relation to the Notes, the Class X Certificates, these Conditions, the Class X Conditions or any of the Issuer Transaction Documents, that such exercise will not be materially prejudicial to the interests of the Noteholders (or, if there are no Notes outstanding, the Class X Certificateholders) or any Class of Noteholders (or, if there are no Notes outstanding, either Class of Class X Certificateholders) and in making such a determination shall be entitled to take into account, without enquiry, among any other things it may in its absolute discretion consider necessary and/or appropriate, any Rating Agency Confirmation (if available) in respect of such exercise. For the avoidance of doubt, such Rating Agency Confirmation or non-receipt of such Rating Agency Confirmation shall, however, not be construed to mean that any such action or inaction (or contemplated action or inaction) or such exercise (or contemplated exercise) by the Note Trustee of any right, power, trust, authority, duty or discretion under or in relation to the Notes, the Class X Certificates, these Conditions, the Class X Conditions or any of the Issuer Transaction Documents is not materially prejudicial to the interests of holders of that Class of Notes or that Class of Class X Certificates.

15.16 Substitution of Issuer

(a) The Note Trustee may (subject to such amendments of these Conditions and the Class X Conditions and of any of the Issuer Transaction Documents and to such other conditions as the Note Trustee may require), without the consent of the Noteholders or the Class X Certificateholders or any other Issuer Secured Creditor, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute) as the principal debtor in respect of the Notes and the principal obligor in respect of the Class X Certificates of another body corporate (being a single purpose vehicle), *provided that* so long as any Notes remain outstanding each Rating Agency provides a Rating Agency Confirmation (it being acknowledged that there is no obligation on any Rating Agency to provide any such confirmation) prior to such substitution taking place and subject to satisfaction of certain other conditions set out in the Note Trust Deed (or suitable arrangements being put in place to ensure satisfaction of such conditions). In the case of substitution of the Issuer, for so long as the Notes are listed on the Irish Stock Exchange and its rules so require, the Irish Stock Exchange shall be notified by the Issuer of such substitution, a supplemental prospectus will be prepared by the new principal debtor and filed with the Irish Stock Exchange and notice of the substitution will be given to the Noteholders by the Issuer in accordance with Condition 18 (*Notice to Noteholders*).

(b) In connection with any such substitution of the Issuer as referred to above in Condition 15.16(a) (*Substitution of Issuer*), the Note Trustee and the Issuer Security Trustee may also agree, without the consent of the Noteholders or the Class X Certificateholders or the other Issuer Secured Creditors, to a change of the laws governing the Notes, the Class X Certificates, these Conditions, the Class X Conditions and/or any of the Issuer Transaction Documents, provided that such change would not, in the opinion of the Note Trustee be materially prejudicial to the interests of the Noteholders (or, if there are no Notes outstanding, the Class X Certificateholders).

15.17 Notes being held through Euroclear or Clearstream, Luxembourg

(a) Where, for the purposes of these Conditions, the Note Trustee or any other party to the Issuer Transaction Documents requires a Noteholder holding an interest in Notes through Euroclear or Clearstream, Luxembourg to establish its holding of such interest in the Notes to the satisfaction of such party, such holding shall be considered to be established if such Noteholder provides to the requesting party:

(i) a Euclid Statement (in the case of Euroclear) or a Creation Online Statement (in the case of Clearstream, Luxembourg) in each case providing confirmation at the time of issue of the same of such person's holding in the Notes;

(ii) if the relevant Notes are held through one or more custodians, a signed letter from each such custodian confirming on whose behalf it is holding such Notes such that the Note Trustee is able to verify to its satisfaction the chain of ownership to the beneficial owner; and

(iii) any other evidence of holding of such interest in the relevant Notes in a form acceptable to the Note Trustee.

(b) If in connection with verifying its holding the Note Trustee requires a Noteholder to temporarily block its interest in the Notes in Euroclear or Clearstream, Luxembourg, such Noteholder will be required to instruct Euroclear or Clearstream, Luxembourg (via its custodian, if applicable) to do so.

16. INDEMNIFICATION AND EXONERATION OF THE NOTE TRUSTEE AND THE ISSUER SECURITY TRUSTEE

(a) The Note Trust Deed and the Issuer Deed of Charge and certain of the other Issuer Transaction Documents contain provisions for indemnification of each of the Note Trustee and the Issuer Security Trustee and for their responsibility and relief from responsibility, including provisions relieving them from taking any action including taking proceedings against the Issuer and/or any other person or, in the case of the Issuer Security Trustee, enforcing the Issuer Security unless indemnified and/or secured and/or pre-funded to their satisfaction.

(b) The Note Trust Deed and the Issuer Deed of Charge also contain provisions pursuant to which the Note Trustee and the Issuer Security Trustee are entitled, *inter alia*:

(i) to enter into business transactions with the Issuer and/or any other party to any of the Issuer Transaction Documents and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any other party to any of the Issuer Transaction Documents;

(ii) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders and the Class X Certificateholders; and

(iii) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

17. REPLACEMENT OF GLOBAL NOTES AND DEFINITIVE NOTES

If any Global Note or Definitive Note is mutilated, defaced, lost, stolen or destroyed, it may be replaced at the specified office of any Paying Agent or the Registrar upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence and indemnity as the Issuer, the Registrar, the Paying Agent or the Note Trustee may reasonably require. Mutilated or defaced Global Notes or Definitive Notes must be surrendered before replacements will be issued.

18. NOTICE TO NOTEHOLDERS

18.1 Validity of notices

(a) All notices, other than notices given in accordance with Conditions 18.2 (*Impossibility*) to 18.5 (*Verified Noteholders and Verified Class X Certificateholders and Initiating Noteholder*) (inclusive) of this Condition 18 (*Notice to Noteholders*), to Noteholders shall be deemed to have been validly given if:

(i) for so long as the Notes are listed on a stock exchange, and the rules of such stock exchange or any applicable regulation so require, or at the option of the Issuer, if delivered through the

announcements section of the relevant stock exchange and a regulated information service maintained or recognised by such stock exchange; and

(ii) for so long as the Notes are represented by Global Notes, and if, for so long as the Notes are listed on a stock exchange, the rules of such stock exchange so allow, if delivered to Euroclear and/or Clearstream, Luxembourg for communication by them to their participants and for communication by such participants to entitled Accountholders; or

(iii) for so long as the Notes are represented by Global Notes and if, for so long as the Notes are listed on a stock exchange, the rules of such stock exchange so allow, if delivered to the electronic communications systems maintained by Bloomberg L.P. for publication on the relevant page for the Notes or such other medium for the electronic display of data as may be previously approved in writing by the Note Trustee; or

(iv) if the Notes are in definitive form, if published in a leading daily newspaper printed in the English language and with general circulation in Ireland (which is expected to be The Irish Times) or, if that is not practicable, in such English language newspaper or newspapers having a general circulation in Ireland and the rest of Europe.

(b) Any such notice shall be deemed to have been given on:

(i) in the case of a notice delivered to the regulated information service of a stock exchange, the day on which it is delivered to such stock exchange;

(ii) in the case of a notice delivered to Euroclear and/or Clearstream, Luxembourg, the day on which it is delivered to Euroclear and/or Clearstream, Luxembourg;

(iii) in the case of a notice delivered to Bloomberg L.P., the day on which it is delivered to Bloomberg L.P.; and

(iv) in the case of a notice published in a newspaper, the date of such publication or, if published more than once or on different dates, on the first date on which publication shall have been made in the newspaper or newspapers in which publication is required.

18.2 Impossibility

If it is impossible or impractical to give notice in accordance with sub-paragraphs (a) (i), (ii) or (iii) of Condition 18.1 (*Validity of notices*), then notice of the relevant matters shall be given in accordance with sub-paragraph (a) (iv) of Condition 18.1 (*Validity of notices*).

18.3 Copy of notices to Rating Agencies

A copy of each notice given in accordance with this Condition 18 (*Notice to Noteholders*) shall be provided to Moody's Investors Service Limited (**Moody's**) and Fitch Ratings Ltd. (**Fitch**) for so long as, in each case, such rating agency publishes credit ratings in relation to the Notes (the **Rating Agencies**) to which reference in these Conditions shall include any additional or replacement rating agency appointed by the Issuer, with the prior written approval of the Note Trustee, to provide a credit rating in respect of the Notes or any Class thereof. For the avoidance of doubt, and unless the context otherwise requires, all references to **rating** and **ratings** in these Conditions shall be deemed to be references to the ratings assigned by the Rating Agencies.

18.4 Note Trustee can sanction other methods of giving notice

The Note Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders or to a Class of them if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of the stock exchange on which the Notes are then listed and *provided that* notice of such other method is given to the Noteholders in such manner as the Note Trustee shall require. The Note Trustee (at the expense of the Issuer) shall give notice to the Noteholders in accordance with this Condition 18 (*Notice to Noteholders*) of any additions to, deletions from or alterations to such methods from time to time.

18.5 Verified Noteholders and Verified Class X Certificateholders and Initiating Noteholder

(a) Any Verified Noteholder will be entitled from time to time to request the Issuer Cash Manager to publish a notice on its investor reporting website requesting other Verified Noteholders of any Class or Classes or Verified Class X Certificateholders of either Class to contact it subject to and in accordance with the following provisions.

(b) For these purposes, **Verified Noteholder** means a Noteholder which has satisfied the Issuer Cash Manager that it is a Noteholder in accordance with Condition 15.17 (*Notes being held through Euroclear or Clearstream, Luxembourg*) and **Verified Class X Certificateholder** means a Class X Certificateholder which has satisfied the Issuer Cash Manager that it is a Class X Certificateholder in accordance with Class X Condition 15.13 (*Class X Certificates being held through Euroclear or Clearstream, Luxembourg*).

(c) Following receipt of a request for the publication of a notice from a Verified Noteholder (the **Initiating Noteholder**), the Issuer Cash Manager shall publish such notice on its investor reporting website as an addendum to any Issuer Cash Manager Quarterly Report or other report to Noteholders and Class X Certificateholders due for publication within five Business Days of receipt of the same (or, if there is no such report, through a special notice for such purpose as soon as is reasonably practical after receipt of the same), *provided that* such notice contains no more than:

(i) an invitation to other Verified Noteholders (or any specified Class or Classes and/or Class X Certificateholders (or either Class) to contact the Initiating Noteholder;

(ii) the name of the Initiating Noteholder and the address, phone number, website or email address at which the Initiating Noteholder can be contacted; and

(iii) the date(s) from, on or between which, the Initiating Noteholder may be so contacted.

(d) The Issuer Cash Manager will not request and will not be permitted to publish any further or different information through this mechanism.

(e) The Issuer Cash Manager will have no responsibility or liability for the contents, completeness or accuracy of any such published information and shall have no responsibility (beyond publication of the same in the manner described above) for ensuring Noteholders and Class X Certificateholders receive the same.

19. CONTROLLING CLASS

(a) The Controlling Class may from time to time appoint by way of an Ordinary Resolution any person to be its representative for the purposes of this Condition (each such person, an **Operating Advisor**).

(b) Any Operating Advisor so appointed will have the rights set out in the Servicing Agreement. Any Operating Advisor shall, unless instructed to the contrary in writing by the majority of persons who constitute the Controlling Class, be entitled in its sole discretion to exercise all of the rights expressed to be given to it pursuant to the Servicing Agreement as it sees fit.

(c) The appointment of any Operating Advisor shall not take effect until it notifies the Issuer, the Note Trustee, the Issuer Security Trustee, the Servicer and the Special Servicer in writing (attaching a copy of the relevant Ordinary Resolution) of its appointment.

(d) The Controlling Class may by Ordinary Resolution (notified in writing to the Issuer, the Note Trustee, the Issuer Security Trustee, the Servicer and the Special Servicer) terminate the appointment of any Operating Advisor. Any Operating Advisor may retire by giving not less than 21 days' notice in writing to the Noteholders of the Controlling Class (in accordance with the terms of Condition 18 (*Notice to Noteholders*)), the Issuer, the Note Trustee, the Issuer Security Trustee, the Servicer and the Special Servicer.

(e) The Controlling Class may by Extraordinary Resolution direct the Operating Advisor to direct the Issuer to replace the person then acting as the Special Servicer in accordance with the terms of the Servicing Agreement.

(f) The most junior Class of Notes outstanding shall be the **Controlling Class** if at the relevant time it meets the Controlling Class Test. A Class of Notes will meet the **Controlling Class Test** if it has a total Principal Amount Outstanding which is not less than 25 per cent. of the Principal Amount Outstanding of such Class of Notes on the Closing Date and for which a Control Valuation Event is not continuing.

(g) A **Control Valuation Event** will occur with respect to any Class of Notes if and for so long as: (a) the difference between (1) the sum of (i) the then Principal Amount Outstanding of such Class of Notes and (ii) the then Principal Amount Outstanding of all Classes of Notes ranking junior to such Class; and (2) any Valuation Reduction Amounts with respect to the Whole Loan, is less than (b) 25 per cent. of the then Principal Amount Outstanding of such Class of Notes.

(h) A **Valuation Reduction Amount** with respect to the Whole Loan will be an amount equal to the excess of:

(i) the outstanding principal balance of the Whole Loan; over

(ii) the excess of:

(A) 90 per cent. of the sum of the values set out in the most recent Valuation (including all reserves or similar amounts which may be applied toward payments on the Whole Loan) excluding the values of any Properties no longer held by the Borrowers as at the testing date; over

(B) the sum of:

I. all unpaid interest on the Whole Loan;

II. any other unpaid fees, expenses and other amounts that are payable prior to amounts payable to the Issuer under the Whole Loan; and

III. all currently due and unpaid ground rents and insurance premia and all other amounts due and unpaid with respect to the Whole Loan.

The Valuation Reduction Amount will be redetermined by the Issuer Cash Manager on each occasion on which an updated Loan Valuation is obtained and provided to it by the Servicer or the Special Servicer, as the case may be, by reference to such Loan Valuation.

(i) If the most junior Class of Notes outstanding does not meet the Controlling Class Test, the next most junior Class of Notes outstanding that does meet the Controlling Class Test will be the Controlling Class.

(j) If no Class of Notes has a Principal Amount Outstanding that satisfies this requirement, then the Controlling Class will be the Most Senior Class of Notes then outstanding. The Principal Amount Outstanding of a Class of Notes for the purposes of calculating the Controlling Class Test shall be the then current Principal Amount Outstanding of such Class less any Valuation Reduction Amounts that have been applied to that Class (which shall be applied first to the most junior Class of Notes up to its then current Principal Amount Outstanding and then to the next most junior Class of Notes up to its then current Principal Amount Outstanding and so on).

(k) The Issuer Cash Manager shall determine which Class of Notes meets the Controlling Class Test promptly following receipt of a Loan Valuation from the Servicer or the Special Servicer, as the case may be, and in any event will determine which Class of Notes meets the Controlling Class Test on each Calculation Date taking into account any Notes to be redeemed on the immediately following Note Payment Date.

(l) Each Noteholder acknowledges and agrees, by its purchase of the Notes, that:

(i) the Operating Advisor may have special relationships and interests that conflict with those of the holders of one or more Classes of the Notes;

(ii) the Operating Advisor may act solely in the interests of the Controlling Class;

(iii) the Operating Advisor does not have any duties to any Noteholders other than the Controlling Class;

(iv) the Operating Advisor may take actions that favour the interests of the Noteholders of the Controlling Class over the interests of the other Noteholders;

(v) the Operating Advisor will not be deemed to have been negligent or reckless, or to have acted in bad faith or engaged in wilful misconduct, by reason of its having acted solely in the interests of the Controlling Class; and

(vi) the Operating Advisor will have no liability whatsoever for having acted solely in the interests of the Controlling Class, and no holder of any other Class of Notes may take any action whatsoever against the Operating Advisor for having so acted.

20. RIGHTS OF THIRD PARTIES

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes or these Conditions or the Issuer Transaction Documents, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

21. GOVERNING LAW AND JURISDICTION

21.1 Governing law

The Issuer Transaction Documents and the Notes and the Class X Certificates, and any non-contractual obligation arising from or in connection with them, will be governed by, and shall be construed in accordance with, English law.

21.2 Jurisdiction

The courts of England are to have exclusive jurisdiction to settle any dispute that may arise out of or in connection with the Note Trust Deed, the Issuer Deed of Charge, the Notes, the Class X Certificates and the other Issuer Transaction Documents. The Issuer has in each of the Issuer Transaction Documents to which it is a party irrevocably submitted to the jurisdiction of the English courts.

TERMS AND CONDITIONS OF THE CLASS X CERTIFICATES

The following are the terms and conditions of the Class X Certificates in the form (subject to amendment) in which they will be set out in the Note Trust Deed. The terms and conditions set out below will apply to the Class X Certificates in global form.

The class X1 certificate (the **Class X1 Certificate**) and the class X2 certificate (the **Class X2 Certificate** and, together with the Class X1 Certificate, the **Class X Certificates**) in each case of Logistics UK 2015 PLC (the **Issuer**) are constituted by a note trust deed dated on or about 7 August 2015 (the **Closing Date**) (the **Note Trust Deed**, which expression includes such note trust deed as from time to time modified in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto, as from time to time so modified) and made between the Issuer and U.S. Bank Trustees Limited (the **Note Trustee**, which expression includes its successors or any other trustees under the Note Trust Deed) as trustee for the holders for the time being of the Notes (as defined therein) and the Class X Certificates.

The respective holders of the Class X1 Certificate and the Class X2 Certificate (each a **Class X Certificateholder** and, together, the **Class X Certificateholders**) are referred to in these terms and conditions (the **Class X Conditions**) as the **Class X1 Certificateholder** and the **Class X2 Certificateholder**, respectively. Any reference in these Class X Conditions to a **Class** of Class X Certificates or of Class X Certificateholders shall be a reference to either, or both, of the Class X1 Certificate or the Class X2 Certificate, as the case may be, or to the respective holders thereof.

Any reference in these Class X Conditions to a **Class** of Notes or of Noteholders shall be a reference to any, or all, of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes (each as defined in the Note Trust Deed), as the case may be, or to the respective holders thereof. Any reference in these Class X Conditions to the **Conditions** shall be a reference to the terms and conditions of the Notes (as set out in the Note Trust Deed).

The security for the Notes and the Class X Certificates is constituted by a deed of charge dated on or about the Closing Date (the **Issuer Deed of Charge**, which expression includes such deed of charge as from time to time modified in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto, as from time to time modified) and made between, among others, the Issuer and U.S. Bank Trustees Limited (the **Issuer Security Trustee**, which expression includes its successors or any other trustees under the Issuer Deed of Charge).

By an agency agreement dated on or about the Closing Date (the **Agency Agreement**, which expression includes such agency agreement as from time to time modified in accordance with the provisions therein contained and any agreement, deed or other document expressed to be supplemental thereto, as from time to time so modified) and made between, among others, the Issuer, the Note Trustee and Elavon Financial Services Limited, UK Branch in its separate capacities as principal paying agent (the **Principal Paying Agent**, which expression includes its successors or any other principal paying agent appointed in respect of the Notes and the Class X Certificates) and agent bank (the **Agent Bank**, which expression includes its successors or any other agent bank appointed in respect of the Notes) (the Principal Paying Agent being together with any other paying agents, if any, appointed from time to time pursuant to the Agency Agreement, the **Paying Agents**) and Elavon Financial Services Limited as registrar (the **Registrar**, which expression includes its successors or any other registrar appointed in respect of the Notes and the Class X Certificates and, together with the Paying Agents and the Agent Bank, the **Agents**), provision is made for, among other things, the payment of principal, interest and other amounts in respect of the Notes of each Class and distributions in respect of the Class X Certificates of each Class.

The Class X Certificateholders and all persons claiming through them or under the Class X Certificates are entitled to the benefit of, are bound by and are deemed to have notice of the provisions of the Note Trust Deed, the Issuer Deed of Charge, the Agency Agreement and the other Issuer Transaction Documents applicable to them.

The statements in these Class X Conditions include summaries of, and are subject to, the detailed provisions of the Note Trust Deed, the Issuer Deed of Charge, the Agency Agreement and the master definitions schedule entered into by, among others, the Issuer, the Note Trustee, the Issuer Security Trustee and the Agents (the **Master Definitions Schedule**) dated on or about the Closing Date.

Copies of the Note Trust Deed, the Issuer Deed of Charge, the Agency Agreement, the Master Definitions Schedule, the Servicing Agreement, the Issuer Cash Management Agreement, the Issuer Account Bank Agreement, the Corporate Services Agreement and the Facility Agreement are available for inspection during normal business hours at the specified office for the time being of each of the Paying Agents.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Words and expressions used in these Class X Conditions and not otherwise defined below shall have the meanings and constructions ascribed to them in the Master Definitions Schedule. In these Class X Conditions the terms set out below have the following meanings:

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Dublin, Amsterdam, London, Jersey, Guernsey and Luxembourg.

Class X Distribution Amount means, in respect of any Note Payment Date occurring prior to the delivery of a Note Acceleration Notice, the Interest Available Funds (excluding Liquidity Drawings and (only prior to the date the Notes are to be redeemed in full in accordance with the Conditions) amounts to be credited to the Default Interest Ledger on the Issuer Transaction Account, but including (on the date that Notes are to be redeemed in full in accordance with the Conditions) all amounts standing to the credit of the Default Interest Ledger and the balance standing to the credit of the Issuer Expenses Account, net of any Final Issuer Expenses) and any Surplus Principal Funds for that Note Payment Date, minus the aggregate of:

(a) the amounts that are payable or to be provided for by the Issuer pursuant to items (a) to (g) (inclusive), (u) and (v) of the Pre-Acceleration Interest Priority of Payments on such Note Payment Date;

(b) the aggregate amount of interest payable on the Notes on such Note Payment Date pursuant to items (h)(i) and (i) to (m) (inclusive) of the Pre-Acceleration Interest Priority of Payments;

(c) (if the relevant Note Payment Date falls on or after the Expected Note Maturity Date) the aggregate amount of principal payable on the Notes on such Note Payment Date pursuant to items (n)(i) to (n)(vi) (inclusive) of the Pre-Acceleration Interest Priority of Payments; and

(d) the Note Excess Amounts (if any) payable on the Notes on such Note Payment Date pursuant to items (o) to (t) (inclusive) of the Pre-Acceleration Interest Priority of Payments,

and, in respect of any other date occurring following the service of a Note Acceleration Notice that monies and receipts received by the Issuer and/or the Issuer Security Trustee or a receiver appointed by it (whether of principal or interest or otherwise) are applied in accordance with the Post-Acceleration Priority of Payments, the amount (if any) available to be applied in accordance with item (r) thereof (after payments of a higher order of priority have been made in full).

Class X Extraordinary Resolution means, in respect of the Class X Certificateholders or either Class of the Class X Certificateholders, a resolution passed at a meeting duly convened and held in accordance with the Note Trust Deed by each Class X Certificateholder or that Class X Certificateholder (as applicable) or a Class X Written Extraordinary Resolution.

Class X Prepayment Fee Amount means, in respect of any Note Payment Date that any of the Notes are redeemed pursuant to Condition 8.2 (*Mandatory redemption from Principal Available Funds*) as a result of the prepayment of the Securitised Loan where Loan Prepayment Fees are received by the Issuer under the Securitised Loan in respect of such prepayment, an amount calculated in accordance with the following formula:

A-B

Where:

A = Loan Prepayment Fees received by the Issuer during the immediately preceding Loan Payment Period.

B = Note Prepayment Fee Amounts for such Note Payment Date payable to the Noteholders.

Class X Trigger Event means the first to occur of:

(a) a Calculation Date on which the Securitised Loan is a Specially Serviced Loan;

(b) a Calculation Date following the Expected Note Maturity Date; or

(c) the enforcement of the Issuer Security following the occurrence of a Note Event of Default.

Class X Written Extraordinary Resolution means a Class X Extraordinary Resolution passed in writing by one or separately by both Class X Certificateholders (as applicable).

1.2 Interpretation

These Class X Conditions shall be construed and interpreted in accordance with the principles of construction and interpretation set out in the Master Definitions Schedule.

2. FORM, DENOMINATION AND TITLE

2.1 Form and denomination

(a) Global Class X Certificates

Each Class X Certificate will be represented by one permanent global certificate in registered form for each class of Class X Certificates (the **Global Class X1 Certificate** and the **Global Class X2 Certificate**, respectively, and, together, the **Global Class X Certificates**).

For so long as any of the Class X Certificates are represented by a Global Class X Certificate, transfers and exchanges of beneficial interests in such Global Class X Certificate and entitlement to payments thereunder will be effected subject to and in accordance with the rules and procedures from time to time of Euroclear Bank S.A./N.V. (**Euroclear**) or Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**), as appropriate. Each Global Class X Certificate will be deposited with and registered in the name of a nominee of a Common Depositary for Euroclear and Clearstream, Luxembourg.

(b) For so long as any Class X Certificate is represented by a Global Class X Certificate, and for so long as Euroclear and Clearstream, Luxembourg so permit, such Class X Certificate shall be tradable only in whole and not in part.

2.2 Title

(a) Title to the Class X Certificates passes only by and upon registration in the register of Class X Certificateholders (the **Class X Register**) which the Issuer shall procure to be kept by the Registrar. The registered holder of either Class X Certificate will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Global Class X Certificate issued in respect of it) and no person will be liable for so treating the holder.

(b) Ownership of interests in respect of the Global Class X Certificates will be limited to persons who have accounts with Euroclear and/or Clearstream, Luxembourg or persons who hold interests through such participants. Interests will be shown on, and transfers thereof will be effected only through, records maintained in book-entry form by Euroclear and Clearstream, Luxembourg and their participants.

2.3 Global Class X Certificates

(a) Upon deposit of the Global Class X Certificates, Euroclear or Clearstream, Luxembourg (as applicable) will credit the account of each Accountholder (as defined below) with the Class X Certificate which it is entitled to receive distributions in respect of.

(b) References in these Class X Conditions to Euroclear and/or Clearstream, Luxembourg shall, wherever the context so admits, be deemed to include reference to any additional or alternative clearing system approved by the Issuer.

(c) The person shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, as the case may be, as being entitled to the interest in a Global Class X Certificate (each an **Accountholder**) must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's entitlement to each payment made by the Issuer to such Accountholder and in relation to all other rights arising under the relevant Global Class X Certificate. The extent to which, and the manner in which, the Accountholder may exercise any rights arising under a Global Class X Certificate will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system (as the case may be) from time to time. For so long as a Class X Certificate is represented by a Global Class X Certificate, the Accountholder shall have no claim directly against the Issuer.

3. DEFINITIVE CLASS X CERTIFICATES

3.1 Issue of Definitive Class X Certificates

(a) A Global Class X Certificate will be exchangeable for a definitive Class X Certificate of the relevant Class in registered form (each a **Definitive Class X Certificate** and, together, the **Definitive Class X Certificates**) only if any of the following circumstances apply:

(i) in the case of a Global Class X Certificate held by or on behalf of a Common Depositary, either Euroclear or Clearstream, Luxembourg:

(A) is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise); or

(B) announces an intention permanently to cease business or does in fact do so,

and, in either case, no alternative clearing system acceptable to the Note Trustee is in existence; or

(ii) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom, Ireland or of any other jurisdiction (or any political sub-division thereof) or of any authority therein or thereof having the power to tax, or in the interpretation or administration of such laws or regulations, which has become effective on or after the Closing Date, the Issuer or the Principal Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Class X Certificates which would not be required if the Class X Certificates were in definitive registered form.

(b) If a Definitive Class X Certificate is issued in respect of a Class X Certificate originally represented by a Global Class X Certificate, the beneficial interest represented by such Global Class X Certificate shall be exchanged by the Issuer for the relevant Class X Certificate in registered definitive form, subject to and in accordance with the detailed provisions of these Class X Conditions, the Agency Agreement, the Note Trust Deed and the relevant Global Class X Certificate.

(c) Definitive Class X Certificates will be serially numbered and will be issued in registered form only.

(d) Definitive Class X Certificates, if issued, will be available at the offices of any Paying Agent. If the Issuer fails to meet obligations to issue a Class X Certificate in definitive form in exchange for a Global Class X Certificate, then that Global Class X Certificate shall remain in full force and effect.

(e) For the purposes of these Class X Conditions, references herein to Class X Certificates shall include the Global Class X Certificates and the Definitive Class X Certificates. These Class X Conditions and the Issuer Transaction Documents will be amended in such manner as the Note Trustee and Issuer Security Trustee require to take account of the issue of Definitive Class X Certificates.

3.2 Transfer of Definitive Class X Certificates

(a) A Definitive Class X Certificate may be transferred in whole but not in part.

(b) All transfers of a Definitive Class X Certificate are subject to any restrictions on transfer set out in such Definitive Class X Certificate and the Transfer Restrictions.

4. STATUS AND RELATIONSHIP BETWEEN THE NOTES, THE CLASS X CERTIFICATES AND SECURITY

4.1 Status and relationship between the Notes and the Class X Certificates

(a) The Class X Certificates constitute (subject as provided in Class X Condition 13 (*Limit on Class X Certificateholder action, limited recourse and non-petition*)) unconditional, direct, secured and limited recourse obligations of the Issuer.

(b) The Class X Certificates are obligations solely of the Issuer and are not obligations of, or guaranteed by, any other entity or person.

(c) Prior to the occurrence of a Class X Trigger Event or delivery of a Note Acceleration Notice:

(i) payments of interest on the Class A Notes and Class X Distribution Amounts will rank *pari passu*, and in priority to payments of interest on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;

(ii) payments of interest on the Class B Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes and Class X Distribution Amounts, and in priority to payments of interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;

(iii) payments of interest on the Class C Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, Class X Distribution Amounts and interest on the Class B Notes, and in priority to payments of interest on the Class D Notes, the Class E Notes and the Class F Notes;

(iv) payments of interest on the Class D Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, Class X Distribution Amounts and interest on the Class B Notes and the Class C Notes, and in priority to payments of interest on the Class E Notes and the Class F Notes;

(v) payments of interest on the Class E Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, Class X Distribution Amounts and interest on the Class B Notes, the Class C Notes and the Class D Notes, and in priority to payments of interest on the Class F Notes; and

(vi) payments of interest on the Class F Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, Class X Distribution Amounts and interest on the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes,

and all such payments will rank in priority to payments of Note Excess Amounts which will rank subordinate thereto in the same order of priority with respect to each Class of the Notes.

(d) Following the occurrence of a Class X Trigger Event but prior to delivery of a Note Acceleration Notice:

(i) payments of interest on the Class A Notes will rank *pari passu*, but in priority to payments of interest on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and Class X Distribution Amounts;

(ii) payments of interest on the Class B Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, and in priority to payments of interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and Class X Distribution Amounts;

(iii) payments of interest on the Class C Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes and the Class B Notes, and in priority to payments of interest on the Class D Notes, the Class E Notes and the Class F Notes and Class X Distribution Amounts;

(iv) payments of interest on the Class D Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, the Class B Notes and the Class C Notes, and in priority to

payments of interest on the Class E Notes and the Class F Notes and Class X Distribution Amounts;

(v) payments of interest on the Class E Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, and in priority to payments of interest on the Class F Notes and Class X Distribution Amounts;

(vi) payments of interest on the Class F Notes will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, and in priority to payments of Class X Distribution Amounts; and

(vii) payments of the Class X Distribution Amounts will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes,

and all such payments (other than of Class X Distribution Amounts which will also rank subordinate to payments of Note Excess Amounts) will rank in priority to payments of Note Excess Amounts which will rank subordinate thereto in the same order of priority with respect to each Class of the Notes.

(e) Prior to the delivery of a Note Acceleration Notice, on each Note Payment Date and (following enforcement of the Issuer Security) on any other day that the Issuer Security Trustee (or the Issuer Cash Manager on its behalf) applies any monies and receipts received by the Issuer and/or the Issuer Security Trustee or a receiver appointed by it comprising Principal Available Funds, payments of principal of the Notes will be made in accordance with Condition 8.2 (*Mandatory redemption from Principal Available Funds*) of the Notes and will comprise the Class A Principal Payment Amount, the Class B Principal Payment Amount, the Class C Principal Payment Amount, the Class D Principal Payment Amount, the Class E Principal Payment Amount and the Class F Principal Payment Amount (as applicable) and together with any Allocated Note Prepayment Fee Amount in respect of the relevant Class of Notes will respectively comprise the Class A Payment Amount, the Class B Payment Amount, the Class C Payment Amount, the Class D Payment Amount, the Class E Payment Amount and the Class F Payment Amount (as applicable) and:

(i) payments of the Class A Payment Amount and, prior to a Class X Trigger Event, any Class X Prepayment Fee Amount will rank *pari passu*, but in priority to payments of the Class B Payment Amount, the Class C Payment Amount, the Class D Payment Amount, the Class E Payment Amount and the Class F Payment Amount and, following the occurrence of a Class X Trigger Event, any Class X Prepayment Fee Amount;

(ii) payments of the Class B Payment Amount will rank *pari passu*, but subordinate to payments of the Class A Payment Amount and, prior to a Class X Trigger Event, any Class X Prepayment Fee Amount, and in priority to payments of the Class C Payment Amount, the Class D Payment Amount, the Class E Payment Amount and the Class F Payment Amount and, following the occurrence of a Class X Trigger Event, any Class X Prepayment Fee Amount;

(iii) payments of the Class C Payment Amount will rank *pari passu*, but subordinate to payments of the Class A Payment Amount and, prior to a Class X Trigger Event, any Class X Prepayment Fee Amount and the Class B Payment Amount, and in priority to payments of the Class D Payment Amount, the Class E Payment Amount and the Class F Payment Amount and, following the occurrence of a Class X Trigger Event, any Class X Prepayment Fee Amount;

(iv) payments of the Class D Payment Amount will rank *pari passu*, but subordinate to payments of the Class A Payment Amount and, prior to a Class X Trigger Event, any Class X Prepayment Fee Amount and the Class B Payment Amount and the Class C Payment Amount, and in priority to payments of the Class E Payment Amount and the Class F Payment Amount and, following the occurrence of a Class X Trigger Event, any Class X Prepayment Fee Amount;

(v) payments of the Class E Payment Amount will rank *pari passu*, but subordinate to payments of the Class A Payment Amount and, prior to a Class X Trigger Event, any Class X

Prepayment Fee Amount and the Class B Payment Amount, the Class C Payment Amount and the Class D Payment Amount, and in priority to payments of the Class F Payment Amount and, following the occurrence of a Class X Trigger Event, any Class X Prepayment Fee Amount; and

(vi) payments of the Class F Payment Amount will rank *pari passu*, but subordinate to payments of the Class A Payment Amount and, prior to a Class X Trigger Event, any Class X Prepayment Fee Amount and the Class B Payment Amount, the Class C Payment Amount, the Class D Payment Amount and the Class E Payment Amount, and following the occurrence of a Class X Trigger Event, in priority to payments of any Class X Prepayment Fee Amount.

(f) Following the delivery of a Note Acceleration Notice:

(i) payments of interest on the Class A Notes and the Class A Final Payment Amount will rank *pari passu*, but in priority to payments of interest on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and the Class B Final Payment Amount, the Class C Final Payment Amount, the Class D Final Payment Amount, the Class E Final Payment Amount and the Class F Final Payment Amount and Class X Distribution Amounts;

(ii) payments of interest on the Class B Notes and the Class B Final Payment Amount will rank *pari passu*, but subordinate to payments of interest on the Class A Notes and the Class A Final Payment Amount, and in priority to payments of interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and the Class C Final Payment Amount, the Class D Final Payment Amount, the Class E Final Payment Amount and the Class F Final Payment Amount and Class X Distribution Amounts;

(iii) payments of interest on the Class C Notes and the Class C Final Payment Amount will rank *pari passu*, but subordinate to payments of interest on the Class A Notes and the Class B Notes and the Class A Final Payment Amount and the Class B Final Payment Amount, and in priority to payments of interest on the Class D Notes, the Class E Notes and the Class F Notes and the Class D Final Payment Amount, the Class E Final Payment Amount and the Class F Final Payment Amount and Class X Distribution Amounts;

(iv) payments of interest on the Class D Notes and the Class D Final Payment Amount will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, the Class B Notes and the Class C Notes and the Class A Final Payment Amount, the Class B Final Payment Amount and the Class C Final Payment Amount, and in priority to payments of interest on the Class E Notes and the Class F Notes and the Class E Final Payment Amount and the Class F Final Payment Amount and Class X Distribution Amounts;

(v) payments of interest on the Class E Notes and the Class E Final Payment Amount will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes and the Class A Final Payment Amount, the Class B Final Payment Amount, the Class C Final Payment Amount and the Class D Final Payment Amount, and in priority to payments of interest on the Class F Notes and the Class F Final Payment Amount and Class X Distribution Amounts;

(vi) payments of interest on the Class F Notes and the Class F Final Payment Amount will rank *pari passu*, but subordinate to payments of interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes and the Class A Final Payment Amount, the Class B Final Payment Amount, the Class C Final Payment Amount, the Class D Final Payment Amount and the Class E Final Payment Amount, and in priority to payments of Class X Distribution Amounts; and

(vii) payments of Class X Distribution Amounts will rank subordinate to payments of interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and the Class A Final Payment Amount, the Class B Final Payment Amount, the Class C Final Payment Amount, the Class D Final Payment Amount, the Class E Final Payment Amount and the Class F Final Payment Amount,

and all such payments (other than of Class X Distribution Amounts which will also rank subordinate to payments of Note Excess Amounts) will rank in priority to payments of Note Excess Amounts which will rank subordinate thereto in the same order of priority with respect to each Class of the Notes.

(g) Nothing in the Note Trust Deed or the Class X Certificates shall be construed as giving rise to any relationship of agency or partnership between the Class X Certificateholders and any other person and each Class X Certificateholder shall be acting entirely for its own account in exercising its rights under the Note Trust Deed or the Class X Certificates.

4.2 Security

(a) As security for its obligations under, *inter alia*, the Notes and the Class X Certificates, the Issuer has granted the following security (the **Issuer Security**) in favour of the Issuer Security Trustee on trust for itself (and any appointee including any receiver appointed by it), the Noteholders, the Class X Certificateholders, the Note Trustee (and any appointee appointed by it), the Servicer, the Special Servicer, the Issuer Cash Manager, the Issuer Account Bank, the Agent Bank, the Principal Paying Agent, any Paying Agent, the Registrar, the Corporate Services Provider and the Liquidity Facility Provider (the Issuer Security Trustee and all of such persons and any other persons acceding to the Issuer Deed of Charge as a beneficiary from time to time being collectively, the **Issuer Secured Creditors**) pursuant to the Issuer Deed of Charge. The Issuer Security includes the following:

(i) an assignment of (or, to the extent not assignable, a charge by way of a first fixed charge over) the Issuer's rights in respect of the Issuer Charged Documents;

(ii) an assignment of (or, to the extent not assignable, a charge by way of a first fixed charge over) the Issuer's rights in respect of any amount standing from time to time to the credit of the Issuer Accounts;

(iii) a first fixed charge over the Issuer's rights in respect of all shares, stocks, debentures, bonds or other securities and investments owned by it or held by a nominee on its behalf; and

(iv) a first floating charge over (A) all of the Issuer's assets (other than those subject to the fixed charges or assigned as set out in paragraphs (i) to (iii) above) and (B) all of the Issuer's assets (if any) located in Scotland or otherwise governed by Scots law.

(b) The Noteholders and the Class X Certificateholders and the other Issuer Secured Creditors will share in the benefit of the Issuer Security, upon and subject to the terms and conditions of the Issuer Deed of Charge.

4.3 Restrictions on disposal of Issuer Security

(a) The Issuer Deed of Charge contains provisions regulating the priority of application of the Issuer Security (and the proceeds thereof) by the Issuer Cash Manager among the persons entitled thereto prior to the service of a Note Acceleration Notice and/or enforcement of the Issuer Security and by the Issuer Security Trustee (or, if applicable, the Issuer Cash Manager on its behalf) after the service of a Note Acceleration Notice and/or enforcement of the Issuer Security.

(b) If the Issuer Security has become enforceable otherwise than by reason of a default in payment of any amount due on the Notes, the Issuer Security Trustee will not be entitled to dispose of the undertaking, property or assets secured under the Issuer Security or any part thereof or otherwise realise the Issuer Security unless:

(i) a sufficient amount would be realised to allow discharge in full of all amounts owing to the Noteholders and any amounts required under the Issuer Deed of Charge to be paid *pari passu* with, or in priority to, the Notes;

(ii) the Issuer Security Trustee is of the opinion, which shall be binding on the Noteholders and the Class X Certificateholders and the other Issuer Secured Creditors, reached after considering at any time and from time to time the advice of such professional advisers as may be selected by the Issuer Security Trustee (at the cost of the Issuer), upon which the Issuer Security Trustee shall be entitled to rely without liability, that the cashflow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient,

having regard to any other actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing to (A) the Noteholders and any amounts required under the Issuer Deed of Charge to be paid *pari passu* with, or in priority to, the Notes and (B) once all the Noteholders (and all such higher ranking persons) have been repaid, to the remaining Issuer Secured Creditors in the order of priority set out in the Post-Acceleration Priority of Payments; or

(iii) the Issuer Security Trustee considers, in its discretion, that to not effect such disposal or realisation would place the Issuer Security in jeopardy,

and, in each case, the Issuer Security Trustee has been indemnified and/or secured and/or pre-funded to its satisfaction.

(c) Security interests created pursuant to the Issuer Deed of Charge will be released in, among others, the following circumstances:

(i) all amounts which the Issuer Cash Manager, on behalf of the Issuer and the Issuer Security Trustee (if applicable), is permitted to withdraw from the relevant Issuer Account(s), in accordance with the Issuer Deed of Charge, any such release to take effect immediately upon the relevant withdrawal being made; or

(ii) a sale of the Securitised Loan and any Loan Security pertaining to it by the Special Servicer pursuant to the Servicing Agreement.

5. COVENANTS

5.1 Restrictions

(a) The Issuer has given certain covenants to the Note Trustee and the Issuer Security Trustee in the Note Trust Deed and the Issuer Deed of Charge, respectively. In particular, save with the prior written consent of the Note Trustee or the Issuer Security Trustee, as applicable, or unless otherwise permitted under the Conditions and these Class X Conditions or the Issuer Transaction Documents, the Issuer shall not, so long as any Note or Class X Certificate remains outstanding:

(i) **Negative pledge**: create or permit to subsist any encumbrance (unless arising by operation of law or permitted under any of the Issuer Transaction Documents) or other security interest whatsoever over any of its assets or undertaking;

(ii) **Restrictions on activities**: (A) engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities in which the Issuer Transaction Documents provide or envisage that the Issuer will engage; or (B) have any subsidiaries (as defined in the Companies Act 2006), any subsidiary undertakings (as defined in the Companies Act 2006) or any employees or premises;

(iii) **Disposal of assets**: transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of its assets or undertakings or any interest, estate, right, title or benefit therein;

(iv) **Dividends or distributions**: pay any dividend or make any other distribution to its shareholders or issue any further shares;

(v) **Indebtedness**: incur any financial indebtedness or give any guarantee in respect of any financial indebtedness or of any other obligation of any person;

(vi) **Merger**: consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any other person;

(vii) **No modification or waiver**: permit any of the Issuer Transaction Documents to which it is a party to become invalid or ineffective or permit the priority of the security interests created or evidenced thereby or pursuant thereto to be varied or agree to any modification of, or grant any consent, approval, authorisation or waiver pursuant to, or in connection with, any of the Issuer Transaction Documents to which it is a party or permit any party to any of the Issuer

Transaction Documents to which it is a party to be released from its obligations or exercise any right to terminate any of the Issuer Transaction Documents to which it is a party (in each case, without prejudice to the Servicing Agreement and the express provisions of the Issuer Transaction Documents);

(viii) **Bank accounts**: have an interest in any bank account other than the Issuer Accounts, unless such account or interest therein is charged to the Issuer Security Trustee on terms acceptable to it;

(ix) **Assets**: own assets other than those representing its share capital, the proceeds of the Issuer's Profit and any interest thereon, any tax refund, the funds arising from the issue of the Notes, the property, rights and assets secured by the Issuer Security and associated and ancillary rights and interests thereto, the benefit of the Issuer Transaction Documents and any investments and other rights or interests created or acquired thereunder, as all of the same may vary from time to time;

(x) **Corporation tax**: prejudice its eligibility for its corporation tax liability to be calculated in accordance with regulation 14 of the Taxation of Securitisation Companies Regulations 2006; and

(xi) **VAT**: apply to become part of any group for the purposes of sections 43 to 43D of the Value Added Tax Act 1994 and the VAT (Groups: eligibility) Order (S.I. 2004/1931) with any other company or group of companies, or such act, regulation, order, statutory instrument or directive which may from time to time re-enact, replace, amend, vary, codify, consolidate or repeal any of the same.

(b) In giving any consent to the foregoing, the Note Trustee or the Issuer Security Trustee (as applicable) may require the Issuer to make such modifications or additions to the provisions of any of the Issuer Transaction Documents or may impose such other conditions or requirements as the Note Trustee or the Issuer Security Trustee (as applicable) may deem expedient (in its absolute discretion) in the interests of the Noteholders or the Issuer Secured Creditors (as applicable) but subject to the terms of the Issuer Transaction Documents.

