

CONFORMED COPY



BOND TRUST DEED

Dated 31st October, 2017

CATALYST HOUSING LIMITED
as Issuer

and

PRUDENTIAL TRUSTEE COMPANY LIMITED
as Bond Trustee

constituting and securing

£250,000,000 3.125 per cent. Secured Bonds due 2047

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THIS BOND TRUST DEED is made on 31st October, 2017

BETWEEN:

- (1) **CATALYST HOUSING LIMITED**, a registered society incorporated in England under the Co-operative and Community Benefit Societies Act 2014 (registration number 16561R) and registered with the Regulation Committee of the Homes and Communities Agency under the Housing and Regeneration Act 2008, as amended by the Localism Act 2011, (registered number L0699), with registered offices at Ealing Gateway, 26-30 Uxbridge Road, London W5 2AU (the **Issuer**); and
- (2) **PRUDENTIAL TRUSTEE COMPANY LIMITED**, a company incorporated under the laws of England and Wales, whose registered office is at Laurence Pountney Hill, London EC4R 0HH (registered number 1863305) (the **Bond Trustee**, which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees of these presents) as trustee for the Bondholders and Couponholders (each as defined below).

WHEREAS:

- (A) By a resolution of the Treasury Committee of the Issuer passed on 9th October, 2017, the Issuer has resolved to issue £250,000,000 3.125 per cent. Secured Bonds due 2047 to be constituted by this Bond Trust Deed.
- (B) The Bonds, if issued in definitive form, will be in bearer form with Coupons attached.
- (C) The Bond Trustee has agreed to act as bond trustee of these presents for the benefit of itself, the Bondholders and Couponholders and, in relation to the Security, the Secured Parties upon and subject to the terms and conditions of these presents.

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

1. INTERPRETATION AND DEFINITIONS

- 1.1 In these presents unless there is anything in the subject or context inconsistent therewith the following expressions shall have the following meanings:

Account Bank means the institution at its specified office initially appointed as account bank in relation to the Bonds by the Issuer pursuant to the Account Agreement or, if applicable, any successor account bank in relation to the Bonds;

Agency Agreement means the agreement appointing the Principal Paying Agent and the other Paying Agents (if any) in relation to the Bonds and any other agreement for the time being in force appointing Successor paying agents in relation to the Bonds, or in connection with their duties, the terms of which have previously been approved in writing by the Bond Trustee, together with any agreement for the time being in force amending or modifying with the prior written approval of the Bond Trustee any of the aforesaid agreements in relation to the Bonds;

Appointee means any attorney, manager, agent, delegate, nominee, custodian, Receiver or other person appointed by the Bond Trustee under these presents;

Asset Cover Test means the financial covenant specified in Clause 9;

Auditors means BDO LLP or such other firm of auditors as may from time to time be appointed by the Issuer and approved by the Bond Trustee for the purposes of these presents and which has recognised experience in the auditing of Registered Providers of Social Housing;

Basic Terms Modification means any proposal to:

- (a) reduce or cancel the amount payable or, where applicable, modify, except where such modification is in the opinion of the Bond Trustee bound to result in an increase, the method of calculating the amount payable or modify the date of payment or, where applicable, the method of calculating the date of payment in respect of any principal, premium or interest in respect of the Bonds;
- (b) alter the currency in which payments under the Bonds and Coupons are to be made;
- (c) alter the majority required to pass an Extraordinary Resolution;
- (d) sanction any such scheme or proposal or substitution as is described in paragraphs 19(i) and 19(j) of Schedule 3; or
- (e) alter the proviso to paragraph 7 of Schedule 3 or the proviso to paragraph 9 of Schedule 3;

Bondholders means the several persons who are for the time being holders of the Bonds save that, for so long as such Bonds or any part thereof are represented by a Global Bond deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg or, in respect of Bonds in definitive form held in an account with Euroclear or Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear, and Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular principal amount of the Bonds shall be deemed to be the holder of such principal amount of such Bonds (and the holder of the relevant Global Bond shall be deemed not to be the holder) for all purposes of these presents other than with respect to the payment of principal, premium or interest on such principal amount of such Bonds, the rights to which shall be vested, as against the Issuer and the Bond Trustee, solely in such common safekeeper and for which purpose such common safekeeper shall be deemed to be the holder of such principal amount of such Bonds in accordance with and subject to its terms and the provisions of these presents; and the words **holder** and **holders** and related expressions shall (where appropriate) be construed accordingly;

Bonds means the bonds in bearer form comprising the £250,000,000 3.125 per cent. Secured Bonds due 2047 of the Issuer hereby constituted or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Bonds issued pursuant to Condition 13 (*Replacement of Bonds and Coupons*) and (except for the purposes of Clause 3) the Temporary Global Bond and the Permanent Global Bond;

Certificate of Title means a certificate of title addressed to the Security Trustee in the form or substantially in the form set out in Schedule 5 to the Security Trust Deed;

Charging Subsidiary means any Eligible Subsidiary which creates security in favour of the Security Trustee for the benefit of itself and the 2047 Bond Beneficiaries pursuant to and in accordance with the Security Documents, subject to any such Charging Subsidiary ceasing to be a Charging Subsidiary in accordance with Clause 5;

Clearing System has the meaning set out in paragraph 1 of Schedule 3;

Clearstream, Luxembourg means Clearstream Banking S.A.;

Compliance Certificate means a certificate, signed by two Authorised Signatories of the Issuer, substantially in the form of Schedule 5 setting out, *inter alia*, calculations in respect of the Asset Cover Test;

Conditions means the Conditions in the form set out in Part 2 of Schedule 2 as the same may from time to time be modified in accordance with these presents and any reference in these presents to a particular specified Condition or paragraph of a Condition shall in relation to the Bonds be construed accordingly;

continuing means, in respect of an Event of Default or a Potential Event of Default, that such Event of Default or Potential Event of Default is continuing unremedied and unwaived to the satisfaction of the Bond Trustee;

Couponholders means the several persons who are for the time being holders of the Coupons;

Coupons means the bearer interest coupons appertaining to the Bonds in definitive form or, as the context may require, a specific number thereof and includes any replacements for Coupons issued pursuant to Condition 13 (*Replacement of Bonds and Coupons*) and, where the context so permits, the Talons;

Eligible Subsidiary means any member of the Group (other than the Issuer) which is a charity (whether registered or exempt) and a Registered Provider of Social Housing;

Euroclear means Euroclear Bank SA/NV;

Event of Default means any of the conditions, events or acts provided in Condition 12 (*Events of Default and Enforcement*) to be events upon the happening of which the Bonds would, subject only to notice by the Bond Trustee as therein provided, become immediately due and repayable;

Extraordinary Resolution has the meaning set out in paragraph 1 of Schedule 3;

Global Bond means the Temporary Global Bond and/or the Permanent Global Bond, as the context may require;

Liability means any loss, damage, cost, fee, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis;

MV-ST Charged Properties means the Charged Properties accepted as such in accordance with the provisions of Clause 11.4;

New Property Approval Certificate means a certificate, signed by two Authorised Signatories of the Issuer, substantially in the form of Schedule 6;

Non-Property Security Assets means the property which is charged and assigned pursuant to these presents;

Offering Circular means the offering circular issued by the Issuer in respect of the Bonds and any further offering circular issued by the Issuer in respect of any further bonds issued pursuant to Clause 2.4;

Official List shall have the meaning set out in Section 103 of the Financial Services and Markets Act 2000;

outstanding means, in relation to the Bonds, all the Bonds issued other than:

- (a) those Bonds which have been redeemed pursuant to these presents;
- (b) those Bonds in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys (including all interest payable thereon) have been duly paid to the Bond Trustee or to the Principal Paying Agent, as applicable, in the manner provided in the Agency Agreement (and where appropriate notice to that effect has been given to the Bondholders in accordance with Condition 14 (*Notices*)) and remain available for payment against presentation of the relevant Bonds and/or Coupons;
- (c) those Bonds which have been purchased and surrendered for cancellation in accordance with Conditions 9.6 (*Purchases*) and 9.7 (*Cancellations*) and those Retained Bonds which the Issuer has elected or is required to surrender for cancellation pursuant to Condition 9.7 (*Cancellations*);
- (d) those Bonds which have become void under Condition 11 (*Prescription*);
- (e) those mutilated or defaced Bonds which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Condition 13 (*Replacement of Bonds and Coupons*);
- (f) (for the purpose only of ascertaining the principal amount of the Bonds outstanding and without prejudice to the status for any other purpose of the relevant Bonds) those Bonds which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 13 (*Replacement of Bonds and Coupons*); and
- (g) any Global Bond to the extent that it shall have been exchanged for another Global Bond in respect of the Bonds or for the Bonds in definitive form pursuant to its provisions;

PROVIDED THAT for each of the following purposes, namely:

- (i) the right to attend and vote at any meeting of the Bondholders, an Extraordinary Resolution in writing or an Extraordinary Resolution by way of electronic consents given through the relevant Clearing System(s) as envisaged by paragraph 1 of Schedule 3 and any direction or request by the holders of the Bonds;

- (ii) the determination of how many and which Bonds are for the time being outstanding for the purposes of Clause 14.1, Conditions 12 (*Events of Default and Enforcement*) and 16 (*Meeting of Bondholders, Modification, Waiver, Authorisation and Determination*) and paragraphs 4, 7 and 9 of Schedule 3;
- (iii) any discretion, power or authority (whether contained in these presents or vested by operation of law) which the Bond Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Bondholders or any of them; and
- (iv) the determination by the Bond Trustee whether any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the Bondholders or any of them,

those Bonds (if any) which are for the time being held by or on behalf of or for the benefit of the Issuer, any Subsidiary of the Issuer, any holding company of the Issuer or any other Subsidiary of any such holding company (including, for the avoidance of doubt, the Retained Bonds for so long as they are held by or on behalf of the Issuer), in each case as beneficial owner, shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

Paying Agents means the several institutions (including where the context permits the Principal Paying Agent) at their respective specified offices initially appointed as paying agents in relation to the Bonds by the Issuer pursuant to the Agency Agreement and/or, if applicable, any Successor paying agents in relation to the Bonds;

Permanent Global Bond means the permanent global bond in respect of the Bonds to be issued pursuant to Clause 3.3 in the form or substantially in the form set out in Part 2 of Schedule 1;

Principal Paying Agent means the institution at its specified office initially appointed as principal paying agent in relation to the Bonds by the Issuer pursuant to the Agency Agreement or, if applicable, any Successor principal paying agent in relation to the Bonds;

Property means all estates or interests of the Issuer or any Eligible Subsidiary in any freehold or leasehold property wheresoever situate now or in future belonging to it and all buildings, fixtures, fittings (other than tenants fixtures and fittings) and fixed plant and machinery from time to time thereon (and **Properties** shall be construed accordingly);

Property Release/Reallocation Certificate means a certificate, signed by two Authorised Signatories of the Issuer, substantially in the form of Schedule 8;

Rating Agency means any rating agency which has assigned a solicited rating to the Bonds at the relevant time;

Receiver means a receiver and manager or a receiver, in each case appointed under these presents;

repay, redeem and pay shall each include both the others and cognate expressions shall be construed accordingly;

Secured Obligations means all moneys and other liabilities payable or owing (whether present, future, contingent or prospective) by the Issuer to the Secured Parties under these presents and the other Transaction Documents;

Security means the security created pursuant to Clause 4;

Security Assets means the property which is charged and assigned pursuant to these presents and the property which is charged and assigned pursuant to the Security Documents and allocated for the benefit of the 2047 Bond Beneficiaries;

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest, or any other agreement having the effect of conferring security;

Statutory Disposal Certificate means a certificate, signed by two Authorised Signatories of the Issuer and, in circumstances where a Charging Subsidiary is withdrawing one or more Charged Properties from the Security Assets pursuant to a Statutory Disposal, the relevant Charging Subsidiary, substantially in the form of Schedule 9;

Substitute Property Certificate means a certificate, signed by two Authorised Signatories of the Issuer, substantially in the form of Schedule 7;

Successor means, in relation to the Principal Paying Agent and the other Paying Agents, any successor to any one or more of them in relation to the Bonds which shall become such pursuant to the provisions of these presents and/or the Agency Agreement (as the case may be) and/or such other or further principal paying agent and/or paying agents (as the case may be) in relation to the Bonds as may (with the prior approval of, and on terms previously approved by, the Bond Trustee in writing) from time to time be appointed as such, and/or, if applicable, such other or further specified offices (in the former case being within the same place as those for which they are substituted) as may from time to time be nominated, in each case by the Issuer, and (except in the case of the initial appointments and specified offices made under and specified in the Conditions and/or the Agency Agreement, as the case may be) notice of whose appointment or, as the case may be, nomination has been given to the Bondholders pursuant to Clause 19.2(h) in accordance with Condition 14 (*Notices*);

Supplemental Bond Trust Deed means each supplemental bond trust deed executed by an Eligible Subsidiary in favour of the Bond Trustee entered into after the date of this Bond Trust Deed, substantially in the form of Schedule 11;

Talons means the talons appertaining to, and exchangeable in accordance with the provisions therein contained for further Coupons appertaining to, the Bonds in definitive form and includes any replacements for Talons issued pursuant to Condition 13 (*Replacement of Bonds and Coupons*);

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest);

Temporary Global Bond means the temporary global bond in respect of the Bonds to be issued pursuant to Clause 3.1 in the form or substantially in the form set out in Part 1 of Schedule 1;

the London Stock Exchange means the London Stock Exchange plc or any successor thereto;

these presents means this Bond Trust Deed and the Schedules and any trust deed supplemental hereto (including any Supplemental Bond Trust Deed) and the Schedules (if any) thereto and the Bonds, the Coupons and the Conditions, all as from time to time modified in accordance with the provisions herein or therein contained;

Trust Corporation means a corporation entitled by rules made under the Public Trustee Act 1906 or entitled pursuant to any other comparable legislation applicable to a trustee in any other jurisdiction to carry out the functions of a custodian trustee;

Trustee Acts means the Trustee Act 1925 and the Trustee Act 2000 of England and Wales;

UK Listing Authority means the Financial Conduct Authority in its capacity as competent authority under the Financial Services and Markets Act 2000;

Valuation means a Desk Top Valuation or a Full Valuation, as the case may be;

words denoting the singular shall include the plural and vice versa;

words denoting one gender only shall include the other genders; and

words denoting persons only shall include firms and corporations and vice versa.

- 1.2
- (a) All references in these presents to principal and/or premium and/or interest in respect of the Bonds or to any moneys payable by the Issuer under these presents shall be deemed to include, in the case of amounts of principal and/or premium payable, a reference to any specific redemption price (as defined in the relevant Conditions).
 - (b) All references in these presents to **Sterling, pounds** and **£** shall be construed as references to the lawful currency for the time being of the United Kingdom.
 - (c) All references in these presents to any statute or any provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment.
 - (d) All references in these presents to guarantees or to an obligation being guaranteed shall be deemed to include respectively references to indemnities or to an indemnity being given in respect thereof.
 - (e) All references in these presents to any action, remedy or method of proceeding for the enforcement of the rights of creditors shall be deemed to include, in respect of any jurisdiction other than England, references to such action, remedy or method of proceeding for the enforcement of the rights of creditors available or appropriate in such jurisdiction as shall most nearly approximate to such action, remedy or method of proceeding described or referred to in these presents.
 - (f) All references in these presents to taking proceedings against the Issuer and/or a Charging Subsidiary shall be deemed to include references to proving in the winding up of the Issuer and/or such Charging Subsidiary.
 - (g) Unless the context otherwise requires words or expressions used in these presents shall bear the same meanings as in the Companies Act 2006 and the Co-operative and Community Benefit Societies Act 2014, as the case may be, provided that, in the event of any inconsistency, the meanings given in the Co-operative and Community Benefit Societies Act 2014 shall prevail.
 - (h) In this Bond Trust Deed references to Schedules, Clauses, paragraphs and subparagraphs shall be construed as references to the Schedules to this Bond Trust

Deed and to the clauses, paragraphs and subparagraphs of this Bond Trust Deed respectively.

- (i) All references in these presents to any agreement or deed shall be deemed also to refer to any modification, amendment, novation or restatement thereof or any agreement or deed supplemental thereto.
- (j) In these presents tables of contents and clause headings are included for ease of reference and shall not affect the construction of these presents.
- (k) Any reference in these presents to a written notice, consent or approval being given by the Bond Trustee shall, for the avoidance of doubt, be deemed to include such notice, consent or approval being given by email.
- (l) All references in these presents to Bonds being **listed** or **having a listing** shall, in relation to the London Stock Exchange, be construed to mean that such Bonds have been admitted to the Official List by the UK Listing Authority and to trading on the London Stock Exchange's regulated market for listed securities and all references in these presents to **listing** or **listed** shall include references to **quotation** and **quoted**, respectively.
- (m) All references in these presents involving compliance by the Bond Trustee with a test of reasonableness shall be deemed to include a reference to a requirement that such reasonableness shall be determined by reference solely to the interests of the holders of the Bonds.
- (n) All references in these presents to the records of Euroclear and Clearstream, Luxembourg shall be to the records that each of Euroclear and Clearstream, Luxembourg holds for its customers which reflect the amount of such customers' interest in the Bonds.
- (o) All references in these presents to Euroclear and/or Clearstream, Luxembourg shall be deemed to include references to any other clearing system as is approved by the Bond Trustee.
- (p) Terms used but not otherwise defined in this Bond Trust Deed shall have the meanings given to such terms in the Conditions.

2. COVENANT TO REPAY AND TO PAY INTEREST ON THE BONDS

- 2.1 Subject to Clause 2.4, the aggregate principal amount of the Bonds is limited to £250,000,000.
- 2.2 The Issuer covenants with the Bond Trustee that it will, in accordance with these presents, on the due date for the final maturity of the Bonds provided for in the Conditions, or on such earlier date as the same or any part thereof may become due and repayable thereunder, pay or procure to be paid unconditionally to or to the order of the Bond Trustee in pounds Sterling in London in immediately available funds the principal amount of the Bonds repayable on that date and shall in the meantime and until such date (both before and after any judgment or other order of a court of competent jurisdiction) pay or procure to be paid unconditionally to or to the order of the Bond Trustee as aforesaid interest (which shall accrue from day to day) on the principal amount of the Bonds at the rate of 3.125 per cent. per annum payable semi-

annually in arrear in equal instalments on 30th April and 31st October in each year, the first such payment to be made on 30th April, 2018, PROVIDED THAT:

- (a) every payment of principal, premium or interest in respect of the Bonds to or to the account of the Principal Paying Agent in the manner provided in the Agency Agreement shall operate in satisfaction *pro tanto* of the relative covenant by the Issuer in this Clause except to the extent that there is default in the subsequent payment thereof in accordance with the Conditions to the Bondholders or Couponholders (as the case may be);
- (b) in any case where payment of principal is not made to the Bond Trustee or the Principal Paying Agent on or before the due date, interest shall continue to accrue on the principal amount of the Bonds (both before and after any judgment or other order of a court of competent jurisdiction) at the rate aforesaid (or, if higher, the rate of interest on judgment debts for the time being provided by English law) up to and including the date which the Bond Trustee determines to be the date on and after which payment is to be made to the Bondholders in respect thereof as stated in a notice given to the Bondholders in accordance with Condition 14 (*Notices*) (such date to be not later than 30 days after the day on which the whole of such principal amount, together with an amount equal to the interest which has accrued and is to accrue pursuant to this proviso up to and including that date, has been received by the Bond Trustee or the Principal Paying Agent); and
- (c) in any case where payment of the whole or any part of the principal amount of any Bond is improperly withheld or refused upon due presentation thereof (other than in circumstances contemplated by proviso (b) above) interest shall accrue on that principal amount payment of which has been so withheld or refused (both before and after any judgment or other order of a court of competent jurisdiction) at the rate aforesaid (or, if higher, the rate of interest on judgment debts for the time being provided by English law) from and including the date of such withholding or refusal up to and including the date on which, upon further presentation of the relevant Bond, payment of the full amount (including interest as aforesaid) in pounds Sterling payable in respect of such Bond is made or (if earlier) the seventh day after notice is given to the relevant Bondholder (in accordance with Condition 14 (*Notices*)) that the full amount (including interest as aforesaid) in pounds Sterling payable in respect of such Bond is available for payment, provided that, upon further presentation thereof being duly made, such payment is made.

The Bond Trustee will hold the benefit of this covenant on trust for the Bondholders and the Couponholders and itself in accordance with these presents.

BOND TRUSTEE'S REQUIREMENTS REGARDING PAYING AGENTS

2.3 At any time after an Event of Default shall have occurred and is continuing or the Bonds shall otherwise have become due and repayable or the Bond Trustee shall have received any money which it proposes to pay under Clause 15 to the Bondholders and/or Couponholders, the Bond Trustee may:

- (a) by notice in writing to the Issuer, the Principal Paying Agent, the other Paying Agents and the Account Bank require the Principal Paying Agent, the other Paying Agents and the Account Bank pursuant to the Agency Agreement and the Account Agreement, respectively:

- (i) to act thereafter as Principal Paying Agent, Paying Agents and Account Bank respectively of the Bond Trustee in relation to payments to be made by or on behalf of the Bond Trustee under the provisions of these presents *mutatis mutandis* on the terms provided in the Agency Agreement and the Account Agreement (with such consequential amendments as the Bond Trustee shall deem necessary) (save that the Bond Trustee's liability under any provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Paying Agents and the Account Bank shall be limited to the amounts for the time being held by the Bond Trustee on the trusts of these presents relating to the Bonds and available for such purpose) and thereafter to hold all Bonds and Coupons and all sums, documents and records held by them in respect of Bonds and Coupons on behalf of the Bond Trustee; and/or
 - (ii) to deliver up all Bonds and Coupons and all sums, documents and records held by them in respect of Bonds and Coupons to the Bond Trustee or as the Bond Trustee shall direct in such notice provided that such notice shall be deemed not to apply to any documents or records which the relevant Paying Agent or Account Bank is obliged not to release by any law or regulation; and/or
- (b) by notice in writing to the Issuer require it to make all subsequent payments in respect of the Bonds and Coupons to or to the order of the Bond Trustee and not to the Principal Paying Agent; with effect from the issue of any such notice to the Issuer and until such notice is withdrawn proviso (a) to Clause 2.2 of this Clause relating to the Bonds shall cease to have effect.

FURTHER ISSUES

- 2.4
- (a) The Issuer shall be at liberty from time to time (but subject always to the provisions of these presents) without the consent of the Bondholders or Couponholders to create and issue further bonds ranking *pari passu* in all respects (or in all respects save for the first payment of interest thereon), secured on the same assets and so that the same shall be consolidated and form a single series with the Bonds.
 - (b) Any further bonds which are to be created and issued pursuant to the provisions of Clause 2.4(a) above shall be constituted by a trust deed supplemental to this Bond Trust Deed. In any such case the Issuer shall prior to the issue of any further bonds to be so constituted:
 - (i) execute and deliver to the Bond Trustee a trust deed supplemental to this Bond Trust Deed (in relation to which all applicable stamp duties or other documentation fees, duties or taxes have been paid and, if applicable, duly stamped or denoted accordingly) containing a covenant by the Issuer in the form *mutatis mutandis* of Clause 2.2 in relation to the principal, premium (if any) and interest in respect of such further bonds and such other provisions (whether or not corresponding to any of the provisions contained in this Bond Trust Deed) as the Bond Trustee shall require including making such consequential modifications to this Bond Trust Deed as the Bond Trustee shall require in order to give effect to such issue of further bonds;
 - (ii) deliver to the Bond Trustee a certificate signed by two Authorised Signatories of the Issuer which states that there is no Event of Default or Potential Event

of Default which has occurred and is continuing and there will not be any Event of Default or Potential Event of Default which arises as a result of the further issue of bonds; and

- (iii) deliver to the Bond Trustee a certificate signed by two Authorised Signatories of the Issuer which states that the Issuer will have complied with all the restrictions and other provisions contained in these presents both before and immediately following the making of the further issue.
- (c) A memorandum of every such supplemental bond trust deed shall be endorsed by the Bond Trustee on this Bond Trust Deed and by the Issuer on its duplicate of this Bond Trust Deed.
- (d) Whenever it is proposed to create and issue any further bonds the Issuer shall give to the Bond Trustee not less than 14 days' notice in writing of its intention so to do stating the amount of further bonds proposed to be created and issued.

3. FORM AND ISSUE OF BONDS AND COUPONS

- 3.1 The Bonds shall be represented initially by the Temporary Global Bond which the Issuer shall issue to a common safekeeper for both Euroclear and Clearstream, Luxembourg on terms that such common safekeeper shall hold the same for the account of the persons who would otherwise be entitled to receive the Bonds in definitive form (**Definitive Bonds**) and the successors in title to such persons as appearing in the records of Euroclear and Clearstream, Luxembourg for the time being.
- 3.2 The Temporary Global Bond shall be printed or typed in the form or substantially in the form set out in Part 1 of Schedule 1 and may be a facsimile. The Temporary Global Bond shall be in the aggregate principal amount of £250,000,000 and shall be signed manually or in facsimile by an Authorised Signatory of the Issuer on behalf of the Issuer and shall be authenticated by or on behalf of the Principal Paying Agent and be effectuated by the common safekeeper acting on the instructions of the Principal Paying Agent. The Temporary Global Bond so executed and authenticated shall be a binding and valid obligation of the Issuer and title thereto shall pass by delivery.
- 3.3 The Issuer shall issue the Permanent Global Bond in exchange for the Temporary Global Bond in accordance with the provisions of the Temporary Global Bond. The Permanent Global Bond shall be printed or typed in the form or substantially in the form set out in Part 2 of Schedule 1 and may be a facsimile. The Permanent Global Bond shall be in the aggregate principal amount of up to £250,000,000 and shall be signed manually or in facsimile by an Authorised Signatory of the Issuer on behalf of the Issuer and shall be authenticated by or on behalf of the Principal Paying Agent and be effectuated by the common safekeeper acting on the instructions of the Principal Paying Agent. The Permanent Global Bond so executed and authenticated shall be a binding and valid obligation of the Issuer and title thereto shall pass by delivery.
- 3.4 The Issuer shall issue the Definitive Bonds (together with the unmatured Coupons attached) in exchange for the Permanent Global Bond in accordance with the provisions of the Permanent Global Bond.
- 3.5 The Definitive Bonds and the Coupons shall be in the respective forms or substantially in the respective forms set out in Schedule 2 and the Definitive Bonds shall be issued in the denomination of £100,000 and integral multiples of £1,000 in excess thereof up to and

including £199,000 and shall be endorsed with the Conditions. Title to the Definitive Bonds and the Coupons shall pass by delivery.

- 3.6 The Definitive Bonds shall be signed manually or in facsimile by two Authorised Signatories of the Issuer on behalf of the Issuer and shall be authenticated by or on behalf of the Principal Paying Agent. The Coupons shall not be signed or authenticated.
- 3.7 The Issuer may use the facsimile signature of any person who at the date such signature is affixed is a person duly authorised by the Issuer or is an Authorised Signatory of the Issuer as referred to in Clauses 3.2, 3.3 and 3.6 above notwithstanding that at the time of issue of the Temporary Global Bond, the Permanent Global Bond or any of the Definitive Bonds, as the case may be, he may have ceased for any reason to be so authorised or to be the holder of such office. The Definitive Bonds so signed and authenticated, and the Coupons, upon execution and authentication of the relevant Definitive Bonds, shall be binding and valid obligations of the Issuer.
- 3.8 Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Bond Trustee, the Principal Paying Agent and any other Paying Agent (notwithstanding any notice to the contrary and whether or not it is overdue and notwithstanding any notation of ownership or writing thereon or notice of any previous loss or theft thereof) may (i) for the purpose of making payment thereon or on account thereof deem and treat the bearer of any Global Bond, Definitive Bond, Coupon or Talon, as the absolute owner thereof and of all rights thereunder free from all encumbrances, and shall not be required to obtain proof of such ownership or as to the identity of the bearer and (ii) for all other purposes deem and treat:
- (a) the bearer of any Definitive Bond, Coupon or Talon; and
 - (b) each person for the time being shown in the records of Euroclear or Clearstream, Luxembourg,

as the absolute owner thereof free from all encumbrances and shall not be required to obtain proof of such ownership or as to the identity of the bearer of any Global Bond, Definitive Bond, Coupon or Talon.

- 3.9 Without prejudice to the provisions of Clause 21(v), the Bond Trustee may call for and, except in the case of manifest error, shall be at liberty to accept and place full reliance on as sufficient evidence thereof a letter of confirmation issued on behalf of Euroclear or Clearstream, Luxembourg or any form of record made by either of them or such other evidence and/or information and/or certification as it shall, in its absolute discretion, think fit to the effect that at any particular time or throughout any particular period any particular person is, was, or will be, shown in its records as the holder of a particular principal amount of Bonds represented by a Global Bond and if it does so rely, such letter of confirmation, form of record, evidence, information or certification shall be conclusive and binding on all concerned.

4. SECURITY

- 4.1 The Bonds are secured pursuant to, and in accordance with, these presents and the Security Documents.

