

# MR01

## Particulars of a charge

10/1757/23  
laserform



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

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

✗ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use fo

For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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



You **must** enclose a certified copy of the instrument with this form.  
It must be scanned and placed on the public record. **Do not send the original.**



LD5 \*L7EI4M0A\* #102  
14/09/2018  
COMPANIES HOUSE

1

### Company details

Company number 0 6 1 3 7 8 7 5  
Company name in full Business Mortgage Finance 6 PLC

4 For official use

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

All fields are mandatory unless  
specified or indicated by \*

2

### Charge creation date

Charge creation date 3 0 0 8 2 0 1 8

3

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

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

Name ✓ BNY Mellon Corporate Trustee Services Limited

Name

Name

Name

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

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

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Not applicable

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space.

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X

Simmons & Simmons LLP

X

As

14/09/18

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

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Amanda Gardam (097103-00001)

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 S S

Country United Kingdom

DX DX Box No 12 Chancery Lane London

Telephone 020 7825 4815



### Certificate

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



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

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



### Important information

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



### How to pay

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'



### Where to send

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

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

#### For companies registered in Scotland:

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

#### For companies registered in Northern Ireland:

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



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 6137875

Charge code: 0613 7875 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th August 2018 and created by BUSINESS MORTGAGE FINANCE 6 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2018.

17x

Given at Companies House, Cardiff on 24th September 2018



**Companies House**



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

EXECUTION VERSION

---

DATED 30 August 2018

---

**BUSINESS MORTGAGE FINANCE 6 PLC**

AND

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**

AND

**OTHERS**

---

SUPPLEMENTAL DEED OF CHARGE  
(COLLECTION ACCOUNT)

RELATING TO A DEED OF CHARGE  
DATED 18

MAY 2007

---

WE CERTIFY THAT THIS COPY  
INSTRUMENT IS A CORRECT COPY  
OF THE ORIGINAL INSTRUMENT.

*Simmons & Simon LLP*  
.....  
Signed (firm name)

*AS*  
.....  
Initials of Signatory

*14/09/18*  
.....  
Dated (DD/MM/YY)

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THIS DEED is dated 30 August 2018

**BETWEEN:**

- (1) **BUSINESS MORTGAGE FINANCE 6 PLC**, a company incorporated under the laws of England and Wales under number 06137875 and whose registered office is at Asticus Building, 2<sup>nd</sup> Floor, 21 Palmer Street, London, SW1H 0AD (the "**Issuer**");
- (2) **THE BANK OF NEW YORK MELLON, LONDON BRANCH**, whose principal office is at One Canada Square, London, E14 5AL (the "**Principal Paying Agent**" or the "**Agent Bank**");
- (3) **THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH**, whose principal office is at Vertigo Building Polaris, 24 rue Eugene Ruppert, L2453 Luxembourg (the "**Registrar**" or the "**Transfer Agent**");
- (4) **HOMELoAN MANAGEMENT LIMITED**, a company incorporated under the laws of England and Wales under number 02214839 and whose registered office is at The Pavilions, Bridgwater Road, Bristol, BS13 8AE (the "**Standby Cash/Bond Administrator**" and the "**Mortgage Administrator**");
- (5) **COMMERCIAL FIRST MORTGAGES LIMITED**, a company incorporated under the laws of England and Wales under number 04461486 and whose registered office is at Jessop House, Jessop Avenue, Cheltenham, GL50 3WG ("**CFML**");
- (6) **TARGET SERVICING LIMITED**, a company incorporated in England and Wales with registered number 05618062, whose registered office is at Target House, Cowbridge Road East, Cardiff, CF11 9AU ("**Target**") or the "**Cash/Bond Administrator**" which expression shall include such company and all other persons or companies for the time being acting as the Cash/Bond Administrator and the "**Special Servicer**" which term, where the context permits, shall include such company and all other persons for the time being acting as the Special Servicer under the Special Servicer Agreement);
- (7) **CONISTON RF LIMITED (PREVIOUSLY COMMERCIAL FIRST RF LIMITED)**, a company incorporated under the laws of England and Wales under number 05664184 and whose registered office is at Jessop House, Jessop Avenue, Cheltenham, GL50 3WG (the "**Seller**" and "**Subordinated Lender**");
- (8) **COMMERCIAL FIRST BUSINESS LIMITED**, a company incorporated under the laws of England and Wales under number 05289018 and whose registered office is at Jessop House, Jessop Avenue, Cheltenham, GL50 1WG ("**CFBL**");
- (9) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**, whose registered number is 02631386 and whose registered office is at 1 Canada Square, London, E14 5AL (the "**Trustee**" which expression shall, where the context so permits, include such company and other persons acting from time to time as trustees under the trust deed);
- (10) **THE BANK OF NEW YORK MELLON SA/NV, DUBLIN BRANCH**, whose registered office is at 4<sup>th</sup> Floor, Hannover Building, Windmill Lane, Dublin 2, Ireland (the "**Irish Paying Agent**");