5.2 Undertakings

Unless otherwise permitted under any of the Issuer Transaction Documents, the Issuer shall, so long as any Note or Class X Certificate remains outstanding:

(a) at all times carry on and conduct its affairs in a proper and efficient manner;

(b) cause to be prepared and certified by its auditors in respect of each financial accounting period accounts in such form as will comply with all relevant legal and accounting requirements and all requirements for the time being of the Central Bank of Ireland and the Irish Stock Exchange;

(c) at all times keep proper books of account and allow:

(i) the Note Trustee and any person appointed by the Note Trustee to whom the Issuer shall have no reasonable objection; and/or

(ii) the Issuer Security Trustee and any person appointed by the Issuer Security Trustee to whom the Issuer shall have no reasonable objection,

free access to such books of account at all reasonable times during normal business hours;

(d) send to the Note Trustee and the Issuer Security Trustee (in addition to any copies to which it may be entitled as a holder of any securities of the Issuer) two copies in English of every balance sheet, profit and loss account, report, circular and notice of general meeting and every other document issued or sent to its shareholders together with any of the foregoing, and every document issued or sent to holders of securities other than its shareholders (including the Noteholders and the Class X Certificateholders) as soon as practicable after the issue or publication thereof;

(e) forthwith give notice in writing to the Note Trustee and the Issuer Security Trustee of the occurrence of any Note Event of Default or Potential Note Event of Default;

(f) give to the Note Trustee and the Issuer Security Trustee:

(i) within seven days after demand by the Note Trustee or the Issuer Security Trustee therefor; and

(ii) (without the necessity for any such demand) promptly after the publication of its audited accounts in respect of each financial period commencing with the financial period ending 30 June 2016 and in any event not later than 180 days after the end of each such financial period,

a certificate signed by two directors of the Issuer to the effect that as at a date not more than seven days before delivering such certificate (the **certification date**) there did not exist and had not existed since the certification date of the previous certificate (or, in the case of the first such certificate, the date hereof) any Note Event of Default or Potential Note Event of Default (or if such exists or existed specifying the same) and that during the period from (and including) the certification date of the last such certificate (or, in the case of the first such certificate, the date hereof) to (and including) the certification date of such certificate the Issuer has complied with all its obligations contained in the Note Trust Deed and the other Issuer Transaction Documents or (if such is not the case) specifying the respects in which it has not complied;

(g) comply with and perform all its obligations under each Issuer Transaction Document and not make any amendment or modification thereto without the prior written approval of the Note Trustee and the Issuer Security Trustee (save as otherwise set out in the Issuer Transaction Documents);

(h) at all times use all reasonable endeavours to minimise taxes and any other costs arising in connection with its payment obligations in respect of the Notes and the Class X Certificates;

(i) procure that there is at all times a Servicer appointed in accordance with the provisions of the Servicing Agreement;

(j) procure that there is at all times a Special Servicer appointed in accordance with the provisions of the Servicing Agreement;

(k) procure that there is at all times an Issuer Cash Manager appointed in accordance with the provisions of the Issuer Cash Management Agreement;

(l) give or procure to be given to the Note Trustee and the Issuer Security Trustee (as applicable) such opinions, certificates, information and evidence as it shall require and in such form as it shall require (including, without limitation, the procurement by the Issuer of all such certificates called for by the Issuer Security Trustee pursuant to the Issuer Deed of Charge) for the purpose of the discharge or exercise of the rights, duties, trusts, powers, authorities and discretions vested in it under the Note Trust Deed and the Issuer Deed of Charge (as applicable) or any other Issuer Transaction Document or by operation of law;

(m) maintain its books and records, accounts and financial statements separate from any other person or entity and use separate stationery, invoices and cheques;

(n) hold itself out as a separate entity, conduct its business in its own name and maintain an arm's length relationship with its affiliates (if any);

(o) pay its own liabilities out of its own funds;

(p) not commingle its assets with those of any other entity; and

(q) observe all formalities required by its memorandum and articles of association (including maintaining adequate capital for its operations).

5.3 Issuer Transaction Documents

The Issuer will provide the Principal Paying Agent with copies of the Note Trust Deed, the Agency Agreement, the Issuer Deed of Charge, the Master Definitions Schedule, the Servicing Agreement, the Issuer Cash Management Agreement, the Issuer Account Bank Agreement, the Corporate Services Agreement, the Facility Agreement and any amendments thereto.

5.4 Cash Manager, Servicer and Special Servicer

Neither the Issuer Cash Manager nor the Servicer nor the Special Servicer will be permitted to terminate its appointment unless a replacement cash manager or servicer or special servicer, as the case may be, has been appointed in accordance with the terms of the Issuer Cash Management Agreement and the Servicing Agreement, respectively.

6. DISTRIBUTIONS

6.1 Class X Distribution Amounts and Class X Prepayment Fee Amounts

(a) Each Class X Certificate represents an entitlement to receive the Class X Distribution Amounts and the Class X Prepayment Fee Amounts (as applicable), (in the case of the Class X1 Certificates) for each Note Interest Period commencing with the first Note Interest Period commencing on (and including) the Closing Date to (and including) the Note Interest Period ending on (but excluding) the Note Payment Date occurring in May 2016 and (in the case of the Class X2 Certificate) for each Note Interest Period commencing with the Note Interest Period commencing on (and including) the Note Payment Date occurring in May 2016 to the Note Interest Period ending on (but excluding) the date that the Notes are redeemed in full.

(b) Following the redemption in full of the Notes and/or enforcement or realisation of the Issuer Security and distribution of its proceeds in accordance with the applicable Issuer Priority of Payments, no further Class X Distribution Amounts or Class X Prepayment Fee Amounts will be payable by the Issuer and the Class X Certificates shall be cancelled.

6.2 Note Payment Dates

(a) The Class X Distribution Amounts and the Class X Prepayment Fee Amounts (as applicable) are payable on the Class X Certificates quarterly in arrears on 20 February, 20 May, 20 August and 20 November in each year (or, if such day is not a Business Day, the next following Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not)) (each, a **Note Payment Date**) in respect of the Note Interest Period ending immediately prior thereto. The first Note Payment Date in respect of each Class of Class X Certificates is the Note Payment Date falling in August 2015 in respect of the period from (and including) the Closing Date to (but excluding) that Note Payment Date.

(b) In these Class X Conditions, **Note Interest Period** shall mean the period from (and including) a Note Payment Date to (but excluding) the next following Note Payment Date *provided that* the first Note Interest Period shall be the period from (and including) the Closing Date to (but excluding) the Note Payment Date falling in August 2015.

6.3 Determination of Class X Distribution Amounts and Class X Prepayment Fee Amounts

The Issuer Cash Manager shall notify the Issuer, the Note Trustee, the Paying Agents and each of the Clearing Systems in writing on, (a) each Calculation Date, of the Class X Distribution Amount and the Class X Prepayment Fee Amount (as applicable) in respect of the relevant Class of the Class X Certificates, each for the Note Interest Period within which such Calculation Date falls and payable on the immediately following Note Payment Date, and, (b) any other date following the service of a Note Acceleration Notice and/or enforcement of the Issuer Security that any such payments are made, of the amounts thereof.

6.4 Publication of Class X Distribution Amounts and Class X Prepayment Fee Amounts

(a) As soon as practicable after receiving notification thereof, the Issuer will cause notice of the Class X Distribution Amount and the Class X Prepayment Fee Amount (as applicable) for the relevant Class of

the Class X Certificates for each Note Interest Period and the Note Payment Date in respect thereof to be given to the relevant Class of Class X Certificateholders in accordance with Class X Condition 18 (*Notice to Class X Certificateholders*).

(b) The Class X Distribution Amount and the Class X Prepayment Fee Amount (as applicable) and the Note Payment Dates so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of any extension or shortening of the relevant Note Interest Period.

6.5 Determination and/or calculation by the Note Trustee

If the Issuer Cash Manager does not at any time for any reason determine the Class X Distribution Amount and/or the Class X Prepayment Fee Amount (as applicable), the Note Trustee shall (or shall appoint an agent at the cost of the Issuer on its behalf to do so) to determine the Class X Distribution Amount and/or the Class X Prepayment Fee Amount and any such determination shall be deemed to have been made by the Issuer Cash Manager.

6.6 Notifications to be final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Class X Condition, whether by the Issuer Cash Manager or the Note Trustee shall (in the absence of manifest error) be binding on the Issuer, the Note Trustee, the Servicer, the Special Servicer, the Issuer Cash Manager, the Paying Agents and all Class X Certificateholders and (in the absence of wilful default) no liability to the Class X Certificateholders shall attach to the Issuer, the Issuer Cash Manager or the Note Trustee in connection with the exercise or non-exercise by them or any of them of their powers, duties and discretions hereunder.

7. PAYMENTS

7.1 Global Class X Certificates

(a) Payment of Class X Distribution Amounts and Class X Prepayment Fee Amounts (as applicable) will be made by transfer to the registered account of the Class X Certificateholder. Subject to Class X Condition 3 (*Definitive Class X Certificates*), the Class X Distribution Amount and the Class X Prepayment Fee Amount (as applicable) due on a Note Payment Date will be paid to the holder (or the first named if joint holders) shown on the Class X Register at the close of business on the date (the **Record Date**), being, in the case of Global Class X Certificates, the Business Day and, in the case of Definitive Class X Certificates, the fifteenth Business Day before the due date for such payment.

(b) For the purposes of this Class X Condition, a Class X Certificateholder's registered account means the sterling account maintained by or on behalf of it with a bank that processes payments in sterling, details of which appear on the register of Class X Certificateholders at the close of business, in the case of any Class X Distribution Amount and Class X Prepayment Fee Amount (as applicable) due otherwise than on a Note Payment Date, on the second Business Day (as defined below) before the due date for payment and, in the case of any Class X Distribution Amount or Class X Prepayment Fee Amount (as applicable) due on a Note Payment Date, on the relevant Record Date, and a Class X Certificateholder's registered address means its address appearing on the register of Class X Certificateholders at that time.

7.2 Definitive Class X Certificates

Payments of Class X Distribution Amounts and Class X Prepayment Fee Amounts (as applicable) (except where, after such payment, there will be no further payments of such amounts, in which case the relevant final payment of such Class X Distribution Amount and Class X Prepayment Fee Amount (as applicable) will be made against surrender of such Class X Certificate) will be made on the relevant Note Payment Date to the holder of a Definitive Class X Certificate as at the Record Date for payment in respect of such Definitive Class X Certificate or by transfer to a sterling denominated account nominated in writing by the payee to the Registrar not later than the due date for such payment. Any such application for transfer to such account shall be deemed to relate to all future payments in respect of such Definitive Class X Certificate until such time as the Registrar is notified in writing to the contrary by the holder thereof. If any payment due in respect of any Definitive Class X Certificate is not paid in full, the Registrar will annotate the Class X Register with a record of the amount, if any, so paid.

7.3 Method of Payment

Payments will be made by credit or transfer to an account in sterling maintained by the payee with a bank in London.

7.4 Payments subject to applicable Laws

Payments of Class X Distribution Amounts and Class X Prepayment Fee Amounts (as applicable) are subject, in all cases, to (a) any fiscal or other laws and regulations applicable in the place of payment and (b) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **U.S. Tax Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Tax Code, any regulations or agreements thereunder, official interpretations thereof or any law implementing an intergovernmental approach thereto.

7.5 Payment on Business Days

(a) Where payment is to be made by transfer to a registered account, payment instructions (for value the due date or, if that is not a Business Day, for value the first following day which is a Business Day) will be initiated on each Note Payment Date or, in the case of a payment of any Class X Distribution Amount or Class X Prepayment Fee Amount (as applicable) due otherwise than on a Note Payment Date, if later, on the Business Day on which the relevant Global Class X Certificate is surrendered at the specified office of a Paying Agent.

(b) Class X Certificateholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due if the due date is not a Business Day or if the Class X Certificateholder is late in surrendering its Global Class X Certificate (if required to do so).

7.6 Incorrect payments

(a) The Issuer Cash Manager will (on behalf of and at the expense of the Issuer), from time to time, notify Class X Certificateholders in accordance with the terms of Class X Condition 18 (*Notice to Class X Certificateholders*) of any over-payment or under-payment of which it has actual notice made on any Note Payment Date to any party entitled to the same pursuant to the Pre-Acceleration Interest Priority of Payments or the Pre-Acceleration Principal Priority of Payments.

(b) Following the giving of such a notice, the Issuer Cash Manager shall rectify such over-payment or under-payment by increasing or, as the case may be, decreasing payments to the relevant parties on any subsequent Note Payment Date. Any notice of over-payment or under-payment pursuant to this Class X Condition shall contain reasonable details of the amount of the same, the relevant parties and the adjustments to be made to future payments to rectify the same. Neither the Issuer nor the Issuer Cash Manager shall have any liability to any person for making any such correction.

7.7 Initial Paying Agents and Registrar

(a) The initial Principal Paying Agent is Elavon Financial Services Limited, UK Branch, acting through its UK Branch at its offices at 125 Old Broad Street, London EC2N 1AR, United Kingdom. The initial Registrar is Elavon Financial Services Limited at its offices at Block E, Cherry Wood Business Park, Louglinstown, Dublin, Ireland. The Issuer reserves the right, subject to the prior written approval of the Note Trustee, at any time to vary or terminate the appointment of any Paying Agent and the Registrar and to appoint additional or other agents provided that:

(i) there will at all times be a person appointed to perform the obligations of the Principal Paying Agent;

(ii) there will at all times be at least one Paying Agent (which may be the Principal Paying Agent) having its specified office in such place as may be required by the rules and regulations of the relevant stock exchange and competent authority;

(iii) the Issuer undertakes that it will ensure that it maintains a Paying Agent in a member state of the European Union that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; and

(iv) the Issuer shall not appoint a Paying Agent located in Ireland if to do so would require the Issuer to make withholding or deduction in respect of Irish Taxes from payments made in respect of the Class X Certificates.

(b) The Issuer will cause at least 30 days' notice of any change in or addition to the Paying Agents or the Registrar or their specified offices to be given to the Class X Certificateholders in accordance with Class X Condition 18 (*Notice to Class X Certificateholders*).

8. NO PURCHASE BY ISSUER

The Issuer will not purchase any of the Class X Certificates.

9. TAXATION

(a) Subject to paragraph (b) below, all payments in respect of the Class X Certificates by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (**Taxes**), unless the Issuer or any relevant Paying Agent is required by applicable law in any jurisdiction to make any payment in respect of the Class X Certificates subject to any such withholding or deduction. In that event, the Issuer or, as the case may be, the relevant Paying Agent shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities for the amount required to be withheld or deducted. Neither the Issuer nor any Paying Agent shall be obliged to make any additional payments to Class X Certificateholders in respect of such withholding or deduction on account of Taxes.

(b) The Issuer shall be entitled (but not required) to withhold or deduct amounts for or on account of United Kingdom income tax from payments in respect of the Class X Certificates until it receives confirmation from HMRC that such payments can be made without withholding or deduction for or on account of United Kingdom income tax. The Issuer shall take reasonable measures available to it to obtain such confirmation. Neither the Issuer nor any Paying Agent shall be obliged to make any additional payments to Class X Certificateholders in respect of any such withholding or deduction.

10. PRESCRIPTION

(a) Claims in respect of distributions under the Class X Certificates will be prescribed after five years (in the case of Class X Distribution Amounts) and 10 years (in the case of Class X Prepayment Fee Amounts) from the relevant date in respect of the relevant payment.

(b) In this Class X Condition, the **relevant date**, in respect of a payment, means the date on which such payment first becomes due or (if the full amount of the monies payable on that date has not been duly received by the relevant Paying Agent or the Note Trustee on or prior to such date) the date on which the full amount of such monies has been so received and notice to that effect is duly given to the relevant Class X Certificateholders in accordance with Class X Condition 18 (*Notice to Class X Certificateholders*).

11. NOTE EVENTS OF DEFAULT AND ACCELERATION

11.1 Note Events of Default

The Note Trustee at its absolute discretion may, and shall, (in all cases subject to the Note Trustee being indemnified and/or secured and/or pre-funded to its satisfaction) give a Note Acceleration Notice to the Issuer and the Issuer Security Trustee declaring all the Notes to be immediately due and repayable at their respective Principal Amount Outstanding together with accrued interest and Note Excess Amounts (including, where applicable, Deferred Interest and Deferred Note Excess Amounts and other accrued and unpaid amounts) as provided in Condition 11.1 (*Note Events of Default*) of the Notes and the Note Trust Deed, if any Note Event of Default (as defined in Condition 11.1 (*Note Events of Default*) of the Notes) occurs.

11.2 Issuer Security enforceable

Upon the occurrence of a Note Event of Default, the Issuer Security will become enforceable.

11.3 Effect of Note Acceleration Notice

Upon the service of a Note Acceleration Notice in accordance with Condition 11.1 (*Note Events of Default*) of the Notes all Classes of the Notes then outstanding shall thereby immediately become due and repayable at their respective Principal Amounts Outstanding together with accrued interest (including, where applicable, Deferred Interest and Deferred Note Excess Amounts) and other accrued but unpaid amounts as provided in the Note Trust Deed.

12. ENFORCEMENT

The Note Trustee may, at any time, at its discretion and without notice, take such action under or in connection with any of the Issuer Transaction Documents as it may think fit (including, without limitation, directing the Issuer Security Trustee to take any action under or in connection with any of the Issuer Transaction Documents or, after the occurrence of a Note Event of Default, to take steps to enforce the Issuer Security) as more fully provided in Condition 12 (*Enforcement*) of the Notes and the Issuer Deed of Charge.

13. LIMIT ON CLASS X CERTIFICATEHOLDER ACTION, LIMITED RECOURSE AND NON-PETITION

(a) No Class X Certificateholder shall be entitled to proceed directly against the Issuer or any other Issuer Secured Creditor or any other party to any of the Issuer Transaction Documents to seek to enforce the Issuer Security or to enforce the performance of any of the provisions of the Issuer Transaction Documents and/or to take proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer, except if the Note Trustee or the Issuer Security Trustee, as the case may be, having become bound to do so, fails to do so within a reasonable period and such failure shall be continuing, provided that no Class X Certificateholder shall be entitled to petition or take any action or other steps or legal proceedings for the winding up, administration, dissolution, court protection, reorganisation, receivership, liquidation, bankruptcy or other insolvency proceeding of the Issuer or for the appointment of an administrator, manager, receiver, receiver manager, administrative receiver, trustee, liquidator, sequestrator or similar officer in respect of the Issuer or any of its revenues or assets. Any proceeds received by a Class X Certificateholder pursuant to any such proceedings brought by a Class X Certificateholder shall be paid promptly following receipt thereof to the Note Trustee for application pursuant to the Note Trust Deed.

(b) While there are Class X Certificates outstanding, the Issuer Security Trustee will not be required to enforce the Issuer Security at the request of any Issuer Secured Creditor other than the Note Trustee.

(c) If on enforcement or realisation of the Issuer Security and distribution of its proceeds in accordance with the applicable Issuer Priority of Payments there are insufficient amounts available to pay in full amounts outstanding under the Class X Certificates (including, for the avoidance of doubt, payments of Class X Distribution Amounts and Class X Prepayment Fee Amounts (as applicable)) or the Notes or the Issuer Transaction Documents, none of the Class X Certificateholders, the Noteholders, the Note Trustee, the Issuer Security Trustee or the other Issuer Secured Creditors may take any further steps against the Issuer in respect of any such amounts and such amounts shall be deemed to be discharged in full and all claims against the Issuer in respect of those payment of such amounts will be extinguished and discharged.

(d) Subject to the Issuer Security Trustee's rights and powers under the Issuer Deed of Charge, none of the Note Trustee, the Issuer Security Trustee, the Noteholders, the Class X Certificateholders or the other Issuer Secured Creditors will be entitled to petition or take any action or other steps or legal proceedings for the winding-up, administration, dissolution, court protection, reorganisation, receivership, liquidation, bankruptcy or insolvency of the Issuer or for the appointment of an administrator, manager, receiver, receiver manager, administrative receiver, trustee, liquidator, sequestrator or similar officer in respect of the Issuer or any of its revenues or assets, provided that the Note Trustee or the Issuer Security Trustee may prove or lodge a claim in the liquidation of the Issuer initiated by another party and provided further that the Note Trustee or the Issuer Security Trustee may take proceedings to obtain a declaration or similar judgment or order as to the obligations and liabilities of the Issuer under the Issuer Deed of Charge and the other Issuer Transaction Documents.

(e) None of the Noteholders or the Class X Certificateholders or the other Issuer Secured Creditors will have any recourse against any director, shareholder or officer of the Issuer in respect of any obligations, covenant or agreement entered into or made by the Issuer pursuant to the terms of the Notes, the Class X Certificates, the Note Trust Deed, the Issuer Deed of Charge or any other Issuer Transaction Document to which it is a party or any notice or documents which it is requested to deliver hereunder or thereunder.

(f) Nothing in this Class X Condition shall affect a payment under the Class X Certificates from falling due for the purposes of Condition 11 (*Note Events of Default and Acceleration*) of the Notes.

14. NOTE MATURITY PLAN

(a) If the Securitised Loan remains outstanding on the date which is six months prior to the Final Note Maturity Date and, in the opinion of the Special Servicer, all recoveries then anticipated by the Special Servicer with respect to the Securitised Loan (whether by enforcement of the related Loan Security or otherwise) are unlikely to be realised in full prior to the Final Note Maturity Date, the Special Servicer will be required to prepare a draft Note Maturity Plan for discussion at a meeting of the Noteholders and a final Note Maturity Plan with options for approval of the Noteholders of the Most Senior Class of Notes then outstanding by way of Ordinary Resolution as more fully described in Condition 14 (*Note Maturity Plan*) of the Notes.

(b) If a proposal in the final Note Maturity Plan receives the approval of the Noteholders of the Most Senior Class of Notes then outstanding by way of Ordinary Resolution at such meeting, then such proposal will be implemented by the Special Servicer. If no proposal in the final Note Maturity Plan receives the approval of the Noteholders of the Most Senior Class of Notes then outstanding by way of Ordinary Resolution at such meeting, then the Issuer Security Trustee will be deemed to be directed by all of the Noteholders to appoint a receiver (to the extent applicable) to realise the Issuer Security in accordance with the Issuer Deed of Charge as soon as practicable upon such right becoming exercisable, provided that the Issuer Security Trustee will have no obligation to do so if it shall not have been indemnified and/or secured and/or pre-funded to its satisfaction.

15. CLASS X EXTRAORDINARY RESOLUTIONS OF CLASS X CERTIFICATEHOLDERS, MODIFICATION AND WAIVER, SUBSTITUTION AND TERMINATION OF ISSUER RELATED PARTIES

15.1 Meeting of Class X Certificateholders

(a) The Note Trust Deed contains provisions for convening meetings of either Class or both Classes of the Class X Certificateholders to provide their consent by Class X Extraordinary Resolution in relation to Class X Entrenched Rights and (if no Notes remain outstanding) to consider any other matters affecting their interests including the sanctioning by Class X Extraordinary Resolution of, among other things, the removal of the Note Trustee, the Issuer Security Trustee, the Servicer and the Special Servicer and a modification of the Note Trust Deed or any of the other Issuer Transaction Documents.

(b) These provisions allow the Issuer (or the Issuer Cash Manager on its behalf), the Note Trustee, the Servicer or the Special Servicer to convene (or require the Issuer to convene) Class X Certificateholder meetings for the purpose of considering giving consent by Class X Extraordinary Resolution in relation to Class X Entrenched Rights and (if no Notes remain outstanding) any purpose including consideration of Extraordinary Resolutions and provided that at least 14 clear days' (or, in the case of an adjourned meeting, at least seven clear days') notice of such meeting be given to Class X Certificateholders in accordance with Class X Condition 18 (*Notice to Class X Certificateholders*).

15.2 Quorum at Class X Certificateholder's meeting

The quorum at any meeting of either Class of Class X Certificateholders for passing a Class X Extraordinary Resolution will be the person present holding the Class X Certificate outstanding of the relevant Class or holding a voting certificate in respect thereof or being a proxy representing the Class X Certificate outstanding of the relevant Class.

15.3 Class X Extraordinary Resolution

A Class X Extraordinary Resolution which, in the opinion of the Note Trustee:

(a) affects the interests of the holder of one Class of the Class X Certificates only shall be deemed to have been duly passed if duly passed at a separate meeting of the holder of that Class of the Class X Certificates; or

(b) affects the interests of the holders of both Classes of the Class X Certificates shall be deemed to have been duly passed if duly passed at separate meetings of the holders of both Classes of the Class X Certificates.

15.4 Class X Entrenched Rights

The Note Trustee may not and cannot direct the Issuer Security Trustee to do anything that would have the effect of sanctioning:

(a) a modification of the date of final payment under either Class of Class X Certificate;

(b) a modification of the definition of Class X Distribution Amount, the definition of Class X Prepayment Fee Amount or any of the definitions for terms applicable to the determination of such amounts;

(c) a change in any Class X Distribution Amount (other than as a result of a change in any of the amounts used to calculate such amount in accordance with the terms of the Issuer Transaction Documents) or Class X Prepayment Fee Amount (as applicable) payable in respect of either Class of Class X Certificate;

(d) a modification of the method of calculating the amount payable or the date of payment in respect of any Class X Distribution Amount or Class X Prepayment Fee Amount (as applicable) in respect of either Class of Class X Certificate;

(e) any alteration of the currency of payment of any Class X Distribution Amount or Class X Prepayment Fee Amount (as applicable) in respect of either Class of Class X Certificate;

(f) a modification or waiver which would result in a reduction in interest (including, without limitation, margin) payable in respect of the Securitised Loan, a change to the determination or adjustment of interest periods under the Securitised Loan or a reduction in the prepayment fees payable in respect of the Securitised Loan (in each case other than pursuant to the Margin Letter (in the form in force as at the Closing Date));

(g) a release of the Issuer Security other than in accordance with the provisions of the Issuer Transaction Documents;

(h) a modification to any Issuer Priority of Payments; or

(i) a modification of the definition of Class X Entrenched Rights,

(in each case except where included in the final Note Maturity Plan delivered to the Noteholders pursuant to Condition 14 (*Note Maturity Plan*) of the Notes and approved by the Noteholders of the Most Senior Class of the Notes then outstanding by way of Ordinary Resolution in accordance with Condition 14 (*Note Maturity Plan*) of the Notes) (each, a **Class X Entrenched Right**), unless the Note Trustee has received consent by way of Class X Extraordinary Resolution duly passed at separate meetings (or by separate Class X Written Extraordinary Resolutions) of each affected Class of Class X Certificateholders.

15.5 Disenfranchised Holder

For the purposes of determining: (a) the right to attend and vote and the quorum required at any meeting of a Class X Certificateholder considering a Class X Extraordinary Resolution; (b) the holding of a Class X Certificate for the purpose of giving any direction or making any request of the Note Trustee (or any other party); or (c) the voting, objecting or directing rights attaching to a Class X

Certificate, any Class X Certificate held by or on behalf of or for the benefit of (or in relation to which the exercise of the right to vote is directed or otherwise controlled by) (i) the Issuer or the Issuer Holdco, (ii) Holdco, any Obligor or their respective Affiliates or (iii) the Sponsor or any Sponsor Affiliate (each such person falling within (i), (ii) or (iii) above a **Disenfranchised Holder**) shall be deemed not to remain outstanding and shall not be counted in or towards any required quorum or holding.

For these purposes:

Sponsor means any fund and/or other entity managed, advised, owned and/or controlled by The Blackstone Group L.P. and/or any of its Affiliates.

Sponsor Affiliate means any Affiliate of a Sponsor, any trust of which a Sponsor or any of its Affiliates is a trustee, any partnership of which a Sponsor or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, a Sponsor or any of its Affiliates.

15.6 Class X Written Extraordinary Resolution

(a) The Note Trust Deed provides for Class X Certificateholders (or Class X Certificateholders of the relevant Class) to determine certain matters which could be determined by Class X Extraordinary Resolution passed at a meeting duly convened and held to be determined instead by a Class X Written Extraordinary Resolution passed by that holder.

(b) A Class X Written Extraordinary Resolution has the same effect as a Class X Extraordinary Resolution.

15.7 Type of resolution

Other than in respect of any Class X Entrenched Right requiring consent by Class X Extraordinary Resolution, Class X Certificateholders have no other voting rights unless no Notes remain outstanding.

15.8 Modifications and waivers

(a) The Note Trustee may agree or may direct the Issuer Security Trustee to agree, without the consent of the Noteholders of any Class (but without prejudice to Condition 15.13 (*Direction of Most Senior Class of Noteholders*) of the Notes) or the Class X Certificateholders of either Class or any other Issuer Secured Creditors:

(i) to any modification (except a Basic Terms Modification and without prejudice to Class X Entrenched Rights) of the Notes, the Class X Certificates, the Note Trust Deed (including the Conditions and these Class X Conditions) or any of the other Issuer Transaction Documents which, in the opinion of the Note Trustee, is not materially prejudicial to the interests of the holders of any Class of Notes (or, if no Notes remain outstanding, the holders of either Class of the Class X Certificates); or

(ii) to any modification of the Notes, the Class X Certificates, the Note Trust Deed (including the Conditions and these Class X Conditions) or any of the other Issuer Transaction Documents which, in the opinion of the Note Trustee, is:

(A) to correct a manifest error or an error proven to the satisfaction of the Note Trustee; or

(B) of a formal, minor or technical nature.

(b) The Note Trustee may also, without the consent or sanction of the Noteholders of any Class (but without prejudice to a Basic Terms Modification, a direction given under Condition 15.13 (*Direction of Most Senior Class of Noteholders*) or Condition 11 (*Note Events of Default and Acceleration*)) or the Class X Certificateholders of either Class (but without prejudice to Class X Entrenched Rights) or the other Issuer Secured Creditors and without prejudice to its rights in respect of any subsequent breach, condition, event or act from time to time and at any time but only if and in so far as in its opinion the interests of the Noteholders of each Class of Notes (or, if no Notes remain outstanding, the Class X Certificateholders of each Class) shall not be materially prejudiced thereby, waive or authorise, or

direct the Issuer Security Trustee to waive or authorise, on such terms and subject to such conditions as it shall deem fit and proper, any breach or proposed breach by the Issuer or any other party thereto of any of the covenants or provisions contained in the Note Trust Deed (including the Conditions and these Class X Conditions) or in any other Issuer Transaction Documents (which, for the avoidance of doubt, shall include payment by the Issuer Cash Manager of monies standing to the credit of the Issuer Transaction Account other than in accordance with the applicable Issuer Priority of Payments) or determine that any condition, event or act which constitutes a Note Event of Default or Potential Note Event of Default shall not be treated as such for the purposes of the Note Trust Deed (including the Conditions and these Class X Conditions).

(c) If the Issuer is of the opinion (following discussions with the applicable Rating Agencies or otherwise) that any modification is required to be made to the Issuer Transaction Documents and/or the Conditions and/or these Class X Conditions in order to (i) comply with any criteria of the Rating Agencies which may be published after the Closing Date or (ii) comply with any alternative requirements of the Rating Agencies (where it is not possible to replace the Issuer Account Bank with a replacement bank which has the ratings required under the Issuer Account Bank Agreement), all Noteholders will be deemed to have consented to the modifications in the circumstances set out in Condition 15.12(c) (*Modifications and waivers*) of the Notes and the Note Trustee shall (subject as further provided below), without seeking any further consent or sanction of any of the Noteholders or the Class X Certificateholders or any other Issuer Secured Creditor and irrespective of whether such modifications are or may be materially prejudicial to the interests of the Noteholders of any Class or the Class X Certificateholders of either Class or any other parties to any of the Issuer Transaction Documents, concur with the Issuer and, where relevant, the Obligors, and/or direct the Issuer Security Trustee to concur with the Issuer and, where relevant, the Obligors, in making the proposed modifications to the Issuer Transaction Documents and/or the Conditions and/or these Class X Conditions that are requested by the Issuer and, where relevant, the Obligors in order to comply with such updated criteria, *provided that* the Issuer certifies to the Note Trustee and the Issuer Security Trustee in writing (upon which the Note Trustee and the Issuer Security Trustee shall rely on conclusively and without liability) that (i) the proposed modifications are required to avoid a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to any Class of the Notes, (ii) the proposed modifications seek only to implement the new criteria published by the applicable Rating Agencies or to implement any alternative requirements of the Rating Agencies in respect of a downgrade of the Issuer Account Bank, (iii) the proposed modifications are requested by the Issuer in order to comply with the requirements of Rule 17g-5, (iv) the proposed modifications do not constitute a Basic Terms Modification or Class X Entrenched Right and (v) the Noteholder consultation provisions set out in Condition 15.12(c) (*Modifications and waivers*) of the Notes have been complied with and the Noteholders have not rejected the proposed amendments within the specified timeframe and *provided further that* the Note Trustee and the Issuer Security Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Note Trustee and the Issuer Security Trustee, as applicable, would have the effect of (i) exposing the Note Trustee and the Issuer Security Trustee, as applicable, to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) adding to or increasing the obligations, liabilities or duties, or decreasing the protections, of the Note Trustee and the Issuer Security Trustee, as applicable, in respect of the Notes, the Class X Certificates, the Issuer Transaction Documents, the Conditions and/or these Class X Conditions.

(d) The Note Trustee will rely without further investigation on any confirmation or certification provided to it in connection with the modifications (and, in relation to any certification as to whether the modifications constitute a Basic Terms Modification or Class X Entrenched Right, shall rely on such certification) and will not monitor or investigate whether the Issuer is acting in a commercially reasonable manner, nor will the Note Trustee be responsible for any liability that may be occasioned to any person by acting in accordance with these provisions based on any written notification or confirmation it receives from the Issuer.

(e) Any such modification, waiver, authorisation or determination in accordance with the Conditions or these Class X Conditions or the Issuer Transaction Documents shall be binding on the Noteholders and the Class X Certificateholders and, unless the Note Trustee agrees otherwise, any such modification, waiver, authorisation or determination shall be notified by the Issuer to the Class X Certificateholders as soon as practicable thereafter in accordance with Class X Condition 18 (*Notice to Class X Certificateholders*).

(f) **Potential Note Event of Default** means an event which would be (with the expiry of any grace period, the giving of notice or the making of any determination under the Issuer Transaction Documents or any combination of them) a Note Event of Default.

15.9 Direction of Most Senior Class of Noteholders

The Note Trustee shall not exercise the powers of waiver, authorisation or determination set out in Class X Condition 15.8 (*Modifications and waivers*) (including for the purposes of complying with Rating Agency criteria) in contravention of any express written direction given by holders of not less than 25 per cent. in aggregate of the Principal Amount Outstanding of the Most Senior Class of Notes then outstanding or by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding or (if there are no Notes outstanding) by holder(s) of the Class X Certificates then outstanding or by a Class X Extraordinary Resolution of the holder(s) of the Class X Certificates then outstanding (*provided that* no such direction or restriction shall affect any authorisation, waiver or determination previously made or given).

15.10 Conflicts

(a) The Note Trustee is required, in connection with the exercise of its rights, powers, trusts, authorities, duties and discretions (including, without limitation, giving any consent, approval, modification, waiver, authorisation or determination), to have regard to the general interests of each Class of the Noteholders (or, if there are no Notes outstanding, each Class of the Class X Certificateholders) and shall not have regard to any interests arising from circumstances particular to individual Noteholders or Class X Certificateholders (whatever their number), and, in particular but without prejudice to the generality of the foregoing, the Note Trustee shall not have regard to, or be in any way liable for, the consequences of any such exercise or performance for individual Noteholders or Class X Certificateholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Note Trustee shall not be entitled to require, nor shall any Noteholder or Class X Certificateholder be entitled to claim, from the Issuer or the Note Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Class X Certificateholders.

(b) The Note Trustee shall, except where expressly provided otherwise, have regard to the interests of each Class of the Noteholders equally, provided that (except in the case of any consent, approval, modification, waiver, authorisation or determination), the Note Trustee shall have regard only to the interests of:

(i) the Class A Noteholders (for so long as there are any Class A Notes outstanding) if, in the Note Trustee's opinion, there is a conflict between the interests of:

(A) the Class A Noteholders; and

(B) the Class B Noteholders and/or the Class C Noteholders and/or the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders;

(ii) subject to (i) above, the Class B Noteholders (for so long as there are any Class B Notes outstanding) only if, in the Note Trustee's opinion, there is a conflict between the interests of:

(A) the Class B Noteholders; and

(B) the Class C Noteholders and/or the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders;

(iii) subject to (i) and (ii) above, the Class C Noteholders (for so long as there are any Class C Notes outstanding) only if, in the Note Trustee's opinion, there is a conflict between the interests of:

(A) the Class C Noteholders; and

(B) the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders;

(iv) subject to (i), (ii) and (iii) above, the Class D Noteholders (for so long as there are any Class D Notes outstanding) only if, in the Note Trustee's opinion, there is a conflict between the interests of:

(A) the Class D Noteholders; and

(B) the Class E Noteholders and/or the Class F Noteholders; and

(v) subject to (i), (ii), (iii) and (iv) above, the Class E Noteholders (for so long as there are any Class E Notes outstanding) only if, in the Note Trustee's opinion, there is a conflict between the interests of:

(A) the Class E Noteholders; and

(B) the Class F Noteholders,

and the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders shall have no claim against the Note Trustee for so doing.

(c) So long as there are any Notes outstanding, if there is a conflict of interest between the interests of the Noteholders or any Class thereof and any Class X Certificateholders or either Class thereof, the Note Trustee shall have regard solely to the interests of the Noteholders or the Noteholders of such Class and the Class X Certificateholders or the Class X Certificateholders of such Class shall have no claim against the Note Trustee for doing so.

15.11 Note Trustee discretions

The Note Trustee shall be entitled to determine, in its own opinion, for the purposes of exercising any right, power, trust, authority, duty or discretion under or in relation to the Notes, the Class X Certificates, the Conditions, these Class X Conditions or any of the Issuer Transaction Documents, that such exercise will not be materially prejudicial to the interests of the Noteholders (or, if there are no Notes outstanding, the Class X Certificateholders) or any Class of Noteholders (or, if there are no Notes outstanding, either Class of Class X Certificateholders) and in making such a determination shall be entitled to take into account, without enquiry, among any other things it may in its absolute discretion consider necessary and/or appropriate, any Rating Agency Confirmation (if available) in respect of such exercise. For the avoidance of doubt, such Rating Agency Confirmation or non-receipt of such Rating Agency Confirmation shall, however, not be construed to mean that any such action or inaction (or contemplated action or inaction) or such exercise (or contemplated exercise) by the Note Trustee of any right, power, trust, authority, duty or discretion under or in relation to the Notes, the Class X Certificates, the Conditions, these Class X Conditions or any of the Issuer Transaction Documents is not materially prejudicial to the interests of holders of that Class of Notes or that Class of Class X Certificates.

15.12 Substitution of Issuer

(a) The Note Trustee may (subject to such amendments of the Conditions and these Class X Conditions and of any of the Issuer Transaction Documents and to such other conditions as the Note Trustee may require), without the consent of the Noteholders or the Class X Certificateholders or any other Issuer Secured Creditor, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute) as the principal debtor in respect of the Notes and the principal obligor in respect of the Class X Certificates of another body corporate (being a single purpose vehicle), *provided that* so long as any Notes remain outstanding each Rating Agency provides a Rating Agency Confirmation (it being acknowledged that there is no obligation on any Rating Agency to provide any such confirmation) prior to such substitution taking place and subject to satisfaction of certain other conditions set out in the Note Trust Deed (or suitable arrangements being put in place to ensure satisfaction of such conditions). Notice of the substitution will be given to the Class X Certificateholders by the Issuer in accordance with Class X Condition 18 (*Notice to Class X Certificateholders*).

(b) In connection with any such substitution of the Issuer as referred to above in Class X Condition 15.12(a) (*Substitution of Issuer*), the Note Trustee and the Issuer Security Trustee may also agree, without the consent of the Noteholders or the Class X Certificateholders or the other Issuer Secured Creditors, to a change of the laws governing the Notes, the Class X Certificates, the Conditions, these

Class X Conditions and/or any of the Issuer Transaction Documents, provided that such change would not, in the opinion of the Note Trustee be materially prejudicial to the interests of the Noteholders (or, if there are no Notes outstanding, the Class X Certificateholders).

15.13 Class X Certificates being held through Euroclear or Clearstream, Luxembourg

(a) Where, for the purposes of these Class X Conditions, the Note Trustee or any other party to the Issuer Transaction Documents requires a Class X Certificateholder holding the interest in a Class X Certificate through Euroclear or Clearstream, Luxembourg to establish its holding of such interest to the satisfaction of such party, such holding shall be considered to be established if such Class X Certificateholder provides to the requesting party:

(i) a Euclid Statement (in the case of Euroclear) or a Creation Online Statement (in the case of Clearstream, Luxembourg) in each case providing confirmation at the time of issue of the same of such person's holding in that Class X Certificate;

(ii) if the relevant Class X Certificate is held through a custodian, a signed letter from such custodian confirming on whose behalf it is holding such Class X Certificate such that the Note Trustee is able to verify to its satisfaction the chain of ownership to the beneficial owner; and

(iii) any other evidence of holding of such interest in the relevant Class X Certificate in a form acceptable to the Note Trustee.

(b) If in connection with verifying its holding the Note Trustee requires a Class X Certificateholder to temporarily block its interest in a Class X Certificate in Euroclear or Clearstream, Luxembourg, such Class X Certificateholder will be required to instruct Euroclear or Clearstream, Luxembourg (via its custodian, if applicable) to do so.

16. INDEMNIFICATION AND EXONERATION OF THE NOTE TRUSTEE AND THE ISSUER SECURITY TRUSTEE

(a) The Note Trust Deed and the Issuer Deed of Charge and certain of the other Issuer Transaction Documents contain provisions for indemnification of each of the Note Trustee and the Issuer Security Trustee and for their responsibility and relief from responsibility, including provisions relieving them from taking any action including taking proceedings against the Issuer and/or any other person or, in the case of the Issuer Security Trustee, enforcing the Issuer Security unless indemnified and/or secured and/or pre-funded to their satisfaction.

(b) The Note Trust Deed and the Issuer Deed of Charge also contain provisions pursuant to which the Note Trustee and the Issuer Security Trustee are entitled, *inter alia*:

(i) to enter into business transactions with the Issuer and/or any other party to any of the Issuer Transaction Documents and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any other party to any of the Issuer Transaction Documents;

(ii) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders and the Class X Certificateholders; and

(iii) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

17. REPLACEMENT OF GLOBAL CLASS X CERTIFICATES AND DEFINITIVE CLASS X CERTIFICATES

If any Global Class X Certificate or Definitive Class X Certificate is mutilated, defaced, lost, stolen or destroyed, it may be replaced at the specified office of any Paying Agent or the Registrar upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence and indemnity as the Issuer, the Registrar, the Paying Agent or the Note Trustee

may reasonably require. Mutilated or defaced Global Class X Certificates or Definitive Class X Certificates must be surrendered before replacements will be issued.

18. NOTICE TO CLASS X CERTIFICATEHOLDERS

18.1 Validity of notices

(a) All notices, other than notices given in accordance with Class X Conditions 18.2 (*Impossibility*) and 18.3 (*Note Trustee can sanction other methods of giving notice*) of this Class X Condition 18 (*Notice to Class X Certificateholders*), to Class X Certificateholders shall be deemed to have been validly given if:

(i) for so long as a Class X Certificate is represented by a Global Class X Certificate, if delivered to Euroclear and/or Clearstream, Luxembourg for communication by them to their participant and for communication by such participant to the entitled Accountholder;

(ii) for so long as a Class X Certificate is represented by a Global Class X Certificate, if delivered to the electronic communications systems maintained by Bloomberg L.P. for publication on the relevant page for the Class X Certificate or such other medium for the electronic display of data as may be previously approved in writing by the Note Trustee; or

(iii) if a Class X Certificate is in definitive form, if published in a leading daily newspaper printed in the English language and with general circulation in Ireland (which is expected to be The Irish Times) or, if that is not practicable, in such English language newspaper or newspapers having a general circulation in Ireland and the rest of Europe.

(b) Any such notice shall be deemed to have been given on:

(i) in the case of a notice delivered to Euroclear and/or Clearstream, Luxembourg, the day on which it is delivered to Euroclear and/or Clearstream, Luxembourg;

(ii) in the case of a notice delivered to Bloomberg L.P., the day on which it is delivered to Bloomberg L.P.; and

(iii) in the case of a notice published in a newspaper, the date of such publication or, if published more than once or on different dates, on the first date on which publication shall have been made in the newspaper or newspapers in which publication is required.

18.2 Impossibility

If it is impossible or impractical to give notice in accordance with sub-paragraphs (a)(i) or (ii) of Class X Condition 18.1 (*Validity of notices*), then notice of the relevant matters shall be given in accordance with sub-paragraph (a)(iii) of Class X Condition 18.1 (*Validity of notices*).

18.3 Note Trustee can sanction other methods of giving notice

The Note Trustee shall be at liberty to sanction some other method of giving notice to the Class X Certificateholders or to a Class of them if, in its opinion, such other method is reasonable having regard to market practice then prevailing and *provided that* notice of such other method is given to the Class X Certificateholders in such manner as the Note Trustee shall require. The Note Trustee (at the expense of the Issuer) shall give notice to the Class X Certificateholders in accordance with this Class X Condition 18 (*Notice to Class X Certificateholders*) of any additions to, deletions from or alterations to such methods from time to time.

18.4 Verified Noteholders and Verified Class X Certificateholders

(a) Any Verified Noteholder will be entitled from time to time to request the Issuer Cash Manager to publish a notice on its investor reporting website requesting other Verified Noteholders of any Class or Classes or Verified Class X Certificateholders of either Class to contact it subject to and in accordance with the provisions of Condition 18.5 (*Verified Noteholders and Verified Class X Certificateholders and Initiating Noteholder*) of the Notes.

(b) For these purposes, **Verified Noteholder** means a Noteholder which has satisfied the Issuer Cash Manager that it is a Noteholder in accordance with Condition 15.17 (*Notes being held through Euroclear or Clearstream, Luxembourg*) of the Notes and **Verified Class X Certificateholder** means a Class X Certificateholder which has satisfied the Issuer Cash Manager that it is a Class X Certificateholder in accordance with Class X Condition 15.13 (*Class X Certificates being held through Euroclear or Clearstream, Luxembourg*).

19. CONTROLLING CLASS

The Controlling Class may from time to time appoint by way of an Ordinary Resolution any person to be the Operating Advisor (as defined in and in accordance with Condition 19 (*Controlling Class*) of the Notes).

20. RIGHTS OF THIRD PARTIES

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Class X Certificates or these Class X Conditions or the Issuer Transaction Documents, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

21. GOVERNING LAW AND JURISDICTION

21.1 Governing law

The Issuer Transaction Documents and the Notes and the Class X Certificates, and any non-contractual obligation arising from or in connection with them, will be governed by, and shall be construed in accordance with, English law.