- 4.2 The Issuer with full title guarantee for the payment or discharge of the Secured Obligations hereby:
- (a) charges by way of first fixed charge all moneys from time to time standing to the credit of the Charged Account and all debts represented thereby;
 - (b) assigns absolutely by way of security the Issuer's rights, title and interest arising under the Agency Agreement and the Account Agreement, in each case to the extent they relate to the Bonds; and
 - (c) charges by way of first fixed charge all sums held from time to time by the Paying Agents for the payment of principal, premium or interest in respect of the Bonds,

in each case on terms that the Bond Trustee shall hold the proceeds of such security for itself and on trust for the 2047 Bond Beneficiaries, subject to the provisions of, and the order of priority provided for in, Clause 15,

PROVIDED ALWAYS that, unless and until an Event of Default has occurred and is continuing (but subject to the terms of the Transaction Documents), the Issuer shall be entitled to exercise all its rights and claims under or in connection with the agreements referred to in paragraph (b) above.

- 4.3 Prior to the enforcement of the Security constituted by or created pursuant to these presents, the Bond Trustee shall have no obligation to sell, liquidate or otherwise realise the Non-Property Security Assets. Notwithstanding the foregoing, the Bond Trustee undertakes to release at the expense of the Issuer from the Security created by and pursuant to these presents the Non-Property Security Assets (or the relevant part thereof) against the payment to or to the order of the Bond Trustee of the net proceeds of any sale or realisation of the Non-Property Security Assets (or such part thereof) if the Issuer or any other person acting on behalf of the Issuer is, pursuant to and in accordance with these presents, selling, liquidating or otherwise realising the Non-Property Security Assets in order to (and only to the extent necessary to do so) make payments in respect of the Bonds and all other payments (if any) due from the Issuer under these presents and any other Transaction Document.
- 4.4 If, for any reason, the purported assignment by way of security or charge of any of the Non-Property Security Assets is found to be ineffective, the Issuer will hold the benefit of such Non-Property Security Assets and any sums received in respect of such Non-Property Security Assets or any security interest, guarantee or indemnity or undertaking of whatever nature given to secure the Non-Property Security Assets on trust for the Bond Trustee until such time as the Secured Obligations are fully paid and discharged and will (a) account to the Bond Trustee for or otherwise apply all such sums as the Bond Trustee may direct, (b) exercise any rights it may have in respect of the Non-Property Security Assets at the direction of the Bond Trustee and (c) at its own cost take such action and execute such documents in connection with the foregoing as the Bond Trustee may in its sole discretion require.
- 4.5 Subject as provided in Clause 4.2, the Issuer shall, promptly after a request by the Bond Trustee, serve notice on any person referred to in Clause 4.2 upon whom the Issuer can be required to serve notice pursuant thereto, in such form as the Bond Trustee may require.
- 4.6 The Bond Trustee shall not be responsible for, nor shall it have any liability with respect to, any loss or theft of the Non-Property Security Assets and shall not be obliged to insure or to procure the insurance of the Non-Property Security Assets and shall have no responsibility or liability arising from the fact that the Non-Property Security Assets are registered in its name

or held by it or on its behalf by any bank or custodian whether selected by the Issuer or by the Bond Trustee.

- 4.7 The Security constituted by Clause 4.2 shall become enforceable upon (i) the Bonds becoming due and repayable pursuant to Condition 12 (*Events of Default and Enforcement*) or (ii) any failure for any reason of the Issuer to redeem or repay the Bonds in full after having become obliged to do so pursuant to Condition 9.2 (*Redemption and Purchase – Redemption for Taxation Reasons*), Condition 9.3 (*Redemption and Purchase – Early Redemption at the Option of the Issuer*) or Condition 9.4 (*Redemption and Purchase – Mandatory Early Redemption*).
- 4.8 At any time after all or part of the Security constituted hereunder or pursuant hereto shall have become enforceable in accordance with Clause 4.7, the Bond Trustee may in its discretion and shall, if so requested in writing by the holders of at least 25 per cent. in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution but without any liability as to the consequence of such action and without having regard to the effect of such action on individual Bondholders or Couponholders or any other Secured Party, take possession of the Non-Property Security Assets or the relevant part thereof and may at the like discretion sell, call in, collect and convert into money, and enforce any rights it may have in respect of, the Non-Property Security Assets or the relevant part thereof in such manner and upon such terms as the Bond Trustee shall think fit and so that the power of sale conferred by Section 101 of the Law of Property Act 1925 (but free from the restrictions imposed by Sections 93 and 103 of such Act) shall apply and have effect on the basis that these presents constitute a mortgage within the meaning of that Act and the Bond Trustee is a mortgagee exercising the power of sale conferred upon mortgagees by that Act, provided always that the Bond Trustee shall not be required to take any action without first being indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing and subject as provided in Condition 12.2 (*Events of Default and Enforcement - Enforcement*).
- 4.9 Upon any such sale, calling in, collection, conversion or enforcement as aforesaid and upon any other dealing or transaction under the provisions contained in these presents, the receipt by the Bond Trustee of the purchase money for the assets sold and for any other moneys paid to it shall effectually discharge the purchaser or other person paying the same and such purchaser or other person shall not be responsible for the application of such moneys.
- 4.10 The Bond Trustee may raise and borrow money on the security of the Non-Property Security Assets or any part thereof for the purpose of defraying any moneys, costs, charges, losses and expenses paid or incurred by it (including, without limitation, any registration taxes or any similar charges payable in connection with enforcement of the security created by these presents, the costs of realisation of any security and the remuneration of the Bond Trustee) or in the exercise of any of the powers contained in these presents. The Bond Trustee may raise and borrow such money at such rate of interest and generally on such terms and conditions as it shall think fit and may secure the repayment of the money so raised or borrowed with interest on the same by mortgaging or otherwise charging the Non-Property Security Assets or any part thereof and either in priority to the security constituted by or pursuant to these presents or otherwise generally in such manner and form as the Bond Trustee shall think fit and for such purposes may execute and do all such assurances, acts and things as it shall think fit.
- 4.11 The Issuer by way of security irrevocably appoints the Bond Trustee and every Receiver of the Non-Property Security Assets or any part thereof appointed pursuant to these presents to

be its attorney severally on its behalf and in its name to execute and to do any assurances, acts and things which the Issuer ought to execute or do under the covenants and provisions contained in these presents and generally on its behalf and in its name to exercise all or any of the powers, authorities or discretions conferred by or pursuant to these presents or otherwise on the Bond Trustee or any such Receiver. The Issuer hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause.

- 4.12 None of the Bond Trustee, any Receiver and any Appointee shall by reason of taking possession of any Non-Property Security Assets or any part thereof or any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever be liable to account for anything except actual receipts or be liable for any loss or damage arising from realisation of, or enforcement of rights in respect of, the Non-Property Security Assets or any part thereof or from any act, default or omission in relation to the Non-Property Security Assets or any part thereof or from any exercise or non exercise by it of any power, authority or discretion conferred upon it in relation to the Non-Property Security Assets or any part thereof by or pursuant to these presents or otherwise unless such loss or damage shall be caused by its own gross negligence, wilful default or fraud.
- 4.13 The powers conferred by these presents in relation to the Non-Property Security Assets or any part thereof on the Bond Trustee or on any Receiver of such property or any part thereof shall be in addition to and not in substitution for the powers conferred on mortgagees or receivers under the Law of Property Act 1925 and where there is any ambiguity or conflict between the powers contained in such Act and those conferred by these presents the terms of these presents shall prevail.
- 4.14 No person dealing with the Bond Trustee or with any Receiver of the Non-Property Security Assets or any part thereof appointed by the Bond Trustee shall be concerned to enquire whether any event has happened upon which any of the powers, authorities and discretions conferred by or pursuant to these presents in relation to such property or such part thereof are or may be exercisable by the Bond Trustee or by any such Receiver or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers, authorities or discretions and all the protections to purchasers contained in Sections 104 to 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Bond Trustee or any such Receiver in like manner as if the statutory powers of sale and of appointing a Receiver in relation to the Non-Property Security Assets had not been varied or extended by these presents.
- 4.15 Without prejudice to the generality of Clause 4.2, the Security contained in or granted pursuant to these presents shall remain in force as continuing security for the Secured Parties and will extend to the ultimate balance of the Secured Obligations notwithstanding any intermediate payment or discharge in whole or in part or any settlement of account or the existence at any time of a credit balance on any current or other account or any other act, event or matter whatsoever.
- 4.16 Where any discharge (whether in respect of the obligations of the Issuer or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of the Issuer under these presents shall continue as if the discharge or arrangement had not occurred. The Bond

Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

- 4.17 The Issuer waives any right it may have of first requiring the Bond Trustee or any other Secured Party (or any person on its behalf) to proceed against or enforce any other rights or security or claim payment from any other person before enforcing the security constituted by these presents.
- 4.18 The security constituted by these presents is in addition to and is not in any way prejudiced by any other guarantee or security now or hereafter held by the Bond Trustee or any of the other Secured Parties.
- 4.19 The Bond Trustee hereby declares itself trustee of all the Security made or given or to be made or given under or pursuant to these presents on trust for itself and the Bondholders, the Couponholders and the other Secured Parties in respect of the Secured Obligations owed to each of them respectively upon and subject to the terms and conditions of these presents.
- 4.20 The Issuer shall at its own expense execute and do all such assurances, acts and things as the Bond Trustee may require for perfecting or protecting the security intended to be created by it by or pursuant to these presents over the Non-Property Security Assets or any part thereof or for facilitating the realisation of, or enforcement of rights in respect of, the Non-Property Security Assets or any part thereof and the exercise of all powers, authorities and discretions vested in the Bond Trustee or any Receiver of the Non-Property Security Assets or any part thereof or in any delegate or sub-delegate thereof. To that intent, the Issuer shall in particular execute all transfers, conveyances, assignments and assurances of such property whether to the Bond Trustee or to its nominees and give all notices, orders and directions and make all registrations which the Bond Trustee (acting reasonably) may think expedient. A certificate from the Bond Trustee to the effect that a particular action is required by it shall be conclusive evidence of that fact.
- 4.21 Without prejudice to the generality of Clause 4.20, the Issuer will forthwith at the request of the Bond Trustee execute a legal mortgage, charge or assignment over all or any of the Security Assets subject to or intended to be subject to any fixed security hereby created by it in favour of the Bond Trustee in such form as the Bond Trustee may require.

5. ADMISSION AND RELEASE OF CHARGING SUBSIDIARIES

- 5.1 Any Eligible Subsidiary may become a Charging Subsidiary for the purpose of these presents by entering into a Supplemental Bond Trust Deed and creating security in favour of the Security Trustee for the benefit of itself and the Bond Beneficiaries pursuant to the Security Documents.
- 5.2 The Issuer and each Charging Subsidiary shall be deemed to have consented (a) to the admission of any Eligible Subsidiary as an additional Charging Subsidiary by virtue of the granting of security over Security Assets or (b) to the release of any Charging Subsidiary by virtue of the release of any security over Security Assets given by such Charging Subsidiary and it shall not be necessary for the Issuer or any other Charging Subsidiary to concur in or consent to any deed admitting or releasing any Charging Subsidiary.
- 5.3 In the event that any Charging Subsidiary ceases to provide any Security by reason of the release of all Security provided by such Charging Subsidiary, pursuant to, and in accordance with the Security Documents, then such Charging Subsidiary shall be automatically released from all its obligations pursuant to these presents without the need for any further formalities,

provided however that the Issuer shall notify the Bond Trustee as soon as possible of such release.

6. FEES, DUTIES AND TAXES

The Issuer will pay any stamp, issue, registration, documentary and other fees, duties and taxes, including interest and penalties, payable in any relevant jurisdiction on or in connection with (a) the execution and delivery of these presents, (b) the constitution and issue of the Bonds and the Coupons and (c) any action taken by or on behalf of the Bond Trustee or (where permitted under these presents so to do) any Bondholder or Couponholder to enforce, or to resolve any doubt concerning, or for any other purpose in relation to, these presents.

7. COVENANT OF COMPLIANCE

The Issuer and each Charging Subsidiary covenants with the Bond Trustee that it will comply with and perform and observe all the provisions of these presents which are expressed to be binding on it. The Conditions shall be binding on the Issuer, the Charging Subsidiaries, the Bondholders and the Couponholders. The Bond Trustee shall be entitled to enforce the obligations of the Issuer and the Charging Subsidiaries under the Bonds and the Coupons as if the same were set out and contained in the trust deeds constituting the same, which shall be read and construed as one document with the Bonds and the Coupons. The Bond Trustee will hold the benefit of this covenant upon trust for itself and the Bondholders and the Couponholders according to its and their respective interests.

8. CANCELLATION OF BONDS AND RECORDS

8.1 The Issuer shall procure that all Bonds (a) redeemed or (b) purchased and surrendered for cancellation by or on behalf of the Issuer or any of its Subsidiaries (including, without limitation, any Charging Subsidiary) or (c) which, being mutilated or defaced, have been surrendered and replaced pursuant to Condition 13 (*Replacement of Bonds and Coupons*) or (d) exchanged as provided in these presents or (e) in the case of Retained Bonds (and any other Bonds held by or on behalf of the Issuer), elected or required to be cancelled in accordance with Condition 9.7 (*Cancellations*), and all Coupons paid in accordance with the Conditions or which, being mutilated or defaced, have been surrendered and replaced pursuant to Condition 13 (*Replacement of Bonds and Coupons*) and all Talons exchanged in accordance with the Conditions for further Coupons shall forthwith be cancelled by or on behalf of the Issuer and a certificate stating:

- (a) the aggregate principal amount of Bonds which have been redeemed and the aggregate amounts in respect of Coupons which have been paid;
- (b) the serial numbers of such Bonds in definitive form;
- (c) the total numbers (where applicable, of each denomination) by maturity date of such Coupons;
- (d) the aggregate amount of interest paid (and the due dates of such payments) on Global Bonds;
- (e) the aggregate principal amount of Bonds (if any) which have been purchased by or on behalf of the Issuer or any of its Subsidiaries (including, without limitation, any Charging Subsidiary) and cancelled, the aggregate principal amount of any Retained Bonds which have been cancelled (subject to delivery of the Bonds to the Principal

Paying Agent) and the serial numbers of such Bonds in definitive form and the total number (where applicable, of each denomination) by maturity date of the Coupons attached thereto or surrendered therewith;

- (f) the aggregate principal amount of Bonds and the aggregate amount in respect of Coupons which have been so exchanged or surrendered and replaced and the serial numbers of such Bonds in definitive form and the total number (where applicable, of each denomination) by maturity date of such Coupons;
- (g) the total number (where applicable, of each denomination) by maturity date of Talons which have been exchanged for further Coupons; and
- (h) the total number by maturity date of unmatured Coupons missing from Bonds in definitive form which have been redeemed or surrendered and replaced and the serial numbers of the Bonds in definitive form to which the missing unmatured Coupons appertained,

shall be given to the Bond Trustee by or on behalf of the Issuer as soon as possible and in any event within four months after the date of any such redemption, purchase and cancellation, payment, exchange or replacement (as the case may be). The Bond Trustee may accept such certificate as conclusive evidence of redemption, purchase and cancellation, exchange or replacement *pro tanto* of the Bonds or payment of interest thereon or exchange of the Talons respectively and of cancellation of the relative Bonds and Coupons.

- 8.2 The Issuer shall procure (a) that the Principal Paying Agent shall keep a full and complete record of all Bonds and Coupons (other than serial numbers of Coupons) and of their redemption, purchase by or on behalf of the Issuer or any of its Subsidiaries (including, without limitation, any Charging Subsidiary) and cancellation, payment or exchange (as the case may be) and of all replacement bonds or coupons or talons issued in substitution for lost, stolen, mutilated, defaced or destroyed Bonds or Coupons, (b) that such records shall be made available to the Bond Trustee at all reasonable times and (c) that, for so long as the Bonds are represented by one or both Global Bonds and such Global Bond(s) is/are held on behalf of Euroclear and Clearstream, Luxembourg, the Principal Paying Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect all matters in respect of the Bonds.

9. ASSET COVER COVENANT

The Issuer shall procure, for so long as any of the Bonds remains outstanding, that at all times the sum of:

- (a) the Minimum Value of the Charged Properties; and
- (b) the Charged Cash,

will not be less than the aggregate principal amount of the Bonds outstanding (excluding, for this purpose, any Retained Bonds held by or on behalf of the Issuer).

10. ADDITION, SUBSTITUTION AND RELEASE OF CHARGED PROPERTIES AND CHARGED CASH

10.1 Bond Trustee to act as Representative

The Bond Trustee shall act as Representative for and on behalf of the 2047 Bond Beneficiaries pursuant to the Security Trust Deed. In its capacity as Representative, the Bond Trustee shall be authorised on behalf of the 2047 Bond Beneficiaries to take such action or direct the Security Trustee to take such action pursuant to the Security Trust Deed in its discretion but subject always to the provisions of these presents and, in particular but without limitation, this Clause 10.

10.2 Addition of New Charged Properties

At the request and expense of the Issuer, the Issuer may (i) charge, and procure that any Charging Subsidiary charges, additional properties pursuant to the Security Documents and/or (ii) allocate, and procure that any Charging Subsidiary allocates, such additional properties as Charged Properties (the **New Additional Properties**) for the benefit of the 2047 Bond Beneficiaries (and the Bond Trustee, in its capacity as Representative, shall consent (without requiring the consent or sanction of the Bondholders or any other Secured Party) to such charging and/or allocation and execute an amended apportionment certificate substantially in the form set out in the Security Trust Deed (an **Apportionment Certificate**) to reflect the same) subject to:

- (a) the delivery by the Issuer or the relevant Charging Subsidiary to the Security Trustee of the condition precedent documents specified in Schedule 2 to the Security Trust Deed in a form satisfactory to the Security Trustee in respect of the charging of such New Additional Properties; and
- (b) the delivery by the Issuer to the Bond Trustee of:
 - (i) a completed New Property Approval Certificate certifying that, *inter alia*, the New Additional Properties are residential properties of a type and nature that are usually owned by Registered Providers of Social Housing; and
 - (ii) a Full Valuation in relation to the New Additional Properties prepared by the Valuer dated no earlier than three months prior to the date on which the New Additional Properties are to be/were charged.

10.3 Substitution of Charged Properties

At the request and expense of the Issuer, the Issuer or any Charging Subsidiary may substitute any one or more Charged Properties (the **Substitute Properties**) with other Properties (the **New Substitute Properties**) (and the Bond Trustee, in its capacity as Representative, shall consent (without requiring the consent or sanction of the Bondholders or any other Secured Party) to such substitution and execute an amended Apportionment Certificate to reflect the same) subject to:

- (a) the delivery by the Issuer or the relevant Charging Subsidiary to the Security Trustee of the condition precedent documents specified in Schedule 2 to the Security Trust Deed in a form satisfactory to the Security Trustee in respect of the charging of such New Substitute Properties; and

- (b) the delivery by the Issuer to the Bond Trustee of:
 - (i) a completed Substitute Property Certificate certifying, *inter alia*, that (x) the New Substitute Properties are residential properties of a type and nature that is usually owned by Registered Providers of Social Housing, (y) the Issuer is (as at the date of the Substitute Property Certificate) in compliance with the Asset Cover Test and that, immediately following the substitution, the Issuer will be in compliance with the Asset Cover Test and (z) no Event of Default or Potential Event of Default has occurred and is continuing; and
 - (ii) a Full Valuation in relation to the New Substitute Properties and the Substitute Properties prepared by the Valuer dated no earlier than three months prior to the date on which the New Substitute Properties are to be/were charged;

10.4 Release and/or Reallocation of Charged Properties

At the request and expense of the Issuer, the Issuer or any Charging Subsidiary may withdraw or reallocate any one or more Charged Properties from the Security Assets (and the Bond Trustee, in its capacity as Representative, shall consent (without requiring the consent or sanction of the Bondholders or any other Secured Party) to such withdrawal or reallocation and execute an amended Apportionment Certificate to reflect the same), provided that the Issuer delivers to the Bond Trustee a completed Property Release/Reallocation Certificate certifying that (a) the Issuer is (as at the date of the Property Release/Reallocation Certificate) in compliance with the Asset Cover Test and that, immediately following such release, the Issuer will be in compliance with the Asset Cover Test and (b) no Event of Default or Potential Event of Default has occurred and is continuing.

10.5 Statutory Disposals

The Issuer or any Charging Subsidiary shall have the right to withdraw Charged Properties from the Security Assets pursuant to any Statutory Disposal without the need for the consent of the Security Trustee or the Bond Trustee (in its capacity as Representative), provided however that the Issuer and, in circumstances where a Charging Subsidiary is withdrawing one or more Charged Properties from the Security Assets pursuant to a Statutory Disposal, the relevant Charging Subsidiary shall deliver to the Bond Trustee, as soon as reasonably practicable after the Issuer or the relevant Charging Subsidiary, as applicable, has received notice of such Statutory Disposal, a completed Statutory Disposal Certificate, certifying that the relevant withdrawal relates to a Statutory Disposal.

Without prejudice to the aforementioned right to withdraw Charged Property from the Security Assets pursuant to any Statutory Disposal, the Issuer covenants that, if following such withdrawal the Issuer will no longer be in compliance with the Asset Cover Test, as soon as practicable thereafter (and, in any event, prior to the expiry of the applicable grace period in Condition 12.1(c) (*Events of Default*)), it shall (or shall procure that a Charging Subsidiary shall) charge and/or allocate additional properties as Charged Properties pursuant to Clause 10.2 and/or it shall deposit money into the Charged Account pursuant to Clause 10.6 in an aggregate amount sufficient to ensure that the Issuer will be in compliance with the Asset Cover Test.

10.6 Charged Cash

The Issuer may, at any time, deposit money into the Charged Account to ensure compliance with the Asset Cover Test. The Issuer may only withdraw Charged Cash from the Charged Account if:

- (a) it is, at the relevant time, in compliance with the Asset Cover Test and no Event of Default or Potential Event of Default has occurred and is continuing; and
- (b) either:
 - (i) such Charged Cash is to be applied by the Issuer in the acquisition of a property which is to be charged pursuant to the Security Documents and allocated for the benefit of the 2047 Bond Beneficiaries and, immediately following the acquisition, charging and allocation of such property, the Issuer will be in compliance with the Asset Cover Test; or
 - (ii) such Charged Cash is to be used for any other purpose permitted by its Rules and, immediately following the withdrawal, the Issuer will be in compliance with the Asset Cover Test.

For the purposes of these presents, the Bond Trustee may call for and shall be at liberty to accept a certificate signed by any two Authorised Signatories of the Issuer (including, for the avoidance of doubt, a Compliance Certificate), as sufficient evidence that (a) the Issuer is, at the relevant time, in compliance with the Asset Cover Test and that no Event of Default or Potential Event of Default has occurred and is continuing and/or (b) the requirements of (i) or (ii) above, as the case may be, are met.

11. VALUATIONS

11.1 Full Valuations

- (a) Subject to Clause 11.1(b) below, the Issuer shall deliver a Full Valuation to the Bond Trustee at least once in every period of five calendar years in accordance with Clause 11.1(b).
- (b) The first Full Valuation must be delivered in the period between 31st October, 2022 and the date falling 60 days thereafter (or within the same period in any prior calendar year) and, unless the Bond Trustee agrees otherwise, in the period between 31st October and the date falling 60 days after 31st October in each year that such Full Valuation is required to be delivered.
- (c) The Issuer may at any time deliver a Full Valuation to the Bond Trustee for the purposes of Clause 10.3.

11.2 Desk Top Valuations

The Issuer shall deliver to the Bond Trustee a Desk Top Valuation in the period between 31st October and the date falling 120 days thereafter in each year (beginning in 2018) other than a year in respect of which a Full Valuation is required to be delivered under Clause 11.1(a).

11.3 Preparation and Form of Valuations

- (a) The Issuer and each Charging Subsidiary shall give the relevant Valuers all reasonable assistance to enable them to carry out a Valuation of all the Charged Properties and permit them such access to the Charged Properties and the records and accounts of the Issuer or such Charging Subsidiary, as the case may be, as they reasonably require.
- (b) Each Charging Subsidiary shall give the Issuer all reasonable assistance for the preparation and delivery of such Valuations.
- (c) Each Valuation shall set out in reasonable detail the Value of the Charged Properties as at a date no more than 90 days prior to the date of delivery of the Valuation.
- (d) All Valuations shall be at the expense of the Issuer (including, without limitation, the Valuers' fees and VAT thereon).

11.4 Designation of MV-ST Charged Properties

For the avoidance of doubt, the Charged Properties shall be treated as EUV-SH Charged Properties for the purpose of determining the Minimum Value unless and until a Value, determined on the basis of MV-ST, is given by a Valuer in respect of such Charged Properties and the Valuer has confirmed that it has reviewed a Certificate of Title in respect of each such Charged Property certifying that it may be disposed of by the Issuer or the relevant Charging Subsidiary on an unfettered basis (meaning subject to any existing tenancies but otherwise with vacant possession and not subject to any security interest, option or other encumbrance or to any restriction preventing its sale to, or use by, any person for residential use).

12. CERTIFICATES AND REPORTS BY AUDITORS, VALUERS AND OTHER EXPERTS

Any certificate or report given by the Auditors, Valuers or other experts approved by the Bond Trustee (including, without limitation, in relation to the Asset Cover Test) at any particular time under any provision of these presents shall (in the absence of manifest error) be conclusive and binding for all the purposes of these presents on the Issuer, the Charging Subsidiaries, the Bond Trustee, the Bondholders and all other persons.

13. ENFORCEMENT

- 13.1 The Bond Trustee may at any time, at its discretion and without notice, take such proceedings and/or other steps or action (including lodging an appeal in any proceedings) as it may think fit against or in relation to the Issuer or any Charging Subsidiary to enforce its obligations under these presents or otherwise.
- 13.2 Proof that as regards any specified Bond or Coupon the Issuer has made default in paying any amount due in respect of such Bond or Coupon shall (unless the contrary be proved) be sufficient evidence that the same default has been made as regards all other Bonds or Coupons (as the case may be) in respect of which the relevant amount is due and payable.

14. ACTION, PROCEEDINGS AND INDEMNIFICATION

- 14.1 The Bond Trustee shall not be bound to take any action in relation to these presents (including but not limited to the giving of any notice pursuant to Condition 12 (*Events of Default and Enforcement*) or the taking of any proceedings and/or other steps or action mentioned in

Clause 13.1) unless respectively directed or requested to do so (a) by an Extraordinary Resolution or (b) in writing by the holders of at least 25 per cent. in principal amount of the Bonds then outstanding and in either case then only if it shall be indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may render itself liable or which it may incur by so doing.

- 14.2 The Bond Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction. Furthermore, the Bond Trustee may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to take the relevant action in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.
- 14.3 Only the Bond Trustee may enforce the provisions of these presents. No Bondholder, Couponholder or any other Secured Party (other than the Bond Trustee) shall be entitled (i) to take any steps or action against the Issuer or any Charging Subsidiary to enforce the performance of any of the provisions of these presents or any of the other Transaction Documents; (ii) to take any steps or action against the Issuer or any Charging Subsidiary (or direct the Security Trustee to take any steps or action against the Issuer or any Charging Subsidiary) to enforce the performance of any of the provisions of the Security Documents or (iii) to take any other action (including lodging an appeal in any proceedings) in respect of or concerning the Issuer or any Charging Subsidiary, in each case unless the Bond Trustee having become bound as aforesaid to take any such steps, action, or proceedings fails or neglects to do so within a reasonable period and such failure is continuing.

15. APPLICATION OF MONEYS

All moneys received by the Bond Trustee under these presents shall be held by the Bond Trustee upon trust to apply them (subject to Clause 17) in accordance with Condition 4.2 (*Security – Post-enforcement*).

Without prejudice to this Clause 15, if the Bond Trustee holds any moneys which represent principal, premium or interest in respect of Bonds which have become void or in respect of which claims have been prescribed under Condition 11 (*Prescription*), the Bond Trustee will hold such moneys on the above trusts.

16. NOTICE OF PAYMENTS

The Bond Trustee shall, subject to being indemnified and/or secured and/or prefunded to its satisfaction, give notice to the Bondholders in accordance with Condition 14 (*Notices*) of the day fixed for any payment to them under Clause 15. Such payment may be made in accordance with Condition 8 (*Payments and Exchanges of Talons*) and any payment so made shall be a good discharge to the Bond Trustee.

17. INVESTMENT BY BOND TRUSTEE

- 17.1 The Bond Trustee may at its discretion and pending payment invest moneys at any time available for the payment of principal, premium and/or interest on the Bonds in some or one of the investments hereinafter authorised for such periods as it may consider expedient with power from time to time at the like discretion to vary such investments and to accumulate such investments and the resulting interest and other income derived therefrom. The

accumulated investments and the resulting interest and other income derived therefrom shall be applied first in payment or satisfaction of all amounts then due and unpaid under Clause 20 to the Bond Trustee and/or any Appointee and otherwise held for the benefit of and paid to the Bondholders or the holders of the related Coupons, as the case may be.