- (11) **BMF HOLDINGS LIMITED**, a company incorporated under the laws of England and Wales under number 04846251 and whose registered office is at Asticus Building, 2<sup>nd</sup> Floor, 21 Palmer Street, London, SW1H 0AD ("**BMFHL**");
- (12) **BARCLAYS BANK PLC**, a company incorporated under the laws of England and Wales under number 01026167 and whose registered office is at 1 Churchill Place, London, E14 5HP, as bank account provider under the Bank Agreement (the "**Account Bank**");
- (13) **BARCLAYS BANK PLC**, a company incorporated under the laws of England and Wales under number 01026167 and whose registered office is at 1 Churchill Place, London, E14 5HP, as GIC Provider under the GIC Agreement (the "**GIC Provider**");
- (14) **BARCLAYS BANK PLC**, a company incorporated under the laws of England and Wales under number 01026167 and whose registered office is at 1 Churchill Place, London, E14 5HP, acting through its office at 5 The North Colonnade, London, E14 4BB, as hedging provider (the "**Hedging Provider**") under the basis swap agreement, the interest rate swap agreement and the currency swap agreements as the "**Basis Swap Counterparty**", "**Interest Rate Swap Counterparty**" and "**Currency Swap Counterparty**" respectively; and
- (15) **DEUTSCHE BANK AG, LONDON BRANCH**, a company incorporated under the laws of England and Wales, acting through its office at Winchester House, 1 Great Winchester Street, London, EC2N 2DB, as liquidity facility provider ("**Liquidity Facility Provider**").

## **WHEREAS**

- (A) This supplemental deed of charge (the "**Supplemental Deed of Charge**") is supplemental to a deed of charge dated 18 May 2007 between, amongst others, the Issuer and the Trustee (as amended from time to time, the "**Deed of Charge**").
- (B) On the Effective Date, title to the Collection Account was transferred from CFML to the Issuer. The Collection Account is included in the definition of "Bank Accounts" which the Issuer has secured in favour of the Trustee pursuant to the Deed of Charge, however, the Issuer and the other parties wish to enter into this Deed in order to confirm, for the avoidance of doubt that it has secured its interests in the Collection Account in favour of the Trustee in order to secure the Secured Amounts.
- (C) The Trustee shall hold such security on trust for the benefit of the other Secured Creditors on the terms set out in this Deed.

## **OPERATIVE PROVISIONS**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Deed (including the recitals), unless the context otherwise requires or unless otherwise defined or provided for in this Deed, words and expressions shall have the same meanings as are attributed to them in the Deed of Charge and in the Master Definitions Schedule dated 18 May 2007 as amended from time to time.



1.2 In this Deed:

"**Collection Account**" means the account in the name of Issuer at Barclays, Sort Code: 20 19 90, Account Number 30815381, or such other account as may be established from time to time.

2. **CREATION OF FIXED SECURITY**

The Issuer, by way of further first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee, **HEREBY CHARGES** (subject to the proviso for redemption contained in the Deed of Charge), by way of first fixed charge to the Trustee, all the Issuer's right, title, benefit and interest present and future in, to and under the Collection Account **TO HOLD** the same unto the Trustee absolutely for the Trustee itself and on trust, subject to the terms of this Deed, for the other Secured Creditors (the "**Further Security**").

3. **CONTINUANCE OF ISSUER SECURITY**

The Security and the covenants, undertakings and provisions contained in this Deed shall remain in force as a continuing security to the Trustee, notwithstanding any intermediate payment or satisfaction of any part of the Secured Amounts or any settlement of account or any other act, event or matter whatsoever, and shall secure the Secured Amounts.

4. **NOTICE OF ISSUER SECURITY**

4.1 The execution of this Deed by the Account Bank shall constitute notice to such Account Bank of the assignments made by the Issuer pursuant to clause 2 (*Creation of Fixed Security*). The execution of this Deed by the Trustee on behalf of itself and each other Secured Creditor shall constitute notice to such Secured Creditor of the assignments made by Issuer pursuant to this Deed.