21.2 Jurisdiction

The courts of England are to have exclusive jurisdiction to settle any dispute that may arise out of or in connection with the Note Trust Deed, the Issuer Deed of Charge, the Notes, the Class X Certificates and the other Issuer Transaction Documents. The Issuer has in each of the Issuer Transaction Documents to which it is a party irrevocably submitted to the jurisdiction of the English courts.

UK TAXATION

The following applies only to persons who are the beneficial owners of Notes and is a summary of the Issuer's understanding of current United Kingdom law and published HMRC practice relating only to United Kingdom withholding tax treatment of payments of principal and interest in respect of the Notes. References in this section to "interest" shall mean amounts that are treated as interest for the purposes of United Kingdom taxation. It does not deal with any other United Kingdom taxation implications of acquiring, holding or disposing of Notes. The United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Prospective Noteholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.

Interest on the Notes

Payments of interest on the Notes may be made by the Issuer without withholding or deduction for or on account of United Kingdom income tax where the Notes are listed on a "recognised stock exchange", within the meaning of section 1005 of the Income Tax Act 2007. The Irish Stock Exchange is a recognised stock exchange. The Notes will satisfy this requirement if they are officially listed in Ireland in accordance with provisions corresponding to those generally applicable in EEA states and are admitted to trading on the Irish Stock Exchange. Provided, therefore, that the Notes are and remain so listed, interest on the Notes will be payable without withholding or deduction on account of United Kingdom tax.

In other cases, an amount must generally be withheld from payments of interest on the Notes that has a United Kingdom source on account of United Kingdom income tax at the basic rate (currently 20 per cent.), subject to any available exemptions and reliefs, including an exemption for certain payments of interest to which a company within the charge to United Kingdom corporation tax is beneficially entitled. However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HMRC can issue a notice to the Issuer to pay interest to the Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

HMRC has powers to obtain information and documents relating to the Notes, including in relation to issues of and other transactions in the Notes, interest, payments treated as interest and other payments derived from the Notes. This may include details of the beneficial owners of the Notes, of the persons for whom the Notes are held and of the persons to whom payments derived from the Notes are or may be paid. Information may be obtained from a range of persons including persons who effect or are a party to such transactions on behalf of others, registrars and administrators of such transactions, the registered holders of the Notes, persons who make, receive or are entitled to receive payments derived from the Notes and persons by or through whom interest and payments treated as interest are paid or credited. Information obtained by HMRC may be provided to tax authorities in other jurisdictions.

Information relating to the Notes may also be required to be provided automatically to HMRC by “financial institutions” under regulations made under section 222 of the Finance Act 2013, which implement the requirements of various automatic information exchange programmes, including FATCA, Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended), the Global Standard released by the “Organisation for Economic Co-operation and Development in July 2014”, and arrangements between the United Kingdom and its overseas territories and crown dependencies.

EU SAVINGS DIRECTIVE

Under the EU Savings Directive, EU Member States are required to provide to the tax authorities of other EU Member States details of certain payments of interest or similar income paid or secured by a person established in a EU Member State to or for the benefit of an individual resident in another EU Member State or certain limited types of entities established in another EU Member State.

On 24 March 2014, the Council of the European Union adopted the Amending Directive amending and broadening the scope of the requirements described above. The Amending Directive requires EU Member States to apply these new requirements from 1 January 2017 and if they were to take effect the changes would expand the range of payments covered by the EU Savings Directive, in particular to include additional types of income payable on securities. The Amending Directive will also expand the circumstances in which payments that indirectly benefit an individual resident in an EU Member State must be reported or subject to withholding. This approach would apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

However, the European Commission has proposed the repeal of the EU Savings Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other EU Member States (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the EU Savings Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU). The new regime under Council Directive 2011/16/EU (as amended) is in accordance with the Global Standard released by the Organisation for Economic Co-operation and Development in July 2014. Council Directive 2011/16/EU (as amended) is generally broader in scope than the Savings Directive, although it does not impose withholding taxes. The proposal also provides that, if it proceeds, EU Member States will not be required to apply the new requirements of the Amending Directive.

For a transitional period Austria is instead required (unless during that period it elects otherwise) to operate a withholding system in relation to such payments (subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld).

The end of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories, including Switzerland, have adopted similar measures (a withholding system in the case of Switzerland).

UNITED STATES FEDERAL TAXATION

(1) General

POTENTIAL PURCHASERS ARE WHOLLY RESPONSIBLE FOR DETERMINING THEIR OWN TAX POSITION IN RESPECT OF THE NOTES. POTENTIAL PURCHASERS WHO ARE IN ANY DOUBT ABOUT THEIR TAX POSITION ON PURCHASE, OWNERSHIP, TRANSFER OR EXERCISE OF ANY NOTE SHOULD CONSULT THEIR OWN TAX ADVISERS. IN PARTICULAR, NO REPRESENTATION IS MADE AS TO THE MANNER IN WHICH PAYMENTS UNDER THE NOTES WOULD BE CHARACTERISED BY ANY RELEVANT TAXING AUTHORITY. POTENTIAL INVESTORS SHOULD BE AWARE THAT THE RELEVANT FISCAL RULES OR THEIR INTERPRETATION MAY CHANGE, POSSIBLY WITH RETROSPECTIVE EFFECT, AND THAT THIS SUMMARY IS NOT EXHAUSTIVE. THIS SUMMARY DOES NOT CONSTITUTE LEGAL OR TAX ADVICE OR A GUARANTEE TO ANY POTENTIAL INVESTOR OF THE TAX CONSEQUENCES OF INVESTING IN THE NOTES.

(2) United States Federal Income Taxation

Introduction

This is a discussion of the principal U.S. federal income tax consequences of the acquisition, ownership, disposition, and retirement of the Notes. This discussion does not address all aspects of U.S. federal income taxation that may be relevant to a particular Noteholder based on such Noteholder's particular circumstances, nor does it address any aspect of state, local, or non-U.S. tax laws, alternative minimum tax considerations, Medicare contribution tax on net investment income considerations or the possible application of U.S. federal gift or estate taxes. In particular, except as expressly set out below, this discussion does not address aspects of U.S. federal income taxation that may be applicable to Noteholders that are subject to special treatment, including Noteholders that:

(i) are broker-dealers, securities traders, insurance companies, tax-exempt organisations, financial institutions, real estate investment trusts, regulated investment companies or grantor trusts;

(ii) are certain former citizens or long-term residents of the United States;

(iii) hold Notes as part of a "straddle", "hedge", "conversion", "integrated transaction" or "constructive sale" with other investments; or

(iv) own or are deemed to own 10 per cent. or more, by voting power or value, of the equity of the Issuer (including Class F Notes and any Notes treated as equity for U.S. federal income tax purposes).

This discussion considers only Noteholders that will hold Notes as capital assets and does not address special tax consequences that apply to U.S. Noteholders (as defined below) whose functional currency is not the U.S. dollar. This discussion is generally limited to the tax consequences to initial Noteholders that purchase Notes upon their initial issue at their issue price (as defined below).

For purposes of this discussion, **U.S. Noteholder** means a beneficial owner of a Note that is, for U.S. federal income tax purposes:

(i) a citizen or individual resident of the United States;

(ii) a corporation created or organised under the laws of the United States or any political subdivision thereof or therein;

(iii) an estate, the income of which is subject to U.S. federal income tax regardless of the source; or

(iv) a trust, (i) that validly elects to be treated as a U.S. person for U.S. federal income tax purposes; or (ii)(A) if a court within the U.S. is able to exercise primary supervision over the administration of the trust; and (B) one or more U.S. persons have the authority to control all substantial decisions of the trust.

The term **non-U.S. Noteholder** means, for purposes of this discussion, a beneficial owner of the Notes that is not a U.S. Noteholder.

If a partnership (or any other entity treated as a partnership for U.S. federal income tax purposes) holds the Notes, the tax treatment of the partnership and a partner in such partnership generally will depend on the status of the partner and the activities of the partnership. Such a partner or partnership should consult its own tax advisor as to the consequences of the acquisition, ownership, disposition and retirement of the Notes.

This discussion is based upon the U.S. Internal Revenue Code of 1986, as amended (the **Code**), existing and proposed regulations thereunder, and current administrative rulings and court decisions, each as available and in effect as of the date hereof. All of the foregoing are subject to change, possibly on a retroactive basis, and any such change could affect the continuing validity of this discussion. Furthermore, there are no cases or rulings by the U.S. Internal Revenue Service (the **IRS**) addressing entities similar to the Issuer or securities similar to the Notes. As a result, the IRS might disagree with all or part of the discussion below. No rulings will be requested of the IRS regarding the issues discussed below or the U.S. federal income tax characterisation of the Notes.

Prospective Noteholders should consult their tax advisor concerning the application of U.S. federal income tax laws, as well as the laws of any state or local taxing jurisdiction, to their particular situation.

U.S. Characterisation and U.S. Tax Treatment of the Debt Notes

Characterisation of the Debt Notes. Upon the issuance of the Notes, Allen & Overy LLP will deliver an opinion generally to the effect that under current law, assuming compliance with the Issuer Transaction Documents, and based on certain assumptions and factual representations made by the Issuer, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes will be treated, and the Class E Notes should be treated, as debt of the Issuer for U.S. federal income tax purposes (together the **Debt Notes**).

The Issuer has agreed and, by its acceptance of a Debt Note, each Noteholder of a Debt Note (or any interest therein) will be deemed to have agreed, to treat the Debt Notes as debt of the Issuer for U.S. federal income tax purposes, except as otherwise required by applicable law. The determination of whether a Debt Note will be treated as debt for United States federal income tax purposes is based on the facts and circumstances existing at the time the Debt Note is issued. Prospective investors should be aware that opinions of counsel are not binding on the IRS, and there can be no assurance that the IRS will not seek to characterise as something other than indebtedness any particular Class or Classes of the Debt Notes. Except as discussed under "*Alternative Characterisation of the Debt Notes*" below, the balance of this discussion assumes that the Debt Notes of all Classes will be characterised as debt of the Issuer for U.S. federal income tax purposes.

Payments of interest on the Debt Notes. Interest on a Debt Note, including the payment of any additional amounts whether payable in U.S. dollars or a currency, composite currency or basket of currencies other than U.S. dollars (a **foreign currency**), other than interest on an "OID Note" that is not "qualified stated interest" (each as defined below), will be taxable to a U.S. Noteholder as ordinary income at the time it is received or accrued, in accordance with the holder's method of accounting for tax purposes.

If an interest payment is denominated in, or determined by reference to, foreign currency, a U.S. Noteholder of a Debt Note that uses the cash method of accounting must include in income the U.S. dollar value of foreign currency denominated interest paid when received. Foreign currency denominated interest received is translated at the U.S. dollar spot rate on the date of receipt, regardless of whether the payment is converted into U.S. dollars on the date of receipt. A cash method U.S. Noteholder therefore generally will not have foreign currency gain or loss on receipt of a foreign currency denominated interest payment but may have foreign currency gain or loss upon disposing of the foreign currency received.

An accrual basis U.S. Noteholder may determine the amount of income recognised with respect to such interest using either of two methods, in either case regardless of whether the payments are in fact converted into U.S. dollars on the date of receipt. Under the first method, the U.S. dollar value of accrued interest is translated at the average exchange rate for the interest accrual period (or, with respect to an accrual period that spans two taxable years, the partial period within the taxable year). An accrual method U.S. Noteholder of a Debt Note that uses this first method will therefore recognise foreign currency gain or loss, as the case may be, on interest paid to the extent that the exchange rate on the date the interest is received differs from the rate at which the interest income was accrued. Under the second method, the U.S. Noteholder can elect to accrue interest at the spot rate on the last day of an interest accrual period (or, in the case of an accrual period that spans two taxable years, at the exchange rate in effect on the last day of the partial period within the taxable year) or, if the last day of an interest accrual period is within five business days of the receipt of such interest, the spot rate on the date of receipt. An election to accrue interest at the spot rate generally will apply to all foreign currency denominated debt instruments held by the U.S. Noteholder, and is irrevocable without the consent of the IRS. Regardless of

the method used to accrue interest, a U.S. Noteholder may have additional foreign currency gain or loss upon a subsequent disposition of the foreign currency received.

For U.S. federal income tax purposes, original issue discount (**OID**) is the excess of the "stated redemption price at maturity" of a debt instrument over its "issue price", if that excess equals or exceeds ¼ of 1 per cent. of the debt instrument's stated redemption price at maturity multiplied by the number of complete years from its issue date to its maturity or weighted average maturity in the case of instalment obligations. The "stated redemption price at maturity" of a debt instrument such as the Debt Notes is the sum of all payments required to be made on the Debt Note other than "qualified stated interest" payments. The issue price of a Debt Note generally is the first offering price to the public at which a substantial amount of the debt instrument is sold. The term **qualified stated interest** generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer), or that is treated as constructively received, at least annually at a single fixed rate or, under certain conditions discussed below, at a variable rate.

Prospective U.S. Noteholders should note that to the extent that interest payments on the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes (together the **Deferrable Notes**) are not made on a relevant Note Payment Date, such unpaid interest amounts will be deferred (being the Deferred Interest**)** and shall be payable on the earlier of: (i) any succeeding Note Payment Date when any such Deferred Interest shall be paid, but only if and to the extent that, on such Note Payment Date, there are sufficient Interest Available Funds, after deducting amounts ranking in priority to the relevant Class of Notes in accordance with the Pre-Acceleration Interest Priority of Payments; and (ii) the date on which the relevant Class of Notes is redeemed in full.. Consequently, such interest is not unconditionally payable in cash or property at least annually and will not be treated as "qualified stated interest". Therefore, all of the stated interest payments on each of the Deferrable Notes, will be included in the stated redemption price at maturity of such Notes, and as a result the Deferrable Notes will be treated as issued with OID.

The Debt Notes may be debt instruments described in Section 1272(a)(6) of the Code (debt instruments that may be accelerated by reason of the prepayment of other debt obligations securing such debt instruments). Special tax rules principally relating to the accrual of OID, market discount, and bond premium apply to debt instruments described in Section 1271(a)(6). Further, those debt instruments may not be treated for U.S. federal income tax purposes as part of an integrated transaction with a related hedge under Treasury Regulation Section 1.1275-6. Prospective investors should consult with their own tax advisors regarding the effects of Section 1272(a)(6) of the Code.

If a U.S. Noteholder holds a Debt Note with OID (an **OID Note**) such U.S. Noteholder may be required to include OID in income before receipt of the associated cash payment, regardless of the U.S. Noteholder's accounting method for tax purposes. If the U.S. Noteholder is an initial purchaser of an OID Note, the amount of the OID includible in income is the sum of the daily accruals of the OID for the Note for each day during the taxable year (or portion of the taxable year) in which such U.S. Noteholder held the OID Note. The daily portion is determined by allocating the OID for each day of the accrual period. An accrual period may be of any length and the accrual periods may even vary in length over the term of the OID Note, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs either on the first day of an accrual period or on the final day of an accrual period. The amount of OID allocable to an accrual period is equal to the difference between: (a) the product of the "adjusted issue price" of the OID Note at the beginning of the accrual period and its yield to maturity (computed generally on a constant yield method and compounded at the end of each accrual period, taking into account the length of the particular accrual period); and (b) the amount of any qualified stated interest allocable to the accrual period. The "adjusted issue price" of an OID Note at the beginning of any accrual period is the sum of the issue price of the OID Note plus the amount of OID allocable to all prior accrual periods reduced by any payments the U.S. Noteholder received on the OID Note that were not qualified stated interest. Under these rules, the U.S. Noteholder generally will have to include in income increasingly greater amounts of OID in successive accrual periods.

OID for each accrual period on an OID Note that is denominated in, or determined by reference to, a foreign currency, will be determined in the foreign currency and then translated into U.S. dollars in the same manner as qualified stated interest accrual by an accrual basis U.S. Noteholder, as described above. Upon receipt of an amount attributable to OID (whether in connection with a payment on the discount note or a sale or retirement of the OID Note), a U.S. Noteholder may recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) equal to the difference between the amount received (translated into U.S. dollars at the spot rate on the date of receipt) and the amount previously accrued, regardless of whether the payment is in fact converted into U.S. dollars.

Each class of Debt Notes will be "variable rate debt instruments" if such class of Debt Notes (a) has an issue price that does not exceed the total non-contingent principal payments on such class of Debt Notes by more than an amount equal to the lesser of: (i) 0.015 multiplied by the product of such total non-contingent principal payments and the number of complete years to maturity of such class of Debt Notes; and (ii) 15 per cent. of the total non-contingent principal payments on such class of Debt Notes; (b) provides for stated interest (compounded or paid at least annually) at the current value of one or more qualified floating rates, including the LIBOR rate, on such class of Debt Notes; and (c) does not provide for any principal payments that are contingent. The Debt Notes will qualify as variable rate debt instruments, provided the issue price is not more than 115 per cent. of the principal amount. Interest payments on certain "variable rate debt instruments" may be considered qualified stated interest.

If a debt instrument that provides for a variable rate of interest does not qualify as a variable rate debt instrument, the debt instrument will be treated as a contingent payment debt instrument. Thus, if any class of the Debt Notes does not qualify as a variable rate debt instrument, a U.S. Noteholder would be required to report income in respect of such Notes in accordance with U.S. Treasury regulations relating to contingent payment debt instruments, which generally require a U.S. Noteholder to accrue interest on a constant yield basis based on a projected payment schedule determined by the Issuer. The contingent payment debt instrument rules are complex and investors should consult with their own tax advisors with respect to the potential taxation of the Notes under the contingent payment debt instrument rules.

Because the OID rules are complex, each U.S. Noteholder of an OID Note should consult with its own tax advisor regarding the acquisition, ownership, disposition and retirement of such Note.

Interest on the Notes received by a U.S. Noteholder will generally be treated as foreign source "passive income" for U.S. foreign tax credit purposes, or, in certain cases, "general category income".

Sale, Exchange, Redemption or Repayment of the Debt Notes. Unless a non-recognition provision applies, a U.S. Noteholder generally will recognise gain or loss on the sale, exchange, repayment or other disposition of a Debt Note equal to the difference between the amount realised plus the fair market value of any property received on the disposition (other than amounts attributable to accrued but unpaid interest) and the U.S. Noteholder's adjusted tax basis in such Debt Note.

The amount realised on the sale, exchange, redemption or repayment of a Debt Note generally is determined by translating the foreign currency received into U.S. dollars at the spot rate on the date the Debt Note is disposed of, while a U.S. Noteholder's adjusted tax basis in a Debt Note generally will be the cost of the Debt Note to the U.S. Noteholder, determined by translating the purchase price into U.S. dollars at the spot rate on the date the Debt Note was purchased, and increased by the amount of any OID accrued and reduced by any payments other than payments of qualified stated interest of such Note. If, however, the Debt Notes are traded on an established securities market, a cash basis U.S. Noteholder or electing accrual basis U.S. Noteholder will determine the amount realised on the settlement date. An election by an accrual basis U.S. Noteholder to apply the spot exchange rate on the settlement date will be subject to the rules regarding currency translation elections described above, and cannot be changed without the consent of the IRS. The amount of foreign currency gain or loss realised with respect to accrued but unpaid interest is the difference between the U.S. Dollar value of the interest based on the spot exchange rate on the date the Debt Notes are disposed of and the U.S. dollar value at which the interest was previously accrued. A U.S. Noteholder will have a tax basis in foreign currency received on the sale, exchange or retirement of a Debt Note equal to the U.S. dollar value of the foreign currency on the relevant date. Foreign currency gain or loss on a sale, exchange, redemption or repayment of a Debt Note is recognised only to the extent of total gain or loss on the transaction.

Foreign currency gain or loss recognised by a U.S. Noteholder on the sale, exchange or other disposition of a Debt Note (including repayment at maturity) generally will be treated as ordinary income or loss. Gain or loss in excess of foreign currency gain or loss on a Debt Note generally will be treated as capital gain or loss. The deductibility of capital losses is subject to limitations. In the case of a non-corporate U.S. Noteholder, preferential rates may apply to any capital gain if such U.S. Noteholder's holding period for such Debt Notes exceeds one year.

Alternative Characterisation of the Debt Notes. It is possible that the IRS may contend that any Class of Debt Notes should be treated in whole or in part as equity interests in the Issuer. Such a recharacterisation might result in material adverse U.S. federal income tax consequences to U.S. Noteholders. If U.S. Noteholders of one or more Classes of the Debt Notes were treated as owning equity interests in the Issuer, the U.S. federal income

tax consequences to those U.S. Noteholders would be as described under "*U.S. Tax Treatment of U.S. Noteholders of the Class F Notes*" and "*Transfer and Other Reporting Requirements*".

U.S. Tax Treatment of U.S. Noteholders of the Class F Notes

The Issuer has agreed and, by its acceptance of a Class F Note, each Noteholder of a Class F Note will be deemed to have agreed, to treat all Class F Notes as equity in the Issuer for U.S. federal income tax purposes, except as otherwise required by any governmental authority. If U.S. Noteholders of the Class F Notes were treated as owning debt of the Issuer, the U.S. federal income tax consequences to those U.S. Noteholders would be as described under "*Characterisation and U.S. Tax Treatment of the Debt Notes*". The balance of this discussion assumes that the Class F Notes will properly be characterised as equity in the Issuer. Prospective investors should consult their own tax advisors regarding the consequences of acquiring, holding or disposing of the Class F Notes.

Investment in a Passive Foreign Investment Company. A non-U.S. corporation will be classified as a Passive Foreign Investment Company (a **PFIC**) for U.S. federal income tax purposes if 75 per cent. or more of its gross income (including the *pro rata* share of the gross income of any corporation in which the non-U.S. corporation is considered to own 25 per cent. or more of the shares by value) in a taxable year is passive income. Alternatively, a non-U.S. corporation will be classified as a PFIC if at least 50 per cent. of its assets, averaged over the year and generally determined based on fair market value (including the pro rata share of the assets of any corporation in which the Issuer is considered to own 25 per cent. or more of the shares by value) are held for the production of, or produce, passive income.

Based on the assets that the Issuer expects to hold and the income anticipated thereon, it is highly likely that the Issuer will be classified as a PFIC for U.S. federal income tax purposes. Accordingly, the following discussion assumes that the Issuer will be a PFIC throughout the term of the Class F Notes, and U.S. Noteholders of Class F Notes should assume that they will be subject to the U.S. federal income tax consequences described below that result from owning stock in a PFIC (subject to the discussion below under "*Investment in a Controlled Foreign Corporation*").

If the PFIC rules are otherwise applicable, then unless a U.S. Noteholder elects to treat the Issuer as a "qualified electing fund" (as described in the next paragraph), upon certain distributions ("excess distributions") by the Issuer and upon a disposition of the Class F Notes at a gain, the U.S. Noteholder will be liable to pay tax at the highest tax rate on ordinary income in effect for each period to which the income is allocated plus interest on the tax, as if such distributions and gain had been recognised rateably over the U.S. Noteholder's holding period for the Class F Notes. An interest charge is also applied to the deferred tax amount resulting from the deemed rateable distribution.

If a U.S. Noteholder elects to treat the Issuer as a "qualified electing fund" (a **QEF**), distributions and gain will not be taxed as if recognised rateably over the U.S. Noteholder's holding period or subject to an interest charge. Instead, a U.S. Noteholder that makes a QEF election is required for each taxable year to include in income the U.S. Noteholder's *pro rata* share of the ordinary earnings of the qualified electing fund as ordinary income and a *pro rata* share of the net capital gain of the qualified electing fund as capital gain, regardless of whether such earnings or gain have in fact been distributed (assuming the discussion below under "*Investment in a Controlled Foreign Corporation*" does not apply), and subject to a separate election to defer payment of taxes, which deferral is subject to an interest charge. Consequently, in order to comply with the requirements of a QEF election, a U.S. Noteholder must receive from the Issuer certain information. The Issuer will (at the Issuer's expense) cause its independent accountants to provide U.S. Noteholders of the Class F Notes, upon request by such U.S. Noteholder with the information reasonably available to the Issuer that a U.S. Noteholder would need to make a QEF election. Except as expressly noted, the discussion below assumes that a QEF election will not be made.

If the Issuer is a PFIC, each U.S. Noteholder of a Class F Note must make an annual return on IRS Form 8621, reporting distributions received and gains realised with respect to each PFIC in which the U.S. Noteholder holds a direct or indirect interest. Prospective purchasers should consult their tax advisors regarding the potential application of the PFIC rules. Special rules apply to certain regulated investment companies that own interests in PFICs and any such investor should consult with its own tax advisors regarding the consequences to it of acquiring Class F Notes. If a U.S. Noteholder does not file Form 8621, the statute of limitations on the assessment and collection of U.S. federal income taxes of such U.S. Noteholder for the related tax year may not close before the date which is three years after the date on which such report is filed. Prospective investors should consult their own tax advisors regarding the potential application of the PFIC rules.

Investment in a Controlled Foreign Corporation. Depending on the degree of ownership of the Class F Notes and other equity interests in the Issuer by U.S. Noteholders and whether the Class F Notes are treated as voting securities, the Issuer may constitute a controlled foreign corporation (**CFC**). In general, a foreign corporation will constitute a CFC if more than 50 per cent. of the shares of the corporation, measured by reference to combined voting power or value, are owned, directly or indirectly, by U.S. 10 per cent. Shareholders. A **U.S. 10 per cent. Shareholder**, for this purpose, is any U.S. person that owns or is treated as owning under specified attribution rules, 10 per cent. or more of the combined voting power of all classes of shares of a corporation. It is possible that the IRS may assert that the Class F Notes should be treated as voting securities, and consequently that the U.S. Noteholders owning Class F Notes so treated, or any combination of such Class F Notes and other voting securities of the Issuer, that constitute 10 per cent. or more of the combined voting power of all classes of shares of the Issuer are "U.S. 10 per cent. Shareholders" and that, assuming more than 50 per cent. of the Class F Notes and other voting securities of the Issuer are held by such U.S. 10 per cent. Shareholders, the Issuer is a CFC.

If the Issuer were treated as a CFC, a U.S. 10 per cent. Shareholder of the Issuer would be treated, subject to certain exceptions, as receiving a dividend at the end of the taxable year of the Issuer in an amount equal to that person's *pro rata* share of the "subpart F income" and investments in U.S. property of the Issuer. Among other items, and subject to certain exceptions, "subpart F income" includes dividends, interest, annuities, gains from the sale of shares and securities, certain gains from commodities transactions, certain types of insurance income and income from certain transactions with related parties. It is likely that, if the Issuer were to constitute a CFC, substantially all of its income would be subpart F income. In addition, special rules apply to determine the appropriate exchange rate to be used to translate such amounts treated as a dividend and the amount of any foreign currency gain or loss with respect to distributions of previously taxed amounts attributable to movements in exchange rates between the times of deemed and actual distributions and certain "dividends" from such CFC could be recharacterised as U.S. source income for U.S. foreign tax credit purposes. Unless otherwise noted, the discussion below assumes that the Issuer is not a CFC. U.S. Noteholders should consult their tax advisors regarding these special rules.

If the Issuer were to constitute a CFC, for the period during which a U.S. Noteholder of Class F Notes is a U.S. 10 per cent. Shareholder of the Issuer, such Noteholder generally would be taxable on the subpart F income and investments in U.S. property of the Issuer under rules described in the preceding paragraph and not under the PFIC rules previously described. A U.S. Noteholder that is a U.S. 10 per cent. Shareholder of the Issuer subject to the CFC rules for only a portion of the time during which it holds Class F Notes should consult its own tax advisor regarding the interaction of the PFIC and CFC rules.

If the Issuer is a CFC, the Issuer intends to supply (at the Issuer's expense) U.S. Noteholders of the Class F Notes with the information needed for such U.S. Noteholders to comply with the controlled foreign corporation rules.

Distributions on the Class F Notes. Except to the extent that distributions are attributable to amounts previously taxed pursuant to the CFC rules or a QEF election is made, some or all of any distributions with respect to the Class F Notes may constitute excess distributions, taxable as previously described. Distributions of current or accumulated earnings and profits of the Issuer which are not excess distributions will be taxed as dividends when received. The amount of such income is determined by translating foreign currency received into U.S. dollars at the spot rate on the date of receipt. A U.S. Noteholder may realise foreign currency gain or loss on a subsequent disposition of the foreign currency received.

Disposition of the Class F Notes. In general, a U.S. Noteholder of a Class F Note will recognise gain or loss upon the sale or exchange of the Class F Note equal to the difference between the amount realised and such Noteholder's adjusted tax basis in such Class F Note. Initially, the tax basis of a U.S. Noteholder should equal the amount paid for a Class F Note. Such basis will be increased by amounts taxable to such Noteholder by virtue of the QEF or CFC rules (if applicable), and decreased by actual distributions from the Issuer that are deemed to consist of such previously taxed amounts or are treated as a non-taxable return of capital. A U.S. Noteholder that receives foreign currency upon the sale or other disposition of the Class F Notes generally will realise an amount equal to the U.S. Dollar value of the foreign currency on the date of sale. A U.S. Noteholder will have a tax basis in the foreign currency received equal to the U.S. Dollar amount realised. Any gain or loss realised by a U.S. Noteholder on a subsequent conversion of the foreign currency for a different amount will be foreign currency gain or loss. If, however, the Class F Notes are traded on an established securities market, a cash basis U.S. Noteholder or electing accrual basis U.S. Noteholder will determine the amount realised on the settlement date.

Unless a QEF election is made, it is highly likely that any gain realised on the sale or exchange of a Class F Note will be treated as an excess distribution and taxed as ordinary income under the special tax rules described above (assuming that the PFIC rules apply and not the CFC rules).

Subject to a special limitation for individual U.S. Noteholders that have held the Class F Notes for more than one year, if the Issuer were treated as a CFC and a U.S. Noteholder were treated as a U.S. 10 per cent. Shareholder therein, then any gain realised by such Noteholder upon the disposition of Class F Notes would be treated as ordinary income to the extent of the U.S. Noteholder's pro rata share of current and accumulated earnings and profits of the Issuer and any of its subsidiaries. In this respect, earnings and profits would not include any amounts previously taxed pursuant to the CFC rules.

Transfer and Other Reporting Requirements

In general, U.S. Noteholders who acquire Class F Notes (or any Class of Notes that is recharacterised as equity in the Issuer) for cash may be required to file a Form 926 with the IRS and to supply certain additional information to the IRS if (i) such U.S. Noteholder owns (directly or indirectly) immediately after the transfer, at least 10 per cent. by vote or value of the Issuer or (ii) the transfer when aggregated with all related transfers under applicable regulations, exceeds U.S.$100,000. In the event a U.S. Noteholder that is required to file fails to file such form, that U.S. Noteholder could be subject to a penalty of up to U.S.$100,000 (computed as 10 per cent. of the gross amount paid for the Class F Notes) or more if the failure to file was due to intentional disregard of its obligation.

In addition, a U.S. Noteholder of Class F Notes (or any Class of Notes that is recharacterised as equity in the Issuer) that owns (actually or constructively) at least 10 per cent. by vote or value of the Issuer (and each officer or director of the Issuer that is a U.S. citizen or resident) may be required to file an information return on IRS Form 5471. A U.S. Noteholder of Class F Notes generally is required to provide additional information regarding the Issuer annually on IRS Form 5471 if it owns (actually or constructively) more than 50 per cent. by vote or value of the Issuer. U.S. Noteholders should consult their own tax advisors regarding whether they are required to file IRS Form 5471. In the event a U.S. Noteholder that is required to file such form fails to file such form, the U.S. Noteholder could be subject to a penalty of U.S.$10,000 for each such failure to file (in addition to other consequences).

Prospective investors in the Class F Notes (or any Class of Notes or other interest that could be recharacterised as equity in the Issuer) should consult with their own tax advisors regarding whether they are required to file IRS Form 8886 in respect of this transaction. Such filing generally will be required if such investors file U.S. federal income tax returns or U.S. federal information returns and recognise losses in excess of a specified threshold, and significant penalties may be imposed on taxpayers that fail to file the form timely. Such filing will also generally be required by a U.S. Noteholder of the Class F Notes if the Issuer both participates in certain types of transactions that are treated as "reportable transactions," such as a transaction in which its loss exceeds a specified threshold, and either (x) such U.S. Noteholder owns 10 per cent. or more of the aggregate amount of the Class F Notes and makes a QEF Election with respect to the Issuer or (y) the Issuer is treated as a CFC and such U.S. Noteholder is a "U.S. 10 per cent. Shareholder" (as defined above) of the Issuer. If the Issuer does participate in a reportable transaction, it will make reasonable efforts to make such information available. Significant penalties may be imposed on taxpayers required to file Form 8886 that fail to do so timely.

Certain U.S. Noteholders will be subject to reporting obligations with respect to their Notes if they do not hold them in an account maintained by certain financial institutions and the aggregate value of their Notes and certain other "specified foreign financial assets" exceeds $50,000 on the last day of the taxable year (or $75,000 on any day during the taxable year). Significant penalties can apply if a U.S. Noteholder is required to disclose its Notes and fails to do so.

U.S. Tax Treatment of Non-U.S. Noteholders of Notes

Subject to the discussions below under "*Information Reporting and Backup Withholding*", payments, including interest, OID and any amounts treated as dividends, on a Note to a non-U.S. Noteholder and gain realised on the sale, exchange or retirement of a Note by a non-U.S. Noteholder, will not be subject to U.S. federal income or withholding tax, unless (a) such income is effectively connected with a trade or business conducted by such non-U.S. Noteholder in the United States; or (b) in the case of federal income tax imposed on gain, such non-U.S. Noteholder is a non-resident alien individual who holds a Note as a capital asset and is present in the United States for 183 days or more in the taxable year of sale and certain other conditions are satisfied.

Information Reporting and Backup Withholding

The amount of interest and principal paid or accrued on the Notes, and the proceeds from the sale of a Note, in each case, paid within the United States or by a U.S. payor or U.S. middleman to a U.S. person (other than a corporation or other exempt recipient) will be reported to the IRS. Under the Code, a U.S. person may be subject, under certain circumstances, to "backup withholding tax" with respect to interest and principal on a Note or the gross proceeds from the sale of a Note paid within the United States or by a U.S. middleman or United States payor to a U.S. person. Backup withholding tax generally applies only if the U.S. person: (a) fails to furnish its social security or other taxpayer identification number within a reasonable time after the request therefore; (b) furnishes an incorrect taxpayer identification number; (c) is notified by the IRS that it has failed to properly report interest OID or dividends; or (d) fails, under certain circumstances, to provide a certified statement, signed under penalty of perjury, that it has furnished a correct taxpayer identification number and has not been notified by the IRS that it is subject to backup withholding tax for failure to report interest and dividend payments.

Non-U.S. Noteholders or, in certain cases, their beneficial owners may be required to comply with certification procedures to establish that they are not U.S. Noteholders in order to avoid information reporting and backup withholding tax.

Backup withholding is not an additional tax. The amount of any backup withholding collected from a payment will be allowed as a credit against the recipient's U.S. federal income tax liability and may entitle the recipient to a refund, so long as the required information is properly furnished to the IRS. Noteholders should consult their own tax advisors about any additional reporting requirements that may arise as a result of their purchasing, holding or disposing of Notes.

THE DISCUSSION ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL TAX MATTERS THAT MAY BE OF IMPORTANCE TO A PARTICULAR NOTEHOLDER. EACH PROSPECTIVE NOTEHOLDER IS STRONGLY URGED TO CONSULT ITS OWN TAX ADVISER ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN THE NOTES UNDER THE NOTEHOLDER'S OWN CIRCUMSTANCES.

(3) Foreign Account Tax Compliance Act

FATCA imposes a new reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a "foreign financial institution", or **FFI** (as defined by FATCA)) that does not become a **Participating FFI** by entering into an agreement with the U.S. Internal Revenue Service (**IRS**) to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States account" of the relevant FFI (a **Recalcitrant Noteholder**). The Issuer may be classified as an FFI.

The new withholding regime is currently in effect for payments from sources within the United States and will apply to **foreign passthru payments** (a term not yet defined) no earlier than 1 January 2017. This withholding would potentially apply to payments in respect of (i) any Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued after the **grandfathering date**, which is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified after the grandfathering date and (ii) any Notes characterised as equity for U.S. federal tax purposes, whenever issued.

The United States and a number of other jurisdictions have entered into intergovernmental agreements to facilitate the implementation of FATCA (each, an **IGA**). Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a **Reporting FI** not subject to withholding under FATCA on any payments it receives. Further, an FFI in an IGA jurisdiction generally would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being **FATCA Withholding**) from payments it makes. Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS.

The United States and the United Kingdom have entered into an agreement (the **US-UK IGA**) based largely on the Model 1 IGA. If the Issuer is classified as an FFI, the Issuer expects to be treated as a Reporting FI pursuant to the US-UK IGA and does not expect to be subject to FATCA Withholding on payments it receives. There can be no assurance, however, that the Issuer will be treated as a Reporting FI and that such withholding will not be imposed against the Issuer. If the Issuer does not become a Reporting FI, or is not treated as exempt from or in deemed compliance with FATCA, the Issuer may be subject to FATCA Withholding on payments received from U.S. sources and Participating FFIs. Any such withholding imposed on the Issuer may reduce the amounts available to the Issuer to make payments on the Notes.

If the Issuer is treated as a Reporting FI pursuant to the US-UK IGA, it does not anticipate that it will be obliged to deduct any FATCA Withholding on payments it makes. There can be no assurance, however, that the Issuer will be treated as a Reporting FI, or that it would in the future not be required to deduct FATCA Withholding from payments it makes. Accordingly, the Issuer and any financial institutions through which payments on the Notes are made may be required to withhold FATCA Withholding if (i) any FFI through or to which payment on such Notes is made is not a Participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA or (ii) a Noteholder is a Recalcitrant Noteholder.

Whilst the Notes are in global form and held within the ICSDs, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Issuer, any paying agent and the common depositary, given that each of the entities in the payment chain between the Issuer and the participants in the ICSDs is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the Notes. The documentation expressly contemplates the possibility that the Notes may go into definitive certificated form and therefore that they may be taken out of the ICSDs. If this were to happen, then a non-FATCA compliant holder could be subject to FATCA Withholding. However, definitive Notes will only be printed in remote circumstances.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes.

ERISA CONSIDERATIONS

ERISA imposes certain requirements on "employee benefit plans" subject thereto including entities (such as collective investment funds, insurance company separate accounts and some insurance company general accounts) the underlying assets of which include the assets of such plans (collectively, **ERISA Plans**), and on those persons who are fiduciaries with respect to ERISA Plans. Investments by ERISA Plans are subject to ERISA's general fiduciary requirements, including the requirements of prudence, diversification, and that investments be made in accordance with the documents governing the plan. The prudence of a particular investment must be determined by the responsible fiduciary of an ERISA Plan by taking into account the ERISA Plan's particular circumstances and all of the facts and circumstances of the investment.

Section 406 of ERISA and Section 4975 of the Code prohibit certain transactions involving the assets of an ERISA Plan, as well as assets of those plans that are not subject to ERISA but which are subject to Section 4975 of the Code, such as individual retirement accounts and Keogh plans, and entities the underlying assets of which include the assets of such plans (together with ERISA Plans, **Plans**) including specified transactions with certain persons (referred to as "parties in interest" under ERISA or "disqualified persons" under the Code (collectively, **Parties in Interest**)) having certain relationships to such Plans, unless a statutory or administrative exception or exemption is applicable to the transaction. Among other potential effects, a Party in Interest who engages in a prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code and the transaction may have to be rescinded.

Governmental plans (as defined in Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA) and certain non-U.S. plans (as described in Section 4(b)(4) of ERISA), while not subject to the fiduciary responsibility or prohibited transaction provisions of ERISA or the provisions of Section 4975 of the Code, may nevertheless be subject to substantially similar rules under federal, state, local or non-U.S. laws, and may be subject to the prohibited transaction rules of Section 503 of the Code.

Under ERISA and a regulation issued by the United States Department of Labor (29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA, (the **Plan Asset Regulation**)), if a Plan invests in an "equity interest" of an entity that is neither a "publicly offered security" nor a security issued by an investment company registered under the Investment Company Act of 1940, the Plan's assets are deemed to include both the equity interest and an undivided interest in each of the entity's underlying assets, unless it is established (a) that the entity is an "operating company," as that term is defined in the Plan Asset Regulation, or (b) that less than 25 per cent. of the total value of each class of equity interest in the entity, disregarding the value of any equity interests held by persons (other than Benefit Plan Investors) with discretionary authority or control over the assets of the entity or who provide investment advice for a fee with respect to such assets, and their respective Affiliates (each a **Controlling Person**), is held by Benefit Plan Investors (the **25 per cent. Limitation**). A **Benefit Plan Investor** means (1) an employee benefit plan (as defined in Section 3(3) of ERISA), subject to the provisions of Part 4 of Subtitle B of Title I of ERISA, (2) a plan to which Section 4975 of the Code applies, or (3) any entity whose underlying assets are deemed for the purposes of ERISA to include plan assets by reason of such an employee benefit plan or plan's investment in such entity or otherwise.

If the underlying assets of the Issuer are deemed to be Plan assets, the obligations and other responsibilities of Plan sponsors, Plan fiduciaries and Plan administrators, and of Parties in Interest, under Parts 1 and 4 of Subtitle B of Title I of ERISA and Section 4975 of the Code, as applicable, may be expanded, and there may be an increase in their liability under these and other provisions of ERISA and the Code. In addition, various providers of fiduciary or other services to the Issuer, and any other parties with authority or control with respect to the Issuer, could be deemed to be Plan fiduciaries or otherwise parties in interest or disqualified persons by virtue of their provision of such services (and there could be an improper delegation of authority to such providers).

The Plan Asset Regulation defines an "equity interest" as any interest in an entity other than an instrument that is treated as indebtedness under applicable local law and that has no substantial equity features. Although it is not free from doubt, the Class A Notes, Class B Notes, Class C Notes and Class D Notes offered hereby will be treated by the Issuer as indebtedness with no substantial equity features for purposes of ERISA. The treatment of the Class A Notes, Class B Notes, Class C Notes and Class D Notes as not being equity interests in the Issuer could, however, be affected, subsequent to their issuance, by certain changes in the structure or financial condition of the Issuer. However, the characteristics of the Class E Notes and to a greater extent, the Class F Notes for purposes of the Plan Asset Regulation are less certain. Therefore, the Class E Notes and the Class F Notes, may be considered "equity interests" for purposes of the Plan Asset Regulation. Accordingly, the Issuer intends to limit investments by Benefit Plan Investors in such Class E Notes, Class F Notes. In reliance on representations made by investors in Class E Notes and Class F Notes, the Issuer intends to limit investment by

Benefit Plan Investors in each of the Class E Notes and the Class F Notes to less than 25 per cent. of the Class E Notes, Class F Notes (determined separately by class) at all times (excluding for purposes of such calculation the Class E Notes and Class F Notes held by a Controlling Person). Each prospective purchaser (including a transferee) of a Class E Note or a Class F Note will be required to make certain representations regarding its status as a Benefit Plan Investor or Controlling Person and other ERISA matters as described below and under "*Transfer restrictions*".

Even assuming the Class A Notes, Class B Notes, Class C Notes and Class D Notes are not treated as equity interests in the Issuer for purposes of ERISA, it is possible that an investment in such Notes as well as in any Class E Note or Class F Note (or any interests therein) by a Benefit Plan Investor (or with the use of the assets of a Benefit Plan Investor) could be treated as a prohibited transaction under ERISA and/or Section 4975 of the Code. Such a prohibited transaction, however, may satisfy one or more statutory or administrative exemption. Even if an exemption were to apply, such exemption may not, however, apply to all of the transactions that could be deemed prohibited transactions in connection with an investment in the Notes by a Benefit Plan Investor.

Each of the Issuer, the Lead Manager, the Co-Manager, or their respective Affiliates may be the sponsor of, or investment adviser with respect to one, or more Plans. Because such parties may receive certain benefits in connection with the sale of the Notes to such Plans, whether or not the Notes are treated as equity interests in the Issuer, the purchase of such Notes using the assets of a Plan over which any of such parties has investment authority or provide other services might be deemed to be a violation of the prohibited transaction rules of ERISA and/or Section 4975 of the Code for which no exemption may be available. Accordingly, the Notes may not be acquired using the assets of any Plan if any of the Issuer, the Lead Manager or their respective Affiliates has investment authority with respect to such assets (except to the extent (if any) that a favourable statutory or administrative exemption or exception applies).

It should be noted that an insurance company's general account may be deemed to include assets of Plans under certain circumstances, e.g., where a Plan purchases certain types of annuity contracts issued by such an insurance company, based on the reasoning of the United States Supreme Court in John Hancock Mutual Life Ins. Co. v. Harris Trust and Savings Bank, 510 U.S. 86 (1993). An insurance company considering the purchase of Notes with assets of its general account should consider such purchase and the insurance company's ability to make the representations described above in light of John Hancock Mutual Life Ins. Co. v. Harris Trust and Savings Bank, Section 401(c) of ERISA and a regulation promulgated by the U.S. Department of Labor at 29 C.F.R. Section 2550.401c-1.

Each purchaser and transferee of a Class A Note, Class B Note, Class C Note or Class D Note or any interest in such Note will be deemed to have represented, warranted and agreed that (i) either (A) it is not, and is not acting on behalf of (and for so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or a governmental, church, non-U.S. or other plan which is subject to any federal, state, local or non-U.S. law that is substantially similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code (**Similar Law**), and no part of the assets to be used by it to acquire or hold such Notes or any interest therein constitutes or will constitute the assets of any Benefit Plan Investor or such governmental, church, non-U.S. or other plan, or (B) its acquisition, holding and disposition of such Notes (or interests therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or, in the case of a governmental, church, non-U.S. or other plan, a non-exempt violation of any Similar Law, and (ii) it will not sell or transfer such Notes (or interests therein) to a transferee acquiring such Notes (or interests therein) unless the transferee makes or is deemed to make the foregoing representations, warranties and agreements described in clause (i) hereof.