- 17.2 Any moneys which under the trusts of these presents ought to or may be invested by the Bond Trustee may be invested in the name or under the control of the Bond Trustee in any investments or other assets in any part of the world whether or not they produce income or by placing the same on deposit in the name or under the control of the Bond Trustee at such bank or other financial institution and in such currency as the Bond Trustee may think fit. If that bank or institution is the Bond Trustee or a subsidiary, holding or associated company of the Bond Trustee, it need only account for an amount of interest equal to the amount of interest which would, at then current rates, be payable by it on such a deposit to an independent customer. The Bond Trustee may at any time vary any such investments for or into other investments or convert any moneys so deposited into any other currency and shall not be responsible for any loss resulting from any such investments or deposits, whether due to depreciation in value, fluctuations in exchange rates or otherwise.

18. PARTIAL PAYMENTS

Upon any payment under Clause 15 (other than payment in full against surrender of a Bond or Coupon) the Bond or Coupon in respect of which such payment is made shall be produced to the Bond Trustee or the Paying Agent by or through whom such payment is made but the Bond Trustee may in any particular case dispense with such production upon such indemnity being given as it shall think sufficient.

19. COVENANTS BY THE ISSUER AND THE CHARGING SUBSIDIARIES

- 19.1 So long as any of the Bonds remains outstanding (or, in the case of paragraph (f), so long as any of the Bonds or Coupons remains liable to prescription) the Issuer and each Charging Subsidiary covenants with the Bond Trustee that it shall:
- (a) at all times carry on and conduct its affairs, and procure its Subsidiaries to carry on and conduct their respective affairs, in a proper and efficient manner;
 - (b) give or procure to be given to the Bond Trustee 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 Bond Trustee pursuant to Clause 21(c)) for the purpose of the discharge or exercise of the duties, trusts, powers, authorities and discretions vested in it under these presents or by operation of law;
 - (c) cause to be prepared and certified by the 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 London Stock Exchange;
 - (d) at all times keep proper books of account and allow the Bond Trustee and any person appointed by the Bond Trustee to whom the Issuer or such Charging Subsidiary shall have no reasonable objection free access to such books of account at all reasonable times during normal business hours;

- (e) forthwith give notice in writing to the Bond Trustee of the occurrence of any Event of Default or Potential Event of Default;
- (f) at all times execute and do all such further documents, acts and things as may be necessary at any time or times in the opinion of the Bond Trustee (acting reasonably) to give effect to these presents;
- (g) save as expressly permitted by these presents and the Security Documents, not create or permit to subsist over any of the Security Assets any mortgage or charge or any other security interest ranking in priority to, or *pari passu* with, the Security Assets, excluding for this purpose any security created by operation of law; and
- (h) not sell, transfer, grant or lease or otherwise dispose of all or any part of the Security Assets for the time being charged by it without the prior written consent of the Bond Trustee or the Security Trustee, as applicable, or as permitted under these presents and/or the Security Documents.

19.2 So long as any of the Bonds remain outstanding (or, in the case of paragraphs (d), (h), (i), (j) and (k), so long as any of the Bonds or Coupons remains liable to prescription) the Issuer covenants with the Bond Trustee that it shall:

- (a) procure that each Charging Subsidiary shall perform and observe all covenants, conditions and provisions binding on such Charging Subsidiary under these presents and the Security Documents;
- (b) send to the Bond 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 statement of financial position, statement of comprehensive income, 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 Bondholders) as soon as practicable after the issue or despatch thereof;
- (c) give to the Bond Trustee (i) within seven days after demand by the Bond Trustee therefor and (ii) (without the necessity for any such demand) promptly and in any event not later than 180 days after the end of each financial period a certificate in or substantially in the form set out in Schedule 4 signed by two Authorised Signatories of the Issuer to the effect that, to the best of their knowledge, information and belief (having made all reasonable enquiries) 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 Event of Default or Potential 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 and the Charging Subsidiaries have complied with all their obligations contained in these presents or (if such is not the case) specifying the respects in which they have not complied. Such certificates shall either (i) be accompanied in each case by an up-to-date list of the Authorised Signatories of the Issuer and each of their specimen signatures or (ii) contain a statement that the list of Authorised Signatories most recently delivered to the Bond Trustee remains up to date as at the date of that certificate. The Bond Trustee shall be entitled to rely

conclusively upon such certificates and shall not be liable to any person by reason thereof;

- (d) at all times maintain Paying Agents in accordance with the Conditions;
- (e) procure the Principal Paying Agent to notify the Bond Trustee forthwith in the event that the Principal Paying Agent does not, on or before the due date for any payment in respect of the Bonds or any of them or any of the Coupons, receive unconditionally pursuant to the Agency Agreement payment of the full amount in the requisite currency of the moneys payable on such due date on all such Bonds or Coupons as the case may be;
- (f) in the event of the unconditional payment to the Principal Paying Agent or the Bond Trustee of any sum due in respect of the Bonds or any of them or any of the Coupons being made after the due date for payment thereof forthwith give or procure to be given notice to the relevant Bondholders in accordance with Condition 14 (*Notices*) that such payment has been made;
- (g) use its best endeavours to maintain the listing of the Bonds on the London Stock Exchange or, if it is unable to do so having used its best endeavours, or if the Bond Trustee considers that the maintenance of such listing is unduly onerous and the Bond Trustee is of the opinion that to do so would not be materially prejudicial to the interests of the Bondholders, use its best endeavours to obtain and maintain a quotation or listing of the Bonds on such other stock exchange or exchanges or securities market or markets as the Issuer may (with the prior written approval of the Bond Trustee) decide and shall also upon obtaining a quotation or listing of the Bonds on such other stock exchange or exchanges or securities market or markets enter into a trust deed supplemental to this Bond Trust Deed to effect such consequential amendments to these presents as the Bond Trustee may require or as shall be requisite to comply with the requirements of any such stock exchange or securities market;
- (h) give notice to the Bondholders in accordance with Condition 14 (*Notices*) of any appointment, resignation or removal of any Paying Agent (other than the appointment of the initial Paying Agents) after (where required by these presents or any Transaction Document) having obtained the prior written approval of the Bond Trustee thereto or any change of any Paying Agent's specified office and (except as provided by the Agency Agreement or the Conditions) at least 30 days prior to such event taking effect; PROVIDED ALWAYS THAT so long as any of the Bonds or Coupons remains liable to prescription in the case of the termination of the appointment of the Principal Paying Agent no such termination shall take effect until a new Principal Paying Agent has been appointed on terms previously approved in writing by the Bond Trustee;
- (i) send to the Bond Trustee not less than 7 days prior to which any such notice is to be given, the form of every notice to be given to the Bondholders in accordance with Condition 14 (*Notices*) and obtain the prior written approval of the Bond Trustee to, and promptly give to the Bond Trustee two copies of, the form of every notice given to the Bondholders in accordance with Condition 14 (*Notices*) (such approval, unless so expressed, not to constitute approval for the purposes of Section 21 of the Financial Services and Markets Act 2000 of the United Kingdom (the **FSMA**) of a communication within the meaning of Section 21 of the FSMA);

- (j) comply with its obligations and enforce and exercise its rights under the Agency Agreement, the Account Agreement and the Retained Bond Custody Agreement and use all reasonable endeavours to procure that the Paying Agents, the Account Bank and the Retained Bond Custodian, respectively, comply with and perform all their obligations thereunder and any notice given by the Bond Trustee pursuant to Clause 2.3(a)(i) and not make any amendment or modification to the Agency Agreement, the Account Agreement or the Retained Bond Custody Agreement without the prior written approval of the Bond Trustee and use all reasonable endeavours to make such amendments to the Agency Agreement, the Account Agreement or the Retained Bond Custody Agreement as the Bond Trustee may require;
- (k) in order to enable the Bond Trustee to ascertain the principal amount of Bonds for the time being outstanding for any of the purposes referred to in the proviso to the definition of **outstanding** in Clause 1, deliver to the Bond Trustee promptly upon being so requested in writing by the Bond Trustee a certificate in writing signed by two Authorised Signatories of the Issuer setting out the total number and aggregate principal amount of Bonds which are at the date of such certificate held by, for the benefit of, or on behalf of, the Issuer, any Subsidiary of the Issuer, any holding company of the Issuer or any other Subsidiary of any such holding company;
- (l) use all reasonable endeavours to procure that each of the Paying Agents makes available for inspection by Bondholders and Couponholders at its specified office copies of these presents, the other Transaction Documents and any other documents which are expressed to be held by them in the Offering Circular;
- (m) send to the Bond Trustee not later than 180 days after the end of each Financial Year (i) a copy of its own and its consolidated audited financial statements for such Financial Year (ii) a copy of the audited financial statements of each Charging Subsidiary for such Financial Year (both its own and, where applicable, on a consolidated basis) and (iii) a Compliance Certificate, and, upon request by any Bondholder to the Issuer, make copies of such documents available to the Bondholders at the registered office of the Issuer during normal business hours or via the clearing systems;
- (n) at the request of Bondholders holding not less than 33 per cent. in principal amount of the Bonds for the time being outstanding, convene a meeting of the Bondholders to discuss the financial position of the Issuer and each Charging Subsidiary in accordance with Condition 5.5(b) (*Covenants - Information Covenant*);
- (o) 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 Bonds;
- (p) use its best endeavours to procure that Euroclear and/or Clearstream, Luxembourg, as the case may be, issue(s) any record, certificate or other document requested by the Bond Trustee under Clause 21(v) or otherwise as soon as practicable after such a request; and
- (q) waive, or procure the waiver of, its rights to receive payments in respect of any Retained Bonds for so long as such Retained Bonds are held by it or on its behalf; and
- (r) immediately prior to a sale of any Retained Bonds by the Issuer, deliver to the Bond Trustee a certificate (in the form set out in Schedule 10 hereto) in writing signed by two Authorised Signatories of the Issuer addressed to the Bond Trustee confirming

that, immediately following the sale of such Retained Bonds, the Issuer will be in compliance with the Asset Cover Test (a **Retained Bond Issuer's Certificate**).

- 19.3 So long as any of the Bonds remain outstanding each Charging Subsidiary covenants with the Bond Trustee that it shall, on or about the date that each certificate is delivered to the Bond Trustee pursuant to Clause 19.2(c), (i) deliver to the Bond Trustee an up-to-date list of the Authorised Signatories of such Charging Subsidiary and each of their specimen signatures or (ii) provide written confirmation to the Bond Trustee that the list of Authorised Signatories of such Charging Subsidiary most recently delivered to the Bond Trustee remains up to date as at the date of the certificate delivered pursuant to Clause 19.2(c).

20. REMUNERATION AND INDEMNIFICATION OF BOND TRUSTEE

- 20.1 The Issuer shall pay to the Bond Trustee remuneration for its services as trustee as from the date of this Bond Trust Deed, such remuneration to be at such rate and to be paid on such dates as may from time to time be agreed between the Issuer and the Bond Trustee. In the absence of any agreement to the contrary, such remuneration shall be payable in advance on 31st October in each year, the first such payment to be made on the date hereof. Such remuneration shall accrue from day to day and be payable up to and including the date when, all the Bonds having become due for redemption, the redemption moneys and interest thereon to the date of redemption have been paid to the Principal Paying Agent or, as the case may be, the Bond Trustee PROVIDED THAT if upon due presentation of any Bond or Coupon or any cheque payment of the moneys due in respect thereof is improperly withheld or refused, remuneration will commence again to accrue.

- 20.2 In the event of the occurrence of an Event of Default or a Potential Event of Default, the Issuer hereby agrees that the Bond Trustee shall be entitled to be paid additional remuneration, which may be calculated at its normal hourly rates in force from time to time. In any other case, if the Bond Trustee considers it expedient or necessary or is requested by the Issuer to undertake duties which the Bond Trustee and the Issuer agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Bond Trustee under these presents the Issuer shall pay to the Bond Trustee such additional remuneration as shall be agreed between them (and which may be calculated by reference to the Bond Trustee's normal hourly rates in force from time to time).

- 20.3 The Issuer shall in addition pay to the Bond Trustee an amount equal to the amount of any value added tax or similar tax properly chargeable thereon (to the extent that the Bond Trustee or another member of its group is required to account to any tax authority for that value added tax) in respect of its remuneration under these presents.

- 20.4 In the event of the Bond Trustee and the Issuer failing to agree:

- (a) (in a case to which Clause 20.1 above applies) upon the amount of the remuneration;
or
- (b) (in a case to which Clause 20.2 above applies) upon whether such duties shall be of an exceptional nature or otherwise outside the scope of the normal duties of the Bond Trustee under these presents, or upon such additional remuneration,

such matters shall be determined by a person (acting as an expert and not as an arbitrator) selected by the Bond Trustee and approved in writing by the Issuer or, failing such approval, nominated (on the application of the Bond Trustee) by the President for the time being of The Law Society of England and Wales (the expenses involved in such nomination and the fees of

such person being payable by the Issuer) and the determination of any such person shall be final and binding upon the Bond Trustee, the Issuer, the Bondholders and the Couponholders.

- 20.5 The Issuer shall also pay or discharge all Liabilities incurred by the Bond Trustee and every Appointee and keep it or him indemnified against all Liabilities to which it or he may be or become subject or which may be incurred by it or him in relation to the preparation and execution of, the exercise of its or his powers, trusts, authorities and discretions and the performance of its or his duties under, and in any other manner in relation to, these presents or any other Transaction Document, including but not limited to legal and travelling expenses and any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Bond Trustee and every Appointee in connection with any action taken or contemplated by or on behalf of the Bond Trustee and every Appointee for enforcing, or resolving any doubt concerning, or for any other purpose in relation to, these presents or any other Transaction Document.
- 20.6 Where any amount which would otherwise be payable by the Issuer under Clause 20.5 has instead been paid by any person or persons other than the Issuer (each, an **Indemnifying Party**), the Issuer shall pay to the Bond Trustee an equal amount for the purpose of enabling the Bond Trustee to reimburse the Indemnifying Parties.
- 20.7 All amounts payable pursuant to Clause 20.5 shall be payable by the Issuer on the date specified in a demand by the Bond Trustee and in the case of payments actually made by the Bond Trustee prior to such demand shall carry interest at the rate of two per cent. per annum above the base rate (on the date on which payment was made by the Bond Trustee) of HSBC Bank plc from the date such demand is made, and in all other cases shall (if not paid within 30 days after the date of such demand or, if such demand specifies that payment is to be made on an earlier date, on such earlier date) carry interest at such rate from such thirtieth day or such other date specified in such demand. All remuneration payable to the Bond Trustee shall carry interest at such rate from the due date therefor.
- 20.8 Unless otherwise specifically stated in any discharge of these presents the provisions of this Clause shall continue in full force and effect notwithstanding such discharge.

21. SUPPLEMENT TO TRUSTEE ACTS

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Bond Trustee in relation to the trusts constituted by these presents. Where there are any inconsistencies between the Trustee Acts and the provisions of these presents, the provisions of these presents shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000, the provisions of these presents shall constitute a restriction or exclusion for the purposes of that Act. The Bond Trustee shall have all the powers conferred upon trustees by the Trustee Acts and by way of supplement thereto it is expressly declared as follows:

- (a) The Bond Trustee may in relation to these presents act on the advice or opinion of or any information (whether addressed to the Bond Trustee or not) obtained from any lawyer, valuer, accountant, surveyor, banker, broker, auctioneer or other expert whether obtained by the Issuer, a Charging Subsidiary, the Bond Trustee or otherwise and shall not be responsible for any Liability occasioned by so acting.
- (b) Any such advice, opinion or information may be sent or obtained by letter, email, telex, telegram, facsimile transmission or cable and the Bond Trustee shall not be liable for acting on any advice, opinion or information purporting to be conveyed by

any such letter, email, telex, telegram, facsimile transmission or cable although the same shall contain some error or shall not be authentic.

- (c) The Bond Trustee may call for and shall be at liberty to accept as sufficient evidence of any fact or matter or the expediency of any transaction or thing a certificate signed by any two Authorised Signatories of the Issuer or any two Authorised Signatories of a Charging Subsidiary or a certificate of any Secured Party and the Bond Trustee shall not be bound in any such case to call for further evidence or be responsible for any Liability that may be occasioned by it or any other person acting on any such certificate.
- (d) The Bond Trustee shall be at liberty to hold these presents and any other documents relating thereto or to deposit the Non-Property Security Assets in any part of the world with any banker or banking company or company whose business includes undertaking the safe custody of documents or lawyer or firm of lawyers considered by the Bond Trustee to be of good repute and the Bond Trustee shall not be responsible for or required to insure against any Liability incurred in connection with any such holding or deposit and may pay all sums required to be paid on account of or in respect of any such deposit.
- (e) The Bond Trustee shall not be responsible for the receipt or application of the proceeds of the issue of any of the Bonds by the Issuer, the exchange of any Global Bond for another Global Bond or definitive Bonds or the delivery of any Global Bond or definitive Bonds to the person(s) entitled to it or them.
- (f) The Bond Trustee shall not be bound to give notice to any person of the execution of any documents comprised or referred to in these presents or the Non-Property Security Assets to take any steps to ascertain whether any Event of Default or Potential Event of Default has happened and, until it shall have actual knowledge or express notice pursuant to these presents to the contrary, the Bond Trustee shall be entitled to assume that no Event of Default or Potential Event of Default has happened and that the Issuer, each Charging Subsidiary and each of the other parties to any Transaction Document is observing and performing all its obligations under these presents and the other Transaction Documents (as applicable).
- (g) Save as expressly otherwise provided in these presents, the Bond Trustee shall have absolute and uncontrolled discretion as to the exercise or non-exercise of its trusts, powers, authorities and discretions under these presents (the exercise or non-exercise of which as between the Bond Trustee and the Bondholders and Couponholders and the Secured Parties shall be conclusive and binding on the Bondholders and Couponholders and the Secured Parties) and shall not be responsible for any Liability which may result from their exercise or non-exercise and in particular the Bond Trustee shall not be bound to act at the request or direction of the Bondholders or any other Secured Party or otherwise under any provision of these presents or to take at such request or direction or otherwise any other action under any provision of these presents, without prejudice to the generality of Clause 14.1, unless it shall first be indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may render itself liable or which it may incur by so doing and the Bond Trustee shall incur no liability for refraining to act in such circumstances.
- (h) The Bond Trustee shall not be liable to any person by reason of having acted upon any Extraordinary Resolution in writing or any Extraordinary Resolution or other

resolution purporting to have been passed at any meeting of Bondholders in respect whereof minutes have been made and signed or any Extraordinary Resolution passed by way of electronic consents received through the relevant Clearing System(s) in accordance with these presents or any direction or request of Bondholders even though subsequent to its acting it may be found that there was some defect in the constitution of the meeting or the passing of the resolution or (in the case of an Extraordinary Resolution in writing or a direction or request) it was not signed by the requisite number of Bondholders or (in the case of an Extraordinary Resolution passed by electronic consents received through the relevant Clearing System(s)) it was not approved by the requisite number of Bondholders or that for any reason the resolution, direction or request was not valid or binding upon such Bondholders and the relative Couponholders.

- (i) The Bond Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any Bond or Coupon purporting to be such and subsequently found to be forged or not authentic.
- (j) Any consent or approval given by the Bond Trustee for the purposes of these presents may be given on such terms and subject to such conditions (if any) as the Bond Trustee thinks fit and, notwithstanding anything to the contrary in these presents, may be given retrospectively. The Bond Trustee may give any consent or approval, exercise any power, authority or discretion or take any similar action (whether or not such consent, approval, power, authority, discretion or action is specifically referred to in these presents) if it is satisfied that the interests of the Bondholders will not be materially prejudiced thereby. For the avoidance of doubt, the Bond Trustee shall not have any duty to the Bondholders or the other Secured Parties in relation to such matters other than that which is contained in the preceding sentence.
- (k) The Bond Trustee shall not (unless and to the extent required by law or ordered so to do by a court of competent jurisdiction) be required to disclose to any Bondholder or Couponholder or any other Secured Party any information (including, without limitation, information of a confidential, financial or price sensitive nature) made available to the Bond Trustee by the Issuer or any Charging Subsidiary or any other person in connection with these presents and no Bondholder or Couponholder shall be entitled to take any action to obtain from the Bond Trustee any such information.
- (l) Where it is necessary or desirable for any purpose in connection with these presents to convert any sum from one currency to another it shall (unless otherwise provided by these presents or required by law) be converted at such rate or rates, in accordance with such method and as at such date for the determination of such rate of exchange, as may be agreed by the Bond Trustee in consultation with the Issuer and any rate, method and date so agreed shall be binding on the Issuer, the Charging Subsidiaries, the Bondholders and the Couponholders.
- (m) The Bond Trustee may certify that any of the conditions, events and acts set out in subparagraphs (b), (d) and (k) of Condition 12.1 (*Events of Default and Enforcement – Events of Default*) (each of which conditions, events and acts shall, unless in any case the Bond Trustee in its absolute discretion shall otherwise determine, for all the purposes of these presents be deemed to include the circumstances resulting therein and the consequences resulting therefrom) is in its opinion materially prejudicial to the interests of the Bondholders and any such certificate shall be conclusive and

binding upon the Issuer, the Charging Subsidiaries, the Bondholders and the Couponholders.

- (n) The Bond Trustee as between itself and the Bondholders and Couponholders and as between itself and the other Secured Parties may determine all questions and doubts arising in relation to any of the provisions of these presents. Every such determination, whether or not relating in whole or in part to the acts or proceedings of the Bond Trustee, shall be conclusive and shall bind the Bond Trustee and the Bondholders and the Couponholders and any other Secured Parties.
- (o) In connection with the exercise by it of any of its trusts, powers, authorities and discretions under these presents (including, without limitation, any modification, waiver, authorisation or substitution), the Bond Trustee shall have regard to the general interests of the Bondholders as a class and shall not have regard to any interests arising from circumstances particular to individual Bondholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Bondholders or Couponholders (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 Bond Trustee shall not be entitled to require, nor shall any Bondholder or Couponholder be entitled to claim, from the Issuer, any Charging Subsidiary, the Bond Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders or Couponholders.
- (p) In connection with the exercise of the powers, trusts, authorities, duties and discretions vested in it by these presents and the other Transaction Documents the Bond Trustee shall except where expressly provided otherwise, have regard only to the interests of the Bondholders and shall not be required to have regard to the interests of any other Secured Party or any other person or to act upon or comply with any direction or request of any other Secured Party or any other person whilst any amount remains owing to any Bondholder and none of the other Secured Parties or any other person shall have any claim against the Bond Trustee for so doing.
- (q) Any trustee of these presents being a lawyer, accountant, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him or his firm in connection with the trusts of these presents and also his properly incurred charges in addition to disbursements for all other work and business done and all time spent by him or his firm in connection with matters arising in connection with these presents.
- (r) The Bond Trustee may whenever it thinks fit delegate by power of attorney or otherwise to any person or persons or fluctuating body of persons (whether being a joint trustee of these presents or not) all or any of its trusts, powers, authorities and discretions under these presents. Such delegation may be made upon such terms (including power to sub-delegate) and subject to such conditions and regulations as the Bond Trustee may in the interests of the Bondholders think fit. The Bond Trustee shall not be under any obligation to supervise the proceedings or acts of any such delegate or sub-delegate or be in any way responsible for any Liability incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate.

The Bond Trustee shall within a reasonable time after any such delegation or any renewal, extension or termination thereof give notice thereof to the Issuer.

- (s) The Bond Trustee may in the conduct of the trusts of these presents instead of acting personally employ and pay an agent (whether being a lawyer or other professional person) to transact or conduct, or concur in transacting or conducting, any business and to do, or concur in doing, all acts required to be done in connection with these presents (including the receipt and payment of money). The Bond Trustee shall not be in any way responsible for any Liability incurred by reason of any misconduct or default on the part of any such agent or be bound to supervise the proceedings or acts of any such agent.
- (t) The Bond Trustee may appoint and pay any person to act as a custodian or nominee on any terms in relation to such assets of the trusts constituted by these presents as the Bond Trustee may determine, including for the purpose of depositing with a custodian these presents or any document relating to the trusts constituted by these presents and the Bond Trustee shall not be responsible for any Liability incurred by reason of the misconduct, omission or default on the part of any person appointed by it hereunder or be bound to supervise the proceedings or acts of such person; the Bond Trustee is not obliged to appoint a custodian if the Bond Trustee invests in securities payable to bearer.
- (u) The Bond Trustee shall not be responsible for the execution, delivery, legality, effectiveness, adequacy, sufficiency, genuineness, validity, performance, enforceability or admissibility in evidence of these presents (including any security created thereby), any other Transaction Document, any security or document the subject of the Security or any other document relating or expressed to be supplemental thereto and shall not be liable for any failure to obtain any licence, consent or other authority for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, performance, enforceability or admissibility in evidence of these presents (including the Security), any other Transaction Document, any security or document the subject of the Security or any other document relating or expressed to be supplemental thereto.
- (v) The Bond Trustee may call for any records, certificate or other document of or to be issued by Euroclear or Clearstream, Luxembourg as to the principal amount of Bonds represented by a Global Bond standing to the account of any person. Any such records, certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's Creation Online system) in accordance with its usual procedures and in which the holder of a particular principal amount of Bonds is clearly identified together with the amount of such holding. The Bond Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by Euroclear or Clearstream, Luxembourg and subsequently found to be forged or not authentic.
- (w) The Bond Trustee shall accept without investigation, requisition or objection such right, benefit, interest and title as the Issuer has to any of the Non-Property Security Assets and shall not be bound or concerned to examine or enquire into or be liable for any defect or failure in the right or title of the Issuer to the Non-Property Security

Assets or any part thereof whether such defect or failure was known to the Bond Trustee or might have been discovered upon examination or enquiry and whether capable of remedy or not.

- (x) The Bond Trustee shall have no responsibility whatsoever to the Issuer, the Bondholders, the Couponholders or any other Secured Party as regards any deficiency which might arise because the Bond Trustee, any Appointee or any custodian of the Bond Trustee is subject to any tax in respect of the Non-Property Security Assets, income therefrom or the proceeds thereof.
- (y) The Bond Trustee shall not be responsible to any person for failing to request, require or receive any legal opinion relating to the Bonds or any Transaction Document or for checking or commenting upon the content of any such legal opinion and shall not be responsible for any Liability incurred thereby.
- (z) Any corporation into which the Bond Trustee shall be merged or with which it shall be consolidated or any company resulting from any such merger or consolidation shall be a party hereto and shall be the Bond Trustee under these presents without executing or filing any paper or document or any further act on the part of the parties thereto.
- (aa) The Bond Trustee shall not be bound to take any action in connection with these presents or any obligations arising pursuant thereto, including, without prejudice to the generality of the foregoing, forming any opinion or employing any financial adviser, where it is not reasonably satisfied that it will be indemnified against all Liabilities which may be incurred in connection with such action and may demand prior to taking any such action that there be paid to it in advance such sums as it reasonably considers (without prejudice to any further demand) shall be sufficient so to indemnify it and on such demand being made the Issuer shall be obliged to make payment of all such sums in full.
- (bb) No provision of these presents or the other Transaction Documents shall require the Bond Trustee to do anything which may (i) be illegal or contrary to applicable law or regulation; or (ii) cause it to expend or risk its own funds or otherwise incur any Liability in the performance of any of its duties or in the exercise of any of its rights, powers or discretions (including obtaining any advice which it might otherwise have thought appropriate or desirable to obtain), if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or Liability is not assured to it.
- (cc) Unless notified to the contrary, the Bond Trustee shall be entitled to assume without enquiry (other than requesting a certificate pursuant to Clause 19.2(k)) that no Bonds (other than the Retained Bonds) are held by, for the benefit of, or on behalf of, the Issuer, any Subsidiary of the Issuer, any holding company of the Issuer or any other Subsidiary of such holding company and that any Retained Bonds are held by or for the benefit of the Issuer.
- (dd) The Bond Trustee shall have no responsibility whatsoever to the Issuer, the Charging Subsidiaries, any Bondholder or Couponholder or any other Secured Party for the maintenance of or failure to maintain any rating of any of the Bonds by any Rating Agency.