4.2 By their execution of this Deed each of the Issuer and the Trustee gives notice to the Account Bank (and each other) of the Security Interests made and/or granted by the Issuer under or pursuant to this Deed.

5. **NOTICE AND ACKNOWLEDGEMENTS OF NOTICE**

By and upon executing this Deed, the Account Bank acknowledges the notice given under Clause 4 (*Notice of Issuer Security*) and consents to the Security Interests made or granted by the Issuer under or pursuant to this Deed and also acknowledges that as at the date hereof it has not received from any other person notice of any assignment, assignments or charge of any property the subject of such Security Interests other than pursuant to the Deed of Charge and Collection Account Declaration of Trust. Furthermore, notwithstanding anything to the contrary in the account mandate that has been entered into with respect to the Collection Account, the Account Bank hereby waives any right it has or may hereafter acquire to combine, consolidate or merge the Collection Account with any other account of the Issuer and/or any other person or any liabilities of the Issuer and/or any other person and agrees that it may not set-off, transfer, combine or withhold payment of any sum standing to the credit of the Collection Account in or towards or conditionally upon satisfaction of any liabilities

to it of the Issuer or any other person (other than as specifically contemplated and permitted under the Documents) and shall not exercise any lien in connection with the interests in the Collection Account and, in the event that the Account Bank breaches the foregoing obligations, then it shall immediately recredit the relevant account with the amount required to restore the balance on such account to that which it would have been if no such breach had occurred and the other parties hereto agree that such recrediting shall discharge its liabilities for such breach in full.

6. **COUNTERPARTS**

This Deed may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

7. **INCORPORATION OF OTHER PROVISIONS**

7.1 The provisions of Clause 1 (*Definitions*) of the Deed of Charge shall apply to this Supplemental Deed of Charge as if they were set out in full herein.

7.2 All the terms, powers and provisions contained in the Deed of Charge are incorporated in this Supplemental Deed of Charge *mutatis mutandis* as though set out in this Supplemental Deed of Charge in full and as if references therein to "this Deed" and any derivative terms are references to this Supplemental Deed of Charge and as if references therein to "Security" are references to "Further Security" as defined in Clause 2 (*Creation of Fixed Security*) of this Supplemental Deed of Charge and as if references therein to the "Bank Accounts" are references to the "Collection Account" as defined in this Supplemental Deed of Charge.

7.3 This Supplemental Deed of Charge is supplemental to the Deed of Charge and subject to the amendments to be effected to the Deed of Charge hereunder, the provisions of the Deed of Charge shall continue in full force and effect and the Deed of Charge and this Supplemental Deed of Charge shall be read and construed as one instrument.

8. **GOVERNING LAW**

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

**This Supplemental Deed of Charge has been executed as a deed and delivered on the date stated at the beginning of this Supplemental Deed of Charge**

**EXECUTION PAGE**

**THE ISSUER**

Executed as a deed, but not delivered until the first date specified on page 1, by **BUSINESS MORTGAGE FINANCE 6 PLC** by a director in the presence of a witness:



)  
)  
) Signature .....

Name (block capitals) MARK SPINK  
**Director**

Witness signature

Holly Macdonald

Witness name  
(block capitals)

HOLLY MACDONALD

Witness address

21 PALMER STREET

LONDON

SW1M 0AD

**THE AGENT BANK AND THE PRINCIPAL PAYING AGENT**

**SIGNED** for and on behalf of  
**THE BANK OF NEW YORK MELLON, LONDON BRANCH**

By: .....

Name:

**EXECUTION PAGE**

**THE ISSUER**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **BUSINESS** )  
**MORTGAGE FINANCE 6 PLC** by a )  
director in the presence of a witness: ) Signature .....  
Name (block capitals) .....  
**Director**

Witness signature .....

Witness name .....  
(block capitals)


Witness address .....

.....

.....

**THE AGENT BANK AND THE PRINCIPAL PAYING AGENT**


**SIGNED** for and on behalf of  
**THE BANK OF NEW YORK MELLON, LONDON BRANCH**

By:  .....

Name: **J. BURGESS**

**THE REGISTRAR AND THE TRANSFER AGENT**

**EXECUTED** as a deed by for and on behalf of  
**THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH**

.....  **Anthony Edet**  
..... Authorised Signatory

in the presence of

Witness name: **THOMAS BURGESS**

Signature:



Address:

**ONE CANADA SQUARE**  
**LONDON**  
**E14 5AL**

**THE STANDBY CASH/BOND ADMINISTRATOR AND THE MORTGAGE ADMINISTRATOR**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**HOMELoAN MANAGEMENT LIMITED** by )  
a director in the presence of a witness: )

Signature .....