Each initial investor (other than the Lead Manager) in: (a) any Class E Notes or Class F Notes in the form of Rule 144A Notes or (b) any Class E Notes or Class F Notes in the form of Regulation S Notes represented by a Regulation S definitive certificate purchased on the Closing Date will be required to enter into a subscription agreement with the Lead Manager in which such investor will certify as to, among other matters, its status under the Securities Act, the Investment Company Act and ERISA.

Each holder of a Class E Note or a Class F Note in the form of a Global Note (provided they have given an ERISA certificate (substantially in the form of Appendix 4 (*Form of ERISA and tax certificate*) to this Prospectus) to the Issuer or as otherwise permitted in writing by the Issuer with respect to interests in Class E Notes or Class F Notes, acquired in the initial offering) will be deemed to represent, warrant and agree that (i) it is not, and will not be acting on behalf of a Benefit Plan Investor or Controlling Person. A governmental, church, non-U.S. or other plan will be deemed to represent that, (1) for so long as it holds such Notes or interest

therein it will not be, subject to any federal, state, local non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or any interest therein) by virtue of its interest and thereby subject the Issuer (or other persons responsible for the investment and operation of the Issuer's assets) to Similar Law and (2) its acquisition, holding and disposition of such Notes will not constitute or result in a non-exempt violation of any Similar Law. Each holder of a Class E Note or a Class F Note will agree or be deemed to agree to certain transfer restrictions and forced transfers regarding its interest in such Notes.

An investor that is a Controlling Person, a Benefit Plan Investor or acting on behalf of a Benefit Plan Investor, may acquire a Class E Note or Class F Note in definitive certificate form (or any interest therein) if such investor: (A) obtains the written consent of the Issuer and (B) provides an ERISA certificate to the Issuer as to its status as a Benefit Plan Investor or Controlling Person (substantially in the form of Appendix 4 (*Form of ERISA and tax certificate*) to this Prospectus). A purchaser or transferee or other holder of a Class E Notes or a Class F Note in the form of a definitive certificate or any interest in such Note will be required to (i) represent and warrant in writing to the Issuer in an ERISA certificate (1) whether or not, for so long as it holds such Notes or interest herein, it is, or is acting on behalf of, a Benefit Plan Investor, or is a Controlling Person and (2) that if it is, or is acting on behalf of, a Benefit Plan Investor, its acquisition, holding and disposition of such Notes will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code. If such purchaser or transferee is a governmental, church, non-U.S. plan or other plan, (x) it is not, and for so long as it holds such Notes or interest therein will not be, subject to any federal, state, local, non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or any interest therein) by virtue of its interest and thereby subject the Issuer (or other persons responsible for the investment and operation of the Issuer's assets) to any Similar Law and (y) its acquisition, holding and disposition of such Notes will not constitute or result in a non-exempt violation of any Similar Law, and (ii) agree to certain transfer restrictions regarding its interest in such Notes.

Without limiting any other restriction applicable to holding Class E Notes or Class F Notes, no purchase or transfer of an interest in Class E Notes or Class F Notes will be permitted or recognised if it would cause the 25 per cent. Limitation described above to be exceeded with respect to the Class E Notes or Class F Notes (determined separately by class).

Any Plan fiduciary considering whether to acquire a Note or interest in a Note on behalf of a Plan or an employee benefit plan not subject to ERISA or Section 4975 of the Code should consult with its counsel regarding the potential consequences of such investment, the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA and the Code and/or similar provisions of Similar Law, and the scope of any available exemption relating to such investment.

The sale of Notes or any interest therein to a Plan or an employee benefit plan not subject to ERISA or Section 4975 of the Code is in no respect a representation or warranty by the Issuer, or any other person that this investment meets all relevant legal requirements with respect to investments by Plans or such other plans generally or any particular plan, that any prohibited transaction exemption would apply to the acquisition, holding, or disposition of this investment by such plans in general or any particular plan, or that this investment is appropriate for such plans generally or any particular plan.

SUBSCRIPTION, SALE AND SELLING RESTRICTIONS

The Subscription Agreement

The Lead Manager has and the Co-Manager have, pursuant to the **Subscription Agreement** dated on or about the Closing Date between the Issuer, the Loan Seller, the Sole Arranger, the Lead Manager, and the Co-Manager agreed, jointly and severally subject to certain conditions, to subscribe and pay the Issuer for the Notes at their Issue Price of, in relation to the Class A Notes, 100 per cent., in relation to the Class B Notes, 100 per cent., in relation to the Class C Notes, 100 per cent., in relation to the Class D Notes, 99.54 per cent., in relation to the Class E Notes, 98.42 per cent. and in relation to the Class F Notes, 96.02 per cent. of the Principal Amount Outstanding of the relevant Class of Notes upon issue.

The Subscription Agreement is subject to a number of conditions and may be terminated by the Lead Manager in certain circumstances prior to payment for the Notes to the Issuer. The Issuer has agreed to indemnify the Lead Manager against certain liabilities in connection with the issue of the Notes.

Pursuant to the Loan Sale Agreement, Goldman Sachs Bank USA, as original lender has covenanted that it will retain a material net economic interest of not less than 5 per cent. in the securitisation in accordance with the text of each of Article 405 of the Capital Requirements Regulation and Article 51 of the AIFM Regulation. As at the Closing Date, such interest will be comprised of a 5 per cent. *pari passu* interest in the Whole Loan as required by the text of Article 405 of the Capital Requirements Regulation and Article 51 of the AIFM Regulation. Any change to the manner in which such interest is held will be notified to Noteholders.

General Selling Restrictions

Each of the Issuer, the Lead Manager and the Co-Manager has, pursuant to the Subscription Agreement, undertaken to the others that it will comply with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers the Notes or has in its possession or distributes the Prospectus or any related offering material, in all cases at its own expense.

United States

Regulation S, Category 2.

The Notes issued pursuant to this Prospectus have not been and will not be registered under the Securities Act or any U.S. State securities laws and may not be offered or sold within the United States or its territories or possessions or to or for the account or benefit of U.S. persons as defined in Regulation S under the Securities Act except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

In connection with the Regulation S Notes, each of the Lead Manager and the Co-Manager has represented and agreed that it will not offer, sell or deliver such Regulation S Notes (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering of the Regulation S Notes and the closing date. Each of the Lead Manager and the Co-Manager has further agreed that it will send to each dealer to which it sells any Regulation S Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until forty days after the commencement of the offering of Notes comprising any tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act (if available).

The Lead Manager and the Co-Manager may arrange for the resale of Notes to QIBs pursuant to Rule 144A and each such purchaser of Notes is hereby notified that the Lead Manager and the Co-Manager may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. The Issuer has undertaken to furnish, upon the request of a holder of such Notes or any beneficial interest therein, to such holder or to a prospective purchaser designated by him, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of request, the Issuer is neither subject to reporting under Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

United Kingdom

Each of the Lead Manager and the Co-Manager has, pursuant to the Subscription Agreement, represented, warranted and undertaken each other and to the Issuer that:

(a) **Financial promotion**: it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial and Services and Markets Act 2000 (**FSMA**)) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(b) **General compliance**: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

General

Other than the approval by the Central Bank of Ireland of this Prospectus as a prospectus in accordance with the requirements of the Prospectus Directive and implementing measures in Ireland, application having been made for the Notes to be admitted to the Main Securities Market of the Irish Stock Exchange and to trading on its regulated market and the filing of this Prospectus as a prospectus with the Companies Registration Office in Ireland, no action is being taken in any jurisdiction that would or is intended to permit a public offering of the Notes, or the possession, circulation or distribution of this Prospectus or any other material relating to the Issuer or the Notes in any jurisdiction where action for that purpose is required. This Prospectus does not constitute, and may not be used for the purpose of, an offer or solicitation in or from any jurisdiction where such an offer or solicitation is not authorised. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any other offering material or advertisement in connection with the Notes may be distributed or published in or from any country or jurisdiction, except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction.

The Lead Manager and the Co-Manager have each undertaken not to offer or sell any of the Notes, or to distribute this document or any other material relating to the Notes, in or from any jurisdiction except under circumstances that will result in compliance with applicable law and regulations.

Persons into whose hands this Prospectus comes are required by the Issuer, the Lead Manager and the Co-Manager to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver the Notes or have in their possession, distribute or publish this Prospectus or any other offering material relating to the Notes, in all cases at their own expense.

Interests of natural and legal persons involved in the issue/offer

Certain of the Lead Manager, the Co-Manager and their affiliates (including parent companies) have engaged, and may in the future engage, in investment banking and/or commercial banking transactions and may perform services for the Issuer, the Borrowers and their respective shareholders and affiliates in the ordinary course of business for which they have received and will receive compensation.

TRANSFER RESTRICTIONS

Because of the following restrictions (the **Transfer Restrictions**), purchasers are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Notes.

The Notes have not been registered under the Securities Act or any state securities or "Blue Sky" laws or the securities laws of any other jurisdiction and, accordingly, may not be reoffered, resold, pledged or otherwise transferred except in accordance with the restrictions described herein and set out in the Note Trust Deed.

Without limiting the foregoing, by holding a Note, you will acknowledge and agree, among other things, that you understand that the Issuer is not registered as an investment company under the Investment Company Act, and that the Issuer intends to rely on an exemption from registration by virtue of Section 3(c)(5)(C) of the Investment Company Act.

Rule 144A Notes

Each prospective purchaser of Rule 144A Notes, by accepting delivery of this prospectus, will be deemed to have represented and agreed (or in certain circumstances, shall be required to represent and agree) that such person acknowledges that this prospectus is personal to it and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire Notes other than pursuant to Rule 144A or in offshore transactions in accordance with Regulation S. Distribution of this prospectus, or disclosure of any of its contents to any person other than such offeree and those persons, if any, retained to advise it with respect thereto is unauthorised and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited.

Each purchaser or transferee of Rule 144A Notes will be required to represent and agree, as follows:

1. **The purchaser (a) is a QIB, (b) is aware that the sale of such Rule 144A Notes to it is being made in reliance on Rule 144A, (c) is acquiring such Notes for its own account or for the account of a QIB as to which the purchaser exercises sole investment discretion, and (d) will provide notice of the transfer restrictions described herein to any subsequent transferees.**

2. **The purchaser understands that such Rule 144A Notes have not been and will not be registered under the Securities Act, and may be reoffered, resold or pledged or otherwise transferred only (a)(i) to a person whom the purchaser reasonably believes is a QIB purchasing for its own account or for the account of a QIB as to which the purchaser exercises sole investment discretion in a transaction meeting the requirements of Rule 144A or (ii) in an offshore transaction complying with Rule 903 or Rule 904 of Regulation S and (b) in accordance with all applicable securities laws including the securities laws of any state of the United States. The purchaser understands that the Issuer has not been registered under the Investment Company Act. The purchaser understands and agrees that any purported transfer of the Rule 144A Notes to a purchaser that does not comply with the requirements of this paragraph 2 shall be null and void *ab initio*.**

3. **The purchaser is not purchasing such Rule 144A Notes with a view toward the resale, distribution or other disposition thereof in violation of the Securities Act. The purchaser understands that an investment in the Rule 144A Notes involves certain risks, including the risk of loss of its entire investment in the Rule 144A Notes under certain circumstances. The purchaser has had access to such financial and other information concerning the Issuer and the Notes as it deemed necessary or appropriate in order to make an informed investment decision with respect to its purchase of the Rule 144A Notes, including an opportunity to ask questions of, and request information from, the Issuer.**

4. **In connection with the purchase of the Rule 144A Notes: (a) none of the Issuer or the Issuer Related Parties is acting as a fiduciary for the purchaser; (b) the purchaser is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Issuer or the Issuer Related Parties other than in this prospectus for such Notes and any representations expressly set out in a written agreement with such party; (c) none of the Issuer or the Issuer Related Parties has given to the purchaser (directly or indirectly through any other person) any assurance, guarantee or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise)**

as to an investment in the Rule 144A Notes; (d) the purchaser has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and it has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the Note Trust Deed) based upon its own judgement and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Issuer or the Issuer Related Parties; (e) the purchaser has evaluated the rates, prices or amounts and other terms and conditions of the purchase and sale of the Rule 144A Notes with a full understanding of all of the risks thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks; and (f) the purchaser is a sophisticated investor.

5. With respect to the purchase, holding and disposition of any Class A Note, Class B Note, Class C Note or Class D Note or any interest in such Note (i) either (A) it is not, and is not acting on behalf of (and for so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or a governmental, church, non-U.S. or other plan which is subject to any Similar Law, and no part of the assets to be used by it to acquire or hold such Notes or any interest therein constitutes or will constitute the assets of any Benefit Plan Investor or such governmental, church, non-U.S. or other plan, or (B) its acquisition, holding and disposition of such Notes (or interests therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or, in the case of a governmental, church, non-U.S. or other plan, a non-exempt violation of any Similar Law, and (ii) it will not sell or transfer such Notes (or interests therein) to an acquiror acquiring such Notes (or interests therein) unless the acquiror makes the foregoing representations, warranties and agreements described in clause (i) hereof. Any purported transfer of the Notes in violation of the requirements set forth in this paragraph shall be null and void ab initio and the acquiror understands that the Issuer will have the right to cause the sale of such Notes to another acquiror that complies with the requirements of this paragraph in accordance with the terms of the Note Trust Deed.

(i) With respect to the Class E Notes and the Class F Notes in the form of a Rule 144A Global Note: it is not, and is not acting on behalf of, a Benefit Plan Investor or Controlling Person, and, if it is a governmental, church, non-U.S. or other plan, (1) it is not, and for so long as it holds such Notes or interest therein will not be, subject to any federal, state, local, non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or any interest therein) by virtue of its interest and thereby subject the Issuer (or other persons responsible for the investment and operation of the Issuer's assets) to any Similar Law and (2) its acquisition, holding and disposition of such Notes will not constitute or result in a non exempt violation of any Similar Law.

(ii) With respect to acquiring or holding a Class E Note or a Class F Note in the form of a definitive certificate (i) (A) it will represent in an ERISA Certificate (substantially in the form provided in Appendix 4 (*Form of ERISA and tax certificate*) to this Prospectus) whether or not, for so long as it holds such Class E Note or Class F Note or interest therein, it is, or is acting on behalf of, a Benefit Plan Investor, (B) it will represent in an ERISA Certificate (substantially in the form provided in Appendix 4 (*Form of ERISA and tax certificate*) to this Prospectus) whether or not, for so long as it holds such Class E Note or Class F Note or interest therein, it is a Controlling Person and (C) that (1) if it is, or is acting on behalf of, a Benefit Plan Investor, its acquisition, holding and disposition of such Class E Note or Class F Note will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code and (2) if it is a governmental, church, non-U.S. or other plan, (x) it is not, and for so long as it holds such Class E Note or Class F Note or interest therein will not be, subject to any federal, state, local, non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or any interest therein) by virtue of its interest and thereby subject the Issuer (or other persons responsible for the investment and operation of the Issuer's assets) to any Similar Law and (y) its acquisition, holding and disposition of such Class E Note or Class F Note will not constitute or result in a non-exempt violation of any Similar Law, and (ii) that it will agree to certain transfer restrictions regarding its interest in such Class E Note or Class F Note. Any purported transfer of the Class E Notes or Class F Notes in violation of the requirements set forth in this paragraph or without the written consent of the Issuer shall be null and void ab initio and the acquiror understands that the Issuer will have the right to cause the sale of such

Class E Notes or Class F Notes to another acquiror that complies with the requirements of this paragraph in accordance with the terms of the Note Trust Deed.

6. The purchaser understands that pursuant to the terms of the Note Trust Deed, the Issuer has agreed that the Rule 144A Notes will bear the legend set out below, and will be represented by one or more Rule 144A Global Notes. The Rule 144A Notes may not at any time be held by or on behalf of, within the United States, persons, or outside the United States, U.S. persons that are not QIBs.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE **INVESTMENT COMPANY ACT**). THE HOLDER HEREOF, BY PURCHASING THE NOTES IN RESPECT OF WHICH THIS NOTE HAS BEEN ISSUED, AGREES FOR THE BENEFIT OF THE ISSUER THAT THE NOTES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (A)(1) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, OR (2) TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S OF THE SECURITIES ACT AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES. NO U.S. PERSONS MAY HOLD AN INTEREST IN A REGULATION S NOTE. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE NOTE TRUSTEE AND ANY PAYING AGENT OR ANY INTERMEDIARY. EACH TRANSFEROR OF THIS NOTE WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET OUT HEREIN AND IN THE NOTE TRUST DEED TO ITS TRANSFEREE.

TRANSFERS OF THIS NOTE OR OF PORTIONS OF THIS NOTE SHOULD BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET OUT IN THE NOTE TRUST DEED REFERRED TO HEREIN.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES ONLY*] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED THAT (I) EITHER (A) IT IS NOT, AND IS NOT ACTING ON BEHALF OF, AN EMPLOYEE BENEFIT PLAN, AS DEFINED IN SECTION 3(3) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (ERISA), THAT IS SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, A PLAN TO WHICH SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE **CODE**), APPLIES, OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF SUCH AN EMPLOYEE BENEFIT PLAN OR PLAN'S INVESTMENT IN SUCH ENTITY WITHIN THE MEANING OF 29 C.F.R. SECTION 2510.3-101 (AS MODIFIED BY SECTION 3(42) OF ERISA) (**BENEFIT PLAN INVESTOR**), OR A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE (**SIMILAR LAW**), AND NO PART OF THE ASSETS TO BE USED BY IT TO ACQUIRE OR HOLD SUCH NOTES OR ANY INTEREST THEREIN CONSTITUTES OR WILL CONSTITUTE THE ASSETS OF ANY BENEFIT PLAN INVESTOR OR SUCH GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF SUCH NOTES (OR INTERESTS THEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR, IN THE CASE OF A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, A NON-EXEMPT VIOLATION OF ANY SIMILAR LAW, AND (II) IT WILL NOT SELL OR TRANSFER SUCH NOTES (OR INTERESTS THEREIN) TO AN ACQUIROR ACQUIRING SUCH NOTES (OR INTERESTS THEREIN) UNLESS THE ACQUIROR MAKES THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS DESCRIBED IN CLAUSE (I) HEREOF. ANY PURPORTED TRANSFER OF THE NOTES IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE

SALE OF SUCH NOTES TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE NOTE TRUST DEED.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES AND CLASS F NOTES IN THE FORM OF RULE 144A GLOBAL NOTES ONLY*] EACH PURCHASER OR TRANSFEREE OF THIS CLASS E NOTE OR CLASS F NOTE WILL BE REQUIRED OR DEEMED TO REPRESENT AND WARRANT THAT (A) IT IS NOT, AND IS NOT ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON AND (B) IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, (I) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN IT WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL NON-U.S. OR OTHER LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN ANY NOTE (OR INTEREST THEREIN) BY VIRTUE OF ITS INTEREST AND THEREBY SUBJECT THE ISSUER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) TO LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (**ERISA**) OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE **CODE**) (**SIMILAR LAW**), AND (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT VIOLATION OF ANY SIMILAR LAW. EACH TRANSFEREE OF THIS CLASS E NOTE OR CLASS F NOTE FORMING PART OF THE RETENTION NOTES SHALL REPRESENT (AMONG OTHER THINGS) WHETHER OR NOT IT IS A CONTROLLING PERSON AND SUCH TRANSFER SHALL NOT CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES OR CLASS F NOTES (DETERMINED SEPARATELY BY CLASS) FORMING PART OF THE RETENTION NOTES TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES OR CLASS F NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS. **BENEFIT PLAN INVESTOR** MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF TITLE I OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE **PLAN ASSETS** BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN'S INVESTMENT IN THE ENTITY. **CONTROLLING PERSON** MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. A **U.S. AFFILIATE** OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. **CONTROL** WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THE CLASS E NOTES OR CLASS F NOTES IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF SUCH CLASS E NOTES OR CLASS F NOTES TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE NOTE TRUST DEED.

NO TRANSFER OF A CLASS E NOTE OR CLASS F NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE ISSUER WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES OR CLASS F NOTES (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES OR CLASS F NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS (**25 PER CENT. LIMITATION**).

THE ISSUER HAS THE RIGHT, UNDER THE NOTE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF A CLASS E NOTE OR CLASS F NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON OR SIMILAR LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25 PER CENT. LIMITATION TO SELL ITS INTEREST IN THE CLASS E NOTE OR CLASS F NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES OR CLASS F NOTES IN THE FORM OF DEFINITIVE CERTIFICATES ONLY*] EACH PURCHASER OR TRANSFEREE OF THIS CLASS E NOTE OR CLASS F NOTE WILL BE REQUIRED TO REPRESENT AND WARRANT IN WRITING TO THE ISSUER (A) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, (B) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS A CONTROLLING PERSON AND (C) THAT (1) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (**ERISA**) OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE **CODE**) AND (2) IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN IT WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL NON-U.S. OR OTHER LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN ANY NOTE (OR INTEREST THEREIN) BY VIRTUE OF ITS INTEREST AND THEREBY SUBJECT THE ISSUER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) TO LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (**SIMILAR LAW**), AND (b) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT VIOLATION OF ANY SIMILAR LAW. EACH PURCHASER OR SUBSEQUENT TRANSFEREE, AS APPLICABLE, OF CLASS E NOTES OR CLASS F NOTES WILL BE REQUIRED TO COMPLETE AN ERISA CERTIFICATE IDENTIFYING ITS STATUS AS A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON. **BENEFIT PLAN INVESTOR** MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF TITLE I OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE **PLAN ASSETS** BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN'S INVESTMENT IN THE ENTITY. **CONTROLLING PERSON** MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. A **U.S. AFFILIATE** OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. **CONTROL** WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THE CLASS E NOTES OR CLASS F NOTES IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF SUCH CLASS E NOTES OR CLASS F NOTES TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE NOTE TRUST DEED.

NO TRANSFER OF A CLASS E NOTE OR CLASS F NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE ISSUER WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES OR CLASS F NOTES (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES OR CLASS F NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS (**25 PER CENT. LIMITATION**).

THE ISSUER HAS THE RIGHT, UNDER THE NOTE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF A CLASS E NOTE OR CLASS F NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON OR SIMILAR LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25 PER CENT. LIMITATION TO SELL ITS INTEREST IN THE CLASS E NOTE OR CLASS F NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

THE FAILURE TO PROVIDE THE ISSUER, THE NOTE TRUSTEE AND ANY PAYING AGENT WITH THE APPLICABLE U.S. FEDERAL INCOME TAX CERTIFICATIONS (GENERALLY, A U.S. INTERNAL REVENUE SERVICE FORM W 9 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE OR AN APPLICABLE U.S. INTERNAL REVENUE SERVICE FORM W 8 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS NOT A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE) MAY RESULT IN U.S. FEDERAL BACK UP WITHHOLDING FROM PAYMENTS TO THE HOLDER IN RESPECT OF THIS NOTE.

THE CLASS B NOTES, THE CLASS C NOTES, THE CLASS D NOTES, AND THE CLASS E NOTES WILL BE ISSUED WITH ORIGINAL ISSUE DISCOUNT (**OID**) FOR UNITED STATES FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, TOTAL AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY MAY BE OBTAINED BY CONTACTING THE ISSUER AT 35 GREAT ST. HELEN'S, LONDON EC3A 6AP UNITED KINGDOM.

EACH HOLDER OF A NOTE (OR ANY INTEREST THEREIN) WILL BE DEEMED TO HAVE REPRESENTED AND AGREED TO TREAT THE ISSUER AND THE NOTES AS DESCRIBED IN THE "UNITED STATES FEDERAL TAXATION" SECTION OF THE PROSPECTUS FOR ALL U.S. FEDERAL, STATE AND LOCAL INCOME TAX PURPOSES AND TO TAKE NO ACTION INCONSISTENT WITH SUCH TREATMENT.

EACH HOLDER OF A NOTE (OR ANY INTEREST THEREIN) WILL INDEMNIFY THE ISSUER, THE NOTE TRUSTEE AND THEIR RESPECTIVE AGENTS AND EACH OF THE HOLDERS OF NOTES FROM ANY AND ALL DAMAGES, COSTS AND EXPENSES (INCLUDING ANY AMOUNTS OF TAXES, FEES, INTEREST, ADDITIONS TO TAX, OR PENALTIES) RESULTING FROM THE FAILURE BY SUCH HOLDER TO COMPLY WITH ITS OBLIGATIONS ABOVE. THIS INDEMNIFICATION WILL CONTINUE WITH RESPECT TO ANY PERIOD DURING WHICH THE HOLDER HELD A NOTE (OR AN INTEREST THEREIN), NOTWITHSTANDING THE HOLDER CEASING TO BE A HOLDER OF THE NOTE.

7. **The purchaser will not, at any time, offer to buy or offer to sell the Notes by any form of general solicitation or advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio or seminar or meeting whose attendees have been invited by general solicitations or advertising.**

8. **Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.**

9. **Each holder and beneficial owner of a Rule 144A Note, by acceptance of its Rule 144A Note or its interest in a Note, shall be deemed to understand and acknowledge that failure to provide the Issuer, the Note Trustee or any Paying Agent with the applicable U.S. federal income tax certifications (generally, a U.S. Internal Revenue Service Form W-9 (or successor applicable form) in the case of a person that is a "United States person" within the meaning of Section 7701(a)(30) of the Code or an appropriate U.S. Internal Revenue Service Form W-8 (or successor applicable form) in the case of a person that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code) may result in U.S. federal back up withholding from payments in respect of such Note.**

10. **The purchaser understands and acknowledges that the Issuer has the right, under the Conditions, to withhold up to 30 per cent. on all payments made to any beneficial owner of an interest in the Notes that fails to comply with the requirements of clause 9 above.**

11. **Each holder of a Note (or any interest therein) will be deemed to have represented and agreed to treat the Issuer and the Notes as described in the "United States Federal Taxation" section of the prospectus for all U.S. federal, state and local income tax purposes and to take no action inconsistent with such treatment.**

Regulation S Notes

Each purchaser or transferee of Regulation S Notes will be deemed (or in certain circumstances shall be required) to have made the representations set out in clauses (3), (4) and (7) through (11) (inclusive) above

(except that references to Rule 144A Notes shall be deemed to be references to Regulation S Notes) and to have further represented and agreed as follows:

1. **The purchaser is located outside the United States and is not a U.S. person (as defined in Regulation S).**

2. **The purchaser understands that the Notes have not been and will not be registered under the Securities Act and that the Issuer has not registered and will not register under the Investment Company Act. It agrees, for the benefit of the Issuer, the Lead Manager and any of their Affiliates, that, if it decides to resell, pledge or otherwise transfer such Notes (or any beneficial interest or participation therein) purchased by it, any offer, sale or transfer of such Notes (or any beneficial interest or participation therein) will be made in compliance with the Securities Act and only (i) to a person it reasonably believes is a QIB purchasing for its own account or for the account of a QIB , in a transaction that meets the requirements of Rule 144A and takes delivery in the form of a Rule 144A Note; or (ii) to a non-U.S. person in an offshore transaction in accordance with Rule 903 or Rule 904 (as applicable) under Regulation S.**

3. **The purchaser understands that unless the Issuer determines otherwise in compliance with applicable law, such Notes will bear a legend set out below.**

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE **INVESTMENT COMPANY ACT**). THE HOLDER HEREOF, BY PURCHASING THE NOTES IN RESPECT OF WHICH THIS NOTE HAS BEEN ISSUED, AGREES FOR THE BENEFIT OF THE ISSUER THAT THE NOTES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (A)(1) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, OR (2) TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S OF THE SECURITIES ACT AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES. NO U.S. PERSONS MAY HOLD AN INTEREST IN A REGULATION S NOTE. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO* AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE NOTE TRUSTEE AND ANY PAYING AGENT OR ANY INTERMEDIARY. EACH TRANSFEROR OF THIS NOTE WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET OUT HEREIN AND IN THE NOTE TRUST DEED TO ITS TRANSFEREE.

TRANSFERS OF THIS NOTE OR OF PORTIONS OF THIS NOTE SHOULD BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET OUT IN THE NOTE TRUST DEED REFERRED TO HEREIN.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES ONLY*] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED THAT (I) EITHER (A) IT IS NOT, AND IS NOT ACTING ON BEHALF OF, AN EMPLOYEE BENEFIT PLAN, AS DEFINED IN SECTION 3(3) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (**ERISA**), THAT IS SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, A PLAN TO WHICH SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE **CODE**), APPLIES, OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF SUCH AN EMPLOYEE BENEFIT PLAN OR PLAN'S INVESTMENT IN SUCH ENTITY WITHIN THE MEANING OF 29 C.F.R. SECTION 2510.3-101 (AS MODIFIED BY SECTION 3(42) OF ERISA) (**BENEFIT PLAN INVESTOR**), OR A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE (**SIMILAR LAW**), AND NO PART OF THE ASSETS TO BE USED BY IT TO ACQUIRE OR HOLD SUCH NOTES OR ANY INTEREST THEREIN CONSTITUTES OR WILL CONSTITUTE THE

ASSETS OF ANY BENEFIT PLAN INVESTOR OR SUCH GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF SUCH NOTES (OR INTERESTS THEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR, IN THE CASE OF A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, A NON-EXEMPT VIOLATION OF ANY SIMILAR LAW, AND (II) IT WILL NOT SELL OR TRANSFER SUCH NOTES (OR INTERESTS THEREIN) TO AN ACQUIROR ACQUIRING SUCH NOTES (OR INTERESTS THEREIN) UNLESS THE ACQUIROR MAKES THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS DESCRIBED IN CLAUSE (I) HEREOF. ANY PURPORTED TRANSFER OF THE NOTES IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF SUCH NOTES TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE NOTE TRUST DEED.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES AND CLASS F NOTES IN THE FORM OF REGULATION S GLOBAL CERTIFICATES ONLY*] EACH PURCHASER OR TRANSFEREE OF THIS CLASS E NOTE OR CLASS F NOTE WILL BE REQUIRED OR DEEMED TO REPRESENT AND WARRANT THAT (A) IT IS NOT, AND IS NOT ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON AND (B) IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, (I) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN IT WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL NON-U.S. OR OTHER LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN ANY NOTE (OR INTEREST THEREIN) BY VIRTUE OF ITS INTEREST AND THEREBY SUBJECT THE ISSUER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) TO LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (**ERISA**) OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE **CODE**) (**SIMILAR LAW**), AND (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT VIOLATION OF ANY SIMILAR LAW. EACH TRANSFEREE OF THIS CLASS E NOTE OR CLASS F NOTE FORMING PART OF THE RETENTION NOTES SHALL REPRESENT (AMONG OTHER THINGS) WHETHER OR NOT IT IS A CONTROLLING PERSON AND SUCH TRANSFER SHALL NOT CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES OR CLASS F NOTES (DETERMINED SEPARATELY BY CLASS) FORMING PART OF THE RETENTION NOTES TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES OR CLASS F NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS. **BENEFIT PLAN INVESTOR** MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF TITLE I OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE **PLAN ASSETS** BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN'S INVESTMENT IN THE ENTITY. **CONTROLLING PERSON** MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. A **U.S. AFFILIATE** OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. **CONTROL** WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THE CLASS E NOTES OR CLASS F NOTES IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF SUCH CLASS E NOTES OR CLASS F NOTES TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE NOTE TRUST DEED.

NO TRANSFER OF A CLASS E NOTE OR CLASS F NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE ISSUER WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES OR CLASS F

NOTES (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES OR CLASS F NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS (**25 PER CENT. LIMITATION**).

THE ISSUER HAS THE RIGHT, UNDER THE NOTE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF A CLASS E NOTES OR CLASS F NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON OR SIMILAR LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25 PER CENT. LIMITATION TO SELL ITS INTEREST IN THE CLASS E NOTE OR CLASS F NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES AND CLASS F NOTES IN THE FORM OF DEFINITIVE CERTIFICATES ONLY*] EACH PURCHASER OR TRANSFEREE OF THIS CLASS E NOTE OR CLASS F NOTE WILL BE REQUIRED TO REPRESENT AND WARRANT IN WRITING TO THE ISSUER (A) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS CLASS E NOTE OR CLASS F NOTE OR AN INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, (B) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS CLASS E NOTE OR CLASS F NOTE OR AN INTEREST HEREIN, IT IS A CONTROLLING PERSON AND (C) THAT (1) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS CLASS E NOTE OR CLASS F NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (**ERISA**) OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE **CODE**) AND (2) IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS CLASS E NOTE OR CLASS F NOTE OR AN INTEREST HEREIN IT WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL NON-U.S. OR OTHER LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN ANY NOTE (OR INTEREST THEREIN) BY VIRTUE OF ITS INTEREST AND THEREBY SUBJECT THE ISSUER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) TO LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (**SIMILAR LAW**), AND (b) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS CLASS E NOTE OR CLASS F NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT VIOLATION OF ANY SIMILAR LAW. EACH PURCHASER OR SUBSEQUENT TRANSFEREE, AS APPLICABLE, OF A CLASS E NOTE OR CLASS F NOTE WILL BE REQUIRED TO COMPLETE AN ERISA CERTIFICATE IDENTIFYING ITS STATUS AS A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON. **BENEFIT PLAN INVESTOR** MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF TITLE I OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE **PLAN ASSETS** BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN INVESTMENT IN THE ENTITY. **CONTROLLING PERSON** MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. A **U.S. AFFILIATE** OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. **CONTROL** WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THE CLASS E NOTES OR CLASS F NOTES IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF SUCH CLASS E NOTES OR CLASS F NOTES TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE NOTE TRUST DEED.

NO TRANSFER OF A CLASS E NOTE OR CLASS F NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE ISSUER WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES OR CLASS F

NOTES TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES OR CLASS F NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS (**25 PER CENT. LIMITATION**).

THE ISSUER HAS THE RIGHT, UNDER THE NOTE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF A CLASS E NOTE OR CLASS F NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON OR SIMILAR LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25 PER CENT. LIMITATION TO SELL ITS INTEREST IN THE CLASS E NOTE OR CLASS F NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

EACH HOLDER OF A NOTE (OR ANY INTEREST THEREIN) WILL BE DEEMED TO HAVE REPRESENTED AND AGREED TO TREAT THE ISSUER AND THE NOTES AS DESCRIBED IN THE "UNITED STATES FEDERAL TAXATION" SECTION OF THE PROSPECTUS FOR ALL U.S. FEDERAL STATE AND LOCAL INCOME TAX PURPOSES AND TO TAKE NO ACTION INCONSISTENT WITH SUCH TREATMENT.

THE FAILURE TO PROVIDE THE ISSUER, THE TRUSTEE AND ANY PAYING AGENT WITH THE APPLICABLE U.S. FEDERAL INCOME TAX CERTIFICATIONS (GENERALLY, A U.S. INTERNAL REVENUE SERVICE FORM W 9 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE OR AN APPLICABLE U.S. INTERNAL REVENUE SERVICE FORM W 8 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS NOT A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE) MAY RESULT IN U.S. FEDERAL BACK UP WITHHOLDING FROM PAYMENTS TO THE HOLDER IN RESPECT OF THIS NOTE.

THE CLASS B NOTES, THE CLASS C NOTES, THE CLASS D NOTES, AND THE CLASS E NOTES WILL BE ISSUED WITH ORIGINAL ISSUE DISCOUNT (**OID**) FOR UNITED STATES FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, TOTAL AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY MAY BE OBTAINED BY CONTACTING THE ISSUER AT 35 GREAT ST. HELEN'S, LONDON EC3A 6AP UNITED KINGDOM.

EACH HOLDER OF A NOTE (OR ANY INTEREST THEREIN) WILL INDEMNIFY THE ISSUER, THE NOTE TRUSTEE AND THEIR RESPECTIVE AGENTS AND EACH OF THE HOLDERS OF NOTES FROM ANY AND ALL DAMAGES, COSTS AND EXPENSES (INCLUDING ANY AMOUNTS OF TAXES, FEES, INTEREST, ADDITIONS TO TAX, OR PENALTIES) RESULTING FROM THE FAILURE BY SUCH HOLDER TO COMPLY WITH ITS OBLIGATIONS ABOVE. THIS INDEMNIFICATION WILL CONTINUE WITH RESPECT TO ANY PERIOD DURING WHICH THE HOLDER HELD A NOTE (OR AN INTEREST THEREIN), NOTWITHSTANDING THE HOLDER CEASING TO BE A HOLDER OF THE NOTE.

4. **The purchaser acknowledges that the Issuer, the Lead Manager, the Note Trustee, and their Affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.**

5. **The purchaser understands that the Regulation S Notes may not, at any time, be held by, or on behalf of, U.S. persons (as defined in Regulation S).**

6. **Each holder of a Note (or any interest therein) will be deemed to have represented and agreed to treat the Issuer and the Notes as described in the "United States Federal Taxation" section of the prospectus for all U.S. federal, state and local income tax purposes and to take no action inconsistent with such treatment.**

A transferor who transfers an interest in a Regulation S Note to a transferee who will hold the interest in the same form is not required to make any additional representation or certification.

GENERAL INFORMATION

(1) The issue of the Notes and the Class X Certificates was authorised by resolution of the board of directors of the Issuer passed on 31 July 2015.

(2) The Prospectus has been approved by the Central Bank of Ireland, as competent authority under the Prospectus Directive. The Central Bank of Ireland only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval only relates to the Notes which are to be admitted to trading in a regulated market for the purposes of Directive 2004/39/EC and/or which are to be offered to the public in any member state of the European Economic Area.

(3) It is expected that admission of the Notes to the Official List of the Irish Stock Exchange and to trading on the Main Securities Market will be granted on or about the Closing Date, subject only to the issue of the Global Note. The listing of the Notes will be cancelled if the Global Note is not issued. Secondary transactions will normally be effected for settlement in sterling and for delivery on the third working day after the day of the transaction.

(4) The Global Notes and the Global Class X Certificates have been accepted for clearance through Euroclear and Clearstream, Luxembourg.

(5) The Issuer is not, and has not been, involved in any litigation, arbitration or governmental proceedings which may have, or have had, since incorporation, a significant effect on its financial position or profitability nor is the Issuer, to the best of its knowledge, aware that any such proceedings are pending or threatened.

(6) Copies of the following documents (and any amendments thereto from time to time) may be inspected by the Noteholders or other parties in physical/electronic form during usual business hours on any weekday (excluding Saturdays, Sundays and public holidays) at the specified offices of the Principal Paying Agent for the term of the Notes, for so long as any Notes are listed on the Irish Stock Exchange:

(i) the memorandum and articles of association of the Issuer;

(ii) the Note Trust Deed;

(iii) the Issuer Deed of Charge;

(iv) the Servicing Agreement;

(v) the Issuer Cash Management Agreement;

(vi) the Issuer Account Bank Agreement;

(vii) the Corporate Services Agreement;

(viii) the Agency Agreement;

(ix) the Master Definitions Schedule;

(x) the Facility Agreement; and

(xi) the Full Valuation and the Condensed Valuation.

(7) Since the date of incorporation or establishment, the Issuer has not commenced operations and no financial statements have been made up as at the date of the Prospectus.

(8) Save as disclosed in this Prospectus, the Issuer has no outstanding loan capital, borrowings, indebtedness or contingent liabilities, nor has the Issuer created any mortgages or charges or given any guarantees.

(9) So long as any of the Notes remains outstanding, copies of the Issuer Cash Manager Quarterly Reports shall be made available for collection at the registered offices of the Issuer, the Note Trustee and the Paying Agent, respectively, on each Calculation Date and on each date on which it is produced. The

first Issuer Cash Manager Quarterly Report will be available at the registered office of the Issuer, the Note Trustee and the Paying Agent on or about the Note Payment Date falling on 20 August 2015. The Issuer Cash Manager Quarterly Reports will be produced quarterly and will contain details of amounts payable on the Note Payment Date to which it refers in accordance with the Issuer Priority of Payments, including the amount payable as principal and interest in respect of each Note.

(10) The estimated annual fees and expenses payable by the Issuer in connection with the issuance of the Notes and the Class X Certificates amount to approximately £96,000 (exclusive of VAT (if any) properly chargeable thereon and excluding servicing fees, special servicing fees, liquidation and workout fees and the liquidity commitment fee).

(11) The estimated total expenses payable by the Issuer in connection with the admission of the Notes to trading on the regulated market of the Irish Stock Exchange amount to approximately €10,000 (excluding application of VAT, if any).

(12) The language of the prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

(13) Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in relation to the Notes and is not itself seeking admission of the Notes to the Official List of the Irish Stock Exchange or to trading on the regulated market of the Irish Stock Exchange for the purposes of the Prospectus Directive.

(14) The Note Trust Deed and the Issuer Deed of Charge will provide that the Note Trustee and the Issuer Security Trustee may rely on reports or other information from professional advisers or other experts (whether addressed to or obtained by the Issuer, the Note Trustee, the Issuer Security Trustee or any other person) in accordance with the provisions of the Note Trust Deed and the Issuer Deed of Charge, respectively, whether or not such report or other information contains any monetary or other limit on the liability of the relevant professional adviser or expert.

(15) Except as is outlined in this Prospectus, the Issuer does not intend to provide any post-issuance information in relation to the Notes.

(16) No website referred to in this Prospectus forms part of this Prospectus for the purposes of the listing of the Notes on the Irish Stock Exchange.

(17) Servicer Quarterly Reports, Issuer Cash Manager Quarterly Reports and other notices to the Noteholders will be made available for review at www.usbank.com/abs.

(18) The Issuer is a public company with limited liability incorporated under the laws of England and Wales. None of the directors of the Issuer are residents of the United States, and all or a substantial portion of the assets of the Issuer and such persons are located outside of the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer or such persons or to enforce against any of them in the United States courts judgments obtained in United States courts, including judgments predicated upon civil liability provisions of the securities laws of the United States or any State or territory within the United States.

APPENDIX 1
INVESTOR PRESENTATION

The investor presentation set out in this appendix is a summary of certain features of this transaction, and is qualified by reference to the more detailed provisions of this Prospectus.

Investor Presentation
Logistics UK 2015 PLC

Goldman Sachs International

July 2015

Goldman Sachs

STRICTLY CONFIDENTIAL

Disclaimer

This presentation is being delivered only to (i) (a) non-United States persons who would be purchasing in reliance upon Regulation S of the Securities Act as defined herein, or (b) “qualified institutional buyers” as defined in Rule 144A of the Securities Act who would be purchasing in reliance upon Rule 144A and contains indicative terms only and describes, among other things, notes (the "Notes") to be issued in a commercial mortgage-backed transaction. This presentation is being communicated only to (i) persons who are outside the United Kingdom, (ii) persons who have professional experience in matters relating to investments falling within Article 19(5) of The Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, or (iii) those persons to whom it may otherwise lawfully be distributed (all such persons together being referred to as “relevant persons”). This presentation is communicated only to relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this presentation relates is available only to relevant persons and will be engaged in only with relevant persons.

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The Lead Manager does not make any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information contained herein or in any further information, notice or other document which may at any time be supplied in connection with the Notes and accept no responsibility or liability therefore. Any Manager may have potential conflicts of interest due to present or future relationships between such Manager and any asset underlying the Notes or the issuer thereof, which will be more fully discussed in any final prospectus for the Notes.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSON AS DEFINED IN REGULATION S OR U.S. RESIDENTS WITHIN THE MEANING OF THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE “INVESTMENT COMPANY ACT’) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN A MATTER SO AS NOT TO REQUIRE THE REGISTRATION OF THE ISSUER AS AN “INVESTMENT COMPANY” PURSUANT TO THE INVESTMENT COMPANY ACT. ACCORDINGLY, THE NOTES ARE BEING OFFERED ONLY (I) IN OFFSHORE TRANSACTIONS TO NON-U.S. PERSONS IN RELIANCE UPON REGULATION S UNDER THE SECURITIES ACT AND (II) TO PERSONS WHO ARE “QUALIFIED INSTITUTIONAL BUYERS” IN RELIANCE UPON RULE 144A UNDER THE SECURITIES ACT. THE NOTES WILL NOT BE TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE TRANSFER RESTRICTIONS SET FORTH IN THE FINAL PROSPECTUS WITH RESPECT TO THE NOTES.

The Notes have not been recommended by, or approved by, the United States Securities and Exchange Commission or any other United States federal or state securities commission or regulatory authority, nor has any such commission or regulatory authority passed upon the accuracy or adequacy of this presentation. This presentation has been prepared by the Lead Manager.