- (ee) Any certificate, advice, opinion or report of the Auditors or any other expert or professional adviser called for by or provided to the Bond Trustee (whether or not addressed to the Bond Trustee) in accordance with or for the purposes of these presents may be relied upon by the Bond Trustee as sufficient evidence of the facts stated therein notwithstanding that such certificate, advice, opinion or report and/or any engagement letter or other document entered into by the Bond Trustee in connection therewith contains a monetary or other limit on the liability of the Auditors or such other expert or professional adviser in respect thereof and notwithstanding that the scope and/or basis of such certificate, advice, opinion or report may be limited by any engagement or similar letter or by the terms of the certificate, advice, opinion or report itself.
- (ff) The Bond Trustee shall not be responsible for, or for investigating any matter which is the subject of, any recital, statement, representation, warranty or covenant of any person contained in these presents, or any other agreement or document relating to the transactions contemplated in these presents or under such other agreement or document.
- (gg) The Bond Trustee shall not be liable or responsible for any Liabilities or inconvenience which may result from anything done or omitted to be done by it in accordance with the provisions of these presents.
- (hh) The Bond Trustee shall not be liable for any failure, omission or defect in perfecting the security intended to be constituted hereby including, without prejudice to the generality of the foregoing:
 - (i) failure to obtain any licence, consent or other authority for the execution of the same;
 - (ii) failure to register the same in accordance with the provisions of any of the documents of title of the Issuer or any Charging Subsidiary to any of the Security Assets; and
 - (iii) failure to effect or procure registration of or otherwise protect any of these presents or any security created thereby or otherwise by registering the same under any registration laws in any territory, or by registering any notice, caution or other entry prescribed by or pursuant to the provisions of the said laws.
- (ii) The Bond Trustee shall not be bound to take any step or action in connection with these presents or obligations arising pursuant thereto or pursuant to any other Transaction Document where it is not satisfied that it is indemnified and/or secured and/or prefunded against all its liabilities and costs incurred in connection with such step or action and may demand, prior to taking any such step or action, that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so as to indemnify it.
- (jj) The Bond Trustee shall have no responsibility for the validity, sufficiency or enforceability of the Security. The Bond Trustee shall not be responsible for monitoring the compliance by the Issuer, any Charging Subsidiary or any of the other Transaction Parties with their obligations under the Transaction Documents.

- (kk) Without prejudice to the generality of the foregoing, the Bond Trustee shall not be responsible for the genuineness, validity or effectiveness of these presents or any of the other Transaction Documents or any other documents entered into in connection therewith or any other document or any obligations or rights created or purported to be created thereby or pursuant thereto or any security or the priority thereof constituted or purported to be constituted by or pursuant to these presents, nor shall it be responsible or liable to any person because of any invalidity of any provision of such documents or the unenforceability thereof, whether arising from statute, law or decisions of any court and (without prejudice to the generality of the foregoing) the Bond Trustee shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for:
- (i) the registration, filing, protection or perfection of any security relating to the these presents or the priority of the security thereby created whether in respect of any initial advance or any subsequent advance or any other sums or liabilities;
 - (ii) the performance or observance by the Issuer or any Charging Subsidiary or any other person with any provisions of these presents or any other Transaction Document or in each case in any document entered into in connection therewith or the fulfilment or satisfaction of any conditions contained therein or relating thereto or as to the existence or occurrence at any time of any default, event of default or similar event contained therein or any waiver or consent which has at any time been granted in relation to any of the foregoing;
 - (iii) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection with the Security Assets;
 - (iv) the failure to effect or procure registration of or to give notice to any person in relation to or otherwise protect the security created or purported to be created by or pursuant to these presents or other documents entered into in connection therewith;
 - (v) the failure to call for delivery of documents of title to or require any transfers, legal mortgages, charges or other further assurances in relation to any of the assets the subject matter of any of these presents or any other Transaction Document or other document; or
 - (vi) any other matter or thing relating to or in any way connected with these presents, the Security Documents or the Security Assets or any document entered into in connection therewith whether or not similar to the foregoing.
- (ll) When determining whether an indemnity or any security or prefunding is satisfactory to it, the Bond Trustee shall be entitled to evaluate its risk in any given circumstance by considering the worst-case scenario and, for this purpose, it may take into account, without limitation, the potential costs of defending or commencing proceedings in England or elsewhere and the risk, however remote, of any award of damages against it in England or elsewhere.

- (mm) The Bond Trustee shall not incur any liability to the Issuer, the Bondholders or any other person in connection with any approval given by it pursuant to Clause 19.2(i) to any notice to be given to Bondholders by the Issuer; the Bond Trustee shall not be deemed to have represented, warranted, verified or confirmed that the contents of any such notice are true, accurate or complete in any respects or that it may be lawfully issued or received in any jurisdiction.
- (nn) The Bond Trustee shall be entitled to require that any indemnity or security given to it by the Bondholders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.
- (oo) The Bond Trustee shall not be responsible for monitoring whether any notices to Bondholders are given in compliance with the requirements of the London Stock Exchange or with any other legal or regulatory requirements.

22. BOND TRUSTEE'S LIABILITY

- 22.1 Nothing in these presents shall exempt the Bond Trustee or such Appointee, as the case may be, from or indemnify it against any liability for breach of trust or gross negligence of which it may be guilty in relation to its duties under these presents where the Bond Trustee has failed to show the degree of care and diligence required of it as trustee having regard to the provisions of these presents conferring on it any trusts, powers, authorities or discretions.
- 22.2 Notwithstanding any provision of these presents to the contrary, the Bond Trustee shall not in any event be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits, business, goodwill or opportunity, whether direct or indirect), whether or not foreseeable and whether or not the Bond Trustee can reasonably be regarded as having assumed responsibility at the time this Bond Trust Deed is entered into, even if the Bond Trustee has been advised of the likelihood of such loss or damage, unless the claim for loss or damage is made in respect of fraud on the part of the Bond Trustee.

23. BOND TRUSTEE CONTRACTING WITH THE ISSUER

Neither the Bond Trustee nor any director or officer or holding company, subsidiary or associated company of a corporation acting as a trustee under these presents shall by reason of its or his fiduciary position be in any way precluded from:

- (a) entering into or being interested in any contract or financial or other transaction or arrangement with the Issuer or any Subsidiary, holding company or affiliate of the Issuer (each a **Relevant Party**) or any person or body corporate associated with the Issuer or any Relevant Party (including without limitation any contract, transaction or arrangement of a banking or insurance nature or any contract, transaction or arrangement in relation to the making of loans or the provision of financial facilities or financial advice to, or the purchase, placing or underwriting of or the subscribing or procuring subscriptions for or otherwise acquiring, holding or dealing with, or acting as paying agent in respect of, the Bonds or any other bonds, notes, stocks, shares, debenture stock, debentures or other securities of, the Issuer or any Relevant Party or any person or body corporate associated as aforesaid); or

- (b) accepting or holding the trusteeship of any other trust deed constituting or securing any other securities issued by or relating to the Issuer or any Relevant Party or any such person or body corporate so associated or any other office of profit under the Issuer or any Relevant Party or any such person or body corporate so associated,

and shall not be in any way liable to account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

24. WAIVER, AUTHORISATION, DETERMINATION AND MODIFICATION

- 24.1 The Bond Trustee may without the consent or sanction of the Bondholders or Couponholders or any other Secured Party and without prejudice to its rights in respect of any subsequent breach, Potential Event of Default or Event of Default from time to time and at any time, but only if and in so far as in its opinion the interests of the Bondholders shall not be materially prejudiced thereby, waive or authorise any breach or proposed breach by the Issuer or any Charging Subsidiary of any of the covenants or provisions contained in these presents or any other Transaction Document or determine that any Potential Event of Default or Event of Default shall not be treated as such for the purposes of these presents PROVIDED ALWAYS THAT the Bond Trustee shall not exercise any powers conferred on it by this Clause in contravention of any express direction given by Extraordinary Resolution or by a request under Condition 12 (*Events of Default and Enforcement*) but so that no such direction or request shall affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination may be given or made on such terms and subject to such conditions (if any) as the Bond Trustee may determine, shall be binding on the Bondholders and the Couponholders and, unless the Bond Trustee agrees otherwise, shall be notified by the Issuer to the Bondholders in accordance with Condition 14 (*Notices*) as soon as practicable thereafter. For the avoidance of doubt, no modification shall be made to Condition 4.2 (*Security - Post-enforcement*) without the consent of each Secured Party.
- 24.2 The Bond Trustee may, without the consent or sanction of the Bondholders, Couponholders or any other Secured Party, at any time and from time to time concur with the Issuer and the Charging Subsidiaries in making any modification (a) to these presents (other than any Basic Terms Modification) or any other Transaction Document which in the opinion of the Bond Trustee it may be proper to make PROVIDED THAT the Bond Trustee is of the opinion that such modification is not materially prejudicial to the interests of the Bondholders or (b) to these presents or any other Transaction Document if in the opinion of the Bond Trustee such modification is of a formal, minor or technical nature or to correct a manifest error or an error which is, in the opinion of the Bond Trustee, proven. Any such modification may be made on such terms and subject to such conditions (if any) as the Bond Trustee may determine, shall be binding upon the Bondholders and the Couponholders and the other Secured Parties and, unless the Bond Trustee agrees otherwise, shall be notified by the Issuer to the Bondholders in accordance with Condition 14 (*Notices*) as soon as practicable thereafter.

25. HOLDER OF DEFINITIVE BOND ASSUMED TO BE COUPONHOLDER

- 25.1 Wherever in these presents the Bond Trustee is required or entitled to exercise a power, trust, authority or discretion under these presents, except as ordered by a court of competent jurisdiction or as required by applicable law, the Bond Trustee shall, notwithstanding that it may have notice to the contrary, assume that each Bondholder is the holder of all Coupons appertaining to each Bond in definitive form of which he is the holder.

- 25.2 Neither the Bond Trustee nor the Issuer shall be required to give any notice to the Couponholders for any purpose under these presents and the Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Bondholders in accordance with Condition 14 (*Notices*).
- 25.3 The Issuer, the Bond Trustee and the Paying Agents may (to the fullest extent permitted by applicable laws) deem and treat the holder of any Bond or of a particular principal amount of the Bonds and the holder of any Coupon as the absolute owner of such Bond, principal amount or Coupon, as the case may be, for all purposes (whether or not such Bond, principal amount or Coupon shall be overdue and notwithstanding any notice of ownership thereof or of trust or other interest with regard thereto, any notice of loss or theft thereof or any writing thereon) and the Issuer, the Bond Trustee and the Paying Agents shall not be affected by any notice to the contrary. All payments made to any such holder shall be valid and, to the extent of the sums so paid, effective to satisfy and discharge the liability for the moneys payable in respect of such Bond, principal amount or Coupon, as the case may be.

26. SUBSTITUTION

- 26.1 (a) The Bond Trustee may without the consent of the Bondholders or Couponholders or any other Secured Party at any time agree with the Issuer to the substitution in place of the Issuer (or of the previous substitute under this Clause) of another company, registered society or other entity as the principal debtor under these presents (such substituted company, registered society or other entity being hereinafter called the **New Company**) provided that a supplemental bond trust deed is executed or some other form of undertaking is given by the New Company in form and manner satisfactory to the Bond Trustee, agreeing to be bound by the provisions of these presents with any consequential amendments which the Bond Trustee may deem appropriate as fully as if the New Company had been named in these presents as the principal debtor in place of the Issuer (or of the previous substitute under this Clause).
- (b) The following further conditions shall apply to (a) above:
- (i) the New Company shall assume all rights, obligations and liabilities in relation to the Security Assets of the Issuer, acknowledge the security created in respect thereof pursuant to these presents and the Security Documents and take all such action as the Bond Trustee may require so that the security constitutes a valid charge, pledge or other security interest as was originally created by the Issuer for the obligations of the New Company;
 - (ii) the Issuer, the Charging Subsidiaries and the New Company shall comply with such other requirements as the Bond Trustee may direct in the interests of the Bondholders;
 - (iii) the Issuer, the Charging Subsidiaries, the New Company and any previous substitute shall execute such other deeds, documents and instruments (if any) and provide such information as the Principal Paying Agent and the Account Bank may reasonably require (including, without limitation, satisfying the Principal Paying Agent's and the Account Bank's "know your client" requirements);
 - (iv) without prejudice to the rights of reliance of the Bond Trustee under the immediately following paragraph (v), the Bond Trustee is satisfied that the

relevant transaction is not materially prejudicial to the interests of the Bondholders;

- (v) if two directors or board members of the New Company (or other officers acceptable to the Bond Trustee) shall certify that the New Company is solvent both at the time at which the relevant transaction is proposed to be effected and immediately thereafter (which certificate the Bond Trustee may rely upon absolutely) the Bond Trustee shall not be under any duty to have regard to the financial condition, profits or prospects of the New Company or to compare the same with those of the Issuer or the previous substitute under this Clause as applicable;
 - (vi) the Bond Trustee shall be satisfied (if it requires, by reference to legal opinions) that (a) all necessary governmental and regulatory approvals and consents necessary for or in connection with the assumption by the New Company of liability as principal debtor in respect of, and of its obligations under, these presents have been obtained and (b) such approvals and consents are at the time of substitution in full force and effect; and
 - (vii) a legal opinion satisfactory to the Bond Trustee shall be provided concerning any proposed substitution.
- (c) For the avoidance of doubt, this Clause 26 does not apply to a Permitted Reorganisation, in respect of which the consent of the Bond Trustee shall not be required.

26.2 Any such supplemental bond trust deed or undertaking shall, if so expressed, operate to release the Issuer or the previous substitute as aforesaid from all of its obligations as principal debtor under these presents. As soon as practicable and, in any event not later than 14 days, after the execution of such documents and compliance with such requirements, the New Company shall give notice thereof in a form previously approved by the Bond Trustee to the Bondholders in the manner provided in Condition 14 (*Notices*). Upon the execution of such documents and compliance with such requirements, the New Company shall be deemed to be named in these presents as the principal debtor in place of the Issuer (or in place of the previous substitute under this Clause) under these presents and these presents shall be deemed to be modified in such manner as shall be necessary to give effect to the above provisions and, without limitation, references in these presents to the Issuer shall, unless the context otherwise requires, be deemed to be or include references to the New Company.

26.3 In connection with any proposed substitution of the Issuer, the Bond Trustee may, without the consent of the holders of the Bonds or Coupons, agree to a change of the law from time to time governing the Bonds and the Coupons and/or these presents and/or the Security Trust Deed, provided that such change of law, in the opinion of the Bond Trustee, would not be materially prejudicial to the interests of the Bondholders or the Couponholders.

27. CURRENCY INDEMNITY

The Issuer shall indemnify the Bond Trustee, every Appointee, the Bondholders and the Couponholders and keep them indemnified against:

- (a) any Liability incurred by any of them arising from the non-payment by the Issuer of any amount due to the Bond Trustee or the Bondholders or Couponholders under these presents by reason of any variation in the rates of exchange between those used

for the purposes of calculating the amount due under a judgment or order in respect thereof and those prevailing at the date of actual payment by the Issuer; and

- (b) any deficiency arising or resulting from any variation in rates of exchange between (i) the date as of which the local currency equivalent of the amounts due or contingently due under these presents (other than this Clause) is calculated for the purposes of any bankruptcy, insolvency or liquidation of the Issuer and (ii) the final date for ascertaining the amount of claims in such bankruptcy, insolvency or liquidation. The amount of such deficiency shall be deemed not to be reduced by any variation in rates of exchange occurring between the said final date and the date of any distribution of assets in connection with any such bankruptcy, insolvency or liquidation.

The above indemnity shall constitute an obligation of the Issuer separate and independent from its obligations under the other provisions of these presents and shall apply irrespective of any indulgence granted by the Bond Trustee or the Bondholders or the Couponholders from time to time and shall continue in full force and effect notwithstanding the judgment or filing of any proof or proofs in any bankruptcy, insolvency or liquidation of the Issuer for a liquidated sum or sums in respect of amounts due under these presents (other than this Clause). Any such deficiency as aforesaid shall be deemed to constitute a loss suffered by the Bondholders and Couponholders and no proof or evidence of any actual loss shall be required by the Issuer or its liquidator or liquidators.

28. NEW BOND TRUSTEE AND SEPARATE AND CO-TRUSTEES

- 28.1 The power to appoint a new bond trustee of these presents shall, subject as hereinafter provided, be vested in the Issuer but no person shall be appointed who shall not previously have been approved by an Extraordinary Resolution. One or more persons may hold office as trustee or trustees of these presents but such trustee or trustees shall be or include a Trust Corporation. Whenever there shall be more than two trustees of these presents the majority of such trustees shall be competent to execute and exercise all the duties, powers, trusts, authorities and discretions vested in the Bond Trustee by these presents provided that a Trust Corporation shall be included in such majority. Any appointment of a new trustee of these presents shall as soon as practicable thereafter be notified by the Issuer to the Charging Subsidiaries, the Principal Paying Agent, the Account Bank and the Bondholders.
- 28.2 Notwithstanding the provisions of Clause 28.1, the Bond Trustee may, upon giving prior notice to the Issuer and each Charging Subsidiary (but without the consent of the Issuer, the Charging Subsidiaries, the Bondholders or the Couponholders or any other Secured Party), appoint any person established or resident in any jurisdiction (whether a Trust Corporation or not) to act either as a separate trustee or as a co-trustee jointly with the Bond Trustee:
 - (a) if the Bond Trustee considers such appointment to be in the interests of the Bondholders;
 - (b) for the purposes of conforming to any legal requirements, restrictions or conditions in any jurisdiction in which any particular act or acts is or are to be performed; or
 - (c) for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction of either a judgment already obtained or any of the provisions of these presents against the Issuer or any Charging Subsidiary.

The Issuer and each Charging Subsidiary irrevocably appoints the Bond Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment. Such a

person shall (subject always to the provisions of these presents) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Bond Trustee by these presents) and such duties and obligations as shall be conferred or imposed by the instrument of appointment. The Bond Trustee shall have power in like manner to remove any such person. Such reasonable remuneration as the Bond Trustee may pay to any such person, together with any attributable Liabilities incurred by it in performing its function as such separate trustee or co-trustee, shall for the purposes of these presents be treated as Liabilities incurred by the Bond Trustee.

29. BOND TRUSTEE'S RETIREMENT AND REMOVAL

A trustee of these presents may retire at any time on giving not less than 60 days' prior written notice to the Issuer without giving any reason and without being responsible for any Liabilities incurred by reason of such retirement. The Bondholders may by Extraordinary Resolution remove any trustee or trustees for the time being of these presents. The Issuer undertakes that in the event of the only trustee of these presents which is a Trust Corporation (for the avoidance of doubt, disregarding for this purpose any separate or co-trustee appointed under Clause 28.2) giving notice under this Clause or being removed by Extraordinary Resolution it will use its best endeavours to procure that a new trustee of these presents being a Trust Corporation is appointed as soon as reasonably practicable thereafter. The retirement or removal of any such trustee shall not become effective until a successor trustee being a Trust Corporation is appointed. If, in such circumstances, no appointment of such a new trustee has become effective within 60 days of the date of such notice or Extraordinary Resolution, the Bond Trustee shall be entitled to appoint a Trust Corporation as trustee of these presents, but no such appointment shall take effect unless previously approved by an Extraordinary Resolution.

30. BOND TRUSTEE'S POWERS TO BE ADDITIONAL

The powers conferred upon the Bond Trustee by these presents shall be in addition to any powers which may from time to time be vested in the Bond Trustee by the general law or as a holder of any of the Bonds or Coupons.

31. NOTICES

Any notice or demand to the Issuer, the Charging Subsidiaries or the Bond Trustee to be given, made or served for any purposes under these presents shall be given, made or served by sending the same by post, by facsimile transmission, by email or by delivering it by hand as follows:

- (a) to the Issuer: Catalyst Housing Limited
Ealing Gateway
26-30 Uxbridge Road
London WA5 2AU
- Attention: Michaela Booth, Director of Corporate Finance
Gill Bloomfield, Head of Treasury
Email: Michaela.Booth@chg.org.uk
Gill.Bloomfield@chg.org.uk
Facsimile No.: 020 8832 3394; 020 8832 3284
- (b) to the Bond Trustee: Prudential Trustee Company Limited
Laurence Pountney Hill

London EC4R 0HH

Attention: Corporate Trust Manager
Email: trustees@mandg.co.uk
Facsimile No.: 020 7548 3883

- (c) to any Charging Subsidiary, to the address, facsimile number or email address and for the attention of such person or entity as specified in the relevant Supplemental Bond Trust Deed,

or to such other address, facsimile number or email address as shall have been notified (in accordance with this Clause) to the other parties hereto and any notice or demand sent by post as aforesaid shall be deemed to have been given, made or served (a) if posted, five days after being deposited in the post, first class postage prepaid, in a correctly addressed envelope, (b) any notice or demand sent by facsimile transmission as aforesaid shall be deemed to have been given, made or served when received in legible form and (c) any notice or demand sent by email as aforesaid shall be deemed to have been given, made or served when (i) the relevant read receipt of such email is given or (ii) where no read receipt is requested by the sender or where a read receipt is requested by the sender but not given by the recipient, at the time of sending, provided that no delivery failure notice is received by the sender within 24 hours of sending such email and, in the case of a notice of demand sent by facsimile transmission or email, such notice or demand shall forthwith be confirmed by post. The failure of the addressee to receive such confirmation shall not invalidate the relevant notice or demand given by facsimile transmission or email.

32. GOVERNING LAW

These presents, and any non-contractual obligations or matters arising from or connected with them, shall be governed by, and construed in accordance with, English law.

33. SUBMISSION TO JURISDICTION

The Issuer and each Charging Subsidiary irrevocably agrees for the benefit of the Bond Trustee, the Bondholders, the Couponholders and the other Secured Parties that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these presents (including a dispute relating to any non-contractual obligations arising out of or in connection with these presents) and accordingly submits to the exclusive jurisdiction of the English courts. The Issuer and each Charging Subsidiary waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Bond Trustee, the Bondholders, the Couponholders and the other Secured Parties may take any suit, action or proceeding arising out of or in connection with these presents (including any suit, action or proceedings relating to any non-contractual obligations arising out of or in connection with these presents) (together referred to as **Proceedings**) against the Issuer or any Charging Subsidiary in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

34. COUNTERPARTS

This Bond Trust Deed and any trust deed supplemental hereto may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same deed and any party to this Bond Trust Deed or any trust deed supplemental hereto may enter into the same by executing and delivering a counterpart.

35. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

IN WITNESS whereof this Bond Trust Deed has been executed as a deed by the Issuer and the Bond Trustee and delivered on the date first stated on page 1.

SCHEDULE 1

FORM OF GLOBAL BONDS

PART 1

FORM OF TEMPORARY GLOBAL BOND

CATALYST HOUSING LIMITED

(incorporated in England with limited liability under the Co-operative and Community Benefit Societies Act 2014 with registration number 16561R and registered with the Regulation Committee of the Homes and Communities Agency under the Housing and Regeneration Act 2008, as amended by the Localism Act 2011, with number L0699)

TEMPORARY GLOBAL BOND

representing

£250,000,000 3.125 PER CENT. SECURED BONDS DUE 2047

ISIN: XS1706110555

This Bond is a temporary Global Bond without interest coupons in respect of a duly authorised issue of Bonds of Catalyst Housing Limited (the **Issuer**), designated as specified in the title hereof (the **Bonds**), limited to the aggregate principal amount of two hundred and fifty million pounds Sterling (£250,000,000) and constituted by a Bond Trust Deed dated 31st October, 2017 (the **Bond Trust Deed**) between the Issuer and Prudential Trustee Company Limited as bond trustee (the trustee for the time being thereof being herein called the **Bond Trustee**). References herein to the Conditions (or to any particular numbered Condition) shall be to the Conditions (or that particular one of them) set out in Part 2 of Schedule 2 to the Bond Trust Deed.

1. Principal Amount

The principal amount of Bonds represented by this temporary Global Bond shall be the aggregate principal amount from time to time entered in the records of both Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg** and, together with Euroclear, the **relevant Clearing Systems**). The records of the relevant Clearing Systems (which expression in this temporary Global Bond means the records that each relevant Clearing System holds for its customers which reflect the amount of each such customer's interest in the Bonds) shall be conclusive evidence of the principal amount of Bonds represented by this temporary Global Bond and, for these purposes, a statement issued by a relevant Clearing System (which statement shall be made available to the bearer upon request) stating the principal amount of Bonds represented by this temporary Global Bond at any time shall be conclusive evidence of the records of the relevant Clearing System at that time.

On any redemption of, or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Bonds represented by this temporary Global Bond the Issuer shall procure that details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered pro rata in the records of the relevant Clearing Systems, and, upon any such entry being made, the principal amount of the Bonds recorded in the records of the relevant Clearing Systems and represented by this temporary Global Bond shall be

reduced by the aggregate principal amount of the Bonds so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid.

2. **Promise to pay**

Subject as provided in this temporary Global Bond the Issuer promises to pay to the bearer the principal amount of this temporary Global Bond on 31st October, 2047 (or on such earlier date as the said principal amount may become repayable in accordance with the Conditions or the Bond Trust Deed) and to pay interest six-monthly in arrear in equal instalments on 30th April and 31st October in each year on the principal amount from time to time of this temporary Global Bond at the rate of 3.125 per cent. per annum together with such other amounts (if any) as may be payable, all subject to and in accordance with the Conditions and the provisions of the Bond Trust Deed.

3. **Exchange for Permanent Global Bond and purchases**

This temporary Global Bond is exchangeable in whole or in part upon the request of the bearer for a further global bond in respect of up to £250,000,000 aggregate principal amount of the Bonds (the **Permanent Global Bond**) only on and subject to the terms and conditions set out below.

On and after the date (the **Exchange Date**) which is 40 days after this temporary Global Bond is issued, interests in this temporary Global Bond may be exchanged in whole or in part at the specified office of the Principal Paying Agent (or such other place as the Bond Trustee may agree) for the Permanent Global Bond and the Issuer shall procure that the Principal Paying Agent shall issue and deliver, in full or partial exchange for this temporary Global Bond, the Permanent Global Bond (or, as the case may be, endorse the Permanent Global Bond) in an aggregate principal amount equal to the principal amount of this temporary Global Bond submitted for exchange provided that if definitive Bonds (together with the Coupons appertaining thereto) have already been issued in exchange for all the Bonds represented for the time being by the Permanent Global Bond, then this temporary Global Bond may thereafter be exchanged only for definitive Bonds (together with the Coupons appertaining thereto) and in such circumstances references herein to the Permanent Global Bond shall be construed accordingly and provided further that the Permanent Global Bond shall be issued and delivered (or, as the case may be, endorsed) only if and to the extent that there shall have been presented to the Issuer a certificate from Euroclear or from Clearstream, Luxembourg to the effect that it has received from or in respect of a person entitled to a particular principal amount of the Bonds (as shown by its records) a certificate of non-US beneficial ownership in the form required by it.

Any person who would, but for the provisions of this temporary Global Bond, the Permanent Global Bond and the Bond Trust Deed, otherwise be entitled to receive a definitive Bond or definitive Bonds shall only be entitled to require the exchange of an appropriate part of this temporary Global Bond for a like part of the Permanent Global Bond if and to the extent that there shall have been presented to the Issuer a certificate from Euroclear or from Clearstream, Luxembourg to the effect that it has received from or in respect of a person entitled to a particular principal amount of the Bonds (as shown by its records) a certificate of non-US beneficial ownership in the form required by it.

Upon (a) any exchange of a part of this temporary Global Bond for a like part of the Permanent Global Bond or (b) the purchase by or on behalf of the Issuer or any of its Subsidiaries (including, without limitation, any Charging Subsidiary) and cancellation of a

part of this temporary Global Bond in accordance with the Conditions, as the case may be, the Issuer shall procure that the portion of the principal amount hereof so exchanged or cancelled shall be entered *pro rata* in the records of the relevant Clearing Systems, and, upon any such entry being made, the principal amount of the Bonds represented by this temporary Global Bond shall be reduced by the aggregate principal amount of this temporary Global Bond so exchanged or cancelled.

4. Payments

Until the entire principal amount of this temporary Global Bond has been extinguished, this temporary Global Bond shall in all respects be entitled to the same benefits as the definitive Bonds for the time being represented hereby and shall be entitled to the benefit of and be bound by the Bond Trust Deed, except that the holder of this temporary Global Bond shall not (unless upon due presentation of this temporary Global Bond for exchange, issue and delivery of the Permanent Global Bond or the recording of interests in a permanent Global Bond in the records of the relevant Clearing Systems is improperly withheld or refused and such withholding or refusal is continuing at the relevant payment date) be entitled (a) to receive any payment of interest on this temporary Global Bond except (subject to (b) below) upon certification as to non-US beneficial ownership in the form required by Euroclear and/or Clearstream, as the case may be, or (b) on and after the Exchange Date, to receive any payment on this temporary Global Bond.

Upon any payment in respect of this temporary Global Bond the Principal Paying Agent shall, on behalf of the Issuer, instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such payment.

All payments of any amounts payable and paid to the bearer of this temporary Global Bond shall be valid and, to the extent of the sums so paid, effectual to satisfy and discharge the liability for the moneys payable hereon, on the Permanent Global Bond and on the relevant definitive Bonds and Coupons.

5. Accountholders

For so long as all of the Bonds are represented by one or both of the Permanent Global Bond and this temporary Global Bond and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of such Bonds (each an **Accountholder**) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Bonds standing to the account of any person shall, in the absence of manifest error, be conclusive and binding for all purposes) shall be treated as the holder of such principal amount of such Bonds for all purposes (including for the purposes of any quorum requirements of, or the right to demand a poll at, meetings of the Bondholders) other than with respect to the payment of principal, premium and interest on such Bonds, the right to which shall be vested, as against the Issuer and the Bond Trustee, solely in the bearer of the relevant Global Bond in accordance with and subject to its terms and the terms of the Bond Trust Deed. Each Accountholder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the bearer of the relevant Global Bond.