Name (block capitals) .....

**Director**

Witness signature .....

Witness name  
(block capitals) .....

Witness address .....

.....

.....

**THE REGISTRAR AND THE TRANSFER AGENT**

**EXECUTED** as a deed by for and on behalf of  
**THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH**

.....  
in the presence of  
Witness name:

Signature:

Address:

**THE STANDBY CASH/BOND ADMINISTRATOR AND THE MORTGAGE  
ADMINISTRATOR**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**HOMELoAN MANAGEMENT LIMITED** by )  
a director in the presence of a witness: )

Signature .....

Name (block capitals) ..... J.M. PATTINSON

**Director**

Witness signature .....

Witness name  
(block capitals)

Witness address .....

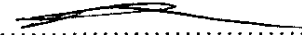
.....  
AMY LINDERHANN  
.....  
Gateway House, Gateway Road  
Skipton, North Yorkshire, BD23 2HL  
.....  
.....  
.....

**THE SPECIAL SERVICER AND THE CASH/BOND ADMINISTRATOR**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **TARGET** )  
**SERVICING LIMITED** )  
by a director in the presence of a witness: )

Signature 

Name (block capitals) ESTYN EVANS  
**Director**

Witness signature 

Witness name DANIEL KELLY  
(block capitals)

Witness address TARGET HOUSE, 9-15 COWBRIDGE  
RD EAST CASTLEBRIDGE  
CARDIFF CF11 9AU

**CFML**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **COMMERCIAL** )  
**FIRST MORTGAGES LIMITED** )  
by a director in the presence of a witness: )

Signature .....

Name (block capitals) .....  
**Director**

Witness signature .....

Witness name .....  
(block capitals)

Witness address .....

.....

.....

**THE SPECIAL SERVICER AND THE CASH/BOND ADMINISTRATOR**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **TARGET** )  
**SERVICING LIMITED** )  
by a director in the presence of a witness: ) Signature .....

Name (block capitals) .....  
**Director**

Witness signature .....


Witness name .....  
(block capitals)


Witness address .....

.....

.....

**CFML**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **COMMERCIAL** )  
**FIRST MORTGAGES LIMITED** )  
by a director in the presence of a witness: ) Signature  .....

Name (block capitals)  .....  
**Director**

Witness signature  .....

Witness name .....  
(block capitals) JUDITH BARSTOW

Witness address THE VINEYARD .....

BROUGHTON HALL BUSINESS PARK

SKIPTON RD 233AE

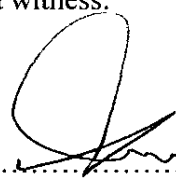


## THE SELLER

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**CONISTON RF LIMITED** by )  
a director in the presence of a witness: )

Signature 

Name (block capitals) T. THEOBALD  
Director

Witness signature 

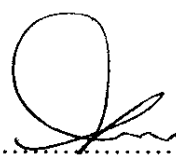
Witness name JUDITH BALSLOW  
(block capitals)

Witness address THE VINEY  
BROUGHTON HALL BUSINESS PARK  
SKIPTON BD233AE

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**COMMERCIAL FIRST BUSINESS LIMITED** )  
by a director in the presence of a witness: )

Signature 

Name (block capitals) T. THEOBALD  
Director

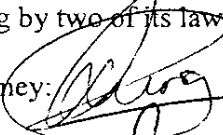
Witness signature 

Witness name JUDITH BALSLOW  
(block capitals)

Witness address THE VINEY  
BROUGHTON HALL BUSINESS PARK  
SKIPTON BD233AE

**THE TRUSTEE**

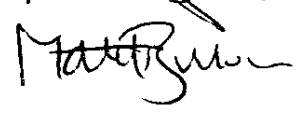
Executed as a deed by  
**BNY Mellon Corporate Trustee Services Limited**  
acting by two of its lawful attorneys

Attorney: 

Attorney: 

in the presence of: **MATT BULLOCK**

Witness name:

Signature: 

Address: One Canada Square, London E14 5AL

**THE IRISH PAYING AGENT**

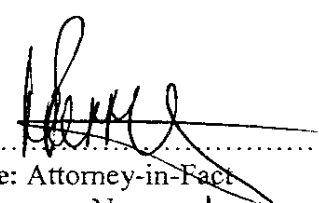
**SIGNED AND DELIVERED**

as a deed

For and on behalf of

**THE BANK OF NEW YORK MELLON SA/NV, DUBLIN BRANCH**

Acting by its duly authorised Attorney:

  
.....  
Title: Attorney-in-Fact  
Name: **LEE PERRY**

In the presence of:

  
.....  
Witness Signature

Executed as a deed, but not delivered until the first date specified on page 1, by

**BMF HOLDINGS LIMITED**

by a director in the presence of a witness:



)

)

)

Signature .....

