

**NOTICE**

**to the holders of the**

**£1,215,000,000 Class A1 6.455 per cent. First Mortgage Debentures due October 2033  
(XS0112279616)**

**and**

**£400,000,000 Class A3 5.952 per cent. First Mortgage Debentures due October 2037  
(XS0130681512)**

**and**

**£222,000,000 Class A7 Floating Rate First Mortgage Debentures due October 2037  
(ISIN: XS0295171341)**

**and**

**£77,899,000 Class B3 Floating Rate First Mortgage Debentures due October 2037  
(ISIN: XS0295172075)**

**and**

**£235,000,000 Class B 6.800 per cent. First Mortgage Debentures due October 2033  
(XS0112281190)**

**and**

**£239,662,000 Class C2 Floating Rate First Mortgage Debentures due October 2037  
(ISIN: XS0295172406)**

**and**

**£125,000,000 Class D2 Floating Rate First Mortgage Debentures due October 2037  
(ISIN: XS0295172745)**

**of CANARY WHARF FINANCE II PLC  
(incorporated in England and Wales with limited liability  
under Registered Number 3929593)  
(the "Issuer")**

presently outstanding (together the "Notes")

18 February 2015

NOTICE IS HEREBY GIVEN by the Issuer and the Trustee to the holders of the Notes that:

Notices were issued in relation to the Notes on 23 December 2014 (the "**First Notice**") and on 22 January 2015 (the "**Second Notice**"). Pursuant to the First Notice, notice was given that the Issuer proposed to cancel £75,000,000 of the Total Liquidity Facility Commitments (the "**Cancellation**"). Notice was also given that the Trustee was minded, having consulted with the Rating Agencies and the Issuer and taken counsel's advice, to agree to the Cancellation on the basis that the Cancellation was not materially prejudicial to the interests of the Noteholders. The First Notice stated that, unless a significant proportion of Noteholders by value objected to the Cancellation by 22 January 2015, the Trustee would agree to the Cancellation and enter into a Deed of Amendment to give effect to the Cancellation. Certain Noteholders requested that an extension was made so that references in the First Notice to "22 January 2015" were to be read as references to "29 January 2015". The Trustee and Issuer agreed to this request and gave notice of the extension by the Second Notice.

Following the Second Notice, the Trustee received notice from what it determined to be a significant proportion of Noteholders by value that such Noteholders objected to the proposed Cancellation. As a result of such objection, the Trustee did not enter into a Deed of

Amendment as described in the First Notice and the Second Notice and the Cancellation has not taken place.

Noteholders who wish to obtain further information should contact the Trustee or the Issuer by e-mail or by post (with proof of their beneficial holding in the Notes) using the details specified below.

Capitalised terms not otherwise defined in this notice shall have the meanings given to them in the Seventh Restated Master Definitions Agreement entered into between, amongst others, the Issuer and the Trustee on 20 June 2014 or, if applicable, the First Notice and/or the Second Notice.

Should you have any queries concerning the information contained in this notice please contact:

**The Issuer:**

Canary Wharf Finance II plc  
1 Canada Square  
London  
E14 5AB

Email: [john.garwood@canarywharf.com](mailto:john.garwood@canarywharf.com)

**The Trustee:**

Deutsche Trustee Company Limited  
Winchester House  
1 Great Winchester Street  
London  
EC2N 2 DB

E-mail: [asfs\\_trustee@list.db.com](mailto:asfs_trustee@list.db.com)