6. Notices

For so long as all of the Bonds are represented by one or both of the Permanent Global Bond and this temporary Global Bond and such Global Bond is/are held on behalf of Euroclear

and/or Clearstream, Luxembourg, notices to Bondholders (which includes, for this purpose, any annual financial statements or Compliance Certificate required to be made available pursuant to a request by any of the Bondholders pursuant to Condition 5.5 (*Information Covenant*)) may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relative Accountholders rather than by publication as required by Condition 14 (*Notices*) provided that, so long as the Bonds are admitted to the official list maintained by the Financial Conduct Authority in its capacity as the UK Listing Authority (the **UKLA**) and admitted to trading on the London Stock Exchange plc's regulated market for listed securities, all requirements of the UKLA have been complied with. Any such notice shall be deemed to have been given to the Bondholders on the second day after the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

Whilst any Bonds held by a Bondholder are represented by one or both of the Permanent Global Bond and this temporary Global Bond, notices to be given by such Bondholder may be given by such Bondholder to the Principal Paying Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such a manner as the Principal Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

7. Call Option

For so long as all of the Bonds are represented by one or both of the Permanent Global Bond and this temporary Global Bond and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, no drawing of Bonds will be required under Condition 9.5 (*Provisions relating to Partial Redemption*) in the event that the Issuer exercises its call option pursuant to Condition 9.3 (*Early Redemption at the Option of the Issuer*) in respect of less than the aggregate principal amount of the Bonds outstanding at such time. In such event, the standard procedures of Euroclear and/or Clearstream, Luxembourg shall operate to determine which interests in the Global Bond(s) are to be subject to such option.

8. Prescription

Claims against the Issuer in respect of principal, premium and interest on the Bonds represented by the Permanent Global Bond or this temporary Global Bond will be prescribed after ten years (in the case of principal) and five years (in the case of interest) from the Relevant Date.

9. Authentication

This temporary Global Bond shall not be or become valid or obligatory for any purpose unless and until authenticated by or on behalf of the Principal Paying Agent and effectuated by the entity appointed as common safekeeper.

10. Governing law

This temporary Global Bond and any non-contractual obligations arising out of or in connection with it is governed by, and shall be construed in accordance with, the laws of England.

11. Contracts (Rights of Third Parties) Act 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this temporary Global Bond, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

IN WITNESS whereof the Issuer has caused this temporary Global Bond to be signed manually or in facsimile by a person duly authorised on its behalf.

Catalyst Housing Limited

By:
(Duly authorised)

Issued in London, England on 31st October, 2017.

Certificate of authentication

This temporary Global Bond is duly authenticated without recourse, warranty or liability.

.....
Duly authorised
for and on behalf of
The Bank of New York Mellon, London Branch
as Principal Paying Agent

Effectuated without recourse,
warranty or liability by
Euroclear Bank SA/NV
as Common Safekeeper

By:

PART 2

FORM OF PERMANENT GLOBAL BOND

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

CATALYST HOUSING LIMITED

(incorporated in England with limited liability under the Co-operative and Community Benefit Societies Act 2014 with registration number 16561R and registered with the Regulation Committee of the Homes and Communities Agency under the Housing and Regeneration Act 2008, as amended by the Localism Act 2011, with number L0669)

PERMANENT GLOBAL BOND

representing up to

£250,000,000 3.125 PER CENT. SECURED BONDS DUE 2047
ISIN: XS1706110555

This Bond is a permanent Global Bond without interest coupons in respect of a duly authorised issue of Bonds of Catalyst Housing Limited (the **Issuer**), designated as specified in the title hereof (the **Bonds**), limited to the aggregate principal amount of two hundred and fifty million pounds Sterling (£250,000,000) and constituted by a Bond Trust Deed dated 31st October, 2017 (the **Bond Trust Deed**) between the Issuer and Prudential Trustee Company Limited as bond trustee (the trustee for the time being thereof being herein called the **Bond Trustee**). References herein to the Conditions (or to any particular numbered Condition) shall be to the Conditions (or that particular one of them) set out in Part 2 of Schedule 2 to the Bond Trust Deed.

1. Principal Amount

The principal amount of Bonds represented by this permanent Global Bond shall be the aggregate principal amount from time to time entered in the records of both Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg** and, together with Euroclear, the **relevant Clearing Systems**). The records of the relevant Clearing Systems (which expression in this permanent Global Bond means the records that each relevant Clearing System holds for its customers which reflect the amount of each such customer's interest in the Bonds) shall be conclusive evidence of the principal amount of Bonds represented by this permanent Global Bond and, for these purposes, a statement issued by a relevant Clearing System (which statement shall be made available to the bearer upon request) stating the principal amount of Bonds represented by this permanent Global Bond at any time shall be conclusive evidence of the records of the relevant Clearing System at that time.

On any redemption of, or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Bonds represented by this permanent Global Bond the Issuer shall procure that details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered *pro rata* in the records of the relevant Clearing Systems, and, upon any such entry being made, the principal amount of the Bonds recorded in the records of the relevant Clearing Systems and represented by this permanent Global Bond shall

be reduced by the aggregate principal amount of the Bonds so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid.

2. **Promise to pay**

Subject as provided in this permanent Global Bond the Issuer promises to pay to the bearer the principal amount of this permanent Global Bond on 31st October, 2047 (or on such earlier date as the said principal amount or part respectively may become repayable in accordance with the Conditions or the Bond Trust Deed) and to pay interest six-monthly in arrear in equal instalments on 30th April and 31st October in each year on the principal amount from time to time of this permanent Global Bond at the rate of 3.125 per cent. per annum together with such other amounts (if any) as may be payable, all subject to and in accordance with the Conditions and the provisions of the Bond Trust Deed.

3. **Exchange for definitive Bonds and purchases**

This permanent Global Bond will be exchangeable in whole but not in part (free of charge to the holder) for definitive Bonds only (a) upon the happening of any of the events defined in Condition 12.1 as **Events of Default**, (b) if both Euroclear and Clearstream Luxembourg are 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 no alternative clearing system satisfactory to the Bond Trustee is available, or (c) if the Issuer has or would become subject to adverse tax consequences which would not be suffered were the Bonds in definitive form and a certificate to such effect signed by two Authorised Signatories of the Issuer is given to the Bond Trustee. Thereupon (in the case of (a) and (b) above) the holder of this permanent Global Bond (acting on the instructions of (an) Accountholder(s) (as defined below)) may give notice to the Issuer and the Principal Paying Agent, and (in the case of (c) above) the Issuer may give notice to the Bond Trustee, the Principal Paying Agent and the Bondholders, of its intention to exchange this permanent Global Bond for definitive Bonds on or after the Exchange Date (as defined below).

On or after the Exchange Date the holder of this permanent Global Bond may or, in the case of (c) above, shall surrender this permanent Global Bond to or to the order of the Principal Paying Agent. In exchange for this permanent Global Bond the Issuer will deliver, or procure the delivery of, definitive Bonds in bearer form, serially numbered, in the denominations of £100,000 and integral multiples of £1,000 in excess thereof up to and including £199,000 each with interest coupons and one talon (**Coupons**) attached on issue in respect of interest which has not already been paid on this permanent Global Bond (in exchange for the whole of this permanent Global Bond).

Exchange Date means a day specified in the notice requiring exchange falling not later than 45 days after that on which such notice is given and on which banks are open for business in the city in which the specified office of the Principal Paying Agent is located and (except in the case of (b) above) in the city in which the relevant clearing system is located.

Upon (a) any exchange of a part of the Temporary Global Bond for a part of this permanent Global Bond or (b) the purchase by or on behalf of the Issuer or any of its Subsidiaries (including, without limitation, any Charging Subsidiary) and cancellation of a part of this permanent Global Bond in accordance with the Conditions, as the case may be, the Issuer shall procure that the portion of the principal amount hereof so exchanged or cancelled shall be entered *pro rata* in the records of the relevant Clearing Systems, and, upon any such entry being made, the principal amount of the Bonds represented by this permanent Global Bond

shall be reduced by the aggregate principal amount of this permanent Global Bond so exchanged or cancelled.

Upon the exchange of the whole of this permanent Global Bond for definitive Bonds this permanent Global Bond shall be surrendered to or to the order of the Principal Paying Agent and cancelled and, if the holder of this permanent Global Bond requests, returned to it together with any relevant definitive Bonds.

4. Payments

Until the entire principal amount of this permanent Global Bond has been extinguished, this permanent Global Bond shall (subject as hereinafter and in the Bond Trust Deed provided) in all respects be entitled to the same benefits as the definitive Bonds and shall be entitled to the benefit of and be bound by the Bond Trust Deed. Payments of principal, premium and interest in respect of Bonds represented by this permanent Global Bond will be made against presentation and, if no further payment falls to be made in respect of the Bonds, surrender of this permanent Global Bond to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Bondholders for such purposes. Upon any payment in respect of this permanent Global Bond the Principal Paying Agent shall, on behalf of the Issuer, instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such payments.

All payments of any amounts payable and paid to the bearer of this permanent Global Bond shall be valid and, to the extent of the sums so paid, effectual to satisfy and discharge the liability for the moneys payable hereon and on the relevant definitive Bonds and Coupons.

5. Accountholders

For so long as all of the Bonds are represented by one or both of the Temporary Global Bond and this permanent Global Bond and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of such Bonds (each an **Accountholder**) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Bonds standing to the account of any person shall, in the absence of manifest error, be conclusive and binding for all purposes) shall be treated as the holder of such principal amount of such Bonds for all purposes (including for the purposes of any quorum requirements of, or the right to demand a poll at, meetings of the Bondholders) other than with respect to the payment of principal, premium and interest on such Bonds, the right to which shall be vested, as against the Issuer and the Bond Trustee, solely in the bearer of the relevant Global Bond in accordance with and subject to its terms and the terms of the Bond Trust Deed. Each Accountholder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the bearer of the relevant Global Bond.

6. Notices

For so long as all of the Bonds are represented by one or both of the Temporary Global Bond and this permanent Global Bond and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Bondholders (which includes, for this purpose, any annual financial statements or Compliance Certificate required to be made available pursuant to a request by any of the Bondholders pursuant to Condition 5.5 (*Information Covenant*)) may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relative Accountholders rather

than by publication as required by Condition 14 (*Notices*) provided that, so long as the Bonds are admitted to the official list maintained by the Financial Conduct Authority in its capacity as the UK Listing Authority (the **UKLA**) and admitted to trading on the London Stock Exchange plc's regulated market for listed securities, all requirements of the UKLA have been complied with. Any such notice shall be deemed to have been given to the Bondholders on the second day after the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

Whilst any Bonds held by a Bondholder are represented by a Global Bond, notices to be given by such Bondholder may be given by such Bondholder to the Principal Paying Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such a manner as the Principal Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

7. Call Option

For so long as all of the Bonds are represented by one or both of the Temporary Global Bond and this permanent Global Bond and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, no drawing of Bonds will be required under Condition 9.5 (*Provisions relating to Partial Redemption*) in the event that the Issuer exercises its call option pursuant to Condition 9.3 (*Early Redemption at the Option of the Issuer*) in respect of less than the aggregate principal amount of the Bonds outstanding at such time. In such event, the standard procedures of Euroclear and/or Clearstream, Luxembourg shall operate to determine which interests in the Global Bond(s) are to be subject to such option.

8. Prescription

Claims against the Issuer in respect of principal, premium and interest on the Bonds represented by the Temporary Global Bond or this permanent Global Bond will be prescribed after ten years (in the case of principal) and five years (in the case of interest) from the Relevant Date.

9. Authentication

This permanent Global Bond shall not be or become valid or obligatory for any purpose unless and until authenticated by or on behalf of the Principal Paying Agent and effectuated by the entity appointed as common safekeeper.

10. Governing law

This permanent Global Bond and any non-contractual obligations arising out of or in connection with it is governed by, and shall be construed in accordance with, the laws of England.

11. Contracts (Rights of Third Parties) Act 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this permanent Global Bond, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

IN WITNESS whereof the Issuer has caused this permanent Global Bond to be signed manually or in facsimile by a person duly authorised on its behalf.

Catalyst Housing Limited

By:
(Duly authorised)

Issued in London, England on 31st October, 2017.

Certificate of authentication

This permanent Global Bond is duly authenticated without recourse, warranty or liability.

.....
Duly authorised
for and on behalf of
The Bank of New York Mellon, London Branch
as Principal Paying Agent

Effectuated without recourse,
warranty or liability by
Euroclear Bank SA/NV
as Common Safekeeper

By:

SCHEDULE 2

FORM OF DEFINITIVE BOND, COUPON AND TALON AND THE CONDITIONS OF THE BONDS

PART 1

FORM OF DEFINITIVE BOND

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

[●]

ISIN: XS1706110555

[Serial No.]

CATALYST HOUSING LIMITED

(incorporated in England with limited liability under the Co-operative and Community Benefit Societies Act 2014 with registration number 16561R and registered with the Regulation Committee of the Homes and Communities Agency under the Housing and Regeneration Act 2008, as amended by the Localism Act 2011, with number L0699)

£250,000,000 3.125 PER CENT. SECURED BONDS DUE 2047

The issue of the Bonds was authorised by a resolution of the Treasury Committee of Catalyst Housing Limited (the **Issuer**) passed on 9th October, 2017.

This Bond forms one of a series of Bonds constituted by a Bond Trust Deed (the **Bond Trust Deed**) dated 31st October, 2017 made between the Issuer and Prudential Trustee Company Limited as bond trustee for the holders of the Bonds and issued as Bonds in bearer form in the denominations of £100,000 and integral multiples of £1,000 in excess thereof up to and including £199,000 each with Coupons and one talon attached in an aggregate principal amount of £250,000,000.

The Issuer for value received and subject to and in accordance with the Conditions (the **Conditions**) endorsed hereon hereby promises to pay to the bearer on 31st October, 2047 (or on such earlier date as the principal sum hereunder mentioned may become repayable in accordance with the Conditions) the principal sum of:

£[●] ([●] pounds Sterling)

together with interest on the said principal sum at the rate of 3.125 per cent. per annum payable six-monthly in arrear in equal instalments on 30th April and 31st October in each year and together with such other amounts (if any) as may be payable, all subject to and in accordance with the Conditions and the provisions of the Bond Trust Deed.

Neither this Bond nor the Coupons appertaining hereto shall be or become valid or obligatory for any purpose unless and until this Bond has been authenticated by or on behalf of the Principal Paying Agent.

IN WITNESS whereof this Bond has been executed on behalf of the Issuer.

Catalyst Housing Limited

By:
Authorised Signatory

By:
Authorised Signatory

Dated as of [●].

Issued in London, England.

Certificate of authentication

This Bond is duly authenticated
without recourse, warranty or liability.

.....
Duly authorised
for and on behalf of
The Bank of New York Mellon, London Branch
as Principal Paying Agent

FORM OF COUPON

On the front:

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

CATALYST HOUSING LIMITED

£250,000,000 3.125 PER CENT. SECURED BONDS DUE 2047

Coupon appertaining to a Bond in the denomination of £[●].

This Coupon is separately negotiable, payable to bearer, and subject to the Conditions of the said Bonds.

Coupon for £[●] due on [●], [20●]

[No.] []

ISIN:
XS1706110555

[Serial No.]

On the back:

PRINCIPAL PAYING AGENT

The Bank of New York Mellon, London Branch

One Canada Square

London E14 5AL

FORM OF TALON

On the front:

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

CATALYST HOUSING LIMITED

£250,000,000 3.125 PER CENT. SECURED BONDS DUE 2047

Talon appertaining to a Bond in the denomination of £[●].

On and after [●], [●] further Coupons and a further Talon will be issued at the specified office of any of the Paying Agents set out on the reverse hereof (and/or any other or further Paying Agents and/or specified offices as may from time to time be duly appointed and notified to the Bondholders) upon production and surrender of this Talon.

[No.]	[]	ISIN:	[Serial No.]
			XS1706110555	

On the back:

PRINCIPAL PAYING AGENT

The Bank of New York Mellon, London Branch

One Canada Square

London E14 5AL

PART 2

CONDITIONS OF THE BONDS

The £250,000,000 3.125 per cent. Secured Bonds due 2047 (the **Bonds**, which expression shall in these Conditions, unless the context otherwise requires, include any further bonds issued pursuant to Condition 18 (*Further Issues*) and forming a single series with the Bonds) of Catalyst Housing Limited (the **Issuer**) are constituted by a Bond Trust Deed dated 31st October, 2017 (as amended and/or supplemented and/or restated from time to time, the **Bond Trust Deed**) made between the Issuer and Prudential Trustee Company Limited (the **Bond Trustee**, which expression shall include its successor(s)) as trustee for the holders of the Bonds (the **Bondholders**) and the holders of the interest coupons appertaining to the Bonds (the **Couponholders** and the **Coupons** respectively, which expressions shall, unless the context otherwise requires, include the talons for further interest coupons (the **Talons**) and the holders of the Talons).

The Bondholders have the benefit of security allocated to them pursuant to a Security Trust Deed dated 31st October, 2017 (as amended and/or supplemented and/or restated from time to time, the **Security Trust Deed**) made between, *inter alios*, the Issuer and Prudential Trustee Company Limited (the **Security Trustee**, which expression shall include any successor(s)).

The Bonds also have the benefit of an Agency Agreement (as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated 31st October, 2017 and made between the Issuer, the Bond Trustee, The Bank of New York Mellon, London Branch as principal paying agent (the **Principal Paying Agent**, which expression shall include any successor agent) and the other paying agents named therein (together with the Principal Paying Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents).

Copies of the Bond Trust Deed, the Security Trust Deed, the Security Agreements (as defined below) and the Agency Agreement are available for inspection during normal business hours by the Bondholders and the Couponholders at the principal office for the time being of the Bond Trustee, being at the date of issue of the Bonds at Laurence Pountney Hill, London EC4R 0HH, and at the specified office of each of the Paying Agents. The Bondholders and the Couponholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Bond Trust Deed, the Security Trust Deed, the Security Agreements and the Agency Agreement applicable to them. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of and definitions in the Bond Trust Deed, which includes the form of the Bonds, and the Security Trust Deed.

1. DEFINITIONS

Words and expressions defined in the Bond Trust Deed, the Security Trust Deed or the Agency Agreement shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated.

In these Conditions:

2047 Bond Beneficiaries means, collectively, the Bondholders and the other Secured Parties;

Account Agreement means the Account Agreement dated 2047, 2017 between the Issuer, the Bond Trustee and the Account Bank, as amended and/or supplemented and/or restated from time to time;

Account Bank means The Bank of New York Mellon, London Branch as account bank under the Account Agreement and any successor account bank appointed thereunder;

Appointee means any attorney, manager, agent, delegate, nominee, custodian, receiver or other person appointed by the Bond Trustee under, or pursuant to, these Conditions or the Bond Trust Deed;

Apportionment Certificate means, in relation to the 2047 Bond Beneficiaries, the certificate to the Representative as signed by the Issuer and each Charging Subsidiary (if any) and countersigned by the Security Trustee and the Representative which sets out the Charged Properties which are allocated in favour of the 2047 Bond Beneficiaries in relation to all monies, liabilities and obligations whatsoever (actual or contingent) payable, owing, due or incurred by the Issuer to the 2047 Bond Beneficiaries pursuant to the Bond Trust Deed, the Bonds, the Coupons and the other Transaction Documents, as amended and redelivered from time to time, and which is substantially in the form set out in Schedule 3 to the Security Trust Deed;

Asset Cover Test means the financial covenant set out in Condition 5.3 (*Asset Cover Covenant*);

Authorised Signatory means, in respect of the Issuer or any Charging Subsidiary, a board member, a director, the secretary or any senior executive officer of the Issuer or such Charging Subsidiary, as the case may be;

Beneficiary means:

- (a) in respect of the Bonds, the 2047 Bond Beneficiaries; and
- (b) each other entity which has acceded or will accede to the Security Trust Deed as a beneficiary pursuant to and in accordance with the terms of the Security Trust Deed;

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

Certificate of Title has the meaning given to it in the Security Trust Deed;

Charged Account means the account in the name of the Issuer established pursuant to the Account Agreement which is charged in favour of the Bond Trustee pursuant to the Bond Trust Deed for the benefit of the 2047 Bond Beneficiaries;

Charged Cash means, at any time, the aggregate of all amounts standing to the credit of the Charged Account at such time;

Charged Properties means, at any time, the property legally mortgaged and any other freehold or leasehold property charged by way of first fixed charge pursuant to a Security Agreement and which has been allocated for the benefit of the 2047 Bond Beneficiaries pursuant to the Security Trust Deed;

Charging Subsidiary means any Eligible Subsidiary which creates security in favour of the Security Trustee for the benefit of itself and the 2047 Bond Beneficiaries pursuant to, and in accordance with, the Security Documents, subject to such Charging Subsidiary ceasing to be a Charging Subsidiary in accordance with the Bond Trust Deed and the Security Trust Deed;

Compliance Certificate means a certificate, signed by two Authorised Signatories of the Issuer, substantially in the form set out in Schedule 5 (*Form of Compliance Certificate*) to the Bond Trust Deed setting out, *inter alia*, calculations in respect of the Asset Cover Test;

continuing means, in respect of an Event of Default, that such Event of Default is continuing unremedied and unwaived to the satisfaction of the Bond Trustee;

Desk Top Valuation means, in relation to the Charged Properties, a valuation of those properties conducted in accordance with the same methodology as a Full Valuation addressed to, *inter alios*, the Bond Trustee provided by a Valuer on a "desk-top" basis;

Eligible Subsidiary means any member of the Group (other than the Issuer) which is a charity within the meaning of section 1 of the Charities Act 2011, as amended from time to time, (or which has a status which, in the opinion of the Issuer and the Bond Trustee, is substantially equivalent under any replacement or successor legislation) and a Registered Provider of Social Housing;

Enforcement Event means any event, howsoever described, specified in a Finance Document as an event upon the occurrence of which the relevant Beneficiary or group of Beneficiaries (or the relevant representative thereof, being, in the case of the 2047 Bond Beneficiaries, the Representative) to whom such Finance Document relates becomes entitled:

- (a) to call for early repayment of all or any of the Secured Liabilities (as defined in the Security Trust Deed) under such Finance Documents; and/or
- (b) to call for cash collateral in respect of all or any contingent Secured Liabilities under such Finance Documents (but shall not include any Beneficiary becoming entitled to call for the delivery of cash pursuant to an ISDA credit support annex unless the relevant Obligor fails to make payment thereof when so demanded); and/or
- (c) to terminate all or any of the transactions entered into pursuant to such Finance Document (but excluding any interest rate arrangement entered into by the relevant Beneficiary to which the Issuer is not a party unless such Beneficiary becomes entitled to terminate the same as a consequence of a default (howsoever described) by the relevant Obligor under the terms of the Finance Document prior to the scheduled maturity thereof); and/or
- (d) to require the Security Trustee to enforce any of the Security Documents (as defined in the Security Trust Deed) constituting such Beneficiary's designated security;

EUV-SH means a valuation made on the basis of existing use value for social housing ("EUV-SH") as defined by the RICS at UKVS1.12 of the RICS Valuation Professional Standards January 2014 (revised April 2015) (or, if a subsequent edition of the RICS Valuation Standards has been published at the relevant time, the relevant valuation standard of the then most recently published edition of the RICS Valuation Standards) or, if the RICS Valuation Standards are no longer published at such time, on a basis agreed between the Issuer, the Bond Trustee and a Valuer, and **EUV-SH Charged Properties** shall be construed accordingly;

Event of Default has the meaning given to it in Condition 12.1 (*Events of Default*);

Final Retained Bond Disposal Date means the first date on which no Retained Bonds are held by or on behalf of the Issuer, either as a result of a sale to a third party or following cancellation of Retained Bonds in accordance with Condition 9.7 (*Cancellations*);

Finance Document has the meaning given to it in the Security Trust Deed;

Financial Year means each 12 month period ending on 31st March;

Fixtures means, in relation to any Charged Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Issuer or the relevant Charging Subsidiary, as the case may be;

Full Valuation means, in relation to the Charged Properties, the New Additional Properties or the New Substitute Properties, a valuation of those properties addressed to, *inter alios*, the Bond Trustee provided by a Valuer containing such information as is relevant to the portfolio of the Charged Properties, the New Additional Properties or the New Substitute Properties, as the case may be, and showing the value of the properties on the basis of EUV-SH and/or MV-ST (to the extent applicable) or, where agreed between the Bond Trustee and the Issuer, a letter from the relevant Valuer confirming that there have been no material changes in respect of a previous Full Valuation given by such Valuer in respect of such properties;

Group means, together, the Issuer and its Subsidiaries;

Housing and Regeneration Act means the Housing and Regeneration Act 2008 (as amended from time to time);

Insurances means all contracts and policies of insurance of whatever nature which are from time to time taken out by or with the authority and on behalf of the Issuer or the relevant Charging Subsidiary, as the case may be, in relation to the Charged Property;

Letting Documents means any lease, tenancy or licence to occupy, or any agreement for any of the same, from time to time granted or entered into by the Issuer or the relevant Charging Subsidiary, as the case may be, or any predecessor in title of the Issuer or such Charging Subsidiary to which a Charged Property may be subject from time to time and any licence, consent or approval given thereunder;

Minimum Value means:

$$\left(\frac{A}{105} + \frac{B}{115} \right) \times 100$$

where:

A = the Value of the residential EUV-SH Charged Properties determined on the basis of EUV-SH; and

B = the Value of the residential MV-ST Charged Properties determined on the basis of MV-ST.

