

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

**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**

**£104,000,000 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**

**£275,000,000 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 the Issuer presently outstanding (together the "Notes")

25 May 2017

Defined Terms

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

Background

1. In a notice dated 20 June 2014 (the "**20 June Notice**"), holders of the Notes were notified of the partial redemption of the Class A1 Notes (the "**Redemption**") due to take place on 22 July 2014. Holders of the Notes were also notified, in the 20 June Notice, that 10 Upper Bank Street, London (which used to be a Mortgaged Property in respect of the securitisation) had been released from the security previously granted in connection with the securitisation. The holders of the Notes were further notified that the Issuer was of the opinion that it was entitled to redeem the Class A1 Notes in accordance with Condition 5(b)(iv) and that, accordingly the amount payable to the holders of the Class A1 Notes pursuant to the Redemption was the amount stipulated in Condition 5(c)(ii)(A). This was subsequently disputed by the Trustee and Class A1 Noteholders (who were of the view that the Redemption should take place under Condition 5(c)). If Redemption

took place under Condition 5(c), an amount of £168,746,800 (the "**Premium**") would have been due and payable to the Class A1 Noteholders at the date of Redemption.

2. In an attempt to settle then outstanding dispute between the Issuer, the Trustee and the Class A1 Noteholders, the parties have been negotiating the terms upon which the transaction documentation might be clarified for, *inter alia*, any such future releases of security and the release payments associated therewith.
3. The Issuer intends to send a further notice to holders of the Notes when the outcome of the vote on the Extraordinary Resolution proposed in the Notice below is known.

### Notice

NOTICE IS HEREBY GIVEN to the holders of the Notes that:

Following discussions with certain of the Class A1 Noteholders, the Issuer has proposed, in a notice delivered today, that the holders of the Class A1 Notes pass an Extraordinary Resolution to authorise and direct the Trustee to enter into an agreement substantially in the form set out in Schedule 1 to this notice (the "**Seventh Supplemental Trust Deed**"), to amend Condition 5(c)(ii)(B) and Condition 5(b)(iv). The amendments to Condition 5(c)(ii)(B) and Condition 5(b)(iv) are set out in the Seventh Supplemental Trust Deed and, for the purposes of this Notice only, such Conditions are also appended separately incorporating and highlighting the changes respectively made to them.

The proposal may also be approved by way of a resolution in writing which would take effect as an Extraordinary Resolution.

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

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

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

**Schedule 1**  
**Seventh Supplemental Trust Deed**

WITHOUT PREJUDICE AND SUBJECT TO CONTRACT

[•] 2017

CANARY WHARF FINANCE II PLC  
AND  
DEUTSCHE TRUSTEE COMPANY LIMITED

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SEVENTH SUPPLEMENTAL TRUST DEED

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**THIS SEVENTH SUPPLEMENTAL TRUST DEED** is made on the [•] day of [•] 2017

**BETWEEN:**

- (1) **CANARY WHARF FINANCE 11 PLC** (registered number 3929593) whose registered office is at One Canada Square, Canary Wharf, London E1 4 5 AB (the "Issuer") of the one part; and
- (2) **DEUTSCHE TRUSTEE COMPANY LIMITED** (formerly known as Bankers Trustee Company Limited) whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB (the 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) of the other part.

**WHEREAS:**

- (A) This Seventh Supplemental Trust Deed is supplemental to the trust deed dated 6 June 2000 (the **Original Trust Deed**) made between the Issuer and the Trustee and constituting the £240,000,000 Class A1 6.455% First Mortgage Debentures due October 2033 (the **First Issue Class A1 Notes**), the €100,000,000 Class A2 Floating Rate First Mortgage Debentures due October 2012 (the **First Issue Class A2 Notes**), the £250,000,000 Class R1 Floating Rate First Mortgage Debentures due October 2033 (the **Class R1 Notes**), the £85,000,000 Class B 6.800% First Mortgage Debentures due October 2033 (the **First Issue Class B Notes**), the £250,000,000 Class R2 Floating Rate First Mortgage Debentures due October 2033 (the **Class R2 Notes** and together with the Class R1 Notes, the **Class R Notes**), the £45,000,000 Class C 6.966% First Mortgage Debentures due October 2033 (the **Class C Notes**) and the £45,000,000 Class D Floating Rate First Mortgage Debentures due October 2033 (the **Class D Notes** and, together with the First Issue Class A1 Notes, the First Issue Class B Notes and the Class C Notes, the **First Issue Term Notes** and together with the Class R Notes, the **First Issue Notes**). The First Issue Class A2 Notes were redeemed in full in January 2004 and the Class C Notes and the Class D Notes were redeemed in full in July 2005. The ability to issue Class R Notes expired and were cancelled in July 2005. There are no Class R Notes outstanding and no further Class R Notes may be issued.