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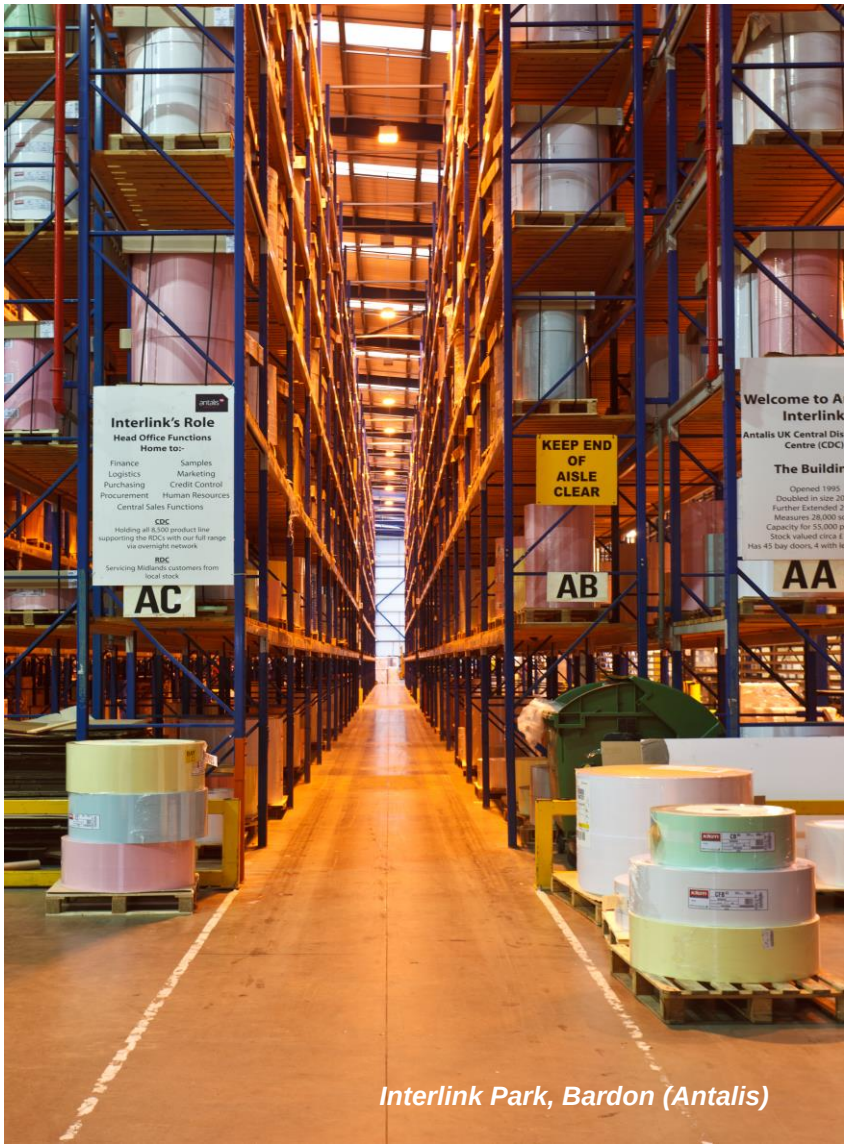


Interlink Park, Bardon (Antalis)

I. Executive Summary

DIRFT Unit A (Eddie Stobart)

Executive Summary

Opportunity Overview

- **Goldman Sachs ("GS") is pleased to present a new CMBS transaction backed by a single £680.0 million senior mortgage loan (the "Financing," "Facility" or the "Loan") secured on a portfolio of 42 logistics assets located in the UK (the "Portfolio" or the "Assets"). Blackstone Real Estate Partners ("BREP" or the "Sponsor") mandated GS for the Financing in mid-April 2015. The Portfolio comprises 42 institutional quality logistics assets which are part of BREP's logistics platform, LogiCor. The proceeds were used to refinance existing debt of c.£544.9 million.**

- **Loan Structure & Metrics:** The Loan has a 3-year initial term with two, 1-year extension options. The Loan is subject to yield maintenance through May 2016

Loan Metrics

Loan Amount (£ '000)	CBRE Market Valuation (£ '000)[1]	Corporate Valuation (£ '000)[1]	LTV Market	LTV Corporate	Day 1 Contracted NOI (£ '000)[2]	DY[2]
680,000	985,875	1,024,960	69.0%	66.3%	60,215	8.9%

- **Portfolio Overview:** The Portfolio comprises 42 prime logistics assets located in the United Kingdom and is part of BREP's logistics platform LogiCor. LogiCor owns and manages 337 assets across Europe (69 in the UK) for a total GLA of 91.4 million sq.ft.[3]
  - The assets are let on a long-term basis with WALT (break)[4] of 8.2 years and WALT (expiry)[4] of 9.6 years. Overall occupancy stands at 98.0%[4], with all but one asset occupied by single tenants
  - The assets are well located in the UK with c.65% of the rental income and value being derived from the Midlands, which is the core logistics corridor for the UK given its central position within the UK main island, providing access to major ports / airports and 98% of the UK population within a 4-hour drive[5]
  - The portfolio is fairly diversified, with the top 10 tenants, out of 35 different tenants in total, contributing 60% of total rental income, with no single tenant accounting for more than 12% of rent

Portfolio Overview

Portfolio	# of Assets	# of Tenants	# of Leases	SF	% Leased	WALT Break	WALT Expiry	Day 1 Contracted Rent (£ '000)[2]	Day 1 Contracted Rent / SF (£)	ERV / SF (£)
Total / WA	42	35	41	11,877,431	98.0%	8.2	9.6	60,400	5.19	5.11

- We believe this is a high quality portfolio of logistics assets in the United Kingdom, with very strong sponsorship

[1] Based on CBRE's 08-May-2015 valuation.
[2] Based on gross contracted rent as of 1-Jul-2015 (£60,399,731), not including adjustments for current temporary rent reductions or rent frees. Please see slide 28 for adjusted rental bridge and assumptions on void costs, Sponsor projected fixed costs and management fees.
[3] The 337 assets include LogiCor's recently announced asset purchases.
[4] WALT (break) and WALT (expiry) calculated as of 1-Jul-2015. Occupancy is calculated as of 1-Jul-2015.
[5] Source: http://www.thebritishmidlands.com/logistics.html

Executive Summary

Investment Highlights

1	**High Quality Portfolio of Logistics Assets**	✓ The underlying Portfolio of 42 assets is of institutional quality, and largely benefits from modern warehouse specifications ✓ Assets are well located with c.65% of rental income derived from the Midlands which is the core logistics corridor of the UK
2	**Stable Cash Flow Generation**	✓ The Day 1 contracted debt yield on the Portfolio is 8.9% generating over £60.0 million of contracted NOI p.a. ✓ The long underlying leases (WALT(B) of 8.2 years) also provide strong cash flow stability over the life of the Loan ✓ Since acquisition, the Portfolio has maintained >90% occupancy, with average occupancy of c.94% and Day 1 occupancy of 98.0%
3	**Strong Underlying Tenant Profile**	✓ c. 27% of contracted rental income is derived from investment grade tenants or their subsidiaries / affiliates ✓ Investment grade tenants (affiliates) include: Amazon.co.uk Ltd, Walkers Snacks Ltd (Pepsico Holdings Limited), Teva UK Ltd (Teva Pharmaceutical Industries Ltd), Carlsberg Supply Company UK Ltd (Carlsberg Breweries A/S), B&Q Plc (Kingfisher International Investments SASU), Yusen Logistics (UK) Ltd (NYK Group Europe Limited) and Ingram Micro Holdings Ltd.[1] Please see appendix for list of investment grade credit ratings. ✓ A number of tenants including Amazon.co.uk Ltd, Plastic Omnium, New Look and ASOS.com have incurred significant costs in installing high-end logistics equipment in their units, demonstrating their commitments to the assets
4	**Robust Market with Resilient Performance[2]**	✓ The UK logistics market rents and prime yields have been fairly stable over the last 10-12 years. Average take-up for logistics assets has been c.16.3 million sq.ft. over the last 18 years ✓ For the full year 2014 a total of 20.2 million sq.ft. was taken for occupancy by tenants ✓ With a lack of supply the market has exhibited rental growth rates well ahead of inflation rates

[1] Amazon EU Sarl, Pepsico Holdings Limited, Teva Pharmaceutical Industries Ltd, Carlsberg Breweries A/S, NYK Group Europe Limited and Ingram Micro Inc. are all guarantors on the respective tenant leases.
[2] CBRE Q1 2015 UK Logistics Report.

Executive Summary

Investment Highlights

5	**Market Leading Sponsorship**	✓ Globally Blackstone has been an active investor in the logistics real estate space having transacted on over 189.0 million of sq.ft. in the last five years. ✓ Within Europe, Blackstone has transacted on 91.4 million of logistics sq.ft. across 12 countries in the last three years, with the UK representing 20.3% of the transaction volume as of December 31, 2014
6	**Strong Asset Management Platform**	✓ Formed in 2012, LogiCor is currently one of the largest owners and operators of logistics assets and also one of BREP's largest investment in Europe ✓ LogiCor's portfolio has grown from 17.2 million sq.ft. in 2012 to 91.4 million sq.ft. ✓ The performance of the UK portfolio is key to the overall success of the LogiCor platform
7	**Loan Structure**	✓ The Facility benefits from cash trap and default covenants based on ICR and LTV ratios ✓ Minimum loan balance of £275 million ✓ Full asset security as well as share pledge security at Lux HoldCo level to enable single point of enforcement ✓ Interest rate hedging via pre-paid interest rate caps
8	**Bond Structure**	✓ Full pro-rata pass through of prepayment fees ✓ Release premiums applied sequentially ✓ No basis risk due to matching interest calculation periods ✓ 0% Libor floor

Executive Summary

Sponsor Overview & Strategy – Blackstone Real Estate Partners

- **The Blackstone Group:** Blackstone is a premier global investment and advisory firm. The firm was founded in 1985 by Stephen A. Schwarzman, current Chairman and CEO, and Peter G. Peterson, who retired as Senior Chairman in 2008. As a leader in alternative asset management, Blackstone is a trusted partner to many of the world's top institutional investors. Through various investment vehicles, Blackstone manages over $310 billion in assets for public and corporate pension funds, academic, cultural and charitable organizations, among others. Its diverse range of funds makes private equity, real estate, credit and hedge fund investments all over the world.

- **Blackstone Real Estate Partners:** Blackstone Real Estate Partners (BREP) Europe is one of the leading global real estate investors with over 20 years of experience and more than $90 billion of investments to date. Since late 2009, when markets appeared to be bottoming, Blackstone's real estate funds invested $40.9 billion in investor capital. BREPs portfolios include premier properties in many top locations in the U.S., Europe and Asia, with a diverse asset mix.

  - Globally Blackstone has been one of the most active investors in the logistics real estate space having transacted on over 189.0 million of sq.ft. in the last five years. Within Europe, Blackstone has transacted on 91.4 million of sq.ft. across 12 countries in the last three years, with the UK representing 20.3% of the transaction volume as of December 31, 2014.

Executive Summary

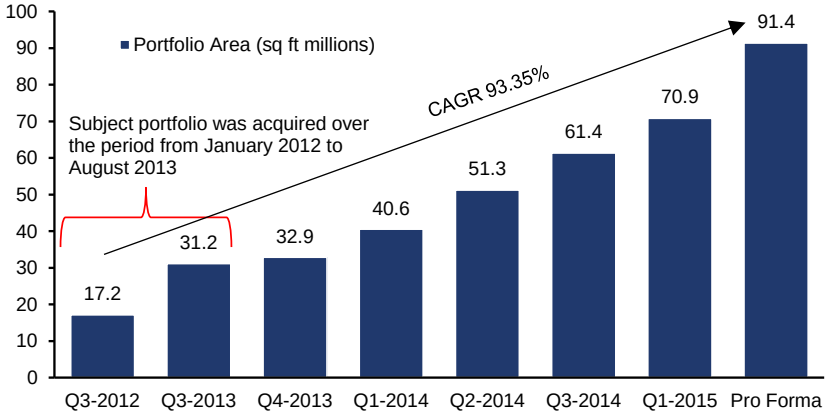
Sponsor Overview & Strategy – LogiCor

- **LogiCor Europe Ltd.:** LogiCor was formed in 2012 as a portfolio company of Blackstone. Together with its affiliates, LogiCor has quickly become one of the largest owners and operators of modern logistics and distribution warehouses in Europe, serving the logistics and distribution needs of retailers, manufacturers and third-party logistics solution-providers

Results	■ LogiCor has successfully acquired 337[1] assets for 91.4 million sq.ft. since its creation in early 2012, becoming a leading owner, investor and operator of modern logistics facilities across Europe
Portfolio Diversification	■ Already active in 12 different European countries, LogiCor invests in modern, functional logistics facilities located in strategic, supply-constrained locations within major markets
Company Growth	■ Since the appointment of new CEO Mr. Mo Barzegar in early 2013, the LogiCor team has grown to 65 members with offices in London, Paris, Warsaw, Amsterdam, Frankfurt, Madrid, Lisbon and Milan
Asset Management	■ Over the last three years, LogiCor has undertaken a number of successful asset management initiatives: increasing passing rent, occupancy and lease term of the Portfolio, as well as a number of area extensions ■ Since Jul-2012, LogiCor has executed leases accounting for over 1,400,000 sq.ft. of space and over £8.5m of passing rent in the UK Portfolio. LogiCor has successfully executed key tenant renewals accounting for over 1.0 million sq.ft. of industrial space

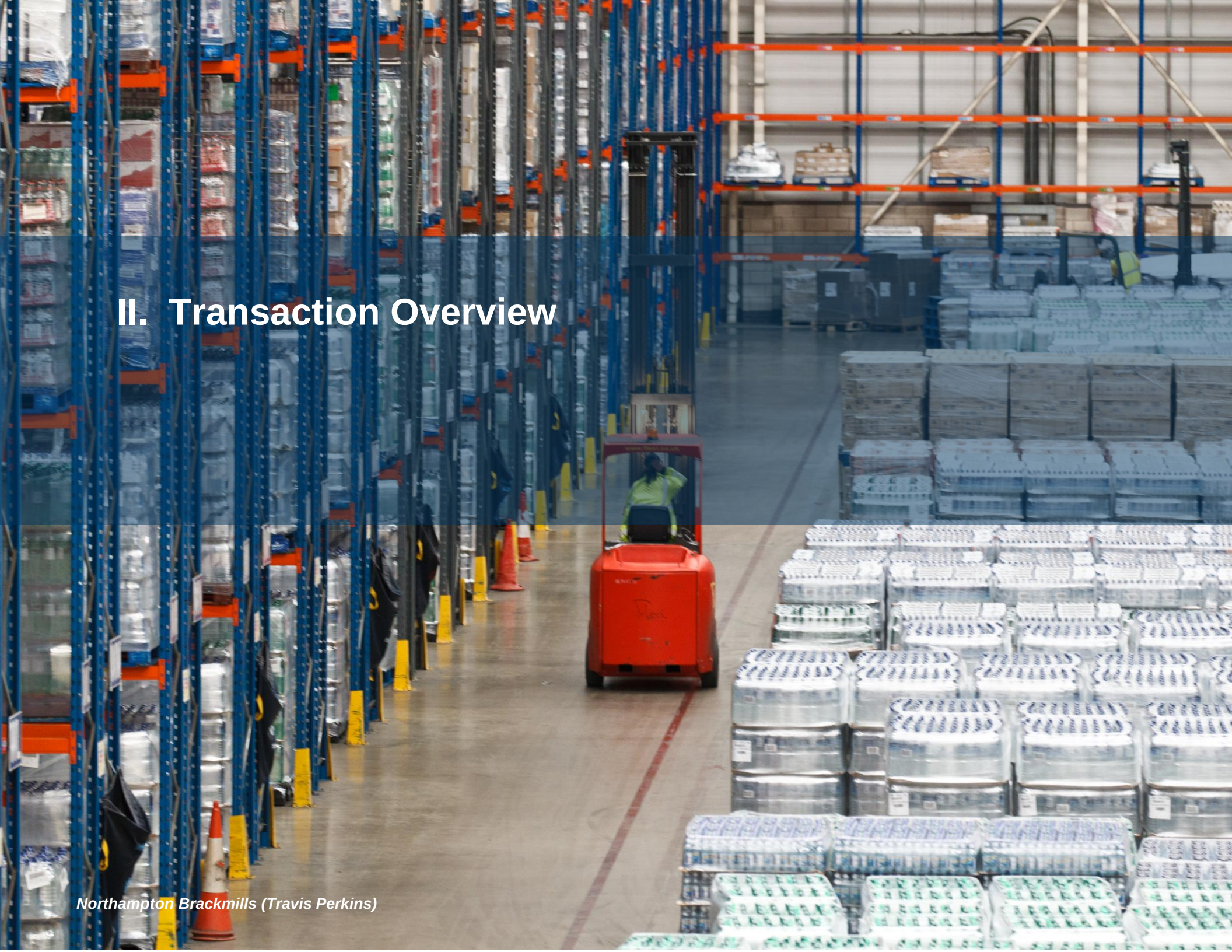
Country	# of Assets	Size Sq.Ft. (m)	Occupancy (%)
France	120	25.3	88%
UK	69	21.4	91%
Poland	36	9.7	99%
Spain & Portugal	44	13.5	92%
Germany	36	10.9	95%
Italy	13	5.1	87%
Other	19	5.5	94%
Total[1]	337	91.4	91%

LogiCor European Portfolio Growth



[1]*The 337 assets includes LogiCor's recently announced asset purchases.*

II. Transaction Overview



Northampton Brackmills (Travis Perkins)

Transaction Overview

Logistics UK 2015 PLC CMBS: Capital Structure

Class	Amount (£m)	Cum. LTV	Expected Maturity[1]	Final Legal Maturity	W.A. Life (Years)
A	312.55	33.4 %	Aug-18	Aug-25	3.04
B	67.45	40.6 %	Aug-18	Aug-25	3.04
C	67.45	47.8 %	Aug-18	Aug-25	3.04
D	60.80	54.3 %	Aug-18	Aug-25	3.04
E	76.00	62.4 %	Aug-18	Aug-25	3.04
F	61.75	69.0 %	Aug-18	Aug-25	3.04
Total CMBS	646.00				

1. Initial Maturity Date

Transaction Overview

Logistics UK 2015 PLC CMBS: Bonds Term Sheet

Key Transaction Features

Note Priority of Payments	■ Pro-rata allocation of Principal among the different tranches of notes ■ Sequential allocation of Release Premium upon asset disposals ■ Sequential allocation of Principal following the first to occur of: a) a Note Payment Date following the Expected Note Maturity Date, b) delivery of Note Enforcement Notice or c) the securitised loan is a Special Serviced Loan. A loan will be a Specially Serviced Loan if a Loan Final Maturity Default is existing on the Loan Termination Date, any Underlying Obligor becoming subject to Insolvency or Insolvency Proceedings; any creditors' process or cross-default EoD at the loan level and any other Loan Event of Default occurs or is, in the Servicer's opinion, imminent and in either case not likely (in the Servicer's opinion) to be cured within 21 days of its occurrence and which is likely, in the Servicer's opinion, to have a material adverse effect in respect of the Issuer ■ Reverse sequential allocation on any calculation date of any Voluntary Prepayments comprising the Principal Available Funds that have been funded by the proceeds of Equity Contribution(s) and / or Subordinated Debt and / or amounts standing to the credit of the General Account
Offering Type	■ Reg S / 144A
Class X	■ Classes X1 and X2 will capture excess spread. ■ Class X1 will be entitled to excess spread and prepayment fees up to the end of the call protection period in May 2016. Class X2 will capture all of the excess spread following that date ■ Classes X1 and X2 will become subordinated to interest and principal on any note class following a class X trigger event, which occurs at the earlier of: a) calculation date on which the Loan is in special servicing, b) Note Payment Date following Loan maturity, and c) upon delivery of a note enforcement notice
Liquidity Facility	■ £50m of Liquidity Facility; ■ Facility will cover: 1) Interest Shortfalls 2) Expense Shortfalls 3) Property protection advances (excluding Class X) ■ Interest shortfall amounts available to cover Class E and F Notes at any one time (taking into account previous drawings to cover Interest Shortfall on such Classes) will be subject to a hard cap of 20% commitment under the outstanding Liquidity Facility, unless either of such class is then the most senior class of notes (when the Class E Notes are the most senior class of notes, the hard cap of 20% will only apply to the Class F Notes).
Hedging	■ Borrower level hedge
Tail Period	■ 5 years, assuming all extension options under the Loan are exercised
Minimum Denomination	■ £100k
Listing	■ Irish Stock Exchange
Payment Frequency	■ Quarterly
Bond IPDs / Loan IPDs	■ Bond IPD: 20th February, May, August, November (First IPD 20th August 2015) ■ Loan IPD: two business days before the Bond IPD (First IPD 18th August 2015)

Transaction Overview

Logistics UK 2015 PLC CMBS: Bonds Term Sheet

Key Transaction Features

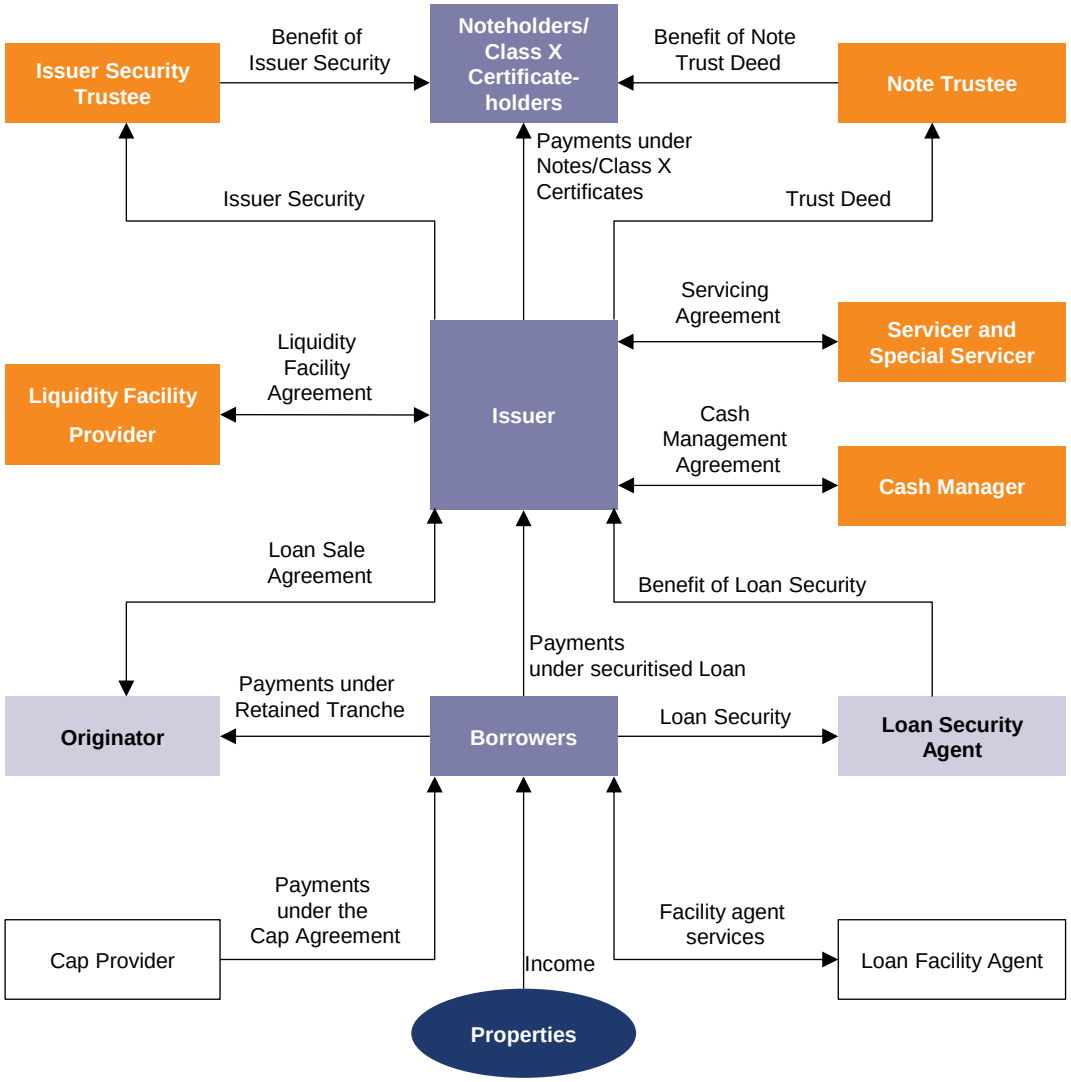
Bond Interest Periods / Loan Interest Periods	■ Bond Interest Periods: The period from, and including, a Bond IPD to, and excluding, the next Bond IPD. The first Bond Interest Period will start from, and include, the closing date and end on, but exclude, the first Bond IPD. ■ Loan Interest Periods: The period from, and including, a Bond IPD to, but excluding, the next Bond IPD. The first Loan Interest Period date began two days after its utilisation and will end on, but exclude, the first Bond IPD.
Retention	■ GS Bank USA has undertaken to the Issuer that from the Issue Date as original lender in accordance with (i) Article 405(1) of the CRR and (ii) Article 51 of (the "AIFMR") as it is interpreted and applied on the date of the Prospectus (in particular, in the light of Article 56 of AIFMR), it shall retain on an ongoing basis, a material net economic interest of not less than 5 per cent in the Loan, with only the other 95% of the Loan being securitized
Other Features	■ Controlling Class ("CC") mechanism: the junior most class outstanding (subject to the Controlling Class Test) shall be the controlling class. CC will have the right to elect and appoint an operational advisor to represent its interests and consult with the servicer or the special servicer in relation to the loan
Note Interest	■ 3 months LIBOR (subject to a floor at 0%) + relevant Note margin; floating rate notes
Cap on LIBOR	■ From the Loan Maturity Date (either original or extended), in respect of all Notes outstanding, LIBOR shall be capped at 5.00% ■ The LIBOR excess will be subordinated in the interest waterfall
Listing	■ Irish Stock Exchange
Prepayment Fee Allocation	■ Any Loan Prepayment Fee Amounts shall be allocated pro rata to the Notes redeemed up to the Note Payment Date falling in May 2016, with class X1 being allocated in a proportion equal to the excess spread at the time of prepayment
Reduction in Weighted Average Margin	■ Following a Voluntary Prepayment, the margin on the securitized loan shall be reduced, from the first day of the first Interest Period that commences after the Voluntary Prepayment by a percentage equal to the reduction in the weighted average margin of the Notes (if any) as a result of the application of the Voluntary Prepayment in redemption of the Notes. Notwithstanding the foregoing the margin payable on the securitized loan shall not, in any event at any time, be less than the sum of the Issuer Base Costs plus the weighted average margin of the Notes. Issuer Base Costs means the number of percentage points per annum which the Servicer certifies to the Facility Agent is sufficient at that time to cover all amounts payable by the Issuer under the then relevant priority of payments relating to the securitization (including, without limitation, the servicing costs and other fees payable by the Issuer in respect of the Notes and any excess spread that was paid in respect of the previous note payment period in respect of any X certificate or similar but excluding, for the avoidance of doubt, the weighted average margin of the Notes and any special servicing costs and fees in respect of which the Obligors have indemnified the Issuer under the Loan Agreement).

Transaction Overview

Transaction Structure

Transaction Parties

Role	Entity
▪ Issuer	Logistics UK 2015 PLC
▪ Borrowers	Various
▪ Servicer ▪ Special Servicer	Wells Fargo Bank, N.A.
▪ Liquidity Facility Provider	ING Bank
▪ Issuer Account Bank ▪ Paying Agent ▪ Issuer Cash Manager	Elavon Financial Services Limited
▪ Bond Trustee ▪ Issuer Security Trustee	US Bank Trustees Limited
▪ Corporate Servicers Provider	SFM Corporate Services Limited
▪ Borrower Security Agent ▪ Borrower Facility Agent	Wells Fargo Bank, N.A.
▪ Borrower Hedge Counterparty	US Bank



III. Collateral Overview

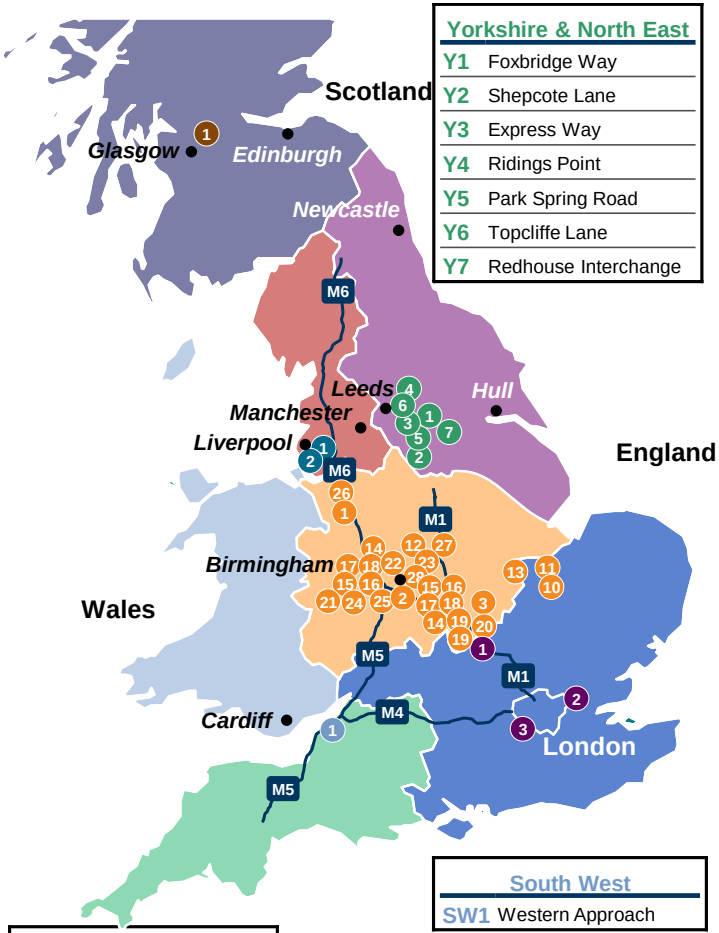
Tamworth (Yusen Logistics)

Collateral Overview

Portfolio Map

MidLands	
MI1	Lymedale Business Park
MI2	Waterman Road
MI3	John Clark Way
MI4	DIRFT South
MI5	Wellmans Road
MI6	Fort Dunlop
MI7	DC 1 Edison Road, Hams Hall
MI8	DC2 Edison Road, Hams Hall
MI9	Gowerton Road
MI10	Cardinal Way
MI11	Kingston Park
MI12	Interlink Park
MI13	Longcroft Road
MI14	Lea Hall Way
MI15	DIRFTA
MI16	DIRFTB
MI17	DIRFTC
MI18	DIRFTE1
MI19	72 Salthouse Road
MI20	Unit F Salthouse Road
MI21	Canton Lane
MI22	Vulcan Way
MI23	Relay Park
MI24	Plots 1 & 2, Highway Point
MI25	Plot 3, Highway Point
MI26	Radial Point
MI27	Interlink Park
MI28	Hunter Boulevard

North West	
NW1	Leacroft Road
NW2	Manor Park



Yorkshire & North East	
Y1	Foxbridge Way
Y2	Shepcote Lane
Y3	Express Way
Y4	Ridings Point
Y5	Park Spring Road
Y6	Topcliffe Lane
Y7	Redhouse Interchange

South East	
SE1	Harding Road
SE2	Hindmans Way
SE3	Brooklands Industrial Park

Scotland	
S1	Clydesmill Place

South West	
SW1	Western Approach

- Midlands – 61.60%
- Yorkshire & North East – 24.95%
- South East - 5.69%
- South West – 2.05%
- North West – 4.69%
- Scotland – 1.02%

Based on Total Sq.Ft.

Collateral Overview

Portfolio Overview

Portfolio Overview – Top 10 Tenants

Tenant	D&B Rating	Asset ID	Day 1 Contracted Rent (£)	% of Total Rent	Day 1 Contracted Rent / sq ft	Area Sq.Ft.	% of Total Space	Lease Type	WALT (Break) yrs	WALT (Expire) yrs	CBRE Market Value Apr. 2015	% of Total Value
Amazon.co.uk Ltd.	5A 1	MI14,MI12,SE3	6,803,141	11.3%	5.29	1,285,594	10.82%	FRI	10.5	10.5	118,600,000	12.03%
Travis Perkins (Properties) Ltd	5A 1	MI9,MI20	5,163,500	8.5%	5.17	998,714	8.41%	FRI	13.0	13.0	98,600,000	10.00%
Eddie Stobart Ltd	4A 1	MI4,MI15,MI16	5,027,918	8.3%	6.27	802,181	6.75%	FRI	8.2	8.2	81,650,000	8.28%
B&Q Plc	5A 1	Y7, S1	3,801,566	6.3%	4.12	923,466	7.77%	FRI	3.4	8.0	50,750,000	5.15%
Goodyear Dunlop Tyres UK Ltd	5A 1	MI6	3,560,217	5.9%	6.38	558,125	4.70%	FRI	1.7	1.7	49,010,000	4.97%
Polestar UK Print Ltd	3A 2	Y2	3,521,051	5.8%	5.72	615,262	5.18%	FRI	19.5	19.5	50,780,000	5.15%
ASOS.com Ltd	5A 1	Y5	2,344,727	3.9%	3.48	673,678	5.67%	FRI	13.5	13.5	41,950,000	4.26%
New Look Retailers Ltd	5A 1	MI1	2,214,596	3.7%	5.59	396,182	3.34%	FRI	9.6	9.6	37,210,000	3.77%
Teva UK Ltd	N1	Y4	1,985,738	3.3%	7.58	262,106	2.21%	FRI	13.5	13.5	34,130,000	3.46%
B&M Bargains	-	NW2	1,630,732	2.7%	4.76	342,756	2.89%	FRI	4.9	9.9	22,810,000	2.31%
Top Tenants			36,053,187	59.7%	5.26	6,858,064	57.74%	FRI	9.8	10.7	585,490,000	59.39%
Total Other Tenants			24,346,545	40.3%	5.09	4,785,928	40.29%	FRI	5.8	8.0	377,895,000	38.33%
Vacant			-		-	233,439	1.97%	-	-	-	22,490,000	2.28%
Total Portfolio			60,399,731	100.0%	5.19	11,877,431	100.00%	FRI	8.2	9.6	985,875,000	100.00%

- The Portfolio benefits from a strong tenant line up. In total, approximately 27% of rental income is generated by investment grade tenants (or tenant affiliates), three of which (B&Q Plc, Amazon.co.uk and Teva UK Ltd) within the top 10 largest tenants in the portfolio by rental income.
  - Properties are single let with the portfolio benefitting from a granular income stream with 35 tenants on 41 separate leases. However, the top 10 tenants account for 60% of total rent with the largest tenant, Amazon.co.uk, accounting for 11.3% of rent with a WALT of 10.5 years
- The portfolio is 98.0% occupied, with a WALT to break of 8.2 years and a WALT to expiry of 9.6 years
  - Occupancy has been stable at >90% for each month since Dec-2012
  - The Portfolio is currently comprised of one vacant asset, which has recently undergone capex projects and is currently being marketed to prospective tenants.
    - The vacant asset is located in East London and is considered to be particularly strong, located in an established logistics location close to M25 and M11 Motorways. The asset was fully refurbished by LogiCor
    - The asset located in Weybridge (SE3) is currently undergoing capex works. Amazon.co.uk has entered into an agreement to lease for this asset subject to completion of the capex works by September 2015. For the purpose of this presentation, all numbers assume that SE3 is an asset leased to Amazon.co.uk

Collateral Overview

Top 10 Assets by Value[1]

	Property Information		Asset Photo	CBRE Description
1	**Asset Id:** **Property Name:** **Tenant:** **% of Value:** **% of Rent:** **NIY:**	MI14 Rugeley Amazon.co.uk Ltd 5.36% 4.63% 5.00%		■ ***Location***: Rugeley is located approximately 40 km (25 miles) north of Birmingham, 105 km (65 miles) south of Manchester and 211 km (131 miles) north west of London. ■ ***Building***: A four bay, purpose built distribution unit constructed in 2009 with three story ancillary offices. The tenant has incurred significant expenditures installing mezzanine floors to a substantial proportion of the unit, including extensive automated equipment. Amazon operates the unit as a flagship warehouse, including public tours and ensures it is a key property in their UK operational portfolio.
2	**Asset Id:** **Property Name:** **Tenant:** **% of Value:** **% of Rent:** **NIY:**	Y2 Sheffield Polestar UK Print Ltd 5.15% 5.83% 6.50%		■ ***Location***: The property is located a short distance from Junctions 33 and 34 of the M1, which in turn links with the M62 to the north, the M18 to the north east and the A1(M) to the East. Sheffield is the main commercial and administrative center of South Yorkshire. ■ ***Building***: A distribution warehouse totaling 615,262 sq.ft. constructed in 2005. This includes an extension of 150,320 sq.ft. constructed in 2014. The property benefits from 12 meter eaves height, 7 dock level doors, 10 level access doors and strong site coverage. Polestar has recently undertaken a £50 million capital investment program in state of the art heatset web offset presses at the property.[2]
3	**Asset Id:** **Property Name:** **Tenant:** **% of Value:** **% of Rent:** **NIY:**	MI20 Site F, Northampton Travis Perkins (Properties) Limited 5.02% 4.24% 4.90%		■ ***Location:*** Northampton is located approximately 107.8 km (67.0 miles) north west of London and approximately 96.6 km (60.0 miles) south east of Birmingham. Milton Keynes is approximately 32.2 km (20.0 miles) south along the M1 Motorway. ■ ***Building***: The property comprises a modern distribution warehouse constructed in 2002 by Norwest Holst Construction Ltd. The warehouse is set over four bays and incorporates a two story office block, car parking and two service yards. According to CBRE, the unit is one of the best distribution units on the Estate, comparing favorably with other units on Brackmills.
4	**Asset Id:** **Property Name:** **Tenant:** **% of Value:** **% of Rent:** **NIY:**	MI9 Northampton Travis Perkins (Properties) Limited 4.99% 4.30% 5.00%		■ ***Location:*** Northampton is located approximately 107.8 km (67.0 miles) north west of London and approximately 96.6 km (60.0 miles) south east of Birmingham. Milton Keynes is approximately 32.2 km (20.0 miles) south along the M1 Motorway. ■ ***Building***: The property comprises a modern distribution warehouse constructed in 2002. The warehouse is set over four bays with an eaves height of 15 meters and benefits from a two story ancillary office, car parking and two large service yards. The 15 meters eaves height is considered very advantageous in the market.
5	**Asset Id:** **Property Name:** **Tenant:** **% of Value:** **% of Rent:** **NIY:**	MI6 Birmingham Goodyear Dunlop Tyres UK Ltd 4.97% 5.89% 6.87%		■ ***Location:*** The subject property is located within close proximity to Junction 5 of the M6 motorway. The city benefits from excellent proximity to the national motorway network and in addition to the M6 is served by the M5, M42, M40 and M6 Toll motorways. ■ ***Building***: A four bay purpose built distribution unit constructed in 2002 with three story ancillary offices. The property is of strategic importance to Dunlop/Goodyear. Fort Dunlop is the site of the original Dunlop rubber tyre factory and Head Office which has been redeveloped to provide a variety of commercial uses including industrial, office, car showrooms and retail.

[1] *Source: CBRE Portfolio Valuation Reports as of 08-May-2015*

[2] *http://www.polestar-group.com/*

Collateral Overview

Top 10 Assets by Value[1]

	Property Information		Asset Photo	CBRE Description
6	**Asset Id:** **Property Name:** **Tenant:** **% of Value:** **% of Rent:** **NIY:**	MI4 Plot S6, DIRFT Eddie Stobart Ltd 4.74% 5.11% 6.25%		■ ***Location***: Daventry International Rail and Freight Terminal (DIRFT) is located in Northamptonshire, within the Midlands distribution Golden Triangle. Northamptonshire is considered to be a prime distribution location, due principally to its connectivity with the rail and motorway networks. ■ ***Building***: The property comprises a campus of three modern distribution warehouses together with a detached four story office block and trailer park completed in 1997. The office block known as the 'Glasshouse' includes a two story showroom. The property serves as a key location for the tenant who operates the site as an effective mini-campus. The market would consider the office content and 14 meters eaves height as advantageous.
7	**Asset Id:** **Property Name:** **Tenant:** **% of Value:** **% of Rent:** **NIY:**	Y7 Doncaster B&Q Plc 4.72% 5.50% 6.75%		■ ***Location***: The subject property is located adjacent to Junction 38 of the A1(M). The intersection of the A1(M) (Junction 35) and M18 (Junction 2) is situated approximately 13.5 km (8.5 miles) to the South East. ■ ***Building***: A six bay purpose built distribution unit constructed in 2003 with two story ancillary offices. A new warehouse floor was installed in 2010 with an increased loading of 100 kN/m^2
8	**Asset Id:** **Property Name:** **Tenant:** **% of Value:** **% of Rent:** **NIY:**	SE3 Weybridge Amazon.co.uk Ltd 4.33% 4.29% 5.25%		■ ***Location***: Brooklands is an established industrial hub, situated just to the east of M25 boundary. The business park comprises a mix of modern and 1st generation distribution units, of which the subject property is one of the largest in size. ■ ***Building***: An 'L' shaped distribution unit constructed in 1983 and extended in 1989 with two story ancillary offices. The unit is currently undergoing substantial refurbishment to the whole unit in order to accommodate Amazon.co.uk Ltd..
9	**Asset Id:** **Property Name:** **Tenant:** **% of Value:** **% of Rent:** **NIY:**	Y5 Barnsley ASOS.com Ltd 4.26% 3.88% 5.25%		■ ***Location***: Barnsley is a recognized industrial and distribution location due to its close proximity to Junction 36 of the M1 and Junction 37 of the A1(M). ■ ***Building***: A modern cross docking distribution warehouse constructed in 2006 with three storey ancillary offices. The lease was renewed in December 2013 for 15 years following a large extension, therefore demonstrating the tenant's commitment to the building and location. The market would view the 15 meters eaves height and office content favorably.
10	**Asset Id:** **Property Name:** **Tenant:** **% of Value:** **% of Rent:** **NIY:**	MI1 Lymedale New Look Retailer Ltd 3.77% 3.67% 5.60%		■ ***Location***: The subject property is located with close proximity to Junctions 15 and 16 of the M6 Motorway, which bypasses Newcastle-under-Lyme to the west. Junction 15 of the M6 Motorway is situated approximately 9.7 km (6.0 miles) to the south-west, with Junction 16 situated 11.3 km (7.0 miles) to the North West. ■ ***Building***: A four bay purpose built distribution unit constructed in 2005 with three story ancillary offices. The tenant has installed mezzanine floors throughout the unit with extensive automated equipment. Eaves height, floor loading capacity and office content would be viewed favorably by the market. The property forms part of the tenant's national distribution center and is key to its operational requirements.