For the avoidance of doubt, the Charged Properties shall be treated as EUV-SH Charged Properties for the purpose of determining the Minimum Value unless and until a Value, determined on the basis of MV-ST, is given by a Valuer in respect of such Charged Properties

and the Valuer has confirmed that it has reviewed a Certificate of Title (which may include a supplement thereto) in respect of each such Charged Property and, on the basis of which, the Valuer is of the opinion that it may be disposed of by the Issuer or the relevant Charging Subsidiary on an unfettered basis (meaning subject to any existing tenancies but otherwise with vacant possession and not subject to any security interest, option or other encumbrance or to any restriction preventing its sale to, or use by, any person for residential use);

MV-ST means a valuation made on the basis of the current Market Value as defined by the RICS at VPS4 1.2 of the RICS Valuation Professional Standards January 2014 (revised April 2015) (or, if a subsequent edition of the RICS Valuation Standards has been published at the relevant time, the relevant valuation standard of the then most recently published edition of the RICS Valuation Standards) (effectively, in these circumstances, based on the fact that the properties are subject to existing tenancies but are not restricted to use as social housing let at sub-market rents, and that any units that become vacant may be sold with vacant possession) or, if the RICS Valuation Standards are no longer published at such time, on a basis agreed between the Issuer, the Bond Trustee and a Valuer;

MV-ST Charged Properties means the Charged Properties accepted as such in accordance with the provisions of the Bond Trust Deed;

New Additional Properties has the meaning given to it in Condition 6.1 (*Addition of New Charged Properties*);

New Property Approval Certificate means a certificate, signed by two Authorised Signatories of the Issuer, substantially in the form set out in Schedule 6 (*Form of New Property Approval Certificate*) to the Bond Trust Deed;

New Substitute Properties has the meaning given to it in Condition 6.2 (*Substitution of Charged Properties*);

Obligor has the meaning given to it in the Security Trust Deed and, in the case of the 2047 Bond Beneficiaries, means the Issuer;

Permitted Reorganisation means any amalgamation, merger, consolidation or transfer of engagements of the whole of the Issuer's or any Charging Subsidiary's property (including, for the avoidance of doubt, any statutory procedure as provided for under the Co-operative and Community Benefit Societies Act 2014 (or otherwise)) made between the Issuer or such Charging Subsidiary, as the case may be, (**Party A**) and any other entity (**Party B**) provided that (a) any new amalgamated entity to be created as a result thereof will be a Registered Provider of Social Housing at the time when such Permitted Reorganisation becomes effective; (b) following any such amalgamation, merger, consolidation or transfer of engagements in respect of which the property of Party A (including, for the avoidance of doubt, any liabilities) shall become vested in such Party B or new amalgamated entity, Party B or such new amalgamated entity, as the case may be, will thereafter be responsible for all the liabilities of Party A pursuant to the Co-operative and Community Benefit Societies Act 2014 (or otherwise); and (c) a certificate executed by two authorised signatories of Party A or Party B confirming the above is provided to the Bond Trustee;

Potential Event of Default means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the forming of an opinion and/or the fulfilment of any similar condition, would constitute an Event of Default;

Property Release/Reallocation Certificate means a certificate, signed by two Authorised Signatories of the Issuer, substantially in the form set out in Schedule 8 (*Form of Property Release/Reallocation Certificate*) to the Bond Trust Deed;

Property Security has the meaning given to it in Condition 4 (*Security*);

Registered Provider of Social Housing means a person listed in the register of providers of social housing established under Chapter 3 of Part 2 of the Housing and Regeneration Act or any replacement or successor legislation thereto or a person having a status which, in the opinion of the Issuer and the Bond Trustee, is substantially equivalent under any replacement or successor legislation;

Regulator means the regulation committee of the Homes and Communities Agency constituted pursuant to the Housing and Regeneration Act, as amended by the Localism Act 2011, or any similar future authority or authorities carrying on substantially the same regulatory and/or supervisory functions;

Relevant Date means, in respect of any payment, the date on which the payment first becomes due but, if the full amount of the money payable has not been received by the Principal Paying Agent or the Bond Trustee on or before the due date, it means the date on which, the full amount of the money having been so received, notice to that effect has been duly given to the Bondholders by the Issuer in accordance with Condition 14 (*Notices*);

Relevant Jurisdiction means the United Kingdom or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Bonds and Coupons;

Representative means the Bond Trustee in its capacity as representative for the 2047 Bond Beneficiaries pursuant to the Security Trust Deed;

Retained Bond Custodian means The Bank of New York Mellon, London Branch as custodian pursuant to the Retained Bond Custody Agreement or any successor custodian appointed thereunder;

Retained Bond Custody Agreement means the custody agreement relating to the Retained Bonds dated 31st October, 2017 and made between the Issuer, the Bond Trustee and the Retained Bond Custodian, as amended and/or supplemented and/or restated from time to time;

Retained Bonds means £100,000,000 in principal amount of the Bonds purchased by the Issuer on the Issue Date;

RICS means the Royal Institution of Chartered Surveyors;

Right to Buy means the right of a tenant of a property:

- (a) to buy that property from the Issuer or a Charging Subsidiary under section 180 of the Housing and Regeneration Act or under Part V of the Housing Act 1985 (or any similar right replacing those rights) or under any contract conferring such a right and including, without limitation, such rights preserved notwithstanding any previous transfers of that property to the Issuer from any local authority;

- (b) to acquire an interest in that property from the Issuer or a Charging Subsidiary by means of a shared-ownership lease where the terms of any such lease comply with the regulatory requirements of the Regulator or have been approved by the Issuer or the relevant Charging Subsidiary, as the case may be; or
- (c) to buy or acquire an interest in that property from the Issuer or a Charging Subsidiary under any voluntary scheme approved by the Issuer or the relevant Charging Subsidiary, as the case may be;

Rules means the rules of the Issuer, as amended from time to time;

Secured Parties means the Bond Trustee (for itself and on behalf of the Bondholders and the Couponholders), the Principal Paying Agent, the other Paying Agents, the Account Bank and the Retained Bond Custodian;

Security has the meaning given to it in Condition 4 (*Security*);

Security Agreement means (a) the Security Agreement dated 31st October, 2017 between the Issuer and the Security Trustee pursuant to which the Issuer provides security in respect of its obligations under the Bonds, the Coupons and the other Transaction Documents, and (b) any additional agreement entered into between the Issuer or a Charging Subsidiary and the Security Trustee substantially in the form set out in the Security Trust Deed pursuant to which the Issuer or such Charging Subsidiary, as the case may be, provides security in respect of the Issuer's obligations under the Bonds, the Coupons and the other Transaction Documents;

Security Assets has the meaning given to it in Condition 4 (*Security*);

Security Documents means the Security Trust Deed and each Security Agreement;

Shared Ownership Property means any property acquired by the Issuer or any Charging Subsidiary then being occupied on shared ownership terms or in respect of which the Issuer or the relevant Charging Subsidiary, as the case may be, grants a lease on shared ownership terms so that the Issuer or the relevant Charging Subsidiary holds, or is intending to hold upon disposal on shared ownership terms, less than 100 per cent. of the beneficial (or heritable) interest in that property and the purchaser of the balance of that beneficial (or heritable) interest has the right to acquire a further portion of the Issuer's or the relevant Charging Subsidiary's retained beneficial (or heritable) interest;

Shared Ownership Sale means the disposal of the whole or any interest in a unit of residential accommodation by the Issuer or any Charging Subsidiary (or of the retained interest of the Issuer or any Charging Subsidiary in any unit of residential accommodation) which, immediately before the disposal, was comprised in a Shared Ownership Property;

Social HomeBuy has the meaning given to that term in the Local Authorities (Capital Finance and Accounting) (Amendment) (England) Regulations 2006;

Statutory Disposal means a Shared Ownership Sale, the exercise of a Right to Buy, a Social HomeBuy disposal or any other disposal of a Charged Property where it is required that some or all of the relevant disposal proceeds be credited to the disposal proceeds fund (as defined in section 177 of the Housing and Regeneration Act) of the Issuer or the relevant Charging Subsidiary;

Statutory Disposal Certificate means a certificate, signed by two Authorised Signatories of the Issuer and, in circumstances where a Charging Subsidiary is withdrawing one or more Charged Properties from the Security Assets pursuant to a Statutory Disposal, the relevant Charging Subsidiary, substantially in the form set out in Schedule 9 (*Form of Statutory Disposal Certificate*) to the Bond Trust Deed;

Subsidiary has the meaning given to that term in section 271 of the Housing and Regeneration Act and, in relation to the Issuer or any holding company of the Issuer, means an entity of which the Issuer or such holding company has direct and indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar rights of ownership and **control** for this purpose means the powers to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise;

Substitute Property Certificate means a certificate, signed by two Authorised Signatories of the Issuer, substantially in the form set out in Schedule 7 (*Form of Substitute Property Certificate*) to the Bond Trust Deed;

Transaction Documents means the Bond Trust Deed, the Security Trust Deed, each Security Agreement, the Agency Agreement, the Account Agreement and the Retained Bond Custody Agreement;

Transaction Party means any person who is a party to a Transaction Document;

Value means, at any time and in relation to the Charged Properties, the value of those properties as shown in the then latest Full Valuation or Desk Top Valuation on the basis of EUV-SH or, as the case may be, MV-ST (provided that if any Charged Property or part thereof is sold pursuant to a Right to Buy, the Value of the relevant Charged Property shall, for the purposes of this definition and with effect from the date of the relevant sale or release, be zero (if the entire relevant Charged Property has been sold) or (if only part of the Issuer's or the relevant Charging Subsidiary's interest in the relevant Charged Property has been sold) shall be the proportion of the value of the Charged Property which has not been sold pursuant to the relevant Right to Buy); and

Valuer means Jones Lang LaSalle Limited or such other reputable firm of surveyors which is a member of the RICS as may be appointed by the Issuer or the Security Trustee from time to time.

2. FORM, DENOMINATION AND TITLE

The Bonds are in bearer form, serially numbered, in the denominations of £100,000 and integral multiples of £1,000 in excess thereof up to and including £199,000, with Coupons and Talons attached on issue. No Bonds will be issued with a denomination above £199,000.

Title to the Bonds and the Coupons will pass by delivery. The Issuer, any Paying Agent and the Bond Trustee may (to the fullest extent permitted by applicable laws) deem and treat the bearer of any Bond or Coupon as the absolute owner for all purposes (whether or not the Bond or Coupon shall be overdue and notwithstanding any notice of ownership or writing on the Bond or Coupon or any notice of previous loss or theft of the Bond or Coupon or of any trust or interest therein) and shall not be required to obtain any proof thereof or as to the identity of such bearer.

3. STATUS

The Bonds and the Coupons are direct obligations of the Issuer, secured in the manner set out in Condition 4 (*Security*), and rank *pari passu* without any preference or priority among themselves.

4. SECURITY

4.1 Security

- (a) The Issuer's obligations in respect of the Bonds are secured (subject as provided in these Conditions, the Bond Trust Deed and the Security Documents) pursuant to each Security Agreement in favour of the Security Trustee for the benefit of itself and the 2047 Bond Beneficiaries as follows:
- (i) by way of a first legal mortgage over the Charged Properties together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and (so far as the same are capable of being mortgaged) the benefit of any covenants for title given or entered into by any predecessor in title of the Issuer or any Charging Subsidiary and any moneys paid or payable in respect of such covenants;
 - (ii) by way of first fixed charge over:
 - (A) all fixed plant and machinery now or in the future owned by the Issuer or any Charging Subsidiary and its interest in any fixed plant or machinery in its possession, in each case which form part of the Charged Property;
 - (B) all benefits in respect of the Insurances and all claims and returns of premiums in respect of the Charged Property;
 - (C) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the Issuer's or any Charging Subsidiary's business so far as it relates to the Security Assets or the use of any of the Security Assets specified in paragraph (i) and subparagraph (A) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and
 - (D) if and in so far as the legal mortgage set forth in paragraph (i) above or the assignments referred to in paragraph (iii) shall for any reason be ineffective as legal mortgages or assignments, the assets referred to in those clauses; and
 - (iii) by an assignment by way of security of the Issuer's and the Charging Subsidiaries' rights, title and interest arising under:
 - (A) the personal agreements and covenants by the tenants, lessees, licensees or other parties under the Letting Documents and by all guarantors in respect thereof and all security held by the Issuer or any Charging Subsidiary in respect of the obligations of the tenants, lessees, licensees or other parties under the Letting Documents (including, without limiting the generality of the foregoing, all moneys due and owing to the Issuer or any Charging Subsidiary or which may become due and owing to the Issuer or any Charging Subsidiary at any time in the future in connection therewith); and

- (B) all agreements, now or from time to time entered into or to be entered into for the sale, letting or other disposal or realisation of, or in connection with the management, ownership, refurbishment, development, repair, improvement or servicing of, the whole or any part of the Security Assets (including, without limiting the generality of the foregoing, all moneys due and owing to the Issuer or any Charging Subsidiary or which may become due and owing to the Issuer or any Charging Subsidiary at any time in the future in connection therewith),

provided always that, unless and until an Enforcement Event has occurred and is outstanding (but subject to the terms of the Finance Documents (as defined in the Security Trust Deed)), the Issuer and each Charging Subsidiary shall be entitled to exercise all its rights and claims under or in connection with the agreements and covenants referred to in paragraphs (A) and (B) above, and provided further that the Security Trustee shall not give any notice of assignment contained in this paragraph (iii) to any person (other than the landlord of the property in respect of which the Issuer or any Charging Subsidiary is a tenant) unless and until an Event of Default (as defined in the Security Trust Deed) has occurred and is continuing.

The security created pursuant to the Security Documents referred to above, and/or any deed or document supplemental thereto, which has been allocated for the benefit of the 2047 Bond Beneficiaries, is referred to herein as the **Property Security**.

In the case of a Charging Subsidiary which is a company limited by guarantee, the relevant Security Agreement(s) will also contain a floating charge granted by such Charging Subsidiary over the whole of its undertaking and assets, which may be crystallised by the Security Trustee, prior to the appointment of an administrator to such Charging Subsidiary, if an Enforcement Event occurs and is continuing unremedied or unwaived.

- (b) The Issuer's obligations in respect of the Bonds are also secured (subject as provided in these Conditions and the Bond Trust Deed) pursuant to the Bond Trust Deed in favour of the Bond Trustee for the benefit of itself and the 2047 Bond Beneficiaries as follows:
- (i) by a charge by way of first fixed charge over all moneys from time to time standing to the credit of the Charged Account and all debts represented thereby;
 - (ii) by an assignment by way of security of the Issuer's rights, title and interest arising under the Agency Agreement and the Account Agreement, in each case to the extent they relate to the Bonds; and
 - (iii) by a charge by way of first fixed charge over all sums held from time to time by the Paying Agents for the payment of principal, premium or interest in respect of the Bonds,

provided always that, unless and until an Event of Default has occurred and is continuing (but subject to the terms of the Transaction Documents), the Issuer shall be entitled to exercise all its rights and claims under or in connection with the agreements referred to in paragraph (ii) above.

- (c) The property charged and assigned pursuant to both the Security Documents and the Bond Trust Deed referred to above (and, in the case of the Security Documents, allocated for the benefit of the 2047 Bond Beneficiaries), together with any other property or assets held by and/or assigned to the Security Trustee (and allocated for the benefit of the 2047 Bond

Beneficiaries) or the Bond Trustee, and/or any deed or document supplemental thereto, is referred to herein as the **Security Assets** and the security created thereby (including, for the avoidance of doubt, the Property Security) is referred to herein as the **Security**.

4.2 Post-enforcement

Following the enforcement of the Property Security, the net proceeds of enforcement of the Property Security shall be applied in the following order of priority:

- (a) first, in or towards payment of (i) all costs, charges, fees, expenses, losses, demands, claims, judgments and liabilities (and all interest, taxes and duties thereon as provided in the relevant Security Documents) incurred by or on behalf of the Security Trustee and any Appointee in connection with carrying out its duties and exercising its powers and discretions under the relevant Security Documents and the remuneration of the Security Trustee and every Receiver under the relevant Security Documents in respect of acting in relation to the Security Assets which relate exclusively to the Property Security, (ii) all amounts due to the Security Trustee from the 2047 Bond Beneficiaries pursuant to Clause 5.4 of the Security Trust Deed (if any) and (iii) the 2047 Bond Beneficiaries' proportion of all amounts payable pursuant to Clause 7 of the Security Trust Deed but which remain unpaid;
- (b) second, towards payment to the Bond Trustee, in its capacity as Representative for application as set out below;
- (c) third, by allocating the balance among the Beneficiaries whose Relevant Liabilities (as defined in the Security Trust Deed) have not been fully discharged *pro rata* to their unpaid liabilities;
- (d) fourth, to the extent not already covered, in payment of all outstanding Security Trustee expenses; and
- (e) fifth, in payment of the surplus (if any) to the Issuer, the Charging Subsidiaries or any other person entitled thereto.

Following the enforcement of the Security, all monies standing to the credit of the Charged Account and the net proceeds of enforcement of the Security (in respect of the Property Security, following application as set out above) shall be applied in the following order of priority:

- (i) first, in payment or satisfaction of the fees, costs, charges, expenses and liabilities incurred by the Bond Trustee, any Appointee or any receiver in preparing and executing the trusts under the Bond Trust Deed (including the costs of realising the Security and the Bond Trustee's, any such Appointee's and any such receiver's remuneration);
- (ii) second, on a *pro rata* and *pari passu* basis, in payment of all amounts owing to the Paying Agents under the Agency Agreement, the Account Bank under the Account Agreement and the Retained Bond Custodian under the Retained Bond Custody Agreement;
- (iii) third, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any interest due and payable in respect of the Bonds;

- (iv) fourth, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any principal and premium due and payable in respect of the Bonds; and
- (v) fifth, in payment of the surplus (if any) to the Issuer or any other person entitled thereto.

5. COVENANTS

5.1 General Covenant

The Issuer covenants to comply with, and to procure that each Charging Subsidiary complies with, its various undertakings set out in the Bond Trust Deed and the Security Documents including, but not limited to, undertakings as to the maintenance of the Charged Properties.

5.2 Negative Pledge and Disposals

The Issuer covenants, and each Charging Subsidiary will covenant in the Bond Trust Deed, in each case for so long as any of the Bonds remain outstanding, save as expressly permitted by the Bond Trust Deed and/or the Security Documents, not to create or permit to subsist, over any of the Security Assets, any mortgage or charge or any other security interest ranking in priority to, or *pari passu* with, the Security, excluding, for this purpose any security interest created by operation of law.

The Issuer also covenants, and each Charging Subsidiary will covenant in the Bond Trust Deed, that it shall not, save as expressly permitted by the Bond Trust Deed and/or the Security Documents, sell, transfer, grant or lease or otherwise dispose of all or any part of the Security Assets without the prior written consent of the Bond Trustee or the Security Trustee, as applicable, or as permitted under these Conditions, the Bond Trust Deed and/or the Security Documents.

5.3 Asset Cover Covenant

The Issuer covenants, for so long as any of the Bonds remain outstanding, that it shall at all times ensure that the sum of:

- (a) the Minimum Value of the Charged Properties; and
- (b) the Charged Cash,

will not be less than the aggregate principal amount of the Bonds outstanding (excluding, for this purpose, any Retained Bonds held by or on behalf of the Issuer).

5.4 Valuations

The Issuer covenants, for so long as any of the Bonds remain outstanding, that:

- (a) it shall deliver a Full Valuation to the Bond Trustee at least once in every period of five calendar years (beginning in 2022) and, unless the Bond Trustee agrees otherwise, such Full Valuation must be delivered in the period between 31st October and the date falling 60 days after 31st October in each year that such Full Valuation is required to be delivered; and

- (b) it shall deliver to the Bond Trustee a Desk Top Valuation in the period between 31st October and the date falling 120 days thereafter in each year (beginning in 2018) other than a year in respect of which a Full Valuation is required to be delivered pursuant to paragraph (a) above.

Each Valuation shall set out in reasonable detail the Value of the Charged Properties as at a date no more than 90 days prior to the date of delivery of the Valuation.

Each Charging Subsidiary will be required to covenant (pursuant to the Bond Trust Deed) that it will provide all reasonable assistance to the Issuer for the preparation and delivery to the Bond Trustee of such Full Valuations and Desk Top Valuations.

5.5 Information Covenant

For so long as any of the Bonds remain outstanding, the Issuer shall:

- (a) send to the Bond Trustee not later than 180 days after the end of each Financial Year:
 - (i) a copy of its own and its consolidated audited financial statements for such Financial Year;
 - (ii) a copy of the audited financial statements of each Charging Subsidiary for such Financial Year (both its own and, where applicable, on a consolidated basis); and
 - (iii) a Compliance Certificate,

and, upon request by any Bondholder to the Issuer, make copies of such documents available to the Bondholders at the Issuer's registered office during normal business hours;

- (b) at the request of Bondholders holding not less than 33 per cent. in principal amount of the Bonds for the time being outstanding, convene a meeting of the Bondholders to discuss the financial position of the Issuer and each Charging Subsidiary, provided, however, that the Issuer shall not be required to convene any such meeting pursuant to this Condition 5.5(b) more than once in any calendar year. Upon the request of Bondholders to convene any such meeting, as aforesaid, the Issuer shall notify all Bondholders of the date (which such date shall be no more than 21 days following such request), time and place of the meeting in accordance with Condition 14 (*Notices*). The Issuer shall act in good faith in addressing any questions regarding the financial position of it and of each Charging Subsidiary raised at any such meeting, provided, however, that the Issuer shall not be obliged to disclose any information which it, in its absolute discretion, considers to be of a confidential nature. For the avoidance of doubt, the provisions of this Condition 5.5(b) are in addition to the meetings provisions set out in Condition 16 (*Meetings of Bondholders, Modification, Waiver, Authorisation and Determination*); and
- (c) not later than three Business Days prior to the sale of any or all of the Retained Bonds, supply to the Bond Trustee a certificate signed by two Authorised Signatories of the Issuer confirming that, immediately following such sale, the Issuer will be in compliance with the Asset Cover Test.

6. ADDITION, SUBSTITUTION, RELEASE AND/OR REALLOCATION OF CHARGED PROPERTIES AND CHARGED CASH

6.1 Addition of New Charged Properties

The Issuer may (i) charge, and procure that any Charging Subsidiary charges, additional properties pursuant to the Security Documents and/or (ii) allocate, and procure that any Charging Subsidiary allocates, such additional properties as Charged Properties (the **New Additional Properties**) for the benefit of the 2047 Bond Beneficiaries (and the Bond Trustee, in its capacity as Representative, shall consent (without requiring the consent or sanction of the Bondholders or any Secured Party) to such charging and/or allocation and execute an amended Apportionment Certificate to reflect the same) subject to:

- (a) the delivery by the Issuer or the relevant Charging Subsidiary to the Security Trustee of the condition precedent documents specified in Schedule 2 to the Security Trust Deed in a form satisfactory to the Security Trustee in respect of the charging of such New Additional Properties; and
- (b) the delivery by the Issuer to the Bond Trustee of:
 - (i) a completed New Property Approval Certificate certifying that, *inter alia*, the New Additional Properties are residential properties of a type and nature that are usually owned by Registered Providers of Social Housing; and
 - (ii) a Full Valuation in relation to the New Additional Properties prepared by the Valuer dated no earlier than three months prior to the date on which the New Additional Properties are to be/were charged.

6.2 Substitution of Charged Properties

The Issuer or any Charging Subsidiary may substitute any one or more of the Charged Properties (the **Substitute Properties**) with other properties (the **New Substitute Properties**) (and the Bond Trustee, in its capacity as Representative, shall consent (without requiring the consent or sanction of the Bondholders or any Secured Party) to such substitution and execute an amended Apportionment Certificate to reflect the same) subject to:

- (a) the delivery by the Issuer or the relevant Charging Subsidiary to the Security Trustee of the condition precedent documents specified in Schedule 2 to the Security Trust Deed in a form satisfactory to the Security Trustee in respect of the charging of such New Substitute Properties; and
- (b) the delivery by the Issuer to the Bond Trustee of:
 - (i) a completed Substitute Property Certificate certifying, *inter alia*, that (x) the New Substitute Properties are residential properties of a type and nature that are usually owned by Registered Providers of Social Housing, (y) the Issuer is (as at the date of the Substitute Property Certificate) in compliance with the Asset Cover Test and that, immediately following the substitution, the Issuer will be in compliance with the Asset Cover Test and (z) no Event of Default or Potential Event of Default has occurred and is continuing; and
 - (ii) a Full Valuation in relation to the New Substitute Properties and the Substitute Properties prepared by the Valuer dated no earlier than three

months prior to the date on which the New Substitute Properties are to be/were charged.

6.3 Release and/or Reallocation of Charged Properties

The Issuer or any Charging Subsidiary may withdraw or reallocate any one or more of the Charged Properties from the Security (and the Bond Trustee, in its capacity as Representative, shall consent (without requiring the consent or sanction of the Bondholders or any Secured Party) to such withdrawal or reallocation and execute an amended Apportionment Certificate to reflect the same), provided that the Issuer delivers to the Bond Trustee a completed Property Release/Reallocation Certificate, certifying that (a) the Issuer is (as at the date of the Property Release/Reallocation Certificate) in compliance with the Asset Cover Test and that, immediately following such release, the Issuer will be in compliance with the Asset Cover Test and (b) no Event of Default or Potential Event of Default has occurred and is continuing.

6.4 Statutory Disposals

The Issuer or any Charging Subsidiary shall have the right to withdraw Charged Property from the Security pursuant to any Statutory Disposal without the need for the consent of the Security Trustee or the Bond Trustee (in its capacity as Representative), provided however, that the Issuer and, in circumstances where a Charging Subsidiary is withdrawing one or more Charged Properties from the Security Assets pursuant to a Statutory Disposal, the relevant Charging Subsidiary shall deliver to the Bond Trustee, as soon as reasonably practicable after the Issuer or the relevant Charging Subsidiary has received notice of such Statutory Disposal, a completed Statutory Disposal Certificate, certifying that the relevant withdrawal relates to a Statutory Disposal.

Without prejudice to the aforementioned right to withdraw Charged Property from the Security pursuant to any Statutory Disposal, the Issuer covenants that, if following such withdrawal the Issuer will no longer be in compliance with the Asset Cover Test, as soon as practicable thereafter (and, in any event, prior to the expiry of the applicable grace period in Condition 12.1(c) (*Events of Default*)), it shall (or shall procure that a Charging Subsidiary shall) charge and/or allocate additional properties as Charged Properties pursuant to Condition 6.1 (*Addition of New Charged Properties*) and/or it shall deposit money into the Charged Account pursuant to Condition 6.5 (*Charged Cash*) in an aggregate amount sufficient to ensure that the Issuer will be in compliance with the Asset Cover Test.

6.5 Charged Cash

The Issuer may, at any time, deposit money into the Charged Account to ensure compliance with the Asset Cover Test. The Issuer may only withdraw Charged Cash from the Charged Account if:

- (a) it is, at the relevant time, in compliance with the Asset Cover Test and no Event of Default or Potential Event of Default has occurred and is continuing; and
- (b) either:
 - (i) such Charged Cash is to be applied by the Issuer in the acquisition of a property which is to be charged pursuant to the Security Documents and allocated for the benefit of the 2047 Bond Beneficiaries and, immediately following the acquisition, charging and allocation of such property, the Issuer will be in compliance with the Asset Cover Test; or

- (ii) such Charged Cash is to be used for any other purpose permitted by its Rules and, immediately following the withdrawal, the Issuer will be in compliance with the Asset Cover Test.

For these purposes, the Bond Trustee may call for and shall be at liberty to accept a certificate signed by any two Authorised Signatories of the Issuer (including, for the avoidance of doubt, a Compliance Certificate), as sufficient evidence that (a) the Issuer is, at the relevant time, in compliance with the Asset Cover Test and that no Event of Default or Potential Event of Default has occurred and is continuing and/or (b) the requirements of (i) or (ii) above, as the case may be, are met.

7. INTEREST

7.1 Interest Rate and Interest Payment Dates

The Bonds bear interest from (and including) 31st October, 2017 at the rate of 3.125 per cent. per annum, payable semi-annually in arrear in equal instalments on 30th April and 31st October in each year (each an **Interest Payment Date**), commencing on 30th April, 2018.

7.2 Interest Accrual

Each Bond will cease to bear interest from (and including) its due date for redemption unless, upon due presentation, payment of the principal in respect of the Bond is improperly withheld or refused or unless default is otherwise made in respect of payment, in which event interest shall continue to accrue as provided in the Bond Trust Deed.

7.3 Calculation of Broken Interest

When interest is required to be calculated in respect of a period of less than a full half year, it shall be calculated on the basis of (a) the actual number of days in the period from (and including) the date from which interest begins to accrue (the **Accrual Date**) to (but excluding) the date on which it falls due divided by (b) the actual number of days from (and including) the Accrual Date to (but excluding) the next following Interest Payment Date multiplied by 2, and multiplying this by the rate of interest specified in Condition 7.1 above and the relevant principal amount of the Bonds.

8. PAYMENTS AND EXCHANGES OF TALONS

8.1 Payments in respect of Bonds

Payments of principal and interest in respect of each Bond will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the Bond, except that payments of interest due on an Interest Payment Date will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the relevant Coupon, in each case at the specified office outside the United States of any of the Paying Agents.

8.2 Method of Payment

Payments will be made by credit or transfer to an account in Sterling maintained by the payee with or, at the option of the payee, by a cheque in Sterling drawn on, a bank in London.

8.3 Missing Unmatured Coupons

Each Bond should be presented for payment together with all relative unmatured Coupons (which expression shall, for the avoidance of doubt, include Coupons falling to be issued on exchange of matured Talons), failing which the full amount of any relative missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the full amount of the missing unmatured Coupon which the amount so paid bears to the total amount due) will be deducted from the amount due for payment. Each amount so deducted will be paid in the manner mentioned above against presentation and surrender (or, in the case of part payment only, endorsement) of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date in respect of the relevant Bond (whether or not the Coupon would otherwise have become void pursuant to Condition 11 (*Prescription*)) or, if later, five years after the date on which the Coupon would have become due but not thereafter.

8.4 Payments subject to Applicable Laws

Payments in respect of principal and interest on the Bonds are subject in all cases to any fiscal or other laws and regulations applicable in the place of payment, but without prejudice to the provisions of Condition 10 (*Taxation*).

8.5 Payment only on a Presentation Date

A holder shall be entitled to present a Bond or Coupon for payment only on a Presentation Date and shall not, except as provided in Condition 7 (*Interest*), be entitled to any further interest or other payment if a Presentation Date is after the due date.

Presentation Date means a day which (subject to Condition 11 (*Prescription*)):

- (a) is or falls after the relevant due date;
- (b) is a Business Day in the place of the specified office of the Paying Agent at which the Bond or Coupon is presented for payment; and
- (c) in the case of payment by credit or transfer to a Sterling account in London, is a Business Day in London.

In this Condition, **Business Day** means, in relation to any place, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in that place.

8.6 Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 11 (*Prescription*). Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

8.7 Initial Paying Agents

The names of the initial Paying Agents and their initial specified offices are set out at the end of these Conditions. The Issuer reserves the right, subject to the prior written approval of the Bond Trustee, at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents provided that:

- (a) there will at all times be a Principal Paying Agent; and
- (b) there will at all times be at least one Paying Agent (which may be the Principal Paying Agent) having its specified office in a European city which so long as the Bonds are admitted to official listing on the London Stock Exchange shall be London or such other place as the UK Listing Authority may approve.

Notice of any termination or appointment and of any changes in specified offices will be given to the Bondholders promptly by the Issuer in accordance with Condition 14 (*Notices*).

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and, in certain circumstances specified therein, of the Bond Trustee and do not assume any obligation to, or relationship of agency or trust with, any Bondholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

8.8 Interpretation of principal and interest

Any reference in these Conditions to principal in respect of the Bonds shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 10 (*Taxation*); and
- (b) any specific redemption price referred to in Condition 9 (*Redemption and Purchase*) which may be payable by the Issuer under or in respect of the Bonds.

Any reference in these Conditions to interest in respect of the Bonds shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 10 (*Taxation*).

9. REDEMPTION AND PURCHASE

9.1 Redemption at Maturity

Unless previously redeemed or purchased and cancelled as provided below, the Issuer will redeem the Bonds at their principal amount on 31st October, 2047 (the **Maturity Date**).