Name (block capitals) MARK SPINK.....

**Director**

Witness signature

Holly MacAndrews.....

Witness name

(block capitals)

HOLLY MACANDREWS.....

Witness address

21 Palmer Street.....

London.....

SW1 0AD.....

#### THE ACCOUNT BANK

Executed as a deed, but not delivered until the )

date of this Deed) by )

as duly authorised attorney for and on behalf of )

**BARCLAYS BANK PLC** in the presence of: )

Signature .....

Name (block capitals) .....

**Director**

Witness signature

.....

Witness name

.....

Witness address

.....

.....

.....

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**BMF HOLDINGS LIMITED** )  
by a director in the presence of a witness: ) Signature .....

Name (block capitals) .....  
**Director**

Witness signature .....


Witness name .....  
(block capitals)

Witness address .....

.....

.....

#### THE ACCOUNT BANK

Executed as a deed, but not delivered until the )  
date of this Deed) by )  
as duly authorised attorney for and on behalf of )  
**BARCLAYS BANK PLC** in the presence of: ) Signature  .....

Name (block capitals) ..... **MARTIN GRIFFITHS**  
**Director**

Witness signature ..... 

Witness name ..... **AMIT SINGH** .....

Witness address ..... **1.C.P.** .....

..... **CANARY WHARF** .....

..... **LONDON E14 5HP** .....

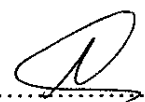
**THE GIC PROVIDER**

Executed as a deed, but not delivered until the )  
date of this Deed) by )  
as duly authorised attorney for and on behalf of )  
**BARCLAYS BANK PLC** in the presence of: )

Signature  .....

Name (block capitals) FIN. MURPHY .....

**Director**

Witness signature  .....

Witness name AMIT SINGH .....

Witness address 1 CP .....

CANARY WHARF .....

LONDON E14 5HP .....

**THE HEDGING PROVIDER**

Executed as a deed, but not delivered until the )  
date of this Deed) by )  
as duly authorised attorney for and on behalf of )  
**BARCLAYS BANK PLC** in the presence of: )

Signature .....

Name (block capitals) .....

**Director**

Witness signature .....

Witness name .....

Witness address .....

.....

.....

**THE GIC PROVIDER**

Executed as a deed, but not delivered until the )  
date of this Deed) by )  
as duly authorised attorney for and on behalf of )  
**BARCLAYS BANK PLC** in the presence of: )      Signature .....

Name (block capitals) .....  
**Director**

Witness signature .....

Witness name .....

Witness address .....

.....  
.....

**THE HEDGING PROVIDER**

Executed as a deed, but not delivered until the )  
date of this Deed) by )  
as duly authorised attorney for and on behalf of )  
**BARCLAYS BANK PLC** in the presence of: )      Signature .....

Name (block capitals) .....  
**Director**

Witness signature .....

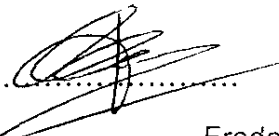
Witness name .....

Witness address .....


.....  
.....


## THE LIQUIDITY PROVIDER

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **DEUTSCHE** )  
**BANK AG, LONDON BRANCH** acting by two authorised )  
signatories each in the presence of a witness: )


Authorised Signatory .....  .....  
Name (block capitals) ..... Frederic de Benoist  
Director

in the presence of:

Witness signature .....  .....  
Witness name ..... JAMES HEALEY .....  
Witness address ..... Deutsche Bank, Winchester House,  
1 Great Winchester Street, London EC2N 2DB

Authorised Signatory .....  .....  
Name (block capitals) ..... Harlan Rothman  
Managing Director  
Deutsche Bank

in the presence of:

Witness signature .....  .....  
Witness name ..... JAMES HEALEY .....  
Witness address ..... Deutsche Bank, Winchester House,  
1 Great Winchester Street, London EC2N 2DB