[1]*Source: CBRE Portfolio Valuation Reports as of 08-May-2015*

Collateral Overview

Portfolio Data Tape

Asset ID	Region	Asset Name	Tenant	Area Sq.Ft.	Clear Height (m)	# of Tenants	% Leased	Tenure	Year Built / Refurbished	WALT Break (yrs)	WALT Expiry (yrs)	Day 1 Contracted Rent ('000s) (Jul-15)	% of Regional Rent	% of Total Rent	In-place Rent / sq ft	Capex (£'000s) [1]	Market Value ('000s) (Apr-15)	Corporate Value ('000s) (Apr-15)
MI6	Midlands	Fort Dunlop	Goodyear Dunlop Tyres UK Limited	558,125	13.0	1	100.0%	F	2002	1.7	1.7	£3,560	9.3 %	5.9 %	£6.38	£0	£49,010	£50,940
MI4	Midlands	Plot S2, DIRFT	Eddie Stobart Ltd	451,002	14.0	1	100.0%	F	1997	7.2	7.2	£3,088	8.1 %	5.1 %	£6.85	£0	£46,700	£48,525
MI14	Midlands	Rugeley	Amazon.co.uk Ltd.	716,988	14.3	1	100.0%	F	2009	11.1	11.1	£2,795	7.3 %	4.6 %	£3.90	£0	£52,830	£54,900
MI9	Midlands	Northampton	Travis Perkins (Properties) Limited	508,640	15.0	1	100.0%	F	2002	12.2	12.2	£2,600	6.8 %	4.3 %	£5.11	£0	£49,150	£51,075
MI20	Midlands	Unit F, Brackmills	Travis Perkins (Properties) Limited	490,074	12.0	1	100.0%	F	2002	13.7	13.7	£2,564	6.7 %	4.2 %	£5.23	£0	£49,450	£51,400
MI1	Midlands	New Look, Lymedale	New Look Retailers Ltd	396,182	15.0	1	100.0%	F	2005	9.6	9.6	£2,215	5.8 %	3.7 %	£5.59	£0	£37,210	£38,670
MI17	Midlands	Unit C, DIRFT	Ingram Micro Holdings Ltd	261,910	12.6	1	100.0%	F	1999	1.1	10.1	£1,436	3.7 %	2.4 %	£5.48	£1,400	£21,700	£22,575
MI27	Midlands	Interlink Park, Leicester	Antalis Limited	283,722	12.5	1	100.0%	F	1995/2000/2007	7.4	7.4	£1,425	3.7 %	2.4 %	£5.02	£0	£23,390	£24,310
MI18	Midlands	Unit E1, DIRFT	NFT Distribution Operations Ltd	224,807	14.0	1	100.0%	F	2006	9.3	9.3	£1,290	3.4 %	2.1 %	£5.74	£800	£23,225	£24,140
MI5	Midlands	Willenhall	Poundland Ltd	247,024	14.3	1	100.0%	F	2000	5.2	5.2	£1,258	3.3 %	2.1 %	£5.09	£0	£18,300	£19,010
MI2	Midlands	Rivet, Coventry	Lear Corporation (UK) Ltd	222,779	10.0	1	100.0%	F	2006	8.8	12.8	£1,224	3.2 %	2.0 %	£5.50	£0	£19,900	£20,700
MI22	Midlands	Unit 5220, Magna Park	Unipart Logistics Ltd	208,071	9.5	1	100.0%	L[3]	2001	4.5	4.5	£1,190	3.1 %	2.0 %	£5.72	£0	£18,685	£19,420
MI21	Midlands	Alpha One, Hams Hall	Automotive and Insurance Solutions Group Plc	220,654	14.0	1	100.0%	F	2003/2006	5.8	5.8	£1,180	3.1 %	2.0 %	£5.35	£0	£16,260	£16,900
MI28	Midlands	Unit 5110, Magna Park, Lutterworth	Syncreon Technology (UK) Ltd	211,859	13.0	1	100.0%	L[4]	1990/2011	4.0	9.0	£1,174	3.1 %	1.9 %	£5.54	£0	£19,025	£19,770
MI15	Midlands	Unit A, DIRFT	Eddie Stobart Ltd	206,540	14.0	1	100.0%	F	2000	9.7	9.7	£1,142	3.0 %	1.9 %	£5.53	£0	£20,575	£21,375
MI13	Midlands	Corby	Sainsbury's Supermarkets Ltd	256,581	12.0	1	100.0%	F	2000	1.8	1.8	£1,030	2.7 %	1.7 %	£4.02	£0	£13,500	£14,050
MI24	Midlands	Highway Point Northrup, Coleshill	International Automotive Components Group Ltd	221,851	10.0	1	100.0%	F	2000/2014	13.7	13.7	£1,113	2.9 %	1.8 %	£5.02	£0	£19,040	£19,790
MI3	Midlands	Pearson, Rushden	DHL Supply Chain Ltd	187,976	14.0	1	100.0%	F	2005	2.5	2.5	£849	2.2 %	1.4 %	£4.52	£0	£12,200	£12,675
MI26	Midlands	Radial Point, Stoke on Trent	Norbert Dentressangle Logistics Ltd	184,800	11.0	1	100.0%	F	2006	2.8	6.3	£832	2.2 %	1.4 %	£4.50	£0	£11,960	£12,430
MI16	Midlands	UNIT B, DIRFT	Eddie Stobart Ltd	144,639	14.0	1	100.0%	F	2002	9.7	9.7	£798	2.1 %	1.3 %	£5.52	£0	£14,375	£14,925
MI11	Midlands	Peterborough	Willis Gambier (UK) Ltd	189,564	11.8	1	100.0%	F	2008	0.7	6.4	£703	1.8 %	1.2 %	£3.71	£0	£10,220	£10,630
MI25	Midlands	Highway Point Greenwood, Coleshill	Sertec (Birmingham) Limited	165,894	12.0	1	100.0%	F	2002/2015	14.9	23.4	£912	2.4 %	1.5 %	£5.50	£0	£15,900	£16,510
MI19	Midlands	Salthouse Road, Brackmills	Great Bear Distribution Ltd	126,941	12.0	1	100.0%	F	1997	1.1	6.1	£696	1.8 %	1.2 %	£5.49	£0	£10,525	£10,950
MI7	Midlands	DC1 Hams Hall	Plastic Omnium Automotive Ltd	120,258	12.0	1	100.0%	F	1999/2015[2]	3.3	6.3	£573	1.5 %	0.9 %	£4.77	£1,300	£12,100	£12,550
MI8	Midlands	DC2 Hams Hall	Ceva Logistics Ltd	85,356	10.0	1	100.0%	F	1999	4.7	4.7	£471	1.2 %	0.8 %	£5.51	£0	£7,100	£7,380
MI23	Midlands	Relay Park,Tamworth	Yusen Logistics (UK) Ltd	85,339	12.0	1	100.0%	F	2001	3.1	3.1	£456	1.2 %	0.8 %	£5.34	£0	£6,540	£6,800
MI10	Midlands	Huntingdon	Firstan Ltd	81,187	11.0	1	100.0%	F	2000	9.3	9.3	£361	0.9 %	0.6 %	£4.44	£0	£5,920	£6,150
MI12	Midlands	Bardon	Amazon.co.uk Ltd.	257,691	13.5	1	100.0%	F	1999	10.0	10.0	£1,418	3.7 %	2.3 %	£5.50	£0	£23,100	£24,000
Subtotal Midlands				7,316,454		28	100.0%			7.4	8.6	£38,353	100.0 %	63.5 %	£5.24	£3,500	£627,890	£652,550
Y2	Yorkshire & North East	Shepcote Lane	Polestar UK Print Ltd	615,262	12.0	1	100.0%	F	2005	19.5	19.5	£3,521	24.9 %	5.8 %	£5.72	£0	£50,780	£52,770
Y7	Yorkshire & North East	Redhouse Interchange	B&Q Plc	802,741	12.0	1	100.0%	L[6]	2003	3.5	8.5	£3,325	23.5 %	5.5 %	£4.14	£0	£46,560	£48,380
Y5	Yorkshire & North East	Park Spring Road	ASOS.com Ltd	673,678	15.0	1	100.0%	F	2006/2013	13.5	13.5	£2,345	16.6 %	3.9 %	£3.48	£0	£41,950	£43,600
Y4	Yorkshire & North East	Ridings Point	Teva UK Ltd	262,106	12.5	1	100.0%	L/F[5]	2008	13.5	13.5	£1,986	14.1 %	3.3 %	£7.58	£0	£34,130	£35,470
Y3	Yorkshire & North East	Express Way	VOW Europe Ltd	265,129	12.0	1	100.0%	F	2006	14.4	14.4	£1,307	9.2 %	2.2 %	£4.93	£0	£23,525	£24,450
Y1	Yorkshire & North East	Foxbridge Way	Poundworld Retail Limited	215,060	12.0	1	100.0%	F	2006	5.6	10.7	£914	6.5 %	1.5 %	£4.25	£0	£13,270	£13,790
Y6	Yorkshire & North East	Topcliffe Lane	Carlsberg Supply Company UK Limited	129,805	12.0	1	100.0%	F	1998	8.2	8.2	£732	5.2 %	1.2 %	£5.64	£0	£11,820	£12,290
Subtotal Yorkshire and North East				2,963,781		7	100.0%			11.9	13.4	£14,128	100.0 %	23.4 %	£4.77	£0	£222,035	£230,750
SE1	South East	Harding Road	Kuehne + Nagel Ltd	131,682	10.1	1	100.0%	F	1992	2.0	7.0	£718	21.7 %	1.2 %	£5.45	£0	£10,440	£10,850
SE2	South East	Hindmans Way	Vacant	233,439	12.0	0	0.0%	F	2006/2015	0.0	0.0	£0	0.0 %	0.0 %	£0.00	£0	£22,490	£23,370
SE3	South East	Brooklands Industrial Park	Amazon.co.uk Ltd.	310,915	9.2	1	100.0%	F	1983/1989/2015[2]	10.2	10.2	£2,590	78.3 %	4.3 %	£8.33	£6,000	£42,670	£44,700
Subtotal South East				676,036		2	65.5 %			8.4	9.5	£3,308	100.0 %	5.5 %	£7.47	£6,000	£75,600	£78,920
NW2	North West	Manor Park[7]	B & M Retail Limited	342,756	11.8	1	100.0%	F	2002/2013	4.9	9.9	£1,631	61.2 %	2.7 %	£4.76	£0	£22,810	£23,710
NW1	North West	Leacroft Road	Walkers Snacks (Distribution) Ltd	214,036	12.0	1	100.0%	F	1993/1996	1.6	1.6	£1,032	38.8 %	1.7 %	£4.82	£0	£13,940	£14,490
Subtotal North West				556,792		2	100.0%			3.6	6.7	£2,663	100.0 %	4.4 %	£4.78	£0	£36,750	£38,200
SW1	South West	Western Approach	Cemex Investments Ltd	243,643	14.0	1	100.0%	F	1997	1.7	6.7	£1,470	100.0 %	2.4 %	£6.03	£0	£19,410	£20,170
Subtotal South West				243,643		1	100.0%			1.7	6.7	£1,470	100.0 %	2.4 %	£6.03	£0	£19,410	£20,170
S1	Scotland	Clydesmill Place	B&Q plc	120,725	7.4	1	100.0%	L[8]	1990	3.1	5.1	£477	100.0 %	0.8 %	£3.95	£0	£4,190	£4,370
Subtotal Scotland				120,725		1	100.0%			3.1	5.1	£477	100.0 %	0.8 %	£3.95	£0	£4,190	£4,370
Total Portfolio				**11,877,431**		**41**	**98.0%**			**8.2**	**9.6**	**£60,400**			**£5.19**	**£9,500**	**£985,875**	**£1,024,960**

(1) Capex numbers represent currently committed works on vacant assets / agreed extensions which will be incurred in Year 1.
(2) 2015 refurbishment/ extension is currently ongoing.
(3) Asset MI22: Vulcan Way, Lutterworth is held on leasehold for 988 years to 2988 at a peppercorn rent.
(4) Asset MI28: Hunter Boulevard, Lutterworth is held on leasehold for 999 years to 2988 at a peppercorn rent.
(5) Asset Y4: Ridings Point, Leeds is held on leasehold for 125 years to 2132 with an option to purchase freehold at no cost at any time.
(6) Asset Y7: Redhouse Interchange, Doncaster is held on leasehold for 999 years to 2302 at a peppercorn rent with an option to purchase freehold for £1 from 2018 to 2024.
(7) Agreement for lease signed. Conditional only on completion of landlord works which are currently underway. Lease to complete Q2 2015.
(8) Asset S1: Clydemill Place, Glasgow is held on leasehold for 175 years to 2177 at £1pa with an option to purchase freehold from 2018 for £1.

Collateral Overview

Asset Characteristics

Prime Logistics Asset Characteristics[1]

Asset ID	Location	Property	Tenant	Size >100,000 sq. ft	Eaves Height >12 metres	Floor Loading ≥ 50 kN/M2	Sprinkler System	Adequate Yard Depth	Site Coverage 40%-50%	Office Content 3%-7.5%	Cross Docked	360 Degree Circulation	On-Site Refuelling
MI1	Midlands	New Look, Lymedale	New Look Retailers Ltd	✓	✓	✓	✓	✓		✓	✓	✓	✓
MI2	Midlands	Rivet, Coventry	Lear Corporation (UK) Ltd	✓		✓	✓		✓				
MI3	Midlands	Pearson, Rushden	DHL Supply Chain Ltd	✓	✓	✓	✓	✓	✓	✓			
MI4	Midlands	Plot S2, DIRFT	Eddie Stobart Ltd	✓	✓	✓		✓	✓				
MI5	Midlands	Willenhall	Poundland Ltd	✓	✓	✓		✓				✓	✓
MI6	Midlands	Fort Dunlop	Goodyear Dunlop Tyres UK Limited	✓	✓	✓	✓	✓	✓				
MI7	Midlands	DC1 Hams Hall	Plastic Omnium Automotive Ltd	✓	✓	✓	✓	✓		✓		✓	
MI8	Midlands	DC2 Hams Hall	Ceva Logistics Ltd			✓		✓		✓			
MI9	Midlands	Northampton	Travis Perkins (Properties) Limited	✓	✓	✓	✓	✓	✓	✓	✓	✓	
MI10	Midlands	Huntingdon	Firstan Ltd			✓		✓	✓	✓			
MI11	Midlands	Peterborough	Willis Gambier (UK) Ltd	✓		✓		✓					
MI12	Midlands	Bardon	Amazon.co.uk Ltd.	✓	✓	✓	✓	✓			✓		✓
MI13	Midlands	Corby	Sainsbury's Supermarkets Ltd	✓	✓	✓	✓						
MI14	Midlands	Rugeley	Amazon.co.uk Ltd.	✓	✓	✓	✓	✓	✓	✓	✓	✓	
MI15	Midlands	Unit A, DIRFT	Eddie Stobart Ltd	✓	✓		✓	✓		✓			
MI16	Midlands	UNIT B, DIRFT	Eddie Stobart Ltd	✓	✓	✓	✓	✓					
MI17	Midlands	Unit C, DIRFT	Ingram Micro Holdings Ltd	✓	✓		✓	✓	✓	✓			
MI18	Midlands	Unit E1, DIRFT	NFT Distribution Operations Ltd	✓	✓	✓	✓	✓	✓	✓			✓
MI19	Midlands	Salthouse Road, Brackmills	Great Bear Distribution Ltd	✓	✓	✓		✓	✓	✓			
MI20	Midlands	Unit F, Brackmills	Travis Perkins (Properties) Limited	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
MI21	Midlands	Alpha One, Hams Hall	Automotive and Insurance Solutions Group Plc	✓	✓	✓		✓	✓				
MI22	Midlands	Unit 5220, Magna Park	Unipart Logistics Ltd	✓		✓	✓	✓	✓	✓			
MI23	Midlands	Relay Park,Tamworth	Yusen Logistics (UK) Ltd		✓	✓		✓		✓			✓
MI24	Midlands	Highway Point Northrup, Coleshill	International Automotive Components Group Ltd	✓		✓	✓		✓	✓		✓	
MI25	Midlands	Highway Point Greenwood, Coleshill	Sertec (Birmingham) Limited	✓	✓	✓		✓					
MI26	Midlands	Radial Point, Stoke on Trent	Norbert Dentressangle Logistics Ltd	✓		✓	✓	✓	✓	✓			
MI27	Midlands	Interlink Park, Leicester	Antalis Limited	✓	✓	✓	✓	✓					✓
MI28	Midlands	Unit 5110, Magna Park, Lutterworth	Syncreon Technology (UK) Ltd	✓	✓	✓	✓	✓	✓	✓			
NW1	North West	Walkers, Warrington	Walkers Snacks (Distribution) Ltd	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
NW2	North West	Onyx 350, Runcorn	B & M Retail Limited	✓		✓	✓	✓		✓			✓
S1	Scotland	7 Clydemil Place, Glasgow	B&Q plc	✓				✓					✓
SE1	South East	Midway Point, Milton Keynes	Kuehne + Nagel Ltd	✓		✓	✓	✓					
SE2	South East	Dagenham	Vacant	✓	✓	✓	✓	✓					
SE3	South East	Brooklands Industrial Estate , Weybridge	Amazon.co.uk Ltd.	✓			✓	✓	✓		✓	✓	
SW1	South West	Western Approach, Bristol	Cemex Investments Ltd	✓	✓			✓	✓	✓			
Y1	Yorkshire & North East	Poundworld, Normanton	Poundworld Retail Limited	✓	✓	✓		✓		✓			
Y2	Yorkshire & North East	Sheffield	Polestar UK Print Ltd	✓	✓		✓	✓		✓			
Y3	Yorkshire & North East	Wakefield Europort	VOW Europe Ltd	✓	✓	✓		✓	✓			✓	
Y4	Yorkshire & North East	Glasshoughton	Teva UK Ltd	✓	✓	✓	✓	✓					
Y5	Yorkshire & North East	Barnsley	ASOS.com Ltd	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Y6	Yorkshire & North East	Tingley	Carlsberg Supply Company UK Limited	✓	✓			✓			✓	✓	✓
Y7	Yorkshire & North East	Doncaster	B&Q Plc	✓	✓	✓	✓	✓		✓	✓	✓	

[1] *Source: CBRE Portfolio Valuation Reports as of 08-May-2015*

Collateral Overview

Portfolio Strats

Strats by Location

Location	Properties	Sq. Ft.	% of Total Sq. Ft.	Occupancy	Total Contracted Rent (£)	% of Total Contracted Rent	Rent Per Sq. Ft. (£)	CBRE Market Value (£)	% of Total Value
Midlands	28	7,316,454	61.60%	100.00%	38,352,872	63.50%	5.24	627,890,000	63.69%
Yorkshire & North East	7	2,963,781	24.95%	100.00%	14,128,400	23.39%	4.77	222,035,000	22.52%
South East	3	676,036	5.69%	65.47%	3,308,384	5.48%	7.47	75,600,000	7.67%
North West	2	556,792	4.69%	100.00%	2,663,182	4.41%	4.78	36,750,000	3.73%
South West	1	243,643	2.05%	100.00%	1,470,061	2.43%	6.03	19,410,000	1.97%
Scotland	1	120,725	1.02%	100.00%	476,832	0.79%	3.95	4,190,000	0.43%
Total	42	11,877,431	100.00%	98.03%	60,399,731	100.00%	5.19	985,875,000	100.00%

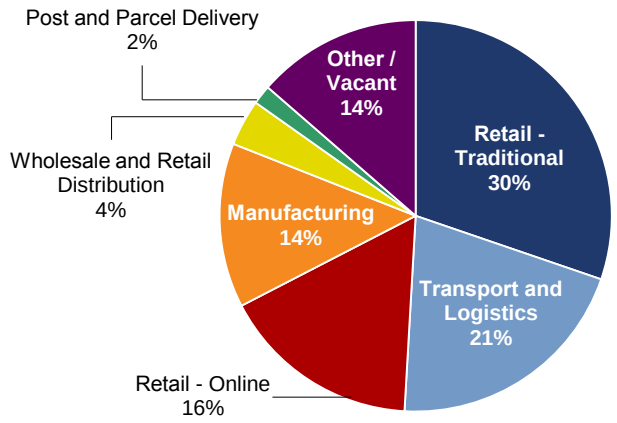
Strats by Industry

Industry	Properties	Sq. Ft.	% of Total Sq. Ft.	Occupancy	Total Contracted Rent (£)	% of Total Contracted Rent	Rent Per Sq. Ft. (£)	CBRE Market Value (£)	% of Total Value
Retail - Traditional	10	3,593,819	30.26%	100.00%	17,045,168	28.22%	4.74	268,380,000	27.22%
Retail - Online	4	1,959,272	16.50%	100.00%	9,147,868	15.15%	4.67	160,550,000	16.29%
Transport and Logistics	13	2,452,751	20.65%	100.00%	14,022,367	23.22%	5.72	222,670,000	22.59%
Manufacturing	7	1,613,737	13.59%	100.00%	9,214,292	15.26%	5.71	141,280,000	14.33%
Wholesale and Retail Distribution	2	454,693	3.83%	100.00%	2,009,825	3.33%	4.42	33,745,000	3.42%
Post and Parcel Delivery	1	187,976	1.58%	100.00%	848,894	1.41%	4.52	12,200,000	1.24%
Other	4	1,381,744	11.63%	100.00%	8,111,317	13.43%	5.87	124,560,000	12.63%
Vacant	1	233,439	1.97%	0.00%	-	0.00%	-	22,490,000	2.28%
Total	42	11,877,431	100.00%	98.03%	60,399,731	100.00%	5.19	985,875,000	100.00%

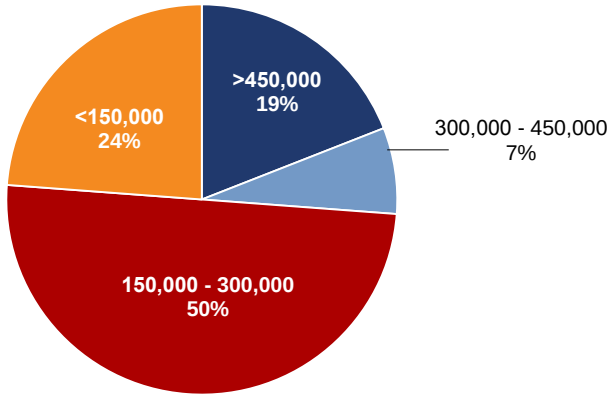
Collateral Overview

Portfolio Strats

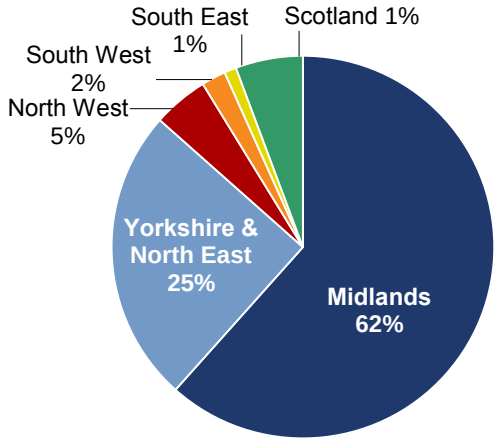
Industry – Total Sq.Ft.



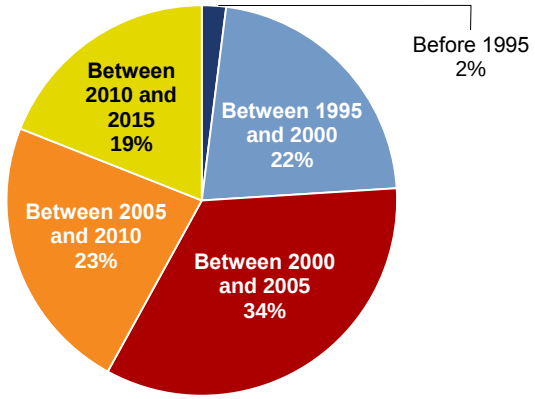
Size – No. of Assets



Location – Total Sq.Ft.



Latest Refurbishment – Total Sq.Ft.

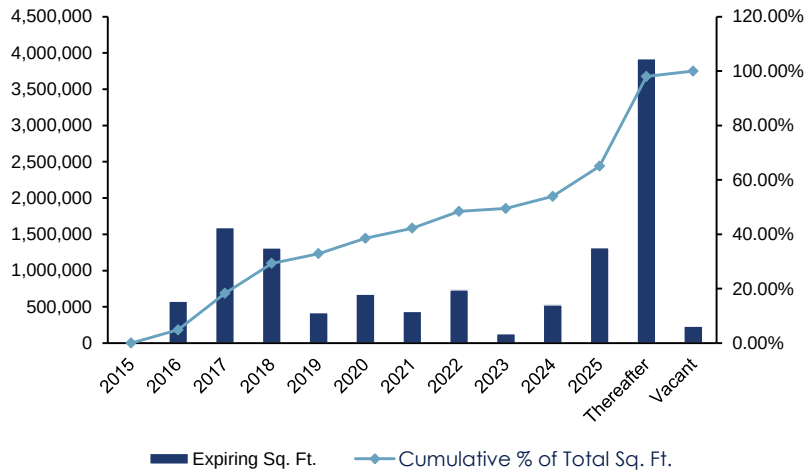


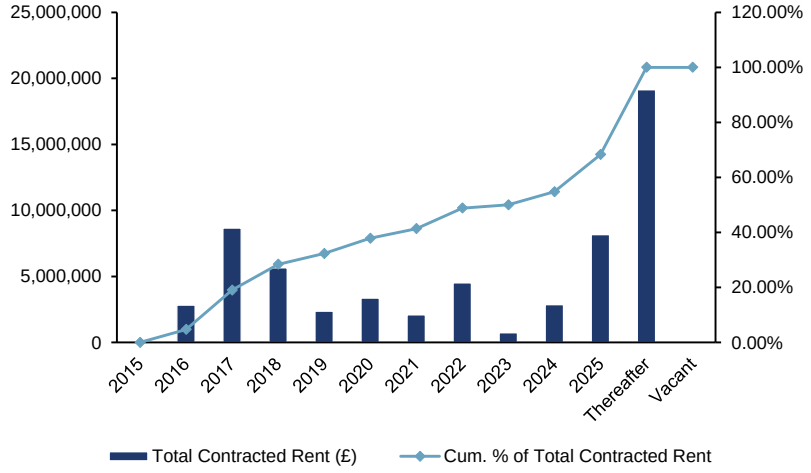
Collateral Overview

Rollover Profile

Expiration Schedule – Term to Break

Year	Expiring Sq. Ft.	% of Total Sq. Ft.	Cumulative % of Total Sq. Ft.	Total Contracted Rent (£)	% of Total Contracted Rent	Cum. % of Total Contracted Rent	No. of Expiring Tenants
2015	-	0.00%	0.00%	-	0.00%	0.00%	0
2016	578,415	4.87%	4.87%	2,835,250	4.69%	4.69%	3
2017	1,592,043	13.40%	18.27%	8,660,078	14.34%	19.03%	6
2018	1,313,863	11.06%	29.34%	5,663,152	9.38%	28.41%	5
2019	419,930	3.54%	32.87%	2,363,855	3.91%	32.32%	2
2020	675,136	5.68%	38.56%	3,359,524	5.56%	37.88%	3
2021	435,714	3.67%	42.22%	2,093,466	3.47%	41.35%	2
2022	734,724	6.19%	48.41%	4,512,598	7.47%	48.82%	2
2023	129,805	1.09%	49.50%	731,700	1.21%	50.03%	1
2024	528,773	4.45%	53.95%	2,874,849	4.76%	54.79%	3
2025	1,315,967	11.08%	65.03%	8,163,316	13.52%	68.31%	5
Thereafter	3,919,622	33.00%	98.03%	19,141,944	31.69%	100.00%	9
Vacant	233,439	1.97%	100.00%	-	0.00%	100.00%	1
Total	11,877,431	100.00%		60,399,731	100.00%		42



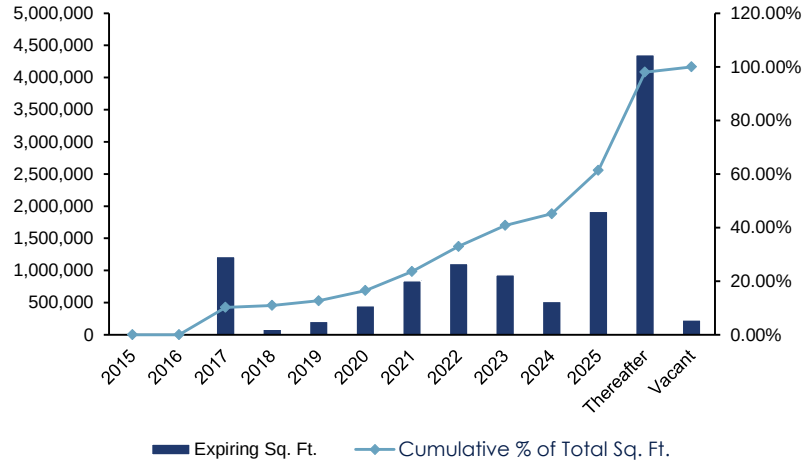


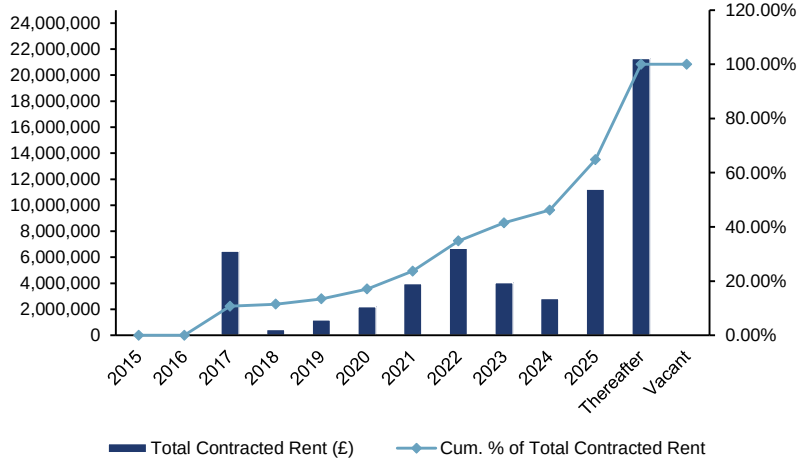
Collateral Overview

Rollover Profile

Expiration Schedule – Term to Expiry

Year	Expiring Sq. Ft.	% of Total Sq. Ft.	Cumulative % of Total Sq. Ft.	Total Contracted Rent (£)	% of Total Contracted Rent	Cum. % of Total Contracted Rent	No. of Expiring Tenants
2015	-	0.00%	0.00%	-	0.00%	0.00%	0
2016	-	0.00%	0.00%	-	0.00%	0.00%	0
2017	1,216,718	10.24%	10.24%	6,472,017	10.72%	10.72%	4
2018	85,339	0.72%	10.96%	456,000	0.75%	11.47%	1
2019	208,071	1.75%	12.71%	1,189,500	1.97%	13.44%	1
2020	453,105	3.81%	16.53%	2,205,624	3.65%	17.09%	3
2021	842,217	7.09%	23.62%	3,984,837	6.60%	23.69%	5
2022	1,110,049	9.35%	32.97%	6,700,659	11.09%	34.78%	4
2023	932,546	7.85%	40.82%	4,056,434	6.72%	41.50%	2
2024	517,853	4.36%	45.18%	2,824,904	4.68%	46.18%	3
2025	1,920,633	16.17%	61.35%	11,229,763	18.59%	64.77%	7
Thereafter	4,357,461	36.69%	98.03%	21,279,994	35.23%	100.00%	11
Vacant	233,439	1.97%	100.00%	-	0.00%	100.00%	1
Total	11,877,431	100.00%		60,399,731	100.00%		42





IV. Loan Description

Hindmans Way, Dagenham

Loan Description

Key Structural Terms

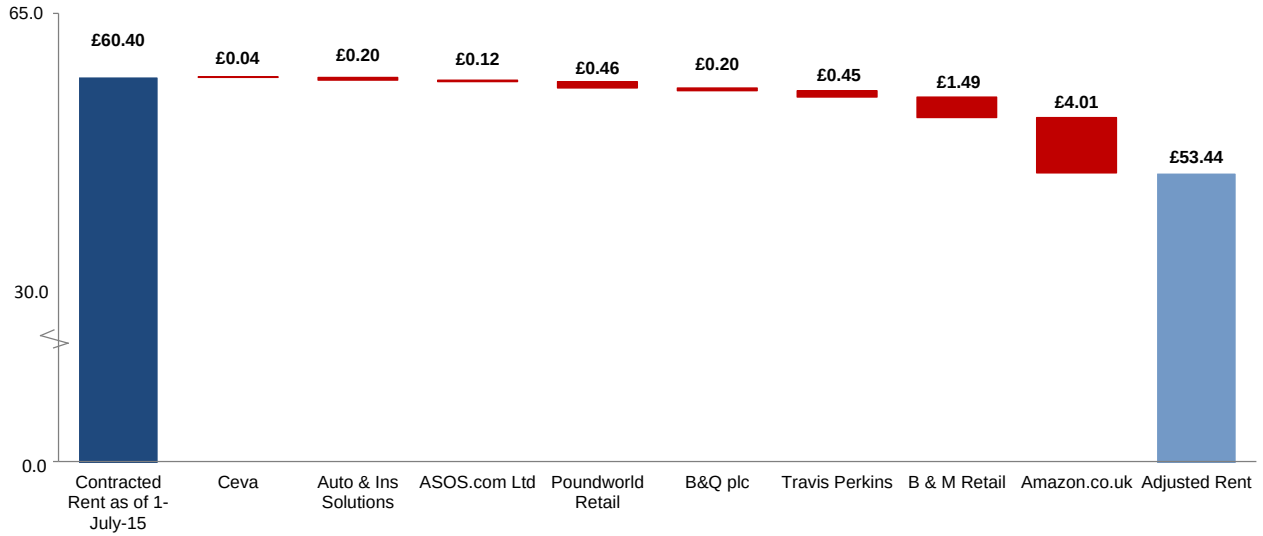
Amount	■ £680.0m / c.69.0% LTV[1]
Borrowers	■ Rhombus Propcos, New Teal Propcos, Diamond Propcos each a wholly owned subsidiary of UK Logistics Pledgeco I Sarl (the **"Pledgeco"** or the **"Company"**)
Guarantors	■ Pledgeco and its subsidiaries
Sponsor	■ Blackstone Real Estate Partners Europe III and Blackstone Real Estate Partners VII
Property Manager	■ Initial Property Manager: Savills (UK) Limited
Asset Manager	■ LogiCor Europe Limited
Security	■ Each Guarantor which is not a Propco: first-ranking security over bank accounts, intra-Group receivables and the shares in its subsidiaries ■ Propcos: first-ranking security over all of its assets (including over each Property, insurance policies, bank accounts, all occupational leases, hedging agreements and intra-Group receivables)
Term	■ 3 + 1 + 1 years
Margin	■ 2.20%
Interest Rate	■ 3-month LIBOR (subject to a zero floor) *plus* the Margin
Amortization	■ None
Call / Repayment Premium	■ Call protection to interest calculation date in May 2016
Extension Conditions	■ Pledgeco delivers to the agent a 30+ day notice to extend ■ No default is outstanding or will occur on the extension ■ Borrower has arranged for hedging as agreed for the extended maturity
Hedging Requirements	■ The aggregate notional amount of the hedging arrangements must by greater than or equal to 95% of the outstanding principal amount of the Loan ■ All hedging transactions must provide for interest rate cap(s) — Years 1-3: weighted average strike rate of no more than 3.00% — First and Second Extension Period: weighted average strike rate of no more than 4.00%
Cash Trap Covenants	■ ICR < 1.20x (based on LIBOR with minimum 3.00% and maximum of cap strike rate) ■ LTV > 81.5%
Financial Covenants	■ ICR < 1.10x (based on LIBOR with minimum 3.00% and maximum of cap strike rate) ■ LTV > 86.5%
Release Price	■ Upon the permitted disposal of a Property, to the extent that the outstanding principal amount of the Loan (taking into account the payment following the permitted disposal) is: — greater than or equal to 85% of the outstanding principal amount of the Loan on the Utilisation Date, then 105% of ALA — less than 85% but greater than or equal to 70% of the outstanding principal amount of the Loan on the Utilisation Date, then 110% of ALA — less than 70% of the outstanding principal amount of the Loan on the Utilisation Date, then 115% of ALA — ALA will reset as a result of property disposals, up to a maximum of GBP250m of aggregate prepayments
Valuation Provisions	■ The Senior Facility Agent may (a) once in every 12 month period after the second anniversary of the Utilisation Date, (b) at any time if a Default is continuing and (c) following a compulsory purchase, instruct the Valuer to prepare and issue a Valuation of the Properties. The first test date for the LTV Financial Covenant is no earlier than the first Interest Payment Date falling immediately after the second anniversary of the Utilisation Date.
Capex Controls	■ Capital expenditure works may be carried out if (a) such capital expenditure is required by law or lease (b) can be funded from service charge proceeds or (c) the projected cost of such capital expenditure works (when aggregated with the projected cost of all other capital expenditure works not otherwise permitted) is equal to or less than 10% of the aggregate market value of the Properties (calculated by reference to the most recent valuation) and can be funded from the General Accounts or (d) necessary to ensure no event of default due to major damage and is funded from the General Account / Excluded Insurance Proceeds
Governing Law and Jurisdiction	■ England and Wales and relevant local law for security

[1] *LTV of 69.0% based on CBRE's Market Valuation of £985,875,000.*

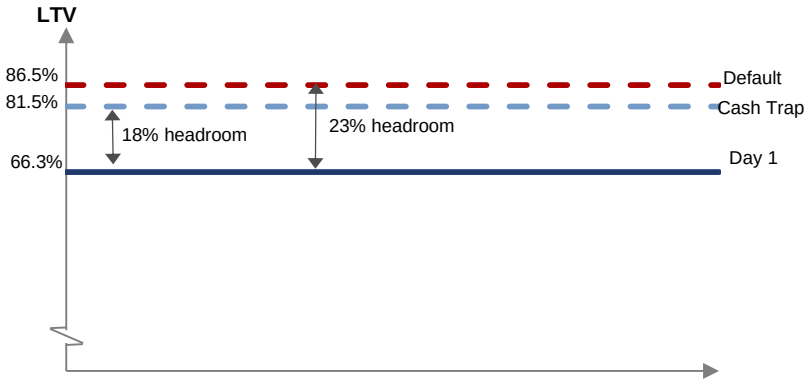
Loan Description

Cash Trap / Default Trigger

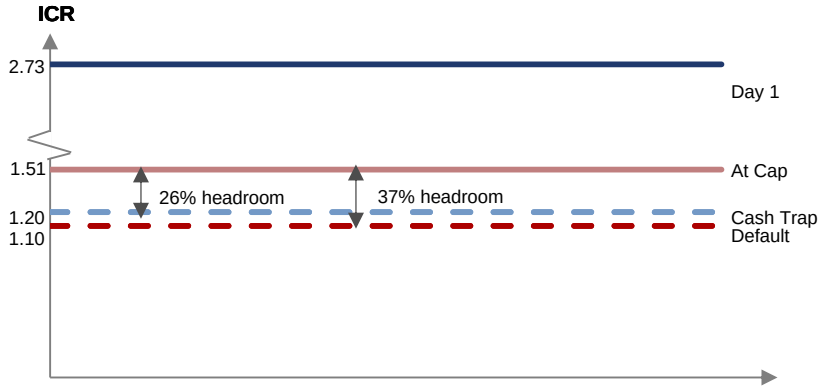
Rental Income Bridge (£ millions) – Temporary Rent Frees and Rent Reductions Year 1[1]



LTV Trigger



ICR Trigger[1]



[1] ICR Day 1 based off of Adjusted Rent (£53.44 million), less £0.40 per sq.ft. void costs on the 233,439 sq.ft. of vacant space, £50,052 Sponsor projected fixed costs and £42,000 Sponsor projected property management fee. Adjusted Rent is equal to gross contracted rent as of 1-Jul-2015 (£56,179,281) less current temporary rent reductions and rent frees relating to the following tenants: Travis Perkins (rent is £2 million until March 31, 2016), ASOS.com Ltd (rent is £1.88 million until September 20, 2015), B&M Bargains (rent free until May 20, 2016), Automotive and Insurance Solutions Group Plc (rent free from June 24, 2015 to August 23, 2015) Poundworld Retail Limited (rent free until December 24, 2015), B&Q Plc (Clydesmill Place) (rent free from August 1, 2015 to December 31, 2015), Ceva Logistics (rent free until July 31, 2015), Amazon.co.uk lease at Weybridge and Bardon with rent frees for 12 and 14 months respectively. ICR Day 1 based on the 12-months forward 3M-LIBOR rate as of May 14, 2015, including the LIBOR rate set for the first IPD in August 2015. ICR at cap based on the LIBOR cap strike rate of 300 bps.

Loan Description

Borrower Structure / Sources & Uses

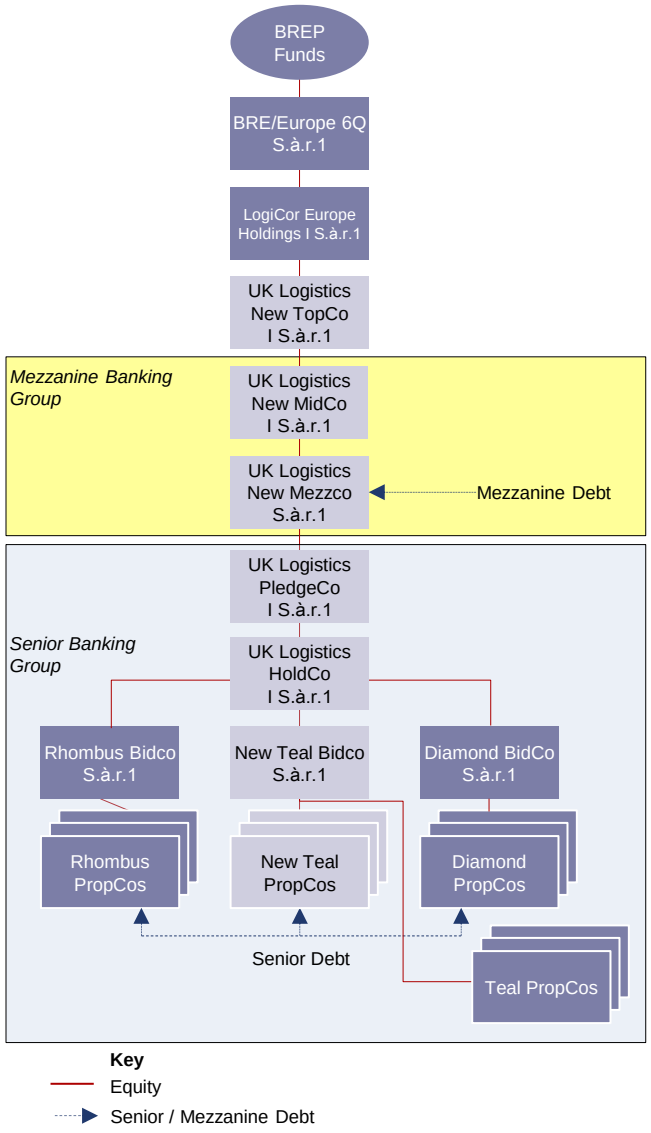
- **Portfolio Refinancing:** BREP acquired the Portfolio in several separate transactions from 2012 to 2013 with the consolidated purchase cost (inclusive of closing costs) amounting to c.£760 million, c.£215 million of which was financed with equity and the remaining c.£545 million with debt

Sources & Uses

Sources	£ millions	LTV	£ / Sq. Ft.	% of Total	Debt Yield
Senior Debt	£680.0	69.0%	£57.3	91.9%	8.9%
Mezzanine Debt	60.0	75.1%	5.1	8.1%	8.1%
Total	£740.0	75.1%	£62.3	100.0%	8.1%

Uses	£ millions	£ / Sq. Ft.	% of Total
Refinance Existing Debt	£544.9	£45.9	73.6%
Sponsor Cash Out / Closing Costs	195.1	16.4	26.4%
	£740.0	£62.3	100.0%

- Capitalization includes topco mezzanine financing of c.£60m from an experienced institutional mezzanine investor which would rank structurally junior to the senior mortgage, will not share any CMBS security. The mezzanine financing will not be securitized.
- This Portfolio comprises a significant size of the LogiCor platform in Europe and most of their assets in the UK (42 out of 69[1] assets), and thus the ongoing performance of this Portfolio is crucial to the core success of LogiCor and Blackstone's total investment in the platform



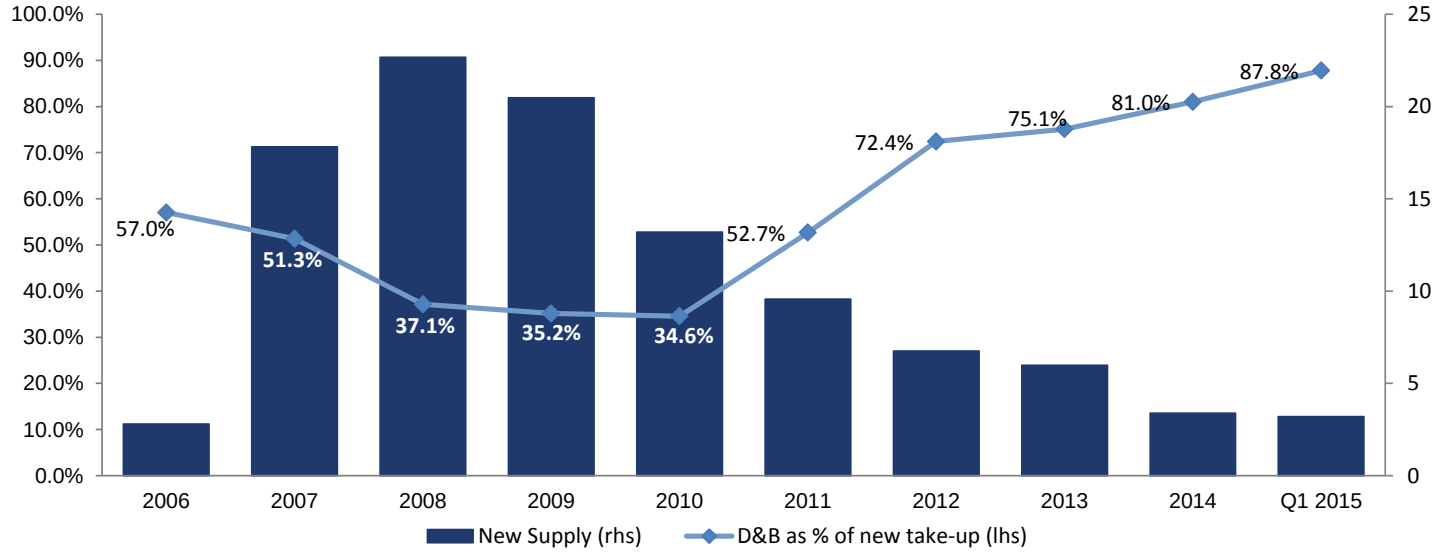
[1]*The 69 UK assets include LogiCor's recently announced asset purchases.*

V. Market Overview

Coleshill Plot 1 & 2 (International Automotive Components Group)

- **Market Overview[1] :** Investor sentiment towards the UK industrial sector is remarkably positive, underpinned by the structural shirt towards E-commerce and the tight supply of good quality space in the occupier market. According to Knight Frank's *Logistics & Industrial, Capital Markets Update, Winter* 2015, investor demand for all types of logistics and industrial assets will continue to outstrip supply. The tight supply will continue to place upward pressure on rents, particularly around London, but is also expected to strengthen and ripple out to the main regional markets in 2015.
  - In general, Prime and Good Secondary Logistics assets have been liquid throughout the cycle. The asset class attracts a wide pool of investors with the majority of investors being large property companies, institutional investors and list investors who are interest in the longer term and stable income profiles of the assets.
  - Investment activity in the sector reached over £6 billion in 2014, eclipsing the previous high of 2006. This compares with £5.1 billion of investment turnover in 2013.
  - According to IPD, industrial is the strongest performing UK property sector if Central London Offices are discounted. Over the trailing twelve months ending November 2014, industrial total returns reached 24.6%, underpinned by capital growth of 16.7%. Total returns are only slightly below the 20-year peak of 25.3% recorded in October.
  - With the increased demand for large logistics units and declining supply of quality space, the market has seen an upturn in the amount of space acquired through Design & Build (D&B) solutions, which has formed an increasing proportion of take-up of new warehouse space.[2]

Design & Build Take-Up + New Build Supply[2]



[1] *Knight Frank's Logistics & Industrial Capital Markets Update, Winter 2015*
[2] *CBRE Q1 2015 UK Logistics Report*

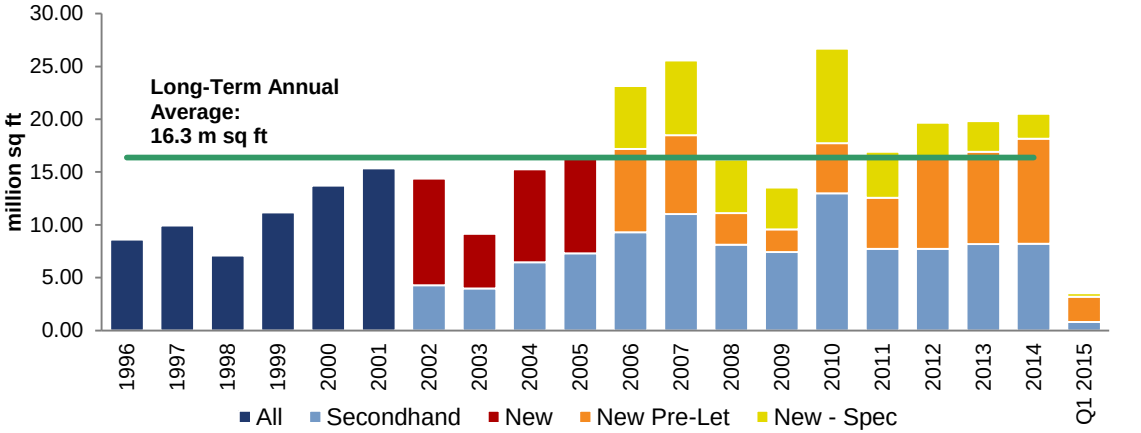
Market Overview

Logistics Market Dynamics

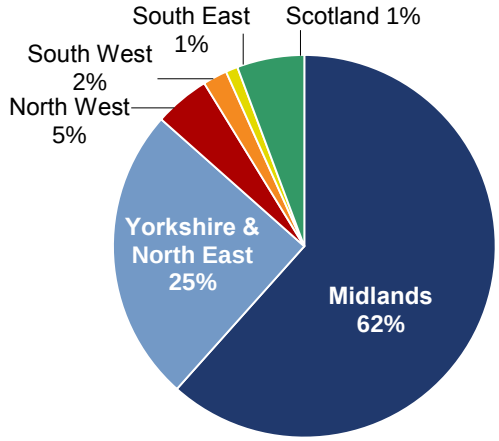
Overview

- Demand for big box logistics warehousing, of over 100,000 sq.ft., has continued to remain strong during 2014. For the year as a whole, a total of 20.2 million sq.ft. was acquired for occupation.
- The Midlands have dominated market activity in 2014, with over 11 million sq.ft. of take-up, a 55% share of total UK take-up during the year.
- The past year has also seen some of the last remaining space from the 2009 supply peak finally be taken for occupation. While new speculative development is now beginning to emerge, units are being rapidly acquired for occupation.
- With the lack of supply, the market is experiencing rental growth. The pace of growth, particularly in London and the South East, is now well ahead of the rate of inflation, and is expected to stay ahead for the whole of 2015.
- With strong occupier fundamentals, the investment market has also been extremely active. A total of £2.87 billion of logistics stock was sold during 2014, up from £1.8 billion in 2013. UK institutions and property companies have dominated purchasing activity, together accounting for 82% of purchases by value.