9.2 Redemption for Taxation Reasons

If the Issuer satisfies the Bond Trustee immediately before the giving of the notice referred to below that:

- (a) as a result of any change in, or amendment to, the laws or regulations of the Relevant Jurisdiction, or any change in the application or official interpretation of the laws or

regulations of the Relevant Jurisdiction, which change or amendment becomes effective after 31st October, 2017, on the next Interest Payment Date the Issuer would be required to pay additional amounts as provided or referred to in Condition 10 (*Taxation*); and

- (b) the requirement cannot be avoided by the Issuer taking reasonable measures available to it,

the Issuer may at its option, having given not less than 30 nor more than 60 days' notice to the Bondholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable), redeem all the Bonds, but not some only, at any time at their principal amount together with interest accrued to (but excluding) the date of redemption, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be required to pay such additional amounts, were a payment in respect of the Bonds then due. Prior to the publication of any notice of redemption pursuant to this Condition 9.2, the Issuer shall deliver to the Bond Trustee a certificate signed by two Authorised Signatories of the Issuer stating that the requirement referred to in (a) above will apply on the next Interest Payment Date and cannot be avoided by the Issuer taking reasonable measures available to it, and the Bond Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Bondholders and the Couponholders.

9.3 Early Redemption at the Option of the Issuer

The Issuer may, at any time after the Final Retained Bond Disposal Date, having given:

- (a) not less than 15 nor more than 30 days' notice to the Bondholders in accordance with Condition 14 (*Notices*); and
- (b) notice to the Bond Trustee and the Principal Paying Agent not less than 15 days before the giving of the notice referred to in (a),

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all of the Bonds or, subject as provided in Condition 9.5 below, some only (provided, however, that in respect of a redemption in part, such redemption shall be in respect of not less than £5,000,000 in aggregate principal amount of Bonds).

Subject as follows, redemption of the Bonds pursuant to this Condition shall be made at the higher of the following:

- (i) par; and
- (ii) the amount (as calculated by a financial adviser nominated by the Issuer and approved by the Bond Trustee (the **Nominated Financial Adviser**) and reported in writing to the Issuer and the Bond Trustee) which is equal to the principal amount of the Bonds to be redeemed multiplied by the price (expressed as a percentage and calculated by the Nominated Financial Adviser) (rounded to three decimal places (0.0005 being rounded upwards)) at which the Gross Redemption Yield on the Bonds (if the Bonds were to remain outstanding until their original maturity) on the Determination Date would be equal to the sum of (i) the Gross Redemption Yield at 3:00 pm (London time) on the Determination Date of the Benchmark Gilt and (ii) 0.20 per cent.,

together with any interest accrued up to (but excluding) the date of redemption.

For the purposes of this Condition:

Benchmark Gilt means 1½% Treasury Gilt 2047 or such other conventional (i.e. not index-linked) UK Government Gilt as the Issuer (with the advice of the Nominated Financial Adviser) may determine (failing such determination, as determined by the Bond Trustee with such advice) to be the most appropriate benchmark conventional UK Government Gilt;

Determination Date means two Business Days prior to the dispatch of the notice referred to in (a) above; and

Gross Redemption Yield means a yield calculated by the Nominated Financial Adviser on the basis set out by the United Kingdom Debt Management Office in the paper "*Formulae for Calculating Gilt Prices from Yields*" page 5, Section One: Price/Yield Formulae (Conventional Gilts; Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date) (published on 8th June, 1998 and updated on 15th January, 2002 and 16th March, 2005) (as amended or supplemented from time to time).

9.4 Mandatory Early Redemption

In the event that the Issuer ceases to be a Registered Provider of Social Housing other than as a result of a change in law or regulation which applies generally to all Registered Providers of Social Housing, the Issuer shall promptly give notice thereof to the Bond Trustee and to the Bondholders in accordance with Condition 14 (*Notices*) and shall redeem all the Bonds, but not some only, at their principal amount together with interest accrued to but excluding the date of redemption, within 180 days of the date of such notice, provided, however, that the Issuer shall no longer be obliged to redeem the Bonds pursuant to this Condition 9.4 if, during such period of 180 days, it regains its status as a Registered Provider of Social Housing (and gives notice of such to the Bond Trustee and to the Bondholders in accordance with Condition 14 (*Notices*)) or the obligation to redeem the Bonds pursuant to this Condition 9.4 is waived by an Extraordinary Resolution.

9.5 Provisions relating to Partial Redemption

In the case of a partial redemption of Bonds, Bonds to be redeemed will be selected, in such place as the Bond Trustee may approve and in such manner as the Bond Trustee may deem appropriate and fair, not more than 30 days before the date fixed for redemption. Notice of any such selection will be given not less than 15 days before the date fixed for redemption. Each notice will specify the date fixed for redemption and the aggregate principal amount of the Bonds to be redeemed, the serial numbers of the Bonds called for redemption, the serial numbers of Bonds previously called for redemption and not presented for payment and the aggregate principal amount of the Bonds which will be outstanding after the partial redemption.

9.6 Purchases

The Issuer shall purchase the Retained Bonds on 31st October, 2017. The Issuer or any of its Subsidiaries (including, without limitation, any Charging Subsidiary) may also at any time purchase Bonds (provided that all unmatured Coupons appertaining to the Bonds are purchased with the Bonds) in any manner and at any price. Any Bonds purchased by the Issuer or any of its Subsidiaries may be held or resold or may be surrendered for cancellation.

9.7 Cancellations

All Bonds (other than the Retained Bonds) which are (a) redeemed or (b) purchased by or on behalf of the Issuer or any of its Subsidiaries and surrendered for cancellation will forthwith be cancelled, together with all relative unmatured Coupons attached to the Bonds or surrendered with the Bonds, and accordingly may not be held, reissued or resold.

The Issuer (a) shall cancel all Retained Bonds held by or on behalf of the Issuer (i) immediately prior to such Retained Bonds being redeemed on the Maturity Date; (ii) forthwith upon notice that the Bonds are to be redeemed (and, in any event, prior to such redemption) in accordance with Condition 9.2 (*Redemption for Taxation Reasons*), Condition 9.4 (*Mandatory Early Redemption*) or Condition 12.1 (*Events of Default*); and (iii) on the date falling five years after the Issue Date; and (b) may cancel any Retained Bonds held by it or on its behalf at any time at its discretion.

9.8 Notices Final

Upon the expiry of any notice as is referred to in Condition 9.2 or 9.3 above the Issuer shall be bound to redeem the Bonds to which the notice refers in accordance with the terms of such Condition.

10. TAXATION

All payments in respect of the Bonds or Coupons 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**) imposed or levied by or on behalf of the Relevant Jurisdiction, unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer will pay such additional amounts as may be necessary in order that the net amounts received by the Bondholders and Couponholders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Bonds or, as the case may be, Coupons in the absence of the withholding or deduction; except that no additional amounts shall be payable in relation to any payment in respect of any Bond or Coupon:

- (a) presented for payment by or on behalf of, a holder who is liable to the Taxes in respect of the Bond or Coupon by reason of his having some connection with the Relevant Jurisdiction other than the mere holding of the Bond or Coupon; or
- (b) presented for payment more than 30 days after the Relevant Date except to the extent that a holder would have been entitled to additional amounts on presenting the same for payment on the last day of the period of 30 days assuming, whether or not such is in fact the case, that day to have been a Presentation Date (as defined in Condition 8.5 (*Payment only on a Presentation Date*)).

11. PRESCRIPTION

Bonds and Coupons (which for this purpose shall not include Talons) will become void unless presented for payment within periods of 10 years (in the case of principal or premium) and five years (in the case of interest) from the Relevant Date in respect of the Bonds or, as the case may be, the Coupons, subject to the provisions of Condition 8 (*Payments and Exchanges of Talons*). There shall not be included in any Coupon sheet issued upon exchange of a Talon any Coupon which would be void upon issue under this Condition or Condition 8 (*Payments and Exchanges of Talons*).

12. EVENTS OF DEFAULT AND ENFORCEMENT

12.1 Events of Default

The Bond Trustee at its discretion may, and if so requested in writing by the holders of at least 25 per cent. in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being secured and/or indemnified and/or prefunded to its satisfaction), (but, in the case of the happening of any of the events described in subparagraphs (b), (d) and (k) below, only if the Bond Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Bondholders) give notice to the Issuer that the Bonds are, and they shall accordingly forthwith become, immediately due and repayable at their principal amount, together with accrued interest as provided in the Bond Trust Deed, if any of the following events (**Events of Default**) shall occur:

- (a) default is made in the payment of any principal, premium or interest due in respect of the Bonds or any of them and the default continues for a period of seven days in the case of principal or premium or 14 days in the case of interest; or
- (b) the Issuer or any Charging Subsidiary fails to perform or observe any of its other obligations under these Conditions (other than in respect of Condition 5.3 (*Asset Cover Covenant*)), the Bond Trust Deed or the Security Documents or if any representation given by the Issuer or any Charging Subsidiary to the Bond Trustee in the Bond Trust Deed or the Security Trustee in the Security Documents is found to be untrue or incorrect as at the time it was given and (except in any case where, in the opinion of the Bond Trustee, the failure or inaccuracy is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure or inaccuracy continues for the period of 30 days next following the service by the Bond Trustee on the Issuer of notice requiring the same to be remedied; or
- (c) the Issuer fails to perform or observe its obligations under Condition 5.3 (*Asset Cover Covenant*) and (except in any case where, in the opinion of the Bond Trustee, the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 60 days next following the service by the Bond Trustee on the Issuer of notice requiring the same to be remedied; or
- (d)
 - (i) any other present or future indebtedness of the Issuer or any Charging Subsidiary for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described); or
 - (ii) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period; or
 - (iii) the Issuer or any Charging Subsidiary fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised,

provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in (i), (ii) or (iii) above have occurred equals or exceeds £15,000,000 or its equivalent in other currencies (as reasonably determined by the Bond Trustee); or

- (e) any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer or any Charging Subsidiary save for the purposes of a reorganisation on terms previously approved in writing by the Bond Trustee or by an Extraordinary Resolution or for the purposes of a Permitted Reorganisation; or
- (f) the Issuer or any Charging Subsidiary ceases or threatens to cease to carry on the whole or, in the opinion of the Bond Trustee, a substantial part of its business, save for the purposes of a reorganisation on terms previously approved in writing by the Bond Trustee or by an Extraordinary Resolution or for the purposes of a Permitted Reorganisation; or
- (g) the Issuer or any Charging Subsidiary stops or threatens to stop payment of, or is unable to, or admits its inability to, pay, its debts (or any class of its debts) as they fall due or 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
- (h)
 - (i) proceedings are initiated against the Issuer or any Charging Subsidiary under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or any Charging Subsidiary or, as the case may be, in relation to all or substantially all of the undertaking or assets of the Issuer or any Charging Subsidiary or an encumbrancer takes possession of all or substantially all of the undertaking or assets of the Issuer or any Charging Subsidiary, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against all or substantially all of the undertaking or assets of the Issuer or any Charging Subsidiary; and
 - (ii) in any such case (other than the appointment of an administrator (if applicable)) is not discharged within 14 days,

save for the purposes of a reorganisation on terms previously approved in writing by the Bond Trustee or by an Extraordinary Resolution or for the purposes of a Permitted Reorganisation; or
- (i) the Issuer or any Charging Subsidiary (or any of their respective board members or shareholders) initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium); or
- (j) the Issuer or any Charging Subsidiary (or any of their respective board members or shareholders) makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors) save for the purposes of a reorganisation on terms previously approved in writing by the Bond Trustee or by an Extraordinary Resolution or for the purposes of a Permitted Reorganisation; or

- (k) it is or will become unlawful for the Issuer or any Charging Subsidiary to perform or comply with its obligations under or in respect of the Bonds, the Bond Trust Deed or the Security Documents; or
- (l) an Enforcement Event occurs under a Finance Document.

12.2 Enforcement

The Bond Trustee may at any time, at its discretion and without notice, take such proceedings and/or other steps or action (including lodging an appeal in any proceedings) against or in relation to the Issuer or any Charging Subsidiary as it may think fit to enforce the provisions of the Bond Trust Deed, the Bonds, the Coupons and/or any of the other Transaction Documents or otherwise or (in its capacity as Representative) to direct the Security Trustee to take such proceedings and/or other steps or action (including lodging an appeal in any proceedings) against or in relation to the Issuer or any Charging Subsidiary as it may think fit to enforce the provisions of the Security Trust Deed, but it shall not be bound to take any such proceedings or any other steps or action in relation to the Bond Trust Deed, the Bonds, the Coupons or any of the other Transaction Documents or otherwise or to direct the Security Trustee, as aforesaid, unless (a) it has been so directed by an Extraordinary Resolution of the Bondholders or so requested in writing by the holders of at least 25 per cent. in principal amount of the Bonds then outstanding and (b) it has been secured and/or indemnified and/or prefunded to its satisfaction.

The Bond Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction. Furthermore, the Bond Trustee may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

No Bondholder, Couponholder or Secured Party (other than the Bond Trustee) shall be entitled (i) to take any steps or action against the Issuer or any Charging Subsidiary to enforce the performance of any of the provisions of the Bond Trust Deed, the Bonds, the Coupons or any of the other Transaction Documents; (ii) to take any steps or action against the Issuer or any Charging Subsidiary (or direct the Security Trustee to take any steps or action against the Issuer or any Charging Subsidiary) to enforce the performance of the provisions of the Security Trust Deed; or (iii) to take any other action (including lodging an appeal in any proceedings) in respect of or concerning the Issuer or any Charging Subsidiary, in each case unless the Bond Trustee, having become bound so to take any such steps, actions or proceedings, fails so to do within a reasonable period and the failure shall be continuing.

13. REPLACEMENT OF BONDS AND COUPONS

Should any Bond or Coupon be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Principal Paying Agent upon payment by the claimant of the expenses incurred in connection with the replacement and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Bonds or Coupons must be surrendered before replacements will be issued.

14. NOTICES

All notices to the Bondholders will be valid if published in a leading English language daily newspaper published in London. It is expected that publication will normally be made in the *Financial Times*. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or the relevant authority on which the Bonds are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If, in the opinion of the Bond Trustee, publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Bond Trustee may approve.

Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Bondholders in accordance with this Condition.

15. SUBSTITUTION

The Bond Trust Deed contains provisions permitting the Bond Trustee, without the consent of the Bondholders or the Couponholders or any Secured Party, to agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition) as the principal debtor under the Bonds, the Coupons and the Bond Trust Deed of another company, registered society or other entity subject to:

- (a) the Bond Trustee being satisfied that the interests of the Bondholders will not be materially prejudiced by the substitution; and
- (b) certain other conditions set out in the Bond Trust Deed being complied with.

For the avoidance of doubt, these provisions do not apply to a Permitted Reorganisation, in respect of which the consent of the Bond Trustee shall not be required.

Any such substitution shall be notified to the Bondholders in accordance with Condition 14 (*Notices*) as soon as practicable thereafter.

16. MEETINGS OF BONDHOLDERS, MODIFICATION, WAIVER, AUTHORISATION AND DETERMINATION

16.1 Meetings of Bondholders

The Bond Trust Deed contains provisions for convening meetings of the Bondholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Bonds, the Coupons or any of the provisions of the Transaction Documents. Such a meeting may be convened by the Issuer or the Bond Trustee and shall be convened by the Issuer if required in writing by Bondholders holding not less than ten per cent. in principal amount of the Bonds for the time being remaining outstanding (other than in respect of a meeting requested by Bondholders to discuss the financial position of the Issuer and the Charging Subsidiaries, which shall be requested in accordance with, and shall be subject to, Condition 5.5(b) (*Information Covenant*)). The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing in aggregate more than 50 per cent. in principal amount of the Bonds for the time being outstanding, or at any adjourned meeting one or more persons being or representing Bondholders whatever the principal amount of the Bonds so held or represented, except that

at any meeting the business of which includes any matter defined in the Bond Trust Deed as a Basic Terms Modification, including, *inter alia*, modifying the date of maturity of the Bonds or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Bonds or altering the currency of payment of the Bonds or the Coupons, the quorum shall be one or more persons holding or representing in aggregate not less than 75 per cent. in principal amount of the Bonds for the time being outstanding, or at any such adjourned meeting one or more persons holding or representing in aggregate not less than 25 per cent. in principal amount of the Bonds for the time being outstanding. In addition, the Bond Trust Deed provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Bond Trust Deed by a majority consisting of not less than 75 per cent. of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Bonds for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Bond Trustee) by or on behalf of the holders of not less than 75 per cent. in principal amount of the Bonds for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Bondholders. An Extraordinary Resolution passed by the Bondholders shall be binding on all the Bondholders, whether or not (in the case of Extraordinary Resolutions passed at any meeting) they are present at any meeting and whether or not they voted on the resolution, and on all Couponholders.

16.2 Modification, Waiver, Authorisation and Determination

The Bond Trustee may agree, without the consent of the Bondholders, Couponholders or any Secured Party, to any modification (except as stated in the Bond Trust Deed) of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Bond Trust Deed or any other Transaction Document, or determine, without any such consent as aforesaid, that any Potential Event of Default or Event of Default shall not be treated as such (provided that, in any such case, it is not, in the opinion of the Bond Trustee, materially prejudicial to the interests of the Bondholders) or may agree, without any such consent as aforesaid, to any modification which, in its opinion, is of a formal, minor or technical nature or to correct a manifest error or an error which is, in the opinion of the Bond Trustee, proven. For the avoidance of doubt, no modification shall be made to Condition 4.2 (*Security - Post-enforcement*) without the consent of each Secured Party.

16.3 Bond Trustee to have regard to interests of Bondholders as a class

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Bond Trustee shall have regard to the general interests of the Bondholders as a class but shall not have regard to any interests arising from circumstances particular to individual Bondholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Bondholders or Couponholders (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 Bond Trustee shall not be entitled to require, nor shall any Bondholder or Couponholder be entitled to claim, from the Issuer, any Charging Subsidiary, the Bond Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders or Couponholders except to the extent already provided for in

Condition 10 (*Taxation*) and/or any undertaking given in addition to, or in substitution for, Condition 10 (*Taxation*) pursuant to the Bond Trust Deed.

16.4 Notification to the Bondholders

Any such modification, waiver, authorisation and/or determination shall be binding on the Bondholders, the Couponholders and the Secured Parties and (unless the Bond Trustee agrees otherwise) shall be notified by the Issuer to the Bondholders as soon as practicable thereafter in accordance with Condition 14 (*Notices*).

17. INDEMNIFICATION AND PROTECTION OF THE BOND TRUSTEE AND THE SECURITY TRUSTEE AND THE BOND TRUSTEE AND THE SECURITY TRUSTEE CONTRACTING WITH THE ISSUER AND THE CHARGING SUBSIDIARIES

The Bond Trust Deed and the Security Trust Deed contain provisions for the indemnification of the Bond Trustee and the Security Trustee, respectively, and for their relief from responsibility and liability towards the Issuer, the Charging Subsidiaries, the Bondholders, the Couponholders and the Secured Parties, including (i) provisions relieving them from taking action unless secured and/or indemnified and/or prefunded to their satisfaction and (ii) provisions limiting or excluding their liability in certain circumstances. The Bond Trustee and the Security Trustee are each exempted from any liability in respect of any loss, diminution in value or theft of all or any part of the Security Assets, from any obligation to insure all or any part of the Security Assets (including, in either such case, any documents evidencing, constituting or representing the same or transferring any rights, benefits and/or obligations thereunder), or to procure the same to be insured.

The Bond Trust Deed and the Security Trust Deed also contain provisions pursuant to which the Bond Trustee and the Security Trustee, respectively, are entitled, *inter alia*, (a) to enter into or be interested in any contract or financial or other transaction or arrangement with the Issuer, any Charging Subsidiary or any other Transaction Party or any person or body corporate associated with the Issuer, any Charging Subsidiary or any Transaction Party, (b) to accept or hold the trusteeship of any other trust deed constituting or securing any other securities issued by or relating to the Issuer, any Charging Subsidiary or any Transaction Party or any such person or body corporate so associated or any other office of profit under the Issuer, any Charging Subsidiary or any Transaction Party or any such person or body corporate so associated and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

Neither the Bond Trustee nor the Security Trustee shall be bound to take any step or action in connection with the Bond Trust Deed or the Bonds or the Security Trustee, as applicable, or obligations arising pursuant thereto or pursuant to the other Transaction Documents, where it is not satisfied that it is indemnified and/or secured and/or prefunded against all its liabilities and costs incurred in connection with such step or action and may demand, prior to taking any such step or action, that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so as to indemnify it.

Neither the Bond Trustee nor the Security Trustee shall have any responsibility for the validity, sufficiency or enforceability of the Security. Neither the Bond Trustee nor the Security Trustee shall be responsible for monitoring the compliance by any of the other Transaction Parties with their obligations under the Transaction Documents.

18. FURTHER ISSUES

The Issuer is at liberty from time to time without the consent of the Bondholders or Couponholders to create and issue further bonds ranking *pari passu* in all respects (or in all respects save for the first payment of interest thereon), secured on the same assets and so that the same shall be consolidated and form a single series with the Bonds. Any further bonds which are to form a single series with the Bonds shall be constituted by a deed supplemental to the Bond Trust Deed.

19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any right to enforce any term or condition of this Bond under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

20. GOVERNING LAW AND SUBMISSION TO JURISDICTION

20.1 Governing Law

The Bond Trust Deed, the Security Documents, the Bonds and the Coupons, and any non-contractual obligations or matters arising from or in connection with them, shall be governed by, and construed in accordance with, English law.

20.2 Submission to Jurisdiction

The Issuer has irrevocably agreed (and each Charging Subsidiary will be required to irrevocably agree), in the Bond Trust Deed and the Security Trust Deed, for the benefit of the Bond Trustee and the Security Trustee (as applicable), the Bondholders and the Couponholders that the courts of England are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Bond Trust Deed, the Security Trust Deed, the Bonds or the Coupons and accordingly has submitted (or will submit, as applicable) to the exclusive jurisdiction of the English courts.

PRINCIPAL PAYING AGENT

The Bank of New York Mellon, London Branch

One Canada Square

London E14 5AL

and/or such other or further Principal Paying Agent and other Paying Agents and/or specified offices as may from time to time be appointed by the Issuer with the approval of the Bond Trustee and notice of which has been given to the Bondholders.

SCHEDULE 3

PROVISIONS FOR MEETINGS OF BONDHOLDERS

DEFINITIONS

1. As used in this Schedule the following expressions shall have the following meanings unless the context otherwise requires:

Block Voting Instruction means an English language document issued by a Paying Agent in which:

- (a) it is certified that on the date thereof Bonds (whether in definitive form or represented by a Global Bond) which are held in an account with any Clearing System (in each case not being Bonds in respect of which a Voting Certificate has been issued and is outstanding in respect of the meeting specified in such Block Voting Instruction) have been deposited with such Paying Agent or (to the satisfaction of such Paying Agent) are held to its order or under its control or are blocked in an account with a Clearing System and that no such Bonds will cease to be so deposited or held or blocked until the first to occur of:
- (1) the conclusion of the meeting specified in such Block Voting Instruction; and
 - (2) the surrender to the Paying Agent, not less than 48 Hours before the time for which such meeting is convened, of the receipt issued by such Paying Agent in respect of each such deposited Bond which is to be released or (as the case may require) the Bonds ceasing with the agreement of the Paying Agent to be held to its order or under its control or so blocked and the giving of notice by the Paying Agent to the Issuer in accordance with paragraph 3(E) of the necessary amendment to the Block Voting Instruction;
- (b) it is certified that each holder of such Bonds has instructed such Paying Agent that the vote(s) attributable to the Bonds so deposited or held or blocked should be cast in a particular way in relation to the resolution(s) to be put to such meeting and that all such instructions are, during the period commencing 48 Hours prior to the time for which such meeting is convened and ending at the conclusion or adjournment thereof, neither revocable nor capable of amendment;
- (c) the aggregate principal amount of the Bonds so deposited or held or blocked is listed distinguishing with regard to each such resolution between those in respect of which instructions have been given that the votes attributable thereto should be cast in favour of the resolution and those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution; and
- (d) one or more persons named in such Block Voting Instruction (each hereinafter called a **proxy**) is or are authorised and instructed by such Paying Agent to cast the votes attributable to the Bonds so listed in accordance with the instructions referred to in (c) above as set out in such Block Voting Instruction;

Clearing System means Euroclear and/or Clearstream, Luxembourg and includes in respect of any Bond any clearing system on behalf of which such Bond is held or which is the bearer

or holder of a Bond, in either case whether alone or jointly with any other Clearing System(s). For the avoidance of doubt, the provisions of Clause 1.2(n) shall apply to this definition;

Eligible Person means any one of the following persons who shall be entitled to attend and vote at a meeting:

- (a) a holder of a Bond in definitive form;
- (b) a bearer of any Voting Certificate; and
- (c) a proxy specified in any Block Voting Instruction;

Extraordinary Resolution means:

- (a) a resolution passed at a meeting duly convened and held in accordance with these presents by a majority consisting of not less than 75 per cent. of the Eligible Persons voting thereon 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;
- (b) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Bonds for the time being outstanding 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 holders; or
- (c) consent given by way of electronic consents through the relevant Clearing System(s) (in a form satisfactory to the Bond Trustee) by or on behalf of the holders of not less than 75 per cent. in principal amount of the Bonds for the time being outstanding;

Voting Certificate means an English language certificate issued by a Paying Agent in which it is stated:

- (a) that on the date thereof Bonds (whether in definitive form or represented by a Global Bond) which are held in an account with any Clearing System (in each case not being Bonds in respect of which a Block Voting Instruction has been issued and is outstanding in respect of the meeting specified in such Voting Certificate) were deposited with such Paying Agent or (to the satisfaction of such Paying Agent) are held to its order or under its control or are blocked in an account with a Clearing System and that no such Bonds will cease to be so deposited or held or blocked until the first to occur of:
 - (1) the conclusion of the meeting specified in such Voting Certificate; and
 - (2) the surrender of the Voting Certificate to the Paying Agent who issued the same; and
- (b) that the bearer thereof is entitled to attend and vote at such meeting in respect of the Bonds represented by such Voting Certificate;

24 Hours means a period of 24 hours including all or part of a day upon which banks are open for business in the place where the relevant meeting is to be held, (for so long as the Bonds are represented by a Global Bond) in each of the places where a Clearing System is located and in each of the places where the Bond Trustee and the Paying Agents have their specified offices (in each case, disregarding for this purpose the day upon which such meeting

is to be held) and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business in all of the places as aforesaid; and

48 Hours means a period of 48 hours including all or part of two days upon which banks are open for business in the place where the relevant meeting is to be held, (for so long as the Bonds are represented by a Global Bond) in each of the places where a Clearing System is located and in each of the places where the Bond Trustee and the Paying Agents have their specified offices (in each case, disregarding for this purpose the day upon which such meeting is to be held) and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of two days upon which banks are open for business in all of the places as aforesaid.

For the purposes of calculating a period of **Clear Days** in relation to a meeting, no account shall be taken of the day on which the notice of such meeting is given (or, in the case of an adjourned meeting, the day on which the meeting to be adjourned is held) or the day on which such meeting is held.

All references in this Schedule to a "meeting" shall, where the context so permits, include any relevant adjourned meeting.

EVIDENCE OF ENTITLEMENT TO ATTEND AND VOTE

2. A holder of a Bond (whether in definitive form or represented by a Global Bond) which is held in an account with any Clearing System may require the issue by a Paying Agent of Voting Certificates and Block Voting Instructions in accordance with the terms of paragraph 3.

For the purposes of paragraph 3, the Principal Paying Agent and each Paying Agent shall be entitled to rely, without further enquiry, on any information or instructions received from a Clearing System and shall have no liability to any holder or other person for any loss, damage, cost, claim or other liability occasioned by its acting in reliance thereon, nor for any failure by a Clearing System to deliver information or instructions to the Principal Paying Agent or any Paying Agent.

The holder of any Voting Certificate or the proxies named in any Block Voting Instruction shall for all purposes in connection with the relevant meeting be deemed to be the holder of the Bonds to which such Voting Certificate or Block Voting Instruction relates and the Paying Agent with which such Bonds have been deposited or the person holding Bonds to the order or under the control of such Paying Agent or the Clearing System in which such Bonds have been blocked shall be deemed for such purposes not to be the holder of those Bonds.

PROCEDURE FOR ISSUE OF VOTING CERTIFICATES, BLOCK VOTING INSTRUCTIONS AND PROXIES

3. (A) *Definitive Bonds not held in a Clearing System*

If Bonds have been issued in definitive form and are not held in an account with any Clearing System, the Bond Trustee may from time to time prescribe further regulations (in accordance with paragraph 22) to enable the holders of such Bonds to attend and/or vote at a meeting in respect of such Bonds.

- (B) *Global Bonds and definitive Bonds held in a Clearing System - Voting Certificate*

A holder of a Bond (not being a Bond in respect of which instructions have been given to the Principal Paying Agent in accordance with paragraph 3(C)) represented by a Global Bond or which is in definitive form and is held in an account with any Clearing System may procure the delivery of a Voting Certificate in respect of such Bond by giving notice to the Clearing System through which such holder's interest in the Bond is held specifying by name a person (an **Identified Person**) (which need not be the holder himself) to collect the Voting Certificate and attend and vote at the meeting. The relevant Voting Certificate will be made available at or shortly prior to the commencement of the meeting by the Principal Paying Agent against presentation by such Identified Person of the form of identification previously notified by such holder to the Clearing System. The Clearing System may prescribe forms of identification (including, without limitation, a passport or driving licence) which it deems appropriate for these purposes. Subject to receipt by the Principal Paying Agent from the Clearing System, no later than 48 Hours prior to the time for which such meeting is convened, of notification of the principal amount of the Bonds to be represented by any such Voting Certificate and the form of identification against presentation of which such Voting Certificate should be released, the Principal Paying Agent shall, without any obligation to make further enquiry, make available Voting Certificates against presentation of the form of identification corresponding to that notified.