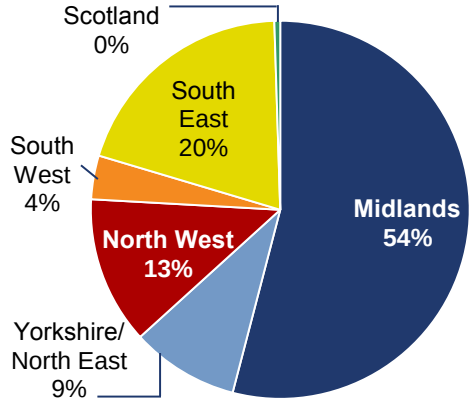
United Kingdom Logistics Take-Up



Portfolio Distribution – Total Sq.Ft.



UK Take-Up by Region, 2014 – Total Sq.Ft.



Source: CBRE Q1 2015 UK Logistics Report

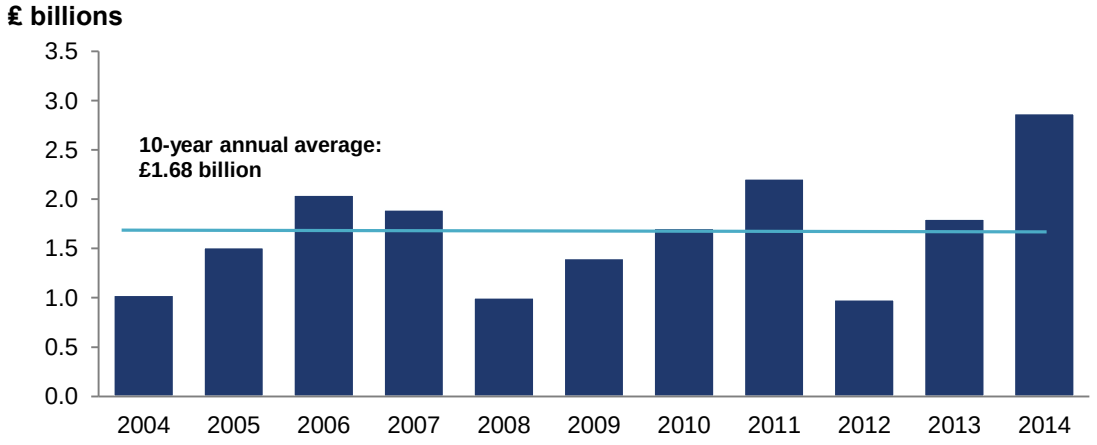
Market Overview

Investment Market

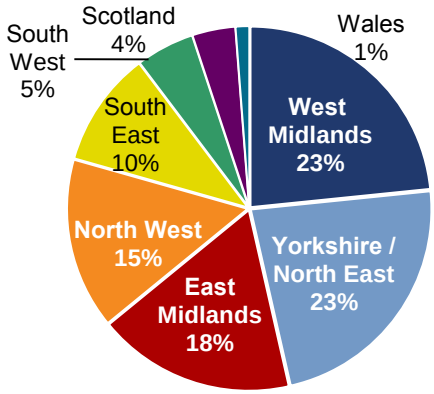
Market Liquidity

- New records were set in the UK logistics investment sector in 2014, with £2.85 billion of property transacted, up 64% from £1.8 billion purchased in 2013.
- The market continues to experience increasing appetite to set up "individual" sector specialist platforms to attract both institutional and overseas capital.
- This demand is being driven by equity that wants exposure to the higher income return this sector offers, the continue revolution of inline retail and consolidation of retailers, against a backdrop of historically low availability of space and a lack of alternative investment opportunities that are not as yield accretive.
- The market continues to be dominated by a diverse range of investors seeking resilient income, more so now than at any time in the past six years.
- On a single asset basis, the market continues to be dominated by UK institutional investors, particularly retail investor funds, and, on a portfolio basis, overseas and REIT operatives that are seeking to create platforms.
- An increasingly attractive occupational supply / demand dynamic means logistics assets look well placed for strong rental growth prospects in prime locations, providing immediate reversionary opportunities.

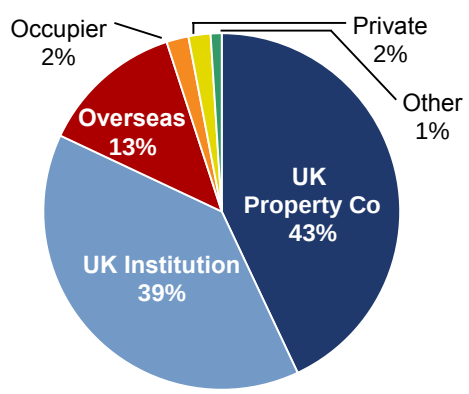
United Kingdom Logistics Investment



Investment by Region – Total Sq.Ft.



Investor Type – Total Sq.Ft.

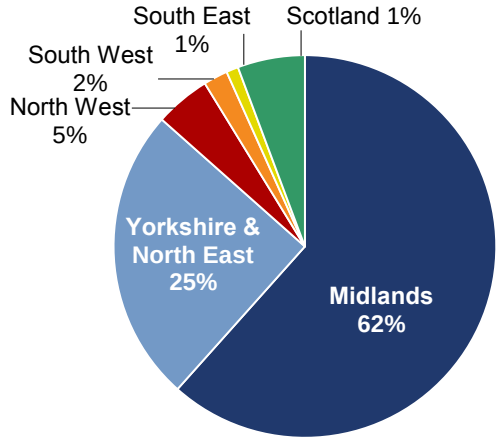


Source: CBRE Q1 2015 UK Logistics Report

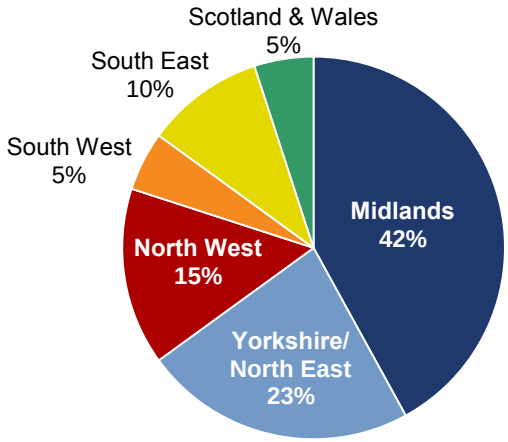
LogiCor Portfolio

Comparative Analysis vs UK Market

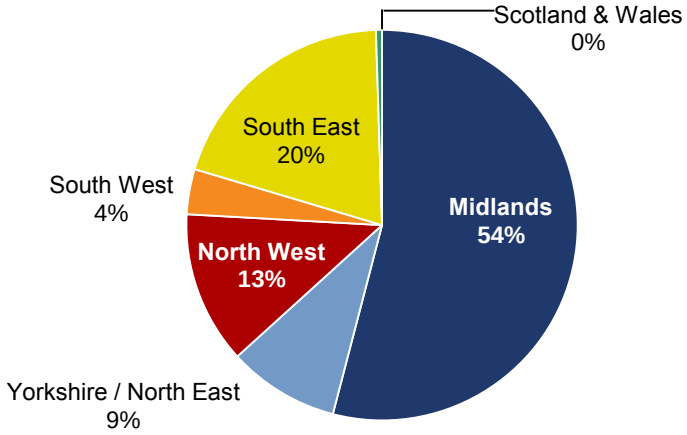
Portfolio Distribution – Total Sq.Ft.



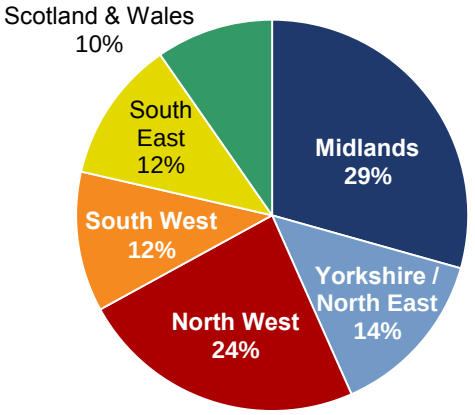
UK Investment Market by Region – Total Sq.Ft.



UK Investment Take-up by Region – Total Sq.Ft.



UK Total Supply – Total Sq.Ft.



Source: CBRE Q1 2015 UK Logistics Report

VI. Appendix

DIRFT Unit B (Eddie Stobart)

Appendix

Top 5 Tenants by Rental Income

Amazon.co.uk

amazon.co.uk

- Amazon.co.uk is the UK subsidiary of Amazon Inc
- Amazon Inc is the largest internet-based retailer in the United States
- The Company's products, offered through consumer-facing Websites, include merchandise and content that the Company purchases for resale from vendors and those offered by third-party sellers. The Company offers its own products as well as third-party products across various categories, through its retail Websites and through its mobile Websites and applications. It also manufactures and sells electronic devices, including Kindle e-readers, Fire tablets, Fire TVs, Echo and Fire phones
- The asset in Rugeley operates as a flagship warehouse, including public tours and Amazon ensure it is a key property in their UK operational portfolio

Letting Information	
Tenant	Amazon.co.uk. Ltd
Square Feet	1,285,594
Passing Rent per Annum	£6,803,141
WALT (to expire)	10.5 yrs
WALT (to break)	N/A
D&B Rating	5A 1

Financial Info[1]	
Sales Turnover	449,118
Profit / (Loss) Before Taxes	17,079
Tangible Net Worth	150,099
Net Current Assets (Liabilities)	44,777
Company Website	www.amazon.co.uk

Travis Perkins PLC

Travis Perkins

- Travis Perkins has built itself into the UK's largest builder merchant. Catering to contractors and construction professionals, Travis Perkins (TP) sells building materials and also rents tools at c.1,975 branches throughout the UK. TP operates specialty branches under several names, including its namesake banner, Benchmarx, CityPlumbing, Keyline, PTS, Toolstation and Wickes
- The Group operates from 2,000 locations enabling it to conveniently offer products for collection or delivery to customers anywhere in the UK and increasingly integrate its developing online operations into its branch and store network
- Over 2,250 colleagues, 192 lorries, 29 central warehouses and 3,700 local delivery vehicles enable the Group to operate an efficient local and national delivery service

Letting Information	
Tenant	Travis Perkins (Properties) Ltd
Square Feet	998,714
Passing Rent per Annum	£5,163,500
WALT (to expire)	13.0 yrs
WALT (to break)	N/A
D&B Rating	5A 1

Financial Info[1]	
Sales Turnover	76,384
Profit / (Loss) Before Taxes	41,752
Tangible Net Worth	295,024
Net Current Assets (Liabilities)	31,644
Standard & Poor's Credit Rating	BB+
London Stock Symbol	TPK
Company Website	www.travisperkinsplc.com

Eddie Stobart Ltd

Eddie Stobart

- Once a family-owned trucking company bearing the name Eddie Stobart, The Stobart Group is now a vast transportation and logistics business offering storage, rail, and airfreight service in the UK and Europe. Its counts a haulage fleet of about 2,200 trucks and more than 6.0m sq.ft. of warehouse space
- In 2014, Douglasbay Capital acquired a 51.0% stake in Stobart Group's transport and distribution division for £280m and created a new private firm Eddie Stobart Logistics
- As of 28-Feb-2015, the Stobart Group Limited had Total Assets of c.£529m and Total Equity of c.£406m

Letting Information	
Tenant	Eddie Stobart Ltd
Square Feet	802,181
Passing Rent per Annum	£5,027,918
WALT (to expire)	8.2 yrs
WALT (to break)	N/A
D&B Rating	4A 1

Financial Info[1]	
Sales Turnover	433,458
Profit / (Loss) Before Taxes	15,854
Tangible Net Worth	27,166
Net Current Assets (Liabilities)	14,639
Company Website	www.eddiestobart.com

[1] *Financial information represented in £ '000s and as of December 2013 for Amazon and Travis Perkins and February 2014 for Eddie Stobart. Financial information represented is for the tenant entity. Credit ratings reflect that of either the tenant or its affiliates.*

Appendix

Top 5 Tenants by Rental Income

B&Q Plc

- B&Q is a home furniture and appliances retailer. The company is a subsidiary of home improvement retailing giant Kingfisher, Europe's leading home improvement retail group and the third-largest in the world
- Kingfisher operates more than 950 home improvement stores in eight countries in Europe and Asia. The company's DIY portfolio includes: B&Q stores in the UK, Ireland, China, Castorama and Brico Dépôt stores in France, Poland, Spain and Russia as well as a 50.0% owned Koçtas in Turkey. Its Screwfix business is the UK's largest direct and online supplier of tools to the trade
- Currently, B&Q have 350 stores in the UK and 8 stores in Ireland and employ over 30,000 people

Letting Information	
Tenant	B&Q Plc
Square Feet	923,466
Passing Rent per Annum	£3,801,566
WALT (to expire)	8.0 yrs
WALT (to break)	3.4 yrs
D&B Rating	5A 1

Financial Info[1]	
Sales Turnover	3,589,500
Profit / (Loss) Before Taxes	138,600
Tangible Net Worth	4,385,900
Net Current Assets (Liabilities)	3,836,900
Standard & Poor's Credit Rating	BBB-
London Stock Symbol	KGF
Company Website	www.kingfisher.co.uk

Goodyear Dunlop Tyres UK Ltd

- Goodyear sells mainly new tyres under the Goodyear, Dunlop, Kelly, Fulda, Debica and Sava brand names. With Sumitomo, Goodyear makes, markets, and sells Dunlop tyres in North America and Western Europe. In Japan, the tyre makers own businesses that sell tyres separately to OEMs and to aftermarket companies. Goodyear sells some 60% of its products outside the US
- Goodyear boasts more than 50 facilities across 20-plus countries, as well as 1,250 tyre/auto repair centers. The US and Germany are its largest markets, generating 40% and 12% of sales, respectively. The company is divided into four segments: North America, Europe, Middle East & Africa (EMEA), Latin America and Asia/Pacific. North America, the company's largest segment, accounted for 44.0% of 2013 sales
- Goodyear Dunlop Tyres UK Ltd. was incorporated in 1927 and is based in Birmingham, United Kingdom

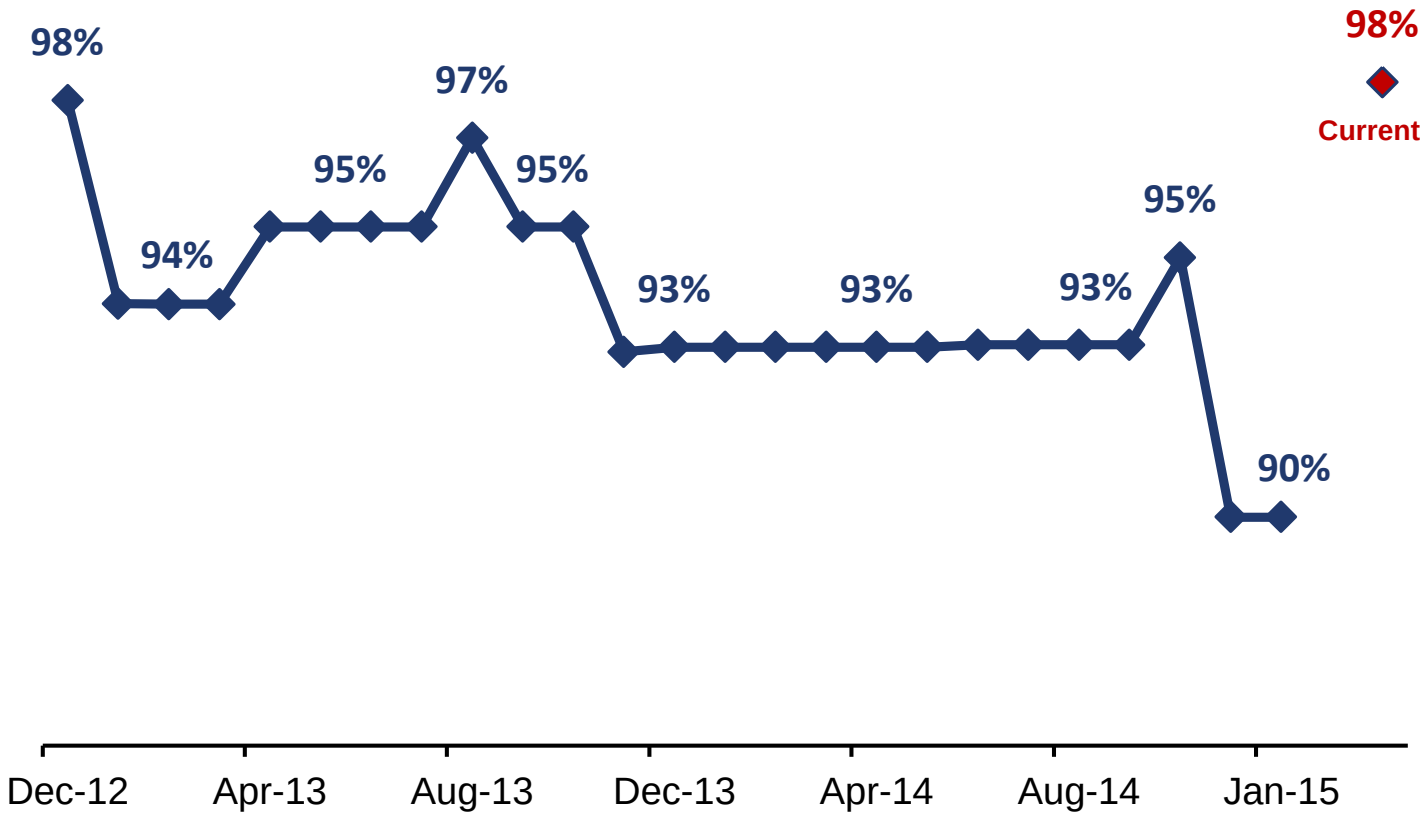
Letting Information	
Tenant	Goodyear Dunlop Tyres UK Ltd
Square Feet	558,125
Passing Rent per Annum	£3,560,217
WALT (to expire)	1.7 yrs
WALT (to break)	N/A
D&B Rating	5A 1

Financial Info[1]	
Sales Turnover	342,823
Profit / (Loss) Before Taxes	6,430
Tangible Net Worth	84,695
Net Current Assets (Liabilities)	118,354
Standard & Poor's Credit Rating	BB
Company Website	www.goodyear.com

[1]*Financial information represented in £ '000s and as of February 2014 and December 2013 for B&Q and Goodyear, respectively. Financial information represented is for the tenant entity. Credit ratings reflect that of either the tenant or its affiliates.*

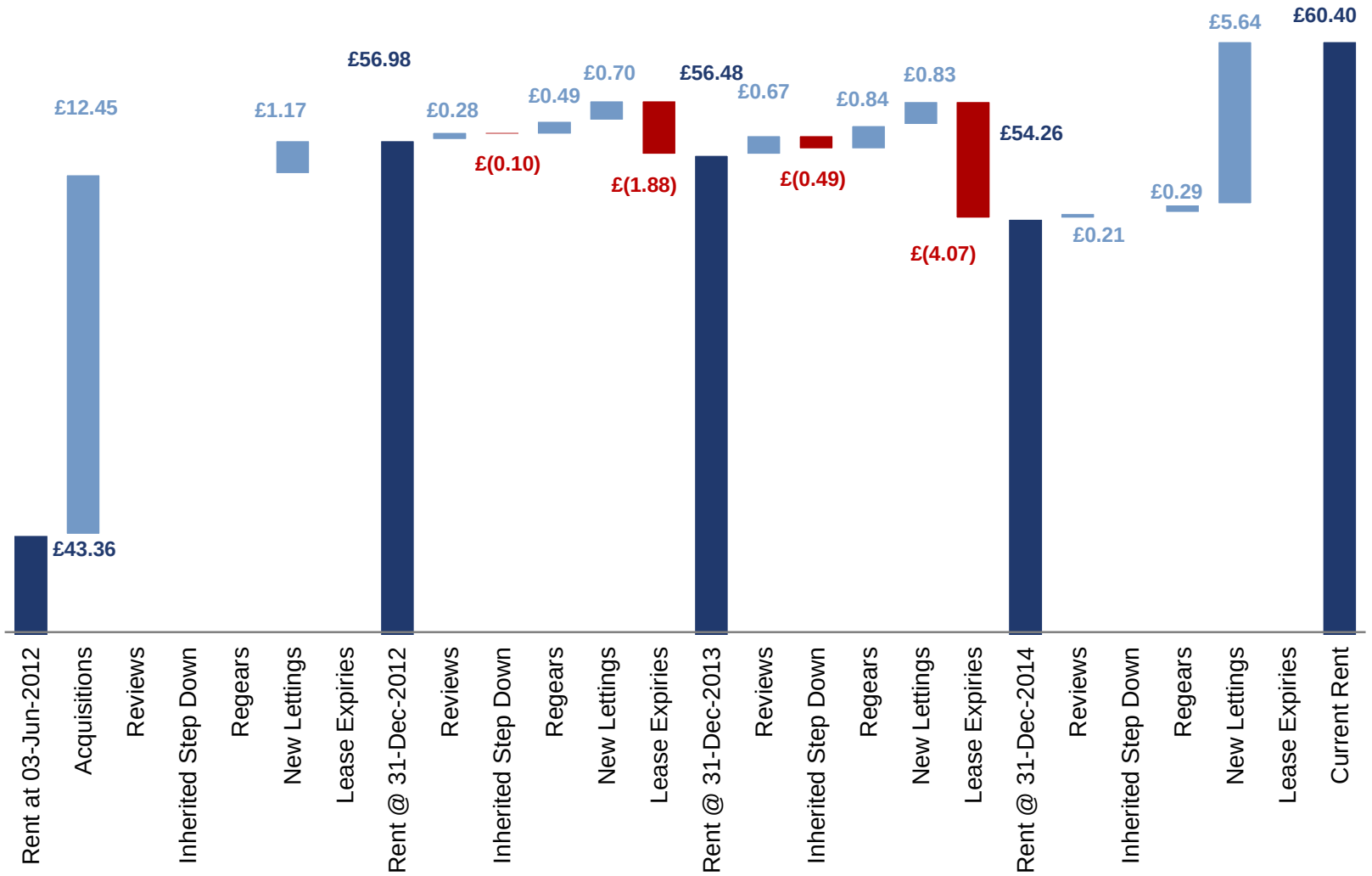
Appendix

Portfolio Historical Occupancy



Appendix

Portfolio Historical Rental Bridge (£ millions)



Appendix

Certain Definitions

- **Projected ICR** means, on any Interest Payment Date, the ratio of Projected Net Rental Income to Projected Interest Costs, in each case, in respect of the Relevant Period commencing on the Financial Quarter Date falling immediately prior to that Interest Payment Date
- **Projected Interest Costs** means, for any Relevant Period, the sum of all interest which shall be payable by the Obligors to the Finance Parties under the Finance Documents during the Relevant Period assuming that LIBOR will be the arithmetic mean of the aggregate of the Relevant Rates for each Interest Payment Date during that Relevant Period
- **Relevant Period** means each period of twelve (12) months commencing on a Financial Quarter Date and ending on the anniversary of that Financial Quarter Date
- **Relevant Rate** means
  - (a) in respect of the first Interest Payment Date in any Relevant Period, the lower of (i) the higher of (A) 3.00% per annum and (B) the rate equal to that shown by paragraph (a)(b) of the definition of Annual Forward Looking three-Month LIBOR for that Relevant Period and (ii) the weighted average strike rate for that Interest Payment Date under the relevant Hedge Documents (if any);
  - (b) in respect of the second Interest Payment Date in any Relevant Period, the lower of (i) the higher of (A) 3.00% per annum and (B) the rate equal to that shown by paragraph (b) of the definition of Annual Forward Looking three-Month LIBOR for that Relevant Period and (ii) the weighted average strike rate for that Interest Payment Date under the relevant Hedge Documents (if any);
  - (c) in respect of the third Interest Payment Date in any Relevant Period, the lower of (i) the higher of (A) 3.00% per annum and (B) the rate equal to that shown by paragraph (c) of the definition of Annual Forward Looking three-Month LIBOR for that Relevant Period and (ii) the weighted average strike rate for that Interest Payment Date under the relevant Hedge Documents (if any); and
  - (d) in respect of the fourth Interest Payment Date in any Relevant Period, the lower of (i) the higher of (A) 3.00% per annum and (B) the rate equal to that shown by paragraph (d) of the definition of Annual Forward Looking three-Month LIBOR for that Relevant Period and (ii) the weighted average strike rate for that Interest Payment Date under the relevant Hedge Documents (if any),
  - provided that if the Loans are subject to Hedge Documents with a notional amount of less than 100% of the outstanding principal amount of the Loans in respect of any Interest Payment Date, the determination under paragraph(s) (a)-(d) (as applicable) above will be adjusted so that, in each case, paragraph (ii) of (a)-(d) (as applicable) does not apply to the extent that the outstanding principal amount of the Loans is unhedged
- **Projected Net Rental Income** means, for any period, the Net Rental Income which shall be received by the Obligors under any Occupational Lease in respect of any Property during that period after deducting:
  - any payments for dilapidations under any Occupational Lease; and
  - any deduction or withholding for or on account of Tax from any Rental Income for such period; and
  - deducting any Irrecoverable Service Charge Expenses during such period funded by an Obligor from a General Account
- **LTV Ratio** means, on any date, the proportion expressed as a percentage which Net Debt bears to the aggregate market value of the Properties on that date calculated by reference to the then most recent Valuation
- **Net Debt** means, on any date, the aggregate principal amount outstanding of the Loans minus the aggregate amount standing to the credit of the Prepayment Account, the Cash Trap Account and the Equity Cure Account
- **Valuation** means the Initial Valuation, and any subsequent valuation instructed by the Facility Agent in each case, prepared and issued by a Valuer and addressed to and/or capable of being relied upon by, amongst others, each Finance Party valuing the Borrowers' interests in the Properties and which is carried out on a "market value" basis (as defined in the then current Statements of Assets Valuation Practice and Guidance Notes issued by the Royal Institution of Chartered Surveyors' (or its successors)) provided that for the purposes of this definition, each Valuation will be based on a "corporate basis" special assumption that no stamp duty or other real estate transfer taxes are payable on any disposal of any Property (the Special Assumption). For the avoidance of doubt, if any Valuation does not include or comply with the Special Assumption it shall not constitute a Valuation for the purposes of this Agreement
- **Change of Control** will be triggered if (a) Permitted Holders cease to control the Company (unless in the case of the Investors this is as result of a Listing), (b) if Logicor Europe Limited (or any of its Affiliates which has the necessary resources and expertise) ceases to be the asset manager and the Investors do not control the Company or (c) following a Listing, persons other than Permitted Holders control 50% or more of the voting share capital of the Company.
- **Investors** means any fund and/or other entity managed, advised, owned and/or controlled by The Blackstone Group L.P. and/or any of its affiliates
- **Permitted Holders** means the Investors or any Qualifying Transferee
- **Qualifying Transferee** means any person which at the date on which the relevant person obtains control of the Company directly or indirectly: (a) owns, controls and/or manages; and/or (b) is advised and/or managed by any person that owns, controls and/or manages, directly or indirectly, assets which have an aggregate market value of not less than €5,000,000,000 (or its equivalent in another currency).

Appendix

Investment Grade Tenants (Affiliates)

Tenant	Rated Entity Name	Tenant / Guarantor / Parent	Moodys (Senior Unsecured Debt)	S&P (LT Local Issuer Credit)	Fitch (Senior Unsecured Debt)	% of Total Rent
Amazon.co.uk Ltd.	Amazon.co.uk Ltd.	Tenant	Baa1	AA-	N/A	11.30%
B&Q Plc	Kingfisher International Investments SASU	Parent	Baa2	BBB-	BBB	6.32%
Teva UK Ltd	Teva Pharmaceutical Industries Ltd	Guarantor	A1	N/A	N/A	3.30%
Ingram Micro Holdings Ltd	Ingram Micro Holdings Ltd	Tenant	Baa3	BBB-	BBB-	2.39%
Walkers Snacks (Distribution) Ltd	PepsiCo Holdings Limited	Parent	A1	A	A	1.72%
Carlsberg Supply Company UK Limited	Carlsberg Breweries A/S	Guarantor	Baa2	N/A	BBB	1.22%
Yusen Logistics (UK) Ltd	Nippon Yusen KK	Parent	Baa2	NR	N/A	0.76%
						27.0%

Appendix

Frequently Asked Questions

- Please provide further details on the recently agreed Amazon leases
  - Rental Income from MI12 - £1,418,203 p.a. (with 14mths rent free and 10 year lease) and
    - Term: 10 Years (with no breaks)
    - Rent Review: 5 yearly based on CPI subject to a minimum uplift of 1.5%pa and maximum uplift of 4%pa applied to every 12 month period.
    - Tenant: Amazon.co.uk Ltd
    - Guarantor: Amazon EU Sarl
    - Lease Start Date: 26-Jun-15
  - SE3 - £2,590,384 p.a. with 12 months rent free
    - Rent Free: 11.5 months (12 months net as the Landlord is incurring some additional costs to the refurbishment to enable Amazon early access to the site)
    - Term: 10 Years (with no breaks)
    - Rent Review: 5 yearly based on CPI subject to a minimum uplift of 1.5%pa and maximum uplift of 4%pa applied to every 12 month period.
    - Tenant: Amazon.co.uk Ltd
    - Guarantor: Amazon EU Sarl
    - Lease Start Date: 14-Sep-15 (Agreement for Lease sign conditional only on the completion of the refurbishment works – completion of these works is expected on 14-Sep-15
- Two of the properties have breaks coming up (property MI19 and MI11), have the tenants served notice to break the leases?
  - Neither of the tenants (Great Bear or Willis Gambier) have served their notice yet. They are required to serve a 6 month notice. Great Bear also would have to pay a 12 month rent penalty if it were to exercise the break
- Please share with us certain terms of the Mezzanine Loan Agreement
  - Pricing – between 500bps and 800bps w/ PIK elements on non-payment
  - Default – cross default with Senior
  - Please note above information is based on communication with the borrower

- Please flag properties that are subject to subleases in the Portfolio
  - Currently 5 properties have subleases: MI6, MI15, MI16, MI13 and MI21
    - MI6 – Goodyear sub-let to DHL (partly)
    - MI13 – Sainsburys sub-let to iForce
    - MI15 – Eddie Stobart sub-let to Tesco
    - MI16 – Eddie Stobart sub-let to DHL
    - MI21 – Automotive and Insurance Solns to DHL (only rear part)
- Please provide us with the management fee charged by Logicor currently and what are the corporate expenses (estimate on an annual basis)?
  - Under the asset management agreements, the fee payable by each propco is the greater of 5% of net operating income of the assets owned by that propco and €12,000.
  - On corporate costs, the cap is £1.9m under the loan. Historically admin costs have been lower than this when excluding selected items like bank charges which are unlikely to be incurred during the life of the deal
- Please provide details of any rent payment delays / unpaid rent on the Portfolio experienced since acquisition
  - In Q2-15 instead of Polestar paying the rent quarterly in advance Logicor allowed Polestar to pay the rent monthly in arrears for 1 quarter. This was because Polestar had a pinch point in their cash flow following the closure of 2 plants (which were consolidated into the Sheffield operation (i.e. the asset in the Portfolio)) and the payment of the final instalment of 10% of the price of the new printing presses which have been installed in the extension at Sheffield.
    - Polestar have now paid all of the rent for Q2-15 as well as paying the rent for Q3-15 quarterly in advance as normal
  - Apart from Polestar Logicor have not experienced any significant delays. Sometimes a few of the rental payments have been made in the first week after the rent quarter day but all rents have been paid to date. There are currently no arrears in the portfolio

Goldman Sachs

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APPENDIX 2
PROPERTIES

Teal				
Property	**Registered proprietor**	**Title number**	**Leasehold/freehold**	**Allocated Loan Amount**
Unit 7, Redhouse Interchange, Doncaster (B&Q Doncaster)	Teal New Doncaster S.à r.l.	SYK475118	Leasehold	£32,710,000
Land on the south side of G Park, Armitage Road, Rugeley and Land at Towers Business Park, Armitage Road, Rugeley (G Park Rugeley)	Teal New Rugeley S.à r.l.	SF548222 and SF509048	Freehold	£37,116,000
Plot A, Choats Road, Dagenham Dock (RM9 6LB), Electricity Sub-Station, Hindmans Way, Dagenham and an electricity substation site lying to the east of Hindmans Way, Dagenham (Voltaic G Park, Dagenham)	Teal Voltaic S.à r.l.	EGL465779, EGL491664 and EGL448034	Freehold	£15,800,000
Plot 2, Tuscany Park, Wakefield (DC2, Wakefield Europort)	Teal Wakefield No.1 Limited and Teal Wakefield No.2 Limited Beneficial interest is held by Teal Corby S.à r.l.	WYK709878	Freehold	£16,527,000
Land on the south side of Whistler Drive, Castleford Units 17 and 18 Whistler Drive, Glasshoughton, Castleford (DC1, Glasshoughton, Castleford)	Teal New Glasshoughton S.à r.l.	WYK936396 WYK877031 and WYK877032	Freehold Leasehold	£23,978,000

Teal				
Property	**Registered proprietor**	**Title number**	**Leasehold/freehold**	**Allocated Loan Amount**
Land on the east side of Park Spring Road, Little Houghton, Barnsley Land on the east side of Park Spring Road, Little Houghton, Barnsley (DC1, Barnsley)	Teal New Houghton Main S.à r.l.	SYK533423 and SYK512573	Freehold	£29,472,000
175 Verson Park, Willenhall Road, Darlaston, Wednesbury (DC1, Wellmans Road, Wednesbury)	Teal New Darlaston S.à r.l.	WM397387	Freehold	£12,828,000
Land on the south east side of Wood Lane, Erdington, Birmingham Tyre Fort, 88-98 Wingfoot Way, Erdington, Birmingham (B24 9HY) (Fort Dunlop, Birmingham)	Teal New Huntingdon S.à r.l.	WM982545 and WM743519	Freehold	£34,432,000
Unit A, Plot 3a, Edison Road, Hams Hall Distribution Park, Coleshill, Birmingham (DC1, Hams Hall)	Teal New Corby S.à r.l.	WK386834	Freehold	£8,550,000
Unit B, Plot 3a, Hams Hall Distribution Park, Coleshill, Birmingham (B46 1AQ) Land to the south west side of Unit B, Plot 3a, Hams Hall Distribution Park, Coleshill, Birmingham (B46 1AQ) (DC2, Hams Hall)	Teal New Corby S.à r.l. Teal New Hams Hall S.à r.l.	WK386835 and WK432868	Freehold	£4,988,000
Land on the north side of Gowerton Road, Northampton (DC1, Brackmills, Northampton)	Teal New Brackmills S.à r.l.	HN15467	Freehold	£34,530,000

Teal				
Property	**Registered proprietor**	**Title number**	**Leasehold/freehold**	**Allocated Loan Amount**
Land and buildings on the east side of Legion Way, Godmanchester, Huntingdon (DC1, Cardinal Way, Huntingdon)	Teal New Huntingdon S.à r.l.	CB226871	Freehold	£4,159,000
Unit 3, Flaxley Road, Kingston Park, Peterborough (PE2 9EN) (DC2, Kingston Park, Peterborough)	Teal New Kingston Park S.à r.l.	CB300215	Freehold	£7,180,000
Land on the north west side of West Lane, Bardon Hill Land on the north west side of the West Lane, Bardon Hill (DC1, Coalville Interlink, Bardon)	Teal New Corby S.à r.l.	LT316883 and LT285884	Freehold	£13,433,000
Carlsberg Tetley Brewing Ltd, Topcliffe Lane, Tingley, Wakefield (WF3 1SP) (Carlsberg, Tingley, West Yorkshire)	Teal New Corby S.à r.l.	WYK631291	Freehold	£8,304,000
Land and buildings on the north side of Long Croft Road, Corby (DC1, Eurohub, Corby)	Teal Corby Limited Beneficial interest is held by Teal Corby S.à r.l.	NN222243	Freehold	£9,484,000

Triangle				
Property	**Registered proprietor**	**Title number**	**Leasehold/freehold**	**Allocated Loan Amount**
Unit A, Daventry International Rail Freight Terminal, A5, Daventry (Unit A, DIRFT)	Rhombus Five S.à r.l.	NN207665	Freehold	£14,455,000
Unit B, Danes Way, Daventry Rail Freight Terminal, Northampton (Unit B, DIRFT)	Rhombus Five S.à r.l.	NN207736	Freehold	£10,099,000
Unit C, Daventry International Rail Freight Terminal, Daventry (Unit C, DIRFT)	Rhombus Five S.à r.l.	NN208323	Freehold	£15,245,000
Unit E1, Daventry Rail Freight Terminal, Northampton (Unit E1, DIRFT)	Rhombus Five S.à r.l.	NN245149	Freehold	£16,313,000
Land on the north east side of Salthouse Road, Brackmills Industrial Estate, Northampton (Immanis Building, Salthouse Road, Brackmills)	Rhombus Thirteen S.à r.l.	NN155410	Freehold	£7,342,000
Land on the east side of Salthouse Road, Brackmills Industrial Estate, Northampton (Unit F, Brackmills)	Rhombus No.3 Limited	NN233587	Freehold	£34,740,000
Alpha 1, Hams Hall, Coleshill, Birmingham (Alpha One, Hams Hall)	Rhombus One S.à r.l.	WK428820	Freehold	£11,423,000
Unit 5220, Hawke Way, Magna Park, Lutterworth (LE12 1AB) (Unit 5220, Magna Park)	Rhombus Ten S.à r.l.	LT325311	Leasehold	£13,127,000
Land at Relay Drive, Wilnecote, Tamworth (Plot 501, Relay Park)	Rhombus Eleven S.à r.l.	SF478675	Freehold	£4,644,000

Triangle				
Property	**Registered proprietor**	**Title number**	**Leasehold/freehold**	**Allocated Loan Amount**
Plots 1 and 2 Gorsey Lane, Coleshill (Plot 1 and 2, Highway Point)	Rhombus Six S.à r.l.	WK415216	Freehold	£13,383,000
Site B, Highway Point, Coleshill, Birmingham (Plot 3, Highway Point)	Rhombus Seven S.à r.l.	WK415217	Freehold	£11,170,000
Plot 600, Radial Park, Stoke-on-Trent (Radial Point, Stoke on Trent)	Rhombus Fourteen S.à r.l.	SF489257	Freehold	£8,381,000
Gateway House, Interlink Way West, Bardon Business Park, Bardon Hill, Coalville (LE67 1LE) (Interlink Park, Bardon)	Rhombus Eight S.à r.l.	LT322880	Freehold	£16,432,000
Unit 7, Clydesmill Place, Clydesmill Industrial Estate, Cambuslang, Glasgow G32 8RF (7 Clydesmill Place, Cambuslang)	Rhombus Four S.à r.l.	LAN160475	Leasehold	£2,866,000
Unit A100, Brooklands Industrial Park, Weybridge (JT13 0YU) and Site C, Brooklands Industrial Park, Weybridge (Site C and A100, Brooklands Industrial Estate)	Rhombus Two S.à r.l.	SY601588 SY581359	Freehold	£20,219,000
Distribution Centure, Western Approach Distribution Park, Severn Beach, Bristol (BS35 4GG) (Plot 1000, Western Approach)	Rhombus Twelve S.à r.l.	GR191792	Freehold	£13,636,000

Triangle				
Property	**Registered proprietor**	**Title number**	**Leasehold/freehold**	**Allocated Loan Amount**
Unit 5110, Hunter Boulevard, Magna Park (LE17 4XN) (Unit 5110, Magna Park)	Rhombus Nine S.à r.l.	LT244881	Leasehold	£13,362,000

Diamond				
Property	**Registered proprietor**	**Title number**	**Leasehold/freehold**	**Allocated Loan Amount**
Land lying to the east of Foxbridge Way, Normanton and Land on the South side of Foxbridge Way, Normanton (Poundworld, Normanton (Axis 62))	Diamond One S.à r.l.	WYK836662 WYK769043	Freehold	£9,323,000
Newlook Unit, Lymedale Business Park, Newcastle (New Look, Lymedale)	Pavilion Property Trustees Limited and Pavilion Trustees Limited Beneficial interest held by Diamond Four S.à r.l. and Diamond Six S.à r.l., as unitholders of 100 per cent. units in the Lymedale Park Unit Trust	SF493336	Freehold	£26,142,000
Land and buildings on the East side of Cromwell Street, Coventry and Land on the East side of Helen Street and land on the North side of Mulliner Street, Coventry (CV6 5EW) (Rivet, Coventry)	Diamond Two S.à r.l.	WM753614 WM753617	Freehold	£13,981,000
Land on the North-east side of Spire Road, Rushden (Pearson, Rushden)	Diamond Seven S.à r.l.	NN255188	Freehold	£8,589,000

Diamond				
Property	**Registered proprietor**	**Title number**	**Leasehold/freehold**	**Allocated Loan Amount**
Land at Leacroft Road, Birchwood, Warrington and Land lying east of Leacroft Road, Birchwood, Warrington (Walkers, Warrington)	Diamond Three S.à r.l.	CH401650 CH482952	Freehold	£9,793,000
Hagermeyer UK Ltd, Blackheath Lane, Manor Park, Runcorn, (WA7 1SE) (Onyx 350, Runcorn)	Diamond Nine S.à r.l.	CH470296	Freehold	£16,025,000
Land on the east side of Bransworth Avenue, Brinklow (Midway Point, Milton Keynes)	Diamond Eight S.à r.l.	BM201801	Freehold	£7,335,000
Plot S6, Daventry International Freight Terminal, Watling Street, Norton Daventry (Plot S2/S6, DIRFT)	Diamond Ten S.à r.l.	NN189809	Leasehold	£32,809,000
Land on the south east side of Shepcote Lane, Sheffield (Polestar, Sheffield)	Diamond Ten S.à r.l.	SYK500335	Freehold	£35,675,000

APPENDIX 3
CONDENSED VALUATION

VALUATION REPORT

Goldman Sachs Bank USA
Investment Banking Division
200 West Street
New York
NY 10282

Valuation Date: 8 May 2015

CBRE

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Content **Page Number**

The contents of this Report may only be relied upon by:

(i) Addressees of the Report; or

(ii) Parties who have received prior written consent from CBRE in the form of a reliance letter.

This Report is to be read and construed in its entirety and reliance on this Report is strictly subject to the disclaimers and limitations on liability on page 3. Please review this information prior to acting in reliance on the contents of this Report. If you do not understand this information, we recommend you seek independent legal counsel.

CBRE Limited
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Valuation Report

Report Date	23 June 2015
Addressee	Goldman Sachs Bank USA 200 West Street New York NY 10282
The Properties	42 Distribution Units located throughout the United Kingdom as shown on the Schedule of Capital Values below.
Instruction	To value on the basis of Market Value the Properties as at the valuation date in accordance with your instructions dated 24 April 2015. To provide our opinion of value on the special assumption of full Vacant Possession. To provide our opinion of value on the basis that the properties would be sold via a tax efficient structure within Special Purpose Vehicles.
Valuation Date	8 May 2015.
Capacity of Valuer	External.
Purpose of Valuation	Loan Security.
Market Value	£985,875,000 (NINE HUNDRED AND EIGHTY FIVE MILLION EIGHT HUNDRED AND SEVENTY FIVE THOUSAND POUNDS) exclusive of VAT, as shown in the Schedule of Capital Values set out below.
Vacant Possession Value	£728,850,000 (SEVEN HUNDRED AND TWENTY EIGHT MILLION EIGHT HUNDRED AND FIFTY THOUSAND POUNDS) exclusive of VAT, as shown in the Schedule of Capital Values set out below.
Special Purpose Vehicle Value	£1,024,660,000 (ONE BILLION AND TWENTY FOUR MILLION SIX HUNDRED AND SIXTY THOUSAND POUNDS) exclusive of VAT, as shown in the Schedule of Capital Values set out below. We have valued the Properties individually and no account has been taken of any discount or premium that may be negotiated in the market if all or part of the portfolio was to be marketed simultaneously, either in lots or as a whole. Our opinion of Market Value is based upon the Scope of Work and Valuation Assumptions attached, and has been primarily derived using comparable recent market transactions on arm's length terms.

Security

We are of the opinion that the property interests provide suitable security for mortgage purposes although we have not been provided with the terms of the loan and cannot therefore comment on their suitability having regard to the nature of the Properties.

Compliance with Valuation Standards

The valuations have been prepared in accordance with the RICS Valuation – Professional Standards January 2014 ("the Red Book").

We confirm that we have sufficient current local and national knowledge of the particular property market involved, and have the skills and understanding to undertake the valuations competently.

Where the knowledge and skill requirements of the Red Book have been met in aggregate by more than one valuer within CBRE Ltd, we confirm that a list of those valuers has been retained within the working papers, together with confirmation that each named valuer complies with the requirements of the Red Book.