(C) *Global Bonds and definitive Bonds held in a Clearing System - Block Voting Instruction*

A holder of a Bond (not being a Bond in respect of which a Voting Certificate has been issued) represented by a Global Bond or which is in definitive form and is held in an account with any Clearing System may require the Principal Paying Agent to issue a Block Voting Instruction in respect of such Bond by first instructing the Clearing System through which such holder's interest in the Bond is held to procure that the votes attributable to such Bond should be cast at the meeting in a particular way in relation to the resolution or resolutions to be put to the meeting. Any such instruction shall be given in accordance with the rules of the Clearing System then in effect. Subject to receipt by the Principal Paying Agent of instructions from the Clearing System, no later than 48 Hours prior to the time for which such meeting is convened, of notification of the principal amount of the Bonds in respect of which instructions have been given and the manner in which the votes attributable to such Bonds should be cast, the Principal Paying Agent shall, without any obligation to make further enquiry, appoint a proxy to attend the meeting and cast votes in accordance with such instructions.

(D) Each Block Voting Instruction, together (if so requested by the Bond Trustee) with proof satisfactory to the Bond Trustee of its due execution on behalf of the relevant Paying Agent shall be deposited by the relevant Paying Agent at such place as the Bond Trustee shall approve not less than 24 Hours before the time appointed for holding the meeting at which the proxy or proxies named in the Block Voting Instruction proposes to vote, and in default the Block Voting Instruction shall not be treated as valid unless the Chairman of the meeting decides otherwise before such meeting proceeds to business. A copy of each Block Voting Instruction shall be deposited with the Bond Trustee before the commencement of the meeting but the Bond Trustee shall not thereby be obliged to investigate or be concerned with the validity of or the authority of the proxy or proxies named in any such Block Voting Instruction.

- (E) Any vote given in accordance with the terms of a Block Voting Instruction shall be valid notwithstanding the previous revocation or amendment of the Block Voting Instruction or of any of the instructions of the relevant holder or the relevant Clearing System (as the case may be) pursuant to which it was executed provided that no intimation in writing of such revocation or amendment has been received from the relevant Paying Agent by the Issuer at its registered office (or such other place as may have been required or approved by the Bond Trustee for the purpose) by the time being 24 Hours before the time appointed for holding the meeting at which the Block Voting Instruction is to be used.

CONVENING OF MEETINGS, QUORUM AND ADJOURNED MEETINGS

4. The Issuer or the Bond Trustee may at any time, and the Issuer shall upon a requisition in writing in the English language signed by the holders of not less than ten per cent. in principal amount of the Bonds for the time being outstanding, convene a meeting and if the Issuer makes default for a period of seven days in convening such a meeting the same may be convened by the Bond Trustee or the requisitionists. Whenever the Issuer is about to convene any such meeting the Issuer shall forthwith give notice in writing to the Bond Trustee of the day, time and place thereof and of the nature of the business to be transacted thereat. Every such meeting shall be held at such time and place as the Bond Trustee may appoint or approve in writing. For the avoidance of doubt, notwithstanding anything in this paragraph 4, any meeting requested by Bondholders to discuss the financial position of the Issuer, shall be requested in accordance with, and shall be subject to, Condition 5.5(b) (*Covenants - Information Covenant*).
5. At least 21 Clear Days' notice specifying the place, day and hour of meeting shall be given to the holders prior to any meeting in the manner provided by Condition 14 (*Notices*). Such notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting thereby convened and, where an Extraordinary Resolution will be proposed at the meeting, shall either specify in such notice the terms of such resolution or state fully the effect on the holders of such resolution, if passed. Such notice shall include statements as to the manner in which holders may arrange for Voting Certificates or Block Voting Instructions to be issued and, if applicable, appoint proxies. A copy of the notice shall be sent by post to the Bond Trustee (unless the meeting is convened by the Bond Trustee) and to the Issuer (unless the meeting is convened by the Issuer).
6. A person (who may but need not be a holder) nominated in writing by the Bond Trustee shall be entitled to take the chair at the relevant meeting, but if no such nomination is made or if at any meeting the person nominated shall not be present within 15 minutes after the time appointed for holding the meeting the holders present shall choose one of their number to be Chairman, failing which the Issuer may appoint a Chairman. The Chairman of an adjourned meeting need not be the same person as was Chairman of the meeting from which the adjournment took place.
7. At any such meeting one or more Eligible Persons present and holding or representing in the aggregate more than 50 per cent. in principal amount of the Bonds for the time being outstanding shall (subject as provided below) form a quorum for the transaction of business (including the passing of an Extraordinary Resolution) PROVIDED THAT at any meeting the business of which includes any Basic Terms Modification (which shall, subject only to Clause 24.2 and Clause 26, only be capable of being effected after having been approved by Extraordinary Resolution) the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than 75 per cent. of the principal amount of

the Bonds for the time being outstanding. No business (other than the choosing of a Chairman) shall be transacted at any meeting unless the requisite quorum is present at the commencement of the relevant business.

8. If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any such meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the meeting shall if convened upon the requisition of holders be dissolved. In any other case it shall stand adjourned for such period, being not less than 13 Clear Days nor more than 42 Clear Days, and to such place as may be appointed by the Chairman either at or subsequent to such meeting and approved by the Bond Trustee). If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any adjourned meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the Chairman may either (with the approval of the Bond Trustee) dissolve such meeting or adjourn the same for such period, being not less than 13 Clear Days (but without any maximum number of Clear Days), and to such place as may be appointed by the Chairman either at or subsequent to such adjourned meeting and approved by the Bond Trustee, and the provisions of this sentence shall apply to all further adjourned such meetings.
9. At any adjourned meeting one or more Eligible Persons present (whatever the principal amount of the Bonds so held or represented by them) shall (subject as provided below) form a quorum and shall have power to pass any resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had the requisite quorum been present PROVIDED THAT at any adjourned meeting the quorum for the transaction of business comprising any Basic Terms Modification shall be one or more Eligible Persons present and holding or representing in the aggregate not less than 25 per cent. of the principal amount of the Bonds for the time being outstanding.
10. Notice of any adjourned meeting shall be given in the same manner as notice of an original meeting but as if 10 were substituted for 21 in paragraph 5 and such notice shall state the required quorum.

CONDUCT OF BUSINESS AT MEETINGS

11. Every question submitted to a meeting shall be decided in the first instance by a show of hands. A poll may be demanded (before or on the declaration of the result of the show of hands) by the Chairman, the Issuer, the Bond Trustee or any Eligible Person (whatever the amount of the Bonds so held or represented by him).
12. At any meeting, unless a poll is duly demanded, a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
13. Subject to paragraph 15, if at any such meeting a poll is so demanded it shall be taken in such manner and, subject as hereinafter provided, either at once or after an adjournment as the Chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.

14. The Chairman may, with the consent of (and shall if directed by) any such meeting, adjourn the same from time to time and from place to place; but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.
15. Any poll demanded at any such meeting on the election of a Chairman or on any question of adjournment shall be taken at the meeting without adjournment.
16. Any director or officer of the Bond Trustee, its lawyers and financial advisers, any board member or officer of the Issuer, its lawyers and financial advisers, any director or officer of any of the Paying Agents and any other person authorised so to do by the Bond Trustee may attend and speak at any meeting. Save as aforesaid, no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting unless he is an Eligible Person. No person shall be entitled to vote at any meeting in respect of Bonds which are deemed to be not outstanding by virtue of the proviso to the definition of "outstanding" in Clause 1.
17. At any meeting:
 - (a) on a show of hands every Eligible Person present shall have one vote; and
 - (b) on a poll every Eligible Person present shall have one vote in respect of each £1 or such other amount as the Bond Trustee may in its absolute discretion stipulate, in principal amount of the Bonds held or represented by such Eligible Person.

Without prejudice to the obligations of the proxies named in any Block Voting Instruction, any Eligible Person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.

18. The proxies named in any Block Voting Instruction need not be holders. Nothing herein shall prevent any of the proxies named in any Block Voting Instruction from being a board member, officer or representative of or otherwise connected with the Issuer.
19. The Bondholders shall in addition to the powers hereinbefore given have the following powers exercisable (without prejudice to any powers conferred on other persons by these presents) only by Extraordinary Resolution (subject, in the case of an Extraordinary Resolution to be proposed at a meeting, to the provisions relating to quorum contained in paragraphs 7 and 9) namely:
 - (a) power to sanction any compromise or arrangement proposed to be made between the Issuer, any Charging Subsidiary, the Bond Trustee, any Appointee and the Bondholders and Couponholders or any of them;
 - (b) power to sanction any abrogation, modification, compromise or arrangement in respect of the rights of the Bond Trustee, any Appointee, the Bondholders, the Couponholders, the Issuer or any Charging Subsidiary against any other or others of them or against any of their property whether such rights arise under these presents or otherwise;
 - (c) power to assent to any modification of the provisions of these presents which is proposed by the Issuer, the Bond Trustee or any Bondholder;
 - (d) power to give any authority or sanction which under the provisions of these presents is required to be given by Extraordinary Resolution;

- (e) power to appoint any persons (whether holders or not) as a committee or committees to represent the interests of the Bondholders and to confer upon such committee or committees any powers or discretions which the holders could themselves exercise by Extraordinary Resolution;
 - (f) power to approve of a person to be appointed a trustee and power to remove any trustee or trustees for the time being of these presents;
 - (g) power to discharge or exonerate the Bond Trustee and/or any Appointee from all liability in respect of any act or omission for which the Bond Trustee and/or such Appointee may have become responsible under these presents;
 - (h) power to authorise the Bond Trustee and/or any Appointee to concur in and execute and do all such deeds, instruments, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;
 - (i) power to sanction any scheme or proposal for the exchange or sale of the Bonds for or the conversion of the Bonds into or the cancellation of the Bonds in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash; and
 - (j) power to approve the substitution of any entity for the Issuer (or any previous substitute) as principal debtor under these presents.
20. Any Extraordinary Resolution (i) passed at a meeting of the Bondholders duly convened and held in accordance with these presents, (ii) passed as an Extraordinary Resolution in writing in accordance with these presents or (iii) passed by way of electronic consents given by holders through the relevant Clearing System(s) in accordance with these presents shall be binding upon all the Bondholders whether or not present, whether or not represented at any meeting and/or whether or not voting on such Extraordinary Resolution and upon all Couponholders and each of them shall be bound to give effect thereto accordingly and the passing of any such Extraordinary Resolution shall be conclusive evidence that the circumstances justify the passing thereof. Notice of the result of the voting on any Extraordinary Resolution duly considered by the Bondholders shall be published in accordance with Condition 14 (*Notices*) by the Issuer within 14 days of such result being known, PROVIDED THAT the non-publication of such notice shall not invalidate such result.
21. Minutes of all resolutions and proceedings at every meeting shall be made and entered in books to be from time to time provided for that purpose by the Issuer and any such minutes as aforesaid, if purporting to be signed by the Chairman of the meeting at which such resolutions were passed or proceedings transacted, shall be conclusive evidence of the matters therein contained and, until the contrary is proved, every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed or proceedings transacted thereat to have been duly passed or transacted.
22. Subject to all other provisions of these presents the Bond Trustee may (after consultation with the Issuer where the Bond Trustee considers such consultation to be practicable but without the consent of the Issuer, the Bondholders or the Couponholders) prescribe such further or

alternative regulations regarding the requisitioning and/or the holding of meetings and attendance and voting thereat as the Bond Trustee may in its sole discretion reasonably think fit (including, without limitation, the substitution for periods of 24 Hours and 48 Hours referred to in this Schedule of shorter periods). Such regulations may, without prejudice to the generality of the foregoing, reflect the practices and facilities of any relevant Clearing System. Notice of any such further or alternative regulations may, at the sole discretion of the Bond Trustee, be given to holders in accordance with Condition 14 (*Notices*) at the time of service of any notice convening a meeting or at such other time as the Bond Trustee may decide.

SCHEDULE 4

FORM OF AUTHORISED SIGNATORIES' CERTIFICATE

[On the headed paper of the Issuer]

To: Prudential Trustee Company Limited
Laurence Pountney Hill
London EC4R 0HH

Attention: Corporate Trusts

[Date]

Dear Sirs

£250,000,000 3.125 per cent. Secured Bonds due 2047

This certificate is delivered to you in accordance with Clause 19.2(c) of the Bond Trust Deed dated 31st October, 2017 (the **Bond Trust Deed**) and made between Catalyst Housing Limited (the **Issuer**) and Prudential Trustee Company Limited (the **Bond Trustee**). All words and expressions defined in the Bond Trust Deed shall (save as otherwise provided herein or unless the context otherwise requires) have the same meanings herein.

We hereby certify that, to the best of our knowledge, information and belief (having made all reasonable enquiries):

- (a) as at []¹, no Event of Default or Potential Event of Default existed [other than []]² and no Event of Default or Potential Event of Default had existed at any time since []³ [the certification date (as defined in the Bond Trust Deed) of the last certificate delivered under Clause 19.2(c)]⁴ [other than []]⁵; and
- (b) from and including []³ [the certification date of the last certificate delivered under Clause 19.2(c)]⁴ to and including []¹, the Issuer and the Charging Subsidiaries have complied in all respects with their obligations under these presents (as defined in the Bond Trust Deed) [other than []]⁶.

For and on behalf of

Catalyst Housing Limited

.....
Authorised Signatory

.....
Authorised Signatory

¹ Specify a date not more than seven days before the date of delivery of the certificate.
² If any Event of Default or Potential Event of Default did exist, give details; otherwise delete.
³ Insert date of Bond Trust Deed in respect of the first certificate delivered under Clause 19.2(c), otherwise delete.
⁴ Include unless the certificate is the first certificate delivered under Clause 19.2(c), in which case delete.
⁵ If any Event of Default or Potential Event of Default did exist, give details; otherwise delete.
⁶ If the Issuer has failed to comply with any obligation(s), give details; otherwise delete.

SCHEDULE 5

FORM OF COMPLIANCE CERTIFICATE

[On the headed paper of the Issuer]

To: **Prudential Trustee Company Limited** as Bond Trustee

From: **Catalyst Housing Limited**

Date: [●]

Catalyst Housing Limited
£250,000,000 3.125 per cent. Secured Bonds due 2047
constituted and secured by a Bond Trust Deed dated 31st October, 2017 (the Bond Trust Deed)

1. We refer to the Bond Trust Deed. This is a Compliance Certificate.
2. We confirm that, as at [relevant testing date, being not more than seven days before the date of the certificate]:
 - (a)
 - (i) the Minimum Value⁷ of the Charged Properties [was/is] [●]; and
 - (ii) the Charged Cash [was/is] [●],

(the sum of which being the **Aggregate Asset Value**); and
 - (b) the aggregate principal amount of the Bonds outstanding (excluding, for this purpose, any Retained Bonds held by or on behalf of the Issuer) [was/is] [●],

therefore, the Aggregate Asset Value [is/was] [not] less than the aggregate principal amount of the Bonds outstanding (excluding, for this purpose, any Retained Bonds held by or on behalf of the Issuer). Accordingly the Issuer [is/is not] in compliance with the Asset Cover Test.
3. We set out below calculations establishing the figures in paragraph 2 above:

[●].

Terms used in this statement should have the same meanings as in the Bond Trust Deed, unless the context otherwise requires.

Catalyst Housing Limited

.....
Authorised Signatory

.....
Authorised Signatory

⁷ See the definitions of "Minimum Value" and "Value" in Condition 1. The Value of properties used for the purpose of determining the Minimum Value thereof is the value shown in the then latest Full Valuation or Desk Top Valuation.

SCHEDULE 6

FORM OF NEW PROPERTY APPROVAL CERTIFICATE

[On the headed paper of the Issuer]

To: **Prudential Trustee Company Limited** as Bond Trustee

From: **Catalyst Housing Limited**

Date: [●]

Catalyst Housing Limited
£250,000,000 3.125 per cent. Secured Bonds due 2047
constituted and secured by a Bond Trust Deed dated 31st October, 2017 (the Bond Trust Deed)

1. We refer to the Bond Trust Deed. This is a New Property Approval Certificate.
2. We refer to the Properties in Annex 1 hereof (being the **New Additional Properties**).
3. We confirm that:
 - (a) the New Additional Properties are residential properties of a type and nature that are usually owned by Registered Providers of Social Housing;
 - (b) we have provided a Full Valuation in relation to such New Additional Properties to the Bond Trustee under the Bond Trust Deed dated no earlier than three months prior to the date on which such properties [are to be][were] charged; and
 - (c) we have provided the Security Trustee with the conditions precedent documents in Schedule 2 to the Security Trust Deed in respect of the New Additional Properties.

Terms used in this statement have the same meanings as in the Bond Trust Deed, unless the context otherwise requires.

Catalyst Housing Limited

.....
Authorised Signatory

.....
Authorised Signatory

Annex 1

Description of New Additional Properties

[•]

SCHEDULE 7

FORM OF SUBSTITUTE PROPERTY CERTIFICATE

[On the headed paper of the Issuer]

To: **Prudential Trustee Company Limited** as Bond Trustee

From: **Catalyst Housing Limited**

Date: [●]

Catalyst Housing Limited
£250,000,000 3.125 per cent. Secured Bonds due 2047
constituted and secured by a Bond Trust Deed dated 31st October, 2017 (the Bond Trust Deed)

1. We refer to the Bond Trust Deed. This is a Substitute Property Certificate.
2. We refer to the Charged Properties in Annex 1 hereof (being the **Substitute Properties**).
3. We refer to the Properties in Annex 2 hereof (being the **New Substitute Properties**).
4. We refer to the Full Valuation in respect of the New Substitute Properties and the Substitute Properties dated [●]⁸ and we confirm that (i) the Issuer is (on the date hereof) in compliance with the Asset Cover Test and (ii) immediately following the release of the Substitute Properties from the Security and the substitution of the New Substitute Properties as Charged Properties, the Issuer will be in compliance with the Asset Cover Test.

[Calculations to be set out showing compliance with the Asset Cover Test]

5. We confirm that:
 - (a) the New Substitute Properties are residential properties of a type and nature that are usually owned by Registered Providers of Social Housing;
 - (b) we have provided a Full Valuation to the Bond Trustee under the Bond Trust Deed in relation to the Substitute Properties and the New Substitute Properties prepared by the Valuer dated no earlier than three months prior to the date on which the New Substitute Properties [are to be][were] charged;
 - (c) we have provided the Security Trustee with the conditions precedent documents in Schedule 2 to the Security Trust Deed in respect of the New Substitute Properties; and
 - (d) as at the date hereof, no Event of Default or Potential Event of Default has occurred and is continuing.

Terms used in this statement have the same meanings as in the Bond Trust Deed, unless the context otherwise requires.

⁸ Full Valuation to be dated not more than three months prior to the date of the substitution

Catalyst Housing Limited

.....
Authorised Signatory

.....
Authorised Signatory

Annex 1

Description of Substitute Properties

[•]

Annex 2

Description of New Substitute Properties

[•]

SCHEDULE 8

FORM OF PROPERTY RELEASE/REALLOCATION CERTIFICATE

[On the headed paper of the Issuer]

To: **Prudential Trustee Company Limited** as Bond Trustee

From: **Catalyst Housing Limited**

Date: [●]

Catalyst Housing Limited
£250,000,000 3.125 per cent. Secured Bonds due 2047
constituted and secured by a Bond Trust Deed dated 31st October, 2017 (the Bond Trust Deed)

1. We refer to the Bond Trust Deed. This is a Property Release/Reallocation Certificate.
2. We refer to the Charged Properties in Annex 1 hereof (being the **Released/Reallocated Properties**).
3. We confirm that (i) the Issuer is (on the date hereof) in compliance with the Asset Cover Test, (ii) immediately following the [release][reallocation] of the Released/Reallocated Properties from the Security, the Issuer will be in compliance with the Asset Cover Test and (iii) as at the date hereof, no Event of Default or Potential Event of Default has occurred and is continuing.

[Calculations to be set out showing compliance with the Asset Cover Test]

Terms used in this statement have the same meanings as in the Bond Trust Deed, unless the context otherwise requires.

Catalyst Housing Limited

.....
Authorised Signatory

.....
Authorised Signatory

Annex 1

Description of Released/Reallocated Properties

[•]

SCHEDULE 9

FORM OF STATUTORY DISPOSAL CERTIFICATE

[On the headed paper of the Issuer/relevant Charging Subsidiary]

To: **Prudential Trustee Company Limited** as Bond Trustee

From: **Catalyst Housing Limited**

[and: *[Insert name of relevant Charging Subsidiary]]*⁹

Date: [●]

Catalyst Housing Limited
£250,000,000 3.125 per cent. Secured Bonds due 2047
constituted and secured by a Bond Trust Deed dated 31st October, 2017 (the Bond Trust Deed)

1. We refer to the Bond Trust Deed. This is a Statutory Disposal Certificate.
2. We refer to the Charged Properties in Annex 1 hereof (being the **Relevant Properties**).
3. We confirm that the Relevant Properties [have been][are to be] disposed of pursuant to a Statutory Disposal and that[, immediately following such disposal,] the Issuer [will be/is/will not be/is not] in compliance with the Asset Cover Test.

[Calculations to be set out showing compliance with the Asset Cover Test]

4. [We confirm that we shall procure that further Properties will be charged and allocated so as to become Charged Properties in accordance with the Security Trust Deed and/or the Issuer will deposit cash into the Charged Account in accordance with the Bond Trust Deed such that such breach of the Asset Cover Test will be cured.][*To be included if the Statutory Disposal would result in a breach of the Asset Cover Test*]

Terms used in this statement have the same meanings as in the Bond Trust Deed, unless the context otherwise requires.

Catalyst Housing Limited

.....
Authorised Signatory

[[Insert name of relevant Charging Subsidiary]

.....
Authorised Signatory

⁹ Insert where a Charging Subsidiary is withdrawing one or more Charged Properties from the Security Assets pursuant to a Statutory Disposal.

.....
Authorised Signatory

.....
Authorised Signatory]¹⁰

¹⁰ Insert where a Charging Subsidiary is withdrawing one or more Charged Properties from the Security Assets pursuant to a Statutory Disposal.

Annex 1

Description of Relevant Properties

[•]

SCHEDULE 10

FORM OF RETAINED BOND ISSUER'S CERTIFICATE

[On the headed paper of the Issuer]

To: **Prudential Trustee Company Limited** as Bond Trustee

From: **Catalyst Housing Limited**

Date: [●]

Catalyst Housing Limited
£250,000,000 3.125 per cent. Secured Bonds due 2047
constituted and secured by a Bond Trust Deed dated 31st October, 2017 (the Bond Trust Deed)

1. We refer to the Bond Trust Deed. This is a Retained Bond Issuer's Certificate (as defined in Clause 19.2(r) of the Bond Trust Deed).
2. We intend to sell £[●] in aggregate principal amount of the Retained Bonds.
3. We confirm that:
 - (a) on the date hereof, the Issuer is in compliance with the Asset Cover Test; and
 - (b) immediately following the sale of the Retained Bonds, the Issuer will be in compliance with the Asset Cover Test.
4. We set out below calculations establishing the figures in paragraph 3 above:

[Calculations to be set out showing compliance with the Asset Cover Test]

Terms used in this statement should have the same meanings as in the Bond Trust Deed, unless the context otherwise requires.

For and on behalf of

Catalyst Housing Limited

.....
Authorised Signatory

.....
Authorised Signatory

SCHEDULE 11
FORM OF SUPPLEMENTAL BOND TRUST DEED

SUPPLEMENTAL BOND TRUST DEED

Dated [●]

CATALYST HOUSING LIMITED

[CHARGING SUBSIDIARY]

and

PRUDENTIAL TRUSTEE COMPANY LIMITED

supplemental to a Bond Trust Deed dated 31st October, 2017

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THIS SUPPLEMENTAL BOND TRUST DEED is dated [●]

BETWEEN:

- (1) **CATALYST HOUSING LIMITED**, a registered society incorporated in England under the Co-operative and Community Benefit Societies Act 2014 (registration number 16561R) and registered with the Regulation Committee of the Homes and Communities Agency under the Housing and Regeneration Act 2008, as amended by the Localism Act 2011, (registered number L0699), with registered offices at Ealing Gateway, 26-30 Uxbridge Road, London W5 2AH (the **Issuer**);
- (2) **[CHARGING SUBSIDIARY]** (the **Charging Subsidiary**); and
- (3) **PRUDENTIAL TRUSTEE COMPANY LIMITED**, a company incorporated under the laws of England and Wales, whose registered office is at Laurence Pountney Hill, London EC4R 0HH (registered number 1863305) as trustee of the security constituted by these presents (as defined in the Bond Trust Deed) for itself and the other Secured Parties in accordance with the Bond Trust Deed (the **Bond Trustee** which expression shall include any person for the time being appointed as trustee or as an additional trustee of the security hereby created and any subsequent successors, transferees and assigns thereof).

BACKGROUND:

- (A) The Issuer and the Bond Trustee (among others) have entered into a Bond Trust Deed dated 31st October, 2017 (the **Bond Trust Deed**).
- (B) This Supplemental Bond Trust Deed is supplemental to, and subject to the provisions of, the Bond Trust Deed.
- (C) The Charging Subsidiary is an Eligible Subsidiary and, being of the belief that it will be to its benefit and interest and in the furtherance of its objects so to do, has agreed to join in these presents as a Charging Subsidiary for the purpose of giving further Security for the Secured Obligations.
- (D) It is intended by the parties to this Supplemental Bond Trust Deed that this document will take effect as a deed despite the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

Capitalised terms defined in the Bond Trust Deed have, unless expressly defined in this Supplemental Bond Trust Deed, the same meaning in this Supplemental Bond Trust Deed or any notice given under or in connection with this Supplemental Bond Trust Deed.

2. APPLICATION OF PROVISIONS IN BOND TRUST DEED

This Supplemental Bond Trust Deed shall be read together with, and shall be subject to, the provisions of the Bond Trust Deed.

3. ADMISSION OF CHARGING SUBSIDIARY

The Charging Subsidiary hereby accedes to and agrees to be bound as a Charging Subsidiary pursuant to the Bond Trust Deed as if it were, for all purposes, an original party thereto.

4. ASSIGNMENT

The Bond Trustee may assign and transfer all of its respective rights and obligations hereunder to a replacement Bond Trustee in accordance with the Bond Trust Deed. Upon such assignment and transfer taking effect, the replacement Bond Trustee shall be and be deemed to be acting as trustee for the Secured Parties (as well as for itself) for the purposes of this Supplemental Bond Trust Deed in place of the old Bond Trustee.

5. COUNTERPARTS

This Supplemental Bond Trust Deed may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same deed and any party to this Supplemental Bond Trust Deed may enter into the same by executing and delivering a counterpart.

6. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

7. SUBMISSION TO JURISDICTION

The Charging Subsidiary irrevocably agrees for the benefit of the Bond Trustee, the Bondholders, the Couponholders and the other Secured Parties that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these presents (including a dispute relating to any non-contractual obligations arising out of or in connection with these presents) and accordingly submits to the exclusive jurisdiction of the English courts. The Charging Subsidiary waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Bond Trustee, the Bondholders, the Couponholders and the other Secured Parties may take any suit, action or proceeding arising out of or in connection with these presents (together referred to as **Proceedings**) against the Charging Subsidiary in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

8. GOVERNING LAW

This Supplemental Bond Trust Deed, and any non-contractual obligations or matters arising from or connected with it, shall be governed by, and construed in accordance with, English Law.

IN WITNESS whereof this Supplemental Bond Trust Deed has been duly executed as deed on the date stated at the beginning of this Supplemental Bond Trust Deed.

SIGNATORIES TO THE SUPPLEMENTAL BOND TRUST DEED

EXECUTED as a **DEED**)
by **CATALYST HOUSING LIMITED**)
affixing its common seal in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED**)
by [**CHARGING SUBSIDIARY**])
affixing its common seal in the presence of:)

Authorised Signatory

Authorised Signatory

[Charging Subsidiary to confirm signature block]

EXECUTED as a **DEED**)
by affixing **THE COMMON SEAL** of)
PRUDENTIAL TRUSTEE COMPANY LIMITED)
in the presence of:)

Sealing Officer

SIGNATORIES

EXECUTED as a **DEED**)
by **CATALYST HOUSING LIMITED**) **SEAL**
affixing its common seal in the presence of:) **15721**

Authorised Signatory **RACHAEL DENNIS**

Authorised Signatory **ROD CAHILL**

EXECUTED as a **DEED**)
by affixing **THE COMMON SEAL** of) **SEAL**
PRUDENTIAL TRUSTEE COMPANY LIMITED)
in the presence of:)

Sealing Officer **DONNA PUTTOCK**