Assumptions

The property details on which each valuation is based are as set out in this report. We have made various assumptions as to tenure, letting, taxation, town planning, and the condition and repair of buildings and sites – including ground and groundwater contamination – as set out below.

If any of the information or assumptions on which the valuation is based are subsequently found to be incorrect, the valuation figures may also be incorrect and should be reconsidered.

Variation from standard Assumptions

None

Verification

We recommend that before any financial transaction is entered into based upon these valuations, you obtain verification of the information contained within our report and the validity of the assumptions we have adopted.

We would advise you that whilst we have valued the Properties reflecting current market conditions, there are certain risks which may be, or may become, uninsurable. Before undertaking any financial transaction based upon this valuation, you should satisfy yourselves as to the current insurance cover and the risks that may be involved should an uninsured loss occur.

Valuers

The Properties have been valued by valuers who are qualified for the purpose of the valuation in accordance with the Red Book.

Independence

The total fees, including the fee for this assignment, earned by CBRE Ltd (or other companies forming part of the same group of companies within the UK) from the Addressee (or other companies forming part of the same group of companies) is less than 5.0% of the total UK revenues.

Conflicts of Interest

We confirm that we have had previous involvement with the properties in 2014, albeit not in a formal capacity to provide valuation advice to the Borrower. We were not formally instructed and we are not currently providing advice to them. We can confirm that the advice was provided by valuers not connected to this loan security valuation exercise and as such we are providing you with an independent valuation in the capacity of external valuers. Furthermore, we have implemented information barriers to ensure that the independence of the valuation is maintained. We therefore do not consider that we have a conflict of interest in acting on your behalf.

Disclosure

The principal signatory of this report has not continuously been the signatory of valuations for the same addressee and valuation purpose as this report.

CBRE Limited has not continuously been carrying out valuation instructions for any addressee of this report.

Subject to the paragraph entitled "Publication" below, we agree that any Addressee can disclose this report on a non-reliance basis to:

i. its and its affiliates partners, directors, employees and professional advisers;
ii. potential financing sources;
iii. any servicer;
iv. any trustee or representative of the noteholders (or other person with similar function under a securities issuance) with respect to any securities issued in connection with any securitisation of any of the loans in the Facility;
v. any credit rating agencies and
vi. any governmental, banking, taxation, judicial, court of competent jurisdiction or other supervisory or regulatory body.

Our maximum liability (in contract, tort, negligence or otherwise) to you and any third party entitled to rely on this report, howsoever arising in relation to this instruction, shall in no circumstances exceed the lower of:

a) 25% of the Market Value of the properties at the date of the valuation; or
b) £60 million in respect of the aggregate value of the portfolio.

Reliance

This report is for the use only of the party to whom it is addressed (and for parties to whom reliance has been extended to) for the specific purpose set out herein and subject to the paragraph below, no responsibility is accepted to any third party for the whole or any part of its contents.

We have agreed to extend reliance on this report to the Issuer, the Note Trustee, Issuer Security Trustee, the Lead Manager, the Co-Manager, the Hedge Counterparty, the Liquidity Facility Provider or other support provider (each such term as defined in the prospectus to which this report is appended).

Publication

Neither the whole nor any part of our report nor any references thereto may be included in any published document, circular or statement nor published in any way without our prior written approval of the form and context in which it will appear.

We confirm that we consent to the inclusion of this report in the prospectus to which it has been appended and we consent to the inclusion of references to this report in the form and content in which they appear in the prospectus to which this report is appended.

Yours faithfully

Jonathan Compton MRICS
Director
RICS Registered Valuer
For and on behalf of CBRE Ltd

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Schedule of Values

Properties held as an investment

	Address	Market Value	Vacant Possession Value	Special Purpose Vehicle Value*
MI1	Newcastle-under-Lyme	£37,210,000	£23,800,000	£38,670,000
MI2	Coventry	£19,900,000	£14,700,000	£20,700,000
MI3	Rushden	£12,200,000	£10,200,000	£12,675,000
MI4	DIRFT	£46,700,000	£29,350,000	£48,525,000
MI5	Willenhall	£18,300,000	£13,620,000	£19,010,000
MI6	Birmingham	£49,010,000	£40,470,000	£50,940,000
MI7	Hams Hall	£12,100,000	£8,520,000	£12,560,000
MI8	Hams Hall	£7,100,000	£5,660,000	£7,420,000
MI9	Brackmills	£49,150,000	£38,500,000	£51,075,000
MI10	Huntingdon	£5,920,000	£4,130,000	£6,150,000
MI11	Peterborough	£10,220,000	£9,440,000	£10,620,000
MI12	Bardon	£23,100,000	£14,540,000	£24,000,000
MI13	Corby	£13,500,000	£11,000,000	£14,050,000
MI14	Rugeley	£52,830,000	£38,370,000	£54,900,000
MI15	DIRFT	£20,575,000	£16,100,000	£21,375,000
MI16	DIRFT	£14,375,000	£11,300,000	£14,925,000
MI17	DIRFT	£21,700,000	£19,975,000	£22,575,000
MI18	DIRFT	£23,225,000	£17,530,000	£24,140,000
MI19	Brackmills	£10,525,000	£9,775,000	£10,950,000
MI20	Brackmills	£49,450,000	£36,030,000	£51,400,000
MI21	Hams Hall	£16,260,000	£14,580,000	£16,900,000
MI22	Magna Park	£18,685,000	£14,150,000	£19,420,000
MI23	Tamworth	£6,540,000	£5,370,000	£6,800,000
MI24	Coleshill	£19,040,000	£13,300,000	£19,790,000
MI25	Coleshill	£15,900,000	£10,020,000	£16,510,000
MI26	Stoke-on-Trent	£11,960,000	£8,280,000	£12,430,000
MI27	Leicester	£23,390,000	£17,140,000	£24,310,000
MI28	Magna park	£19,025,000	£15,930,000	£19,770,000
NW1	Warrington	£13,940,000	£12,390,000	£14,490,000
NW2	Runcorn	£22,810,000	£19,150,000	£23,710,000
S1	Glasgow	£4,190,000	£2,750,000	£4,370,000
SE1	Milton Keynes	£10,440,000	£7,690,000	£10,850,000
SE2	Dagenham	£22,490,000	£22,490,000	£23,380,000
SE3	Weybridge	£42,670,000	£28,780,000	£44,350,000
SW1	Bristol	£19,410,000	£13,420,000	£20,170,000
Y1	Normanton	£13,270,000	£10,780,000	£13,790,000
Y2	Sheffield	£50,780,000	£34,800,000	£52,770,000
Y3	Wakefield	£23,525,000	£15,000,000	£24,450,000
Y4	Glasshoughton	£34,130,000	£16,360,000	£35,470,000
Y5	Barnsley	£41,950,000	£28,060,000	£43,600,000
Y6	Tingley	£11,820,000	£8,320,000	£12,290,000
Y7	Doncaster	£46,560,000	£37,080,000	£48,380,000
Total		**£985,875,000**	**£728,850,000**	**£1,024,660,000**

*assumes that Stamp Duty Land Tax is not payable as part of an SPV acquisition.

Scope of Work & Sources of Information

Sources of Information

We have carried out our work based upon information supplied to us by Logicor, Savills Plc, RPS Health, Safety & Environmental and the respective legal advisors, as set out within this report, which we have assumed to be correct and comprehensive.

The Properties

We provide below individual property reports. Each report provides a summary of the physical aspects of the buildings encompassing the building, environmental and legal due diligence. Each property report also contains our explicit valuation methodology.

Inspections

We internally inspected all the properties between 27 April 2015 and 1 May 2015.

Areas

We have not measured the Properties but have relied upon the floor areas provided to us by Savills Plc. We understand that the full reliance has been provided by Savills.

Environmental Matters

We have been provided with environmental reports prepared by RPS Health, Safety & Environment. We understand that full reliance is being provided by RPS.

We have not carried out any investigations into the past or present uses of the Properties, nor of any neighbouring land, in order to establish whether there is any potential for contamination and have therefore assumed that none exists.

Repair and Condition

We have seen copies of building condition surveys carried out by Savills Plc. We understand that the full reliance has been provided by Savills.

Town Planning

We have made verbal Planning enquiries only. Information supplied to us by planning officers is given without liability on their part. We cannot, therefore, accept responsibility for incorrect information or for material omissions in the information supplied to us.

Titles, Tenures and Lettings

Details of title/tenure under which the Properties are held and of lettings to which they are subject are as supplied to us. We have not generally examined nor had access to all the deeds, leases or other documents relating thereto. Where information from deeds, leases or other documents is recorded in this report, it represents our understanding of the relevant documents. We should emphasise, however, that the interpretation of the documents of title (including relevant deeds, leases and planning consents) is the responsibility of your legal adviser.

We have not conducted credit enquiries on the financial status of any tenants. We have, however, reflected our general understanding of purchasers' likely perceptions of the financial status of tenants.

Valuation Assumptions

Capital Values

Each valuation has been prepared on the basis of "Market Value", which is defined as:

"The estimated amount for which an asset or liability should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."

The valuation represents the figure that would appear in a hypothetical contract of sale at the valuation date. No adjustment has been made to this figure for any expenses of acquisition or realisation - nor for taxation which might arise in the event of a disposal.

No account has been taken of any inter-company leases or arrangements, nor of any mortgages, debentures or other charge.

No account has been taken of the availability or otherwise of capital based Government or European Community grants.

Rental Values

Rental values indicated in our report are those which have been adopted by us as appropriate in assessing the capital value and are not necessarily appropriate for other purposes, nor do they necessarily accord with the definition of Market Rent. All rental values are provided on a headline basis.

The Property

Where appropriate we have regarded the shop fronts of retail and showroom accommodation as forming an integral part of the building.

Landlord's fixtures such as lifts, escalators, central heating and other normal service installations have been treated as an integral part of the building and are included within our valuations.

Process plant and machinery, tenants' fixtures and specialist trade fittings have been excluded from our valuations.

All measurements, areas and ages quoted in our report are approximate.

Environmental Matters

In the absence of any information to the contrary, we have assumed that:

(a) the Properties are not contaminated and are not adversely affected by any existing or proposed environmental law;

(b) any processes which are carried out on the Properties which are regulated by environmental legislation are properly licensed by the appropriate authorities.

(c) the properties possess current Energy Performance Certificates (EPCs) as required under the Government's Energy Performance of Buildings Directive, and that they have an energy efficient standard of 'E', or better. We would draw your attention to the fact that the Energy Act 2011 is due to come into force in England and Wales no later than 1 April 2018 (although it may be earlier), and in Scotland, no earlier than April 2015. From such date, it will be unlawful for landlords to rent out a residential or business premise unless they have reached a minimum energy efficient standard – most likely, 'E' – or carried out the maximum package of measures funded under the 'Green Deal' or the Energy Company Obligation (ECO).

(d) the properties are either not subject to flooding risk or, if they are, that sufficient flood defences are in place and that appropriate building insurance could be obtained at a cost that would not materially affect the capital value.

High voltage electrical supply equipment may exist within, or in close proximity of, the Properties. The National Radiological Protection Board (NRPB) has advised that there may be a risk, in specified circumstances, to the health of certain categories of people. Public perception may, therefore, affect marketability and future value of the property. Our valuation reflects our current understanding of the market and we have not made a discount to reflect the presence of this equipment.

Repair and Condition

In the absence of any information to the contrary, we have assumed that:

(a) there are no abnormal ground conditions, nor archaeological remains, present which might adversely affect the current or future occupation, development or value of the Properties;

(b) the Properties are free from rot, infestation, structural or latent defect;

(c) no currently known deleterious or hazardous materials or suspect techniques have been used in the construction of, or subsequent alterations or additions to, the Properties; and

(d) the services, and any associated controls or software, are in working order and free from defect.

We have otherwise had regard to the age and apparent general condition of the Properties. Comments made in the property details do not purport to express an opinion about, or advise upon, the condition of uninspected parts and should not be taken as making an implied representation or statement about such parts.

Title, Tenure, Lettings, Planning, Taxation and Statutory & Local Authority requirements

Unless stated otherwise within this report, and in the absence of any information to the contrary, we have assumed that:

(a) the Properties possess a good and marketable title free from any onerous or hampering restrictions or conditions;

(b) all buildings have been erected either prior to planning control, or in accordance with planning permissions, and have the benefit of permanent planning consents or existing use rights for their current use;

(c) the Properties are not adversely affected by town planning or road proposals;

(d) all buildings comply with all statutory and local authority requirements including building, fire and health and safety regulations;

(e) only minor or inconsequential costs will be incurred if any modifications or alterations are necessary in order for occupiers of each Property to comply with the provisions of the Disability Discrimination Act 1995;

(f) all rent reviews are upward only and are to be assessed by reference to full current market rents;

(g) there are no tenant's improvements that will materially affect our opinion of the rent that would be obtained on review or renewal;

(h) tenants will meet their obligations under their leases, and are responsible for insurance, payment of business rates, and all repairs, whether directly or by means of a service charge;

(i) there are no user restrictions or other restrictive covenants in leases which would adversely affect value;

(j) where appropriate, permission to assign the interest being valued herein would not be withheld by the landlord where required;

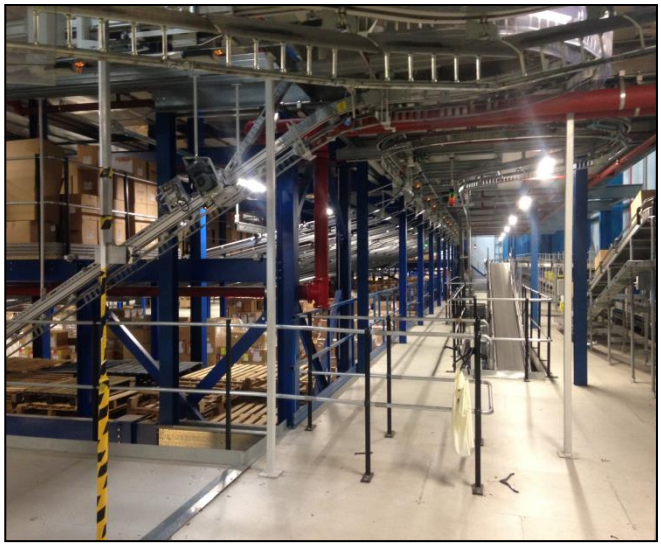
(k) vacant possession can be given of all accommodation which is unlet or is let on a service occupancy; and

(l) Stamp Duty Land Tax (SDLT) will apply at the rate currently applicable in the UK. However, we would draw your attention to the fact that in Scotland, SDLT will be replaced by a Land and Buildings Transaction Tax (LABTT) with effect from 1 April 2015. In advance of the rates and tax bands being set for LABTT, we have assumed that they will be the same as for SDLT.

EXECUTIVE SUMMARY

PROJECT ST. PANCRAS

WAULT	Portfolio Net Rent	Portfolio Market Value
8.42 years (to break)	£59,717,190 pa	£985,875,000



This is an executive summary of the valuation of the St. Pancras Portfolio which was prepared in the context of a proposed senior debt facility. The facility, at the time of the valuation, was to be provided by Goldman Sachs for a sum of £680,000,000. We were not made aware of any further covenants that were to be contained within the loan documentation.

The St. Pancras Portfolio comprises 42 assets across England and Scotland, with the majority being in the Midlands (67%) and North East (17%). The asset quality is excellent in the main, with a large proportion of the properties located in the Golden Triangle – considered the UK's prime logistics area. Those properties situated outside the Golden Triangle are in established locations and fill the requirements of their tenants' operational needs.

The portfolio provides a strong, underlying core of long and medium term stable rental income. Those assets with a relatively short lease expiry present opportunities for the borrower to improve the rental income and capital value of the portfolio. This will allow the borrower to focus their attention at the outset of the facility on the assets with short term expiries with a cashflow underpinned by the longer term income. Tenant covenants include Amazon, Sainsbury's, New Look, Travis Perkins, Lear and DHL.

Valuation Summary

Capital & Rental Values			
Gross Rent	£59,717,195 pa	**Market Value**	£985,875,000
Net Rent	£59,717,190 pa	**Net Initial Yield**	5.63%
Market Rent (Headline)	£61,382,104 pa	**Equivalent Yield**	5.84%
Vacant Possession Value	£728,850,000	**Rev Yield (Dec '34)**	5.79%
Market Value as SPV	£1,024,660,000		

Project St.Pancras - 42 Distribution Units owned by Logicor

12 June 2015

	Project Code	Region	Tenure		Tenant	Total Area (ft²)	Lease Commencement Date	Lease Expiry	Lease Break	Unexpired Term to LED (years)	Unexpired Term to Break (years)	Passing Rent pa	Net Rent	ERV pa	Market Value	NIY	SPV Value	VPV
1	MI01	Midlands	Freehold	NEWCASTLE-UNDER-LYME	New Look	396,182	31/01/2005	30/01/2025		9.73		£2,214,596	£2,214,596	£1,881,864	£37,210,000	5.60%	£38,670,000	£23,800,000
2	MI02	Midlands	Freehold	COVENTRY	Lear	222,778	01/04/2013	31/03/2028	31/03/2024	12.90	8.90	£1,224,300	£1,224,300	£1,169,583	£19,900,000	5.82%	£20,700,000	£14,700,000
3	MI03	Midlands	Freehold	RUSHDEN	DHL	187,977	22/12/2005	21/12/2017		2.62		£848,894	£848,894	£892,890	£12,200,000	6.58%	£12,675,000	£10,200,000
4	MI04	Midlands	Freehold	DIRFT - S6	Eddie Stobart	451,002	29/09/1997	28/09/2022		7.39		£3,087,786	£3,087,784	£2,480,510	£46,700,000	6.25%	£48,525,000	£29,350,000
5	MI05	Midlands	Freehold	WILLENHALL	Poundland	247,024	25/09/2000	24/09/2020		5.38		£1,258,118	£1,258,118	£1,173,000	£18,300,000	6.50%	£19,010,000	£13,620,000
6	MI06	Midlands	Freehold	BIRMINGHAM - FORT DUNLOP	Goodyear	558,126	25/03/2002	24/03/2017		1.88		£3,560,217	£3,560,217	£3,209,000	£49,010,000	6.87%	£50,940,000	£40,470,000
7	MI07	Midlands	Freehold	HAMS HALL - DC1	Plastic Omnium	140,677	30/10/2011	06/07/2028	07/07/2023	13.16	8.16	£573,490	£573,490	£794,800	£12,100,000	4.10%	£12,560,000	£8,520,000
8	MI08	Midlands	Freehold	HAMS HALL - DC2	Ceeva	85,356	15/03/2015	14/03/2020		4.85		£0	£0	£469,500	£7,100,000	0.00%	£7,420,000	£5,660,000
9	MI09	Midlands	Freehold	BRACKMILLS - GOWERTON ROAD	Travis Perkins	508,640	01/11/2010	31/08/2027		12.31		£2,600,000	£2,600,000	£2,876,312	£49,150,000	5.00%	£51,075,000	£38,500,000
10	MI10	Midlands	Freehold	HUNTINGDON	Firstan	81,188	30/10/2009	30/10/2024		9.48		£360,549	£360,549	£405,900	£5,920,000	5.79%	£6,150,000	£4,130,000
11	MI11	Midlands	Freehold	PETERBOROUGH	Willis Gambia	189,563	28/11/2008	27/11/2021	22/03/2016	6.56	0.87	£703,125	£703,125	£995,200	£10,220,000	6.50%	£10,620,000	£9,440,000
12	MI12	Midlands	Freehold	BARDON	Amazon	257,693	08/08/2015	23/06/2025		10.00		£1,418,203	£1,418,203	£1,417,000	£23,100,000	5.25%	£24,000,000	£14,540,000
13	MI13	Midlands	Freehold	CORBY	Sainsburys	256,580	04/01/2002	30/04/2017		1.98		£1,030,456	£1,030,456	£1,154,610	£13,500,000	7.21%	£14,050,000	£11,000,000
14	MI14	Midlands	Freehold	RUGELEY	Amazon	716,989	09/08/2011	08/08/2026		11.25		£2,794,554	£2,794,554	£3,406,000	£52,830,000	5.00%	£54,900,000	£38,370,000
15	MI15	Midlands	Freehold	DIRFT - UNIT A	Eddie Stobart	206,541	29/03/2000	28/03/2025		9.89		£1,142,209	£1,142,209	£1,190,000	£20,575,000	5.25%	£21,375,000	£16,100,000
16	MI16	Midlands	Freehold	DIRFT - UNIT B	Eddie Stobart	144,640	29/03/2000	28/03/2025		9.89		£797,923	£797,923	£832,000	£14,375,000	5.25%	£14,925,000	£11,300,000
17	MI17	Midlands	Freehold	DIRFT - UNIT C	Ingram Micro	261,911	23/07/2010	22/07/2025	22/07/2016	10.21	1.21	£1,435,715	£1,435,715	£1,505,988	£21,700,000	6.25%	£22,575,000	£19,975,000
18	MI18	Midlands	Freehold	DIRFT - UNIT E1	NFT	224,808	01/07/2008	30/09/2024		9.40		£1,290,000	£1,290,000	£1,295,000	£23,225,000	5.25%	£24,140,000	£17,530,000
19	MI19	Midlands	Freehold	BRACKMILLS - GREAT BEAR	Great Bear	126,943	31/03/2011	31/07/2021	01/08/2016	6.23	1.23	£696,410	£696,410	£730,000	£10,525,000	6.25%	£10,950,000	£9,775,000
20	MI20	Midlands	Freehold	BRACKMILLS - UNIT F	Travis Perkins	490,074	28/03/2002	27/03/2029		13.89		£2,563,500	£2,563,500	£2,700,000	£49,450,000	4.90%	£51,400,000	£36,030,000
21	MI21	Midlands	Freehold	HAMS HALL - ALPHA ONE	Automotive & Insurance Sols	220,653	28/04/2006	27/04/2021		5.97		£1,179,716	£1,179,716	£1,269,000	£16,260,000	6.50%	£16,900,000	£14,580,000
22	MI22	Midlands	Long Leasehold	MAGNA PARK - 5220	Unipart	208,071	22/12/2014	21/12/2019		4.62		£1,189,500	£1,189,500	£1,130,000	£18,685,000	6.02%	£19,420,000	£14,150,000
23	MI23	Midlands	Freehold	TAMWORTH	Yusen Logistics	85,339	24/08/2001	23/08/2018		3.29		£456,000	£456,000	£490,700	£6,540,000	6.50%	£6,800,000	£5,370,000
24	MI24	Midlands	Freehold	COLESHILL - INT. AUTO. COMPS	Int. Auto. Comps	221,851	28/03/2014	27/03/2029		13.89		£1,113,257	£1,113,257	£1,081,106	£19,040,000	5.50%	£19,790,000	£13,300,000
25	MI25	Midlands	Freehold	COLESHILL - SERTEC	Sertec	165,635	08/11/2013	07/11/2038	01/07/2030	23.50	15.15	£700,554	£700,554	£911,000	£15,900,000	4.04%	£16,510,000	£10,020,000
26	MI26	Midlands	Freehold	STOKE-ON-TRENT	Norbert	184,799	01/10/2014	30/09/2021	31/03/2018	6.40	2.90	£832,095	£832,095	£850,100	£11,960,000	6.50%	£12,430,000	£8,280,000
27	MI27	Midlands	Freehold	LEICESTER	Antalis	283,722	20/11/2000	19/11/2022		7.53		£1,424,812	£1,424,812	£1,489,541	£23,390,000	5.75%	£24,310,000	£17,140,000
28	MI28	Midlands	Long Leasehold	MAGNA PARK - 5110	Syncreon	211,859	02/07/2012	01/07/2024	01/07/2019	9.15	4.15	£1,174,355	£1,174,355	£1,218,000	£19,025,000	5.83%	£19,770,000	£15,930,000
29	NW1	North West	Freehold	WARRINGTON	Walkers	212,700	25/01/1997	24/01/2017		1.72		£1,032,450	£1,032,450	£1,032,000	£13,940,000	7.00%	£14,490,000	£12,390,000
30	NW2	North West	Freehold	RUNCORN	Vacant - U/O B&M	342,756	19/05/2015	18/05/2025	19/05/2020	10.03	5.03	£1,630,732	£1,630,732	£1,616,000	£22,810,000	6.50%	£23,710,000	£19,150,000
31	S1	Scotland	Long Leasehold	GLASGOW	DHL	120,725	31/10/2003	30/07/2020	31/07/2018	5.23	3.23	£476,832	£476,831	£476,900	£4,190,000	10.00%	£4,370,000	£2,750,000
32	SE1	South East	Freehold	MILTON KEYNES	K&N	131,682	01/07/1997	30/06/2022	01/07/2017	7.15	2.15	£718,000	£718,000	£724,300	£10,440,000	6.50%	£10,850,000	£7,690,000
33	SE2	South East	Freehold	DAGENHAM	Vacant	233,438	08/02/2016	07/02/2026				£0	£0	£1,926,000	£22,490,000	0.00%	£23,380,000	£22,490,000
34	SE3	South East	Freehold	WEYBRIDGE	Amazon	310,915	08/05/2015	13/09/2025		10.00		£2,590,384	£2,590,384	£2,643,000	£42,670,000	5.25%	£44,350,000	£28,780,000
35	SW1	South West	Freehold	BRISTOL	Cemex	243,643	24/03/1997	23/03/2022	24/03/2017	6.87	1.88	£1,470,061	£1,470,061	£1,218,000	£19,410,000	7.00%	£20,170,000	£13,420,000
36	Y1	Yorkshire and NE	Freehold	NORMANTON	Poundworld	215,060	22/02/2011	21/02/2026	21/02/2021	10.79	5.79	£913,750	£913,750	£967,800	£13,270,000	6.25%	£13,790,000	£10,780,000
37	Y2	Yorkshire and NE	Freehold	SHEFFIELD	Polestar	615,262	25/12/2004	24/12/2034		19.63		£3,521,053	£3,521,053	£2,768,400	£50,780,000	6.50%	£52,770,000	£34,800,000
38	Y3	Yorkshire and NE	Freehold	WAKEFIELD	Vow Europe	265,128	27/11/2009	26/11/2029		14.55		£1,306,700	£1,306,700	£1,260,000	£23,525,000	5.25%	£24,450,000	£15,000,000
39	Y4	Yorkshire and NE	Long Leasehold	GLASSHOUGHTON	Teva	262,105	12/12/2008	11/12/2028		13.60		£1,985,738	£1,985,737	£1,311,000	£34,130,000	5.50%	£35,470,000	£16,360,000
40	Y5	Yorkshire and NE	Freehold	BARNSLEY	ASOS	673,680	13/12/2013	12/12/2028		13.60		£2,344,727	£2,344,727	£2,355,000	£41,950,000	5.25%	£43,600,000	£28,060,000
41	Y6	Yorkshire and NE	Freehold	TINGLEY	Carlsberg	129,805	29/09/1998	28/09/2023		8.39		£731,700	£731,700	£734,100	£11,820,000	5.85%	£12,290,000	£8,320,000
42	Y7	Yorkshire and NE	Long Leasehold	DONCASTER	B&Q	802,742	19/12/2003	18/12/2023	19/12/2018	8.61	3.62	£3,324,734	£3,324,733	£3,331,000	£46,560,000	6.75%	£48,380,000	£37,080,000
						11,896,262						£59,717,195	£59,717,190	£61,382,104	£985,875,000	5.64%	£1,024,660,000	£728,850,000

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PROJECT ST. PANCRAS- PORTFOLIO SUMMARY

This is an overview of the St. Pancras Portfolio in the context of a proposed senior debt facility. The facility, at the time of the valuation, was to be provided by Goldman Sachs for a sum of £680,000,000. We were not made aware of any further covenants that were to be contained within the loan documentation.

The St. Pancras Portfolio comprises 41 distribution units located throughout England and a single unit in Scotland. The majority are in the Midlands (67%) and North East (17%) by reference to floor area. The asset quality is strong in the main, with a number of properties located in the Golden Triangle. The Golden Triangle is considered to be the prime logistics location in the UK as the majority of the country can be reached by road within EU driver regulations time limits.

The portfolio provides a strong, underlying core of long and medium term stable rental income. Those assets with a relatively short lease expiry present opportunities for the borrower to improve the rental income and capital value of the portfolio. This will allow the borrower to focus their attention at the outset of the facility on the assets with short term expiries with a cashflow underpinned by the longer term income.

Tenant covenants include Amazon, Sainsburys, New Look, Travis Perkins, Lear and DHL.

The portfolio offers a spread of unit sizes, with the average of 283,244 sq ft being in the 100,000 sq ft to 300,000 sq ft range that is preferred by the majority of occupiers outside of the 500,000 sq ft build to suit market. There are some units that truly are 'Big Boxes' and these are bespoke to their individual occupiers who have extensive internal fit-outs.

The value of the portfolio is dominated by retailers and 3PL operators which is to be expected given the volume of assets located in the Midlands and Golden Triangle. These tenants are driven by the need to efficiently fulfil customer orders, usually from online sources, and so drive time is a key consideration. Also of note is the contribution of Motor Industry tenants. Again, this is as expected from a portfolio concentrated in the Midlands and North East as both regions are established UK vehicle manufacturing areas. Here, proximity to the likes of Jaguar Land Rover and Nissan is key as often the car manufacturer's call for parts requires a two hour window from order to delivery. Therefore proximity to the car companies is key.

The cashflow demonstrates a broadly stable net income between the date of valuation and July 2018. This is primarily a result of fixed uplifts and market rent reviews off-setting rental voids during the short term breaks and lease expiries. Once these units have re-let and become fully income producing the net cashflow moves above the £60m mark and remains on or around that level for the duration. Unsurprisingly, the Running Yield tracks the net rental income, showing a portfolio level return against our opinion of Market Value of broadly 5.25% until July 2018 before rising to on or around 6.00% for the remainder of the period.

Market Value

We have valued the portfolio on an asset by asset basis, having regard to the individual qualities of the national market in which they are positioned. Given the nature of the income, we have taken a pragmatic view on lease breaks, expiries and the likelihood of renewal. We have discussed each asset with our in-house occupational and capital markets teams to ensure a rounded view.

Our opinion of Market Value for the portfolio, on an aggregate basis, is **£985,875,000 (NINE HUNDRED AND EIGHTY FIVE MILLION EIGHT HUNDRED AND SEVENTY FIVE HUNDRED THOUSAND POUNDS)** which shows the following yield profile:

- Net Initial Yield: 5.63%
- Equivalent Yield: 5.84%
- Reversionary Yield: 6.00%

This provides a loan to value ratio of approximately 68.97% against the proposed £680,000,000 facility.

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Top Ten Assets by Value

We highlight below the top ten assets within the portfolio, arranged by Market Value.

MI14 – Amazon, Rugeley — MV - £52,830,000

- Distribution warehouse extending to 716,989 sq ft.
- Let to Amazon.co.uk Limited for a term of 15 years from 9 August 2011.
- The current rent is £2,794,554 per annum.
- Tenant of strong covenant.
- Relatively long income stream.
- Significant expenditure incurred by tenant installing mezzanines and automation.
- Amazon operate the unit as a flagship warehouse, including public tours and ensure it is a key property in their UK operational portfolio.

Y2 – Polestar, Sheffield — MV - £50,780,000

- Distribution warehouse extending to 615,262 sq ft.
- Let to Polestar Print UK Ltd Limited for a term of 30 years from 25 December 2004. The current rent is £3,521,053 pa.
- The lease does not provide for any break options. The tenant has a rent free incentive of £450,000 in July 2019.
- Established logistics location close to M1 Motorway.
- Long unexpired lease term.
- The specification would be acceptable to the market.
- Tenant is a covenant the market would view more cautiously than others.
- Over-rented.

MI20 – Travis Perkins, Unit F, Brackmills — MV - £49,450,000

- Distribution warehouse extending to 490,094 sq ft.
- Let to Travis Perkins (Properties) Limited for a term expiring in March 2029.
- The current rent is £2,600,000 pa which includes an element for enhanced landlord's works.
- The lease does not provide for any break options. The current rent is £2,794,554 per annum.
- Golden Triangle location.
- Tenant of strong covenant.
- Relatively long income stream.

MI09 – Travis Perkins, Gowerton Rd, Brackmills — MV - £49,150,000

- Distribution warehouse extending to 508,640 sq ft.
- Let to Travis Perkins (Properties) Limited for a term expiring in August 2027.
- The current rent is £2,563,500 pa.
- The lease does not provide for any break options.
- The market would consider the eaves height to be advantageous.
- Golden Triangle location.
- Tenant of strong covenant.
- Relatively long income stream.

MI06 – Fort Dunlop, Birmingham — MV - £49,010,000

- Distribution warehouse extending to 558,126 sq ft.
- Let to Goodyear Dunlop Tyres UK Limited for a term of 15 years from 25 March 2002.
- The current rent is £3,560,217 pa which includes an element for fit-out works.
- The lease does not provide for any break options.
- Established logistics location adjacent to M6 Motorway.
- Tenant of strong covenant.
- Lies within close proximity to Jaguar Land Rover.
- The property compares well with its immediate peers in terms of specification.

MI04 – Eddie Stobart, DIRFT F6 — MV - £46,700,000

- Distribution warehouse extending to 451,002 sq ft.
- Let to Eddie Stobart Limited on a full repairing and insuring lease for a term of 25 years from 29 September 1997.
- The passing rent is £3,087,786 per annum.
- The lease does not provide for any break options.
- Prime location in the 'Golden Triangle'.
- Adjacent to the rail port.
- A minimum increase at the next rent review in 2017.
- The market would consider the office content and eaves height advantageous.
- Key location for the tenant who operates the site as an effective mini-campus.

CBRE

Y7 – B&Q, Doncaster — MV - £46,560,000

- Distribution warehouse extending to 802,742 sq ft.
- Let to B&Q Plc for a term of 20 years from 19 December 2003.
- The current rent is £3,324,734 pa. There is a tenant break option on or after 19 December 2018 by giving 12 months' notice (no penalty) or 6 months' notice (6 month rent penalty).
- Established logistics location close to A1(M).
- Tenant of strong covenant.
- New warehouse floor installed in 2010 with an increased loading of 100kN/m^2.
- The market would consider the floor loading advantageous.

SE3 – Amazon, Weybridge — MV - £42,670,000

- Distribution warehouse extending to 310,915 sq ft.
- There is an Agreement to Lease in place with Amazon.co.uk Ltd for a ten year term commencing on 14 September 2015.
- The passing rent will be £2,590,384 per annum following an 11.5 month rent free period.
- The lease does not provide for any break options.
- Established logistics location close to M25 and M3 Motorways.
- Agreement to lease with Amazon.co.uk Ltd.
- Undergoing substantial refurbishment to a high specification
- The unit will be completed to a standard acceptable to the market.

Y5 – ASOS, Barnsley — MV - £41,950,000

- Distribution warehouse extending to 673,680 sq ft.
- Let to Asos.com Limited for a term of 15 years from 13 December 2013.
- The current rent received is £1,875,781.60 pa.
- The lease does not provide for any break options.
- ASOS first took occupation in 2010.
- Tenant of strong covenant.
- Long unexpired term of 13 years and 7 months with no break options.
- The market would view the eaves height and office content favourably.

MI01 – New Look DC1, Newcastle-Under-Lyme — MV - £37,210,000

- Distribution warehouse extending to 396,182 sq ft.
- Let to New Look Retailers Limited for a term of 20 years from 31 January 2005.
- The current rent is £2,214,596 pa which includes an element for enhanced landlord's works. The lease does not provide for any break options.
- Established logistics location close to M6 Motorway.
- Tenant of strong covenant.
- Significant expenditure incurred by tenant installing automation.
- Eaves height, floor loading capacity and office content would be considered advantageous by the market.
- The property forms part of the tenant's National Distribution Centre.

CBRE

APPENDIX 4
FORM OF ERISA AND TAX CERTIFICATE

The purpose of this ERISA and Tax Certificate (this **Certificate**) is, among other things, to (i) endeavour to ensure that less than 25 per cent. of the value of the Class E Notes and the Class F Notes (determined separately by class) issued by Logistics UK 2015 PLC (the **Issuer**) is held by (a) an employee benefit plan that is subject to the fiduciary responsibility provisions of Title I of the Employee Retirement Income Security Act of 1974, as amended (**ERISA**), (b) a plan that is subject to Section 4975 of the Internal Revenue Code of 1986 (the **Code**) or (c) any entity whose underlying assets include "plan assets" by reason of any such employee benefit plan or plan's investment in the entity (collectively, **Benefit Plan Investors**), (ii) obtain from you certain representations and agreements and (iii) provide you with certain related information with respect to the limitations on your acquisition, holding and disposition of the Class E Notes and Class F Notes. By signing this Certificate, you agree to be bound by its terms.

Please be aware that the information contained in this Certificate is not intended to constitute advice and the examples given below are not intended to be, and are not, comprehensive. You should contact your own counsel if you have any questions in completing this Certificate. Capitalised terms not defined in this Certificate shall have the meanings ascribed to them in the Note Trust Deed.

If a box is not checked, you are agreeing that the applicable Section does not, and will not, apply to you.

1. **Employee Benefit Plans Subject to ERISA or the Code. We, or the entity on whose behalf we are acting, are an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to the fiduciary responsibility provisions of Title I of ERISA or a "plan" within the meaning of Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code.**

Examples: (i) tax qualified retirement plans such as pension, profit sharing and section 401(k) plans, (ii) welfare benefit plans such as accident, life and medical plans, (iii) individual retirement accounts or "IRAs" and "Keogh" plans and (iv) certain tax-qualified educational and savings trusts.

2. **Entity Holding Plan Assets. We, or the entity on whose behalf we are acting, are an entity or fund whose underlying assets include "plan assets" by reason of a Benefit Plan Investor's investment in such entity and we and any such entity are not described in Section 3 below.**

Examples: (i) an insurance company separate account, (ii) a bank collective trust fund and (iii) a hedge fund or other private investment vehicle where 25 per cent. or more of the value of any class of its equity is held by Benefit Plan Investors.

If you check Box 2, please indicate the maximum percentage of the entity or fund that will constitute "plan assets" for purposes of Title I of ERISA or Section 4975 of the Code: _____per cent.

An entity or fund that cannot provide the foregoing percentage hereby acknowledges that for the purposes of determining whether Benefit Plan Investors own less than 25 per cent. of the value of the Class E Notes and the Class F Notes, 100 per cent. of the assets of the entity or fund will be treated as "plan assets".

ERISA and the regulations promulgated thereunder are technical. Accordingly, if you have any questions regarding whether you may be an entity described in this Section 2, you should consult with your counsel.

3. **Insurance Company General Account. We, or the entity on whose behalf we are acting, are an insurance company purchasing the Class E Notes or the Class F Notes with funds from our or their general account (i.e., the insurance company's corporate investment portfolio), whose assets, in whole or in part, constitute "plan assets" (and will therefore be in whole or in part a Benefit Plan Investor) for the purposes of 29 C.F.R. Section 2510.3-101 as modified by Section 3(42) of ERISA (the** Plan Asset Regulation**).**

If you check Box 3, please indicate the maximum percentage of the insurance company general account that will constitute "plan assets" of a Benefit Plan Investor for the purposes of conducting the 25 per cent. test under the Plan Asset Regulations: ___per cent.

IF YOU DO NOT INCLUDE ANY PERCENTAGE IN THE BLANK SPACE, YOU WILL BE COUNTED AS IF YOU FILLED IN 100 PER CENT. IN THE BLANK SPACE.

4. **None of Sections (1) Through (3) Above Apply. We, or the entity on whose behalf we are acting, are a person that does not fall into any of the categories described in Sections (1) through (3) above. If, after the date hereof, any of the categories described in Sections (1) through (3) above would apply, we will promptly notify the Issuer of such change.**

5. **No Prohibited Transaction. If we checked any of the boxes in Sections (1) through (3) above, we represent, warrant and agree that our acquisition, holding and disposition of the Class E Notes or the Class F Notes do not and will not constitute or give rise to a non-exempt prohibited transaction under section 406 of ERISA or Section 4975 of the Code.**

6. **Not Subject to Similar Law and No Violation of Similar Law. If we are a governmental, church, non-U.S. or other plan, we represent, warrant and agree that (a) we are not subject to any federal, state, local non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or interest therein) by virtue of its interest and thereby subject the Issuer (or other persons responsible for the investment and operation of the Issuer's assets) to laws or regulations that are substantially similar to the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the Code, and (b) our acquisition, holding and disposition of the Class E Notes or the Class F Notes do not and will not constitute or give rise to a non-exempt violation of any law or regulation that is substantially similar to the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the Code.**

7. **Controlling Person. We are, or we are acting on behalf of any of: (i) any person that has discretionary authority or control with respect to the assets of the Issuer, (ii) any person who provides investment advice for a fee (direct or indirect) with respect to such assets or (iii) any "affiliate" of any of the above persons. "Affiliate" shall have the meaning set forth in the Plan Asset Regulations. Any of the persons described in the first sentence of this Section 7 is referred to in this Certificate as a "Controlling Person".**

Note: We understand that, for purposes of determining whether Benefit Plan Investors hold less than 25 per cent. of the value of the Class E Notes or the Class F Notes (determined separately by class), the Class E Notes or the Class F Notes held by Controlling Persons (other than Benefit Plan Investors) are required to be disregarded.

Compelled Disposition. We acknowledge and agree that:

(i) if any representation that we made hereunder is or is subsequently shown to be false or misleading or our beneficial ownership otherwise causes a violation of the 25 per cent. Limitation, the Issuer shall not consent to our acquisition of any Class E Notes or Class F Notes (or interest in such Notes) and, if applicable, promptly after such discovery, send notice to us demanding that we transfer our interest within 14 days after the date of such notice;

(ii) if we fail to transfer our Class E Notes or Class F Notes, the Issuer shall have the right, without further notice to us, to sell our Class E Notes or Class F Notes or our interest in the Class E Notes or the Class F Notes to a purchaser selected by the Issuer on such terms as the Issuer may choose;

(iii) the Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Class E Notes or the Class F Notes and selling such securities to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion;

(iv) by our acceptance of an interest in the Class E Notes or the Class F Notes, we agree to such limitations and to cooperate with the Issuer to effect such transfers;

(v) the proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to us; and

(vi) the terms and conditions of any sale under this sub-section shall be determined in the sole discretion of the Issuer, and the Issuer shall not be liable to us as a result of any such sale or the exercise of such discretion.

Required Notification and Agreement. We hereby agree that we (a) will inform the Issuer of any proposed transfer by us of all or a specified portion of the Class E Notes or the Class F Notes (or interest therein) and (b) will not initiate any such transfer after we have been informed by the Issuer in writing that such transfer would cause the 25 per cent. Limitation to be exceeded.

8. Continuing Representation; Reliance. We acknowledge and agree that the representations contained in this Certificate shall be deemed made on each day from the date we make such representations through and including the date on which we dispose of our interests in the Class E Notes or the Class F Notes. We understand and agree that the information supplied in this Certificate will be used and relied upon by the Issuer to determine that Benefit Plan Investors own or hold less than 25 per cent. of the value of the Class E Notes or the Class F Notes (determined separately by class) upon any subsequent transfer of the Class E Notes or the Class F Notes in accordance with the Note Trust Deed.

9. Further Acknowledgement and Agreement. We acknowledge and agree that (i) all of the assurances contained in this Certificate are for the benefit of the Issuer, the Trustee, Goldman Sachs International and ING Bank N.V as third party beneficiaries hereof, (ii) copies of this Certificate and any information contained herein may be provided to the Issuer, the Trustee, Goldman Sachs International, ING Bank N.V., Affiliates of any of the foregoing parties and to each of the foregoing parties' respective counsel for purposes of making the determinations described above and (iii) any acquisition or transfer of the Class E Notes or the Class F Notes by us that is not in accordance with the provisions of this Certificate shall be null and void from the beginning, and of no legal effect.

10. Future Transfer Requirements.

Transferee Letter and its Delivery. We acknowledge and agree that (A) a transferee of a Class E Note or a Class F Note (or any interest therein) from us will be deemed to represent (among other things) that it is not a Benefit Plan Investor or a Controlling Person and (B) if such a transferee holds such a Note in the form of a definitive certificate it may acquire such Class E Note or Class F Note if such transferee: (i) obtains the written consent of the Issuer; and (ii) provides an ERISA certificate to the Issuer as to its status as a Benefit Plan Investor or Controlling Person.

Note: Unless you are notified otherwise, the name and address of the Issuer is as follows: Logistics UK 2015 PLC 35 Great St. Helen's, London EC3A 6AP, United Kingdom.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Certificate.

_____

[Insert Purchaser's Name]

By:
Name:
Title:
Dated:
This Certificate relates to €_____ of [Class E Notes] / [Class F Notes] /]

INDEX OF DEFINED TERMS

ISSUER
Logistics UK 2015 PLC
35 Great St. Helen's
London EC3A 6AP
United Kingdom

SOLE ARRANGER
Goldman Sachs International
Peterborough Court
133 Fleet Street
London EC4A 2BB
United Kingdom

LEAD MANAGER
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133 Fleet Street
London EC4A 2BB
United Kingdom

CO-MANAGER
ING Bank N.V.
Bijlmerplein 888
1102 MG Amsterdam
The Netherlands

LOAN SELLER
Goldman Sachs Bank USA
200 West Street
New York
United States of America

NOTE TRUSTEE, ISSUER SECURITY TRUSTEE
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125 Old Broad Street
London EC2N 1AR
United Kingdom

SPECIAL SERVICER
Wells Fargo Bank, N.A., London Branch
90 Long Acre
London EC2N 1AR
United Kingdom

SERVICER
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90 Long Acre
London EC2N 1AR
United Kingdom

PRINCIPAL PAYING AGENT, ISSUER CASH MANAGER, AGENT BANK AND ISSUER ACCOUNT BANK
Elavon Financial Services Limited, UK Branch
125 Old Broad Street
London EC2N 1AR
United Kingdom

LIQUIDITY FACILITY PROVIDER

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Bijlmerplein 888
1002 MG Amsterdam
The Netherlands

REGISTRAR
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Loughlinstown
Dublin
Ireland

LISTING AGENT
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Earlsfort Terrace
Dublin 2
Ireland

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