This Seventh Supplemental Trust Deed is also supplemental to the supplemental trust deed dated 12 June 2001 (the **First Supplemental Trust Deed**) made between the Issuer and the Trustee and constituting the £475,000,000 Class A1 6.455% First Mortgage Debentures due October 2033 (the **Second Issue Class A1 Notes**), the €83,000,000 Class A2 Floating Rate First Mortgage Debentures due October 2012 (the **Second Issue Class A2 Notes**), the £200,000,000 Class A3 5.952% First Mortgage Debentures due October 2037 (the **Second Issue Class A3 Notes**), the £90,000,000 Floating Rate First Mortgage Debentures due October 2028 (the **Class A4 Notes**) and the €100,000,000 Class B1 Floating Rate First Mortgage Debentures due October 2024 (the **Class B1 Notes**). The Second Issue Class A1 Notes and the Second Issue Class A3 Notes are together herein referred to as the Second Issue Term Notes. The Second Issue Class A2 Notes, the Class A4 Notes and the Class B 1 Notes were redeemed in full in January 2004.

This Seventh Supplemental Trust Deed is also supplemental to the trust deed dated 21 February 2002 (the **Second Supplemental Trust Deed**) made between the Issuer and the Trustee constituting the £500,000,000 Class A1 6.455% First Mortgage Debentures due October 2033 (the **Third Issue Class A1 Notes** and, together with the First Issue Class A1 Notes and the Second Issue Class A1 Notes, the **Class A1 Notes**), the £200,000,000 Class A3 5.952% First Mortgage Debentures due October 2037 (the **Third Issue Class A3 Notes** and together with the Second Issue Class A3 Notes, the **Class A3 Notes**), the U.S.\$579,000,000 Class A5 Floating Rate First Mortgage Debentures due October 2033 (the **Class A5 Notes**) and the £150,000,000 Class B 6.80% First Mortgage Debentures due October 2033 (the **Third Issue Class B Notes** and, together with the Third Issue Class A1 Notes, the Third Issue Class A3 Notes and the Class A5 Notes, the **Third Issue Term Notes**). The Class A5 Notes were redeemed in full in April 2007.

This Seventh Supplemental Trust Deed is also supplemental to the trust deed dated 22 October 2002 (the **Third Supplemental Trust Deed**) made between the Issuer and the Trustee constituting the £325,000,000 Class A6 Floating Rate First Mortgage Debentures due October 2033 (the **Fourth Issue Class A6 Notes**). The Fourth Issue Class A6 Notes were redeemed in full in January 2004. The First Issue Notes (with the exception of the Class C Notes and the Class D Notes), the Second Issue Term Notes and the Third Issue Term Notes are together herein referred to as the Existing Notes.

This Seventh Supplemental Trust Deed is also supplemental to the trust deed dated 18 May 2005 (the **Fourth Supplemental Trust Deed**) made between the Issuer and the Trustee and amending the Conditions of the Class C Notes and the Class D Notes in accordance with written resolutions of the Class C Noteholders and the Class D Noteholders passed on 18 May 2005.

This Seventh Supplemental Trust Deed is also supplemental to the trust deed dated 25 May 2005 (the **Fifth Supplemental Trust Deed**) made between the Issuer and the Trustee constituting the £110,000,000 Class B2 Stepped Coupon Floating Rate First Mortgage Debentures due April 2030 (the **Class B2 Notes**), £225,000,000 Class C1 Stepped Coupon Floating Rate First Mortgage Debentures due April 2030 (the **Class C1 Notes**), £25,000,000 Class D1 Stepped Coupon Floating Rate First Mortgage Debentures due October 2033 (the **Class D1 Notes** and, together with the Class B2 Notes and the Class C1 Notes, the **Fifth Issue Term Notes**). The Fifth Issue Term Notes were redeemed in full in April 2007.

This Seventh Supplemental Trust Deed is also supplemental to the trust deed dated 23 April 2007 (the **Sixth Supplemental Trust Deed**) made between the Issuer and the Trustee constituting the £222,000,000 Class A7 Floating Rate First Mortgage Debentures due 2037 (the **Class A7 Notes**), the £104,000,000 Class B3 Floating Rate First Mortgage Debentures due 2037 (the **Class B3 Notes**), the £275,000,000 Class C2 Floating Rate First Mortgage Debentures due 2037 (the **Class C2 Notes**) and the £125,000,000 Class D2 Floating Rate First Mortgage Debentures due 2037 (the **Class D2 Notes** and, together with the Class A7 Notes, the Class B3 Notes and the Class C2 Notes, the **Sixth Term Issue Notes**).

- (B) The Trustee has agreed to concur with the Issuer in amending the Conditions to give effect to the Extraordinary Resolutions of the Class A1 Noteholders dated [•] 2017.

**NOW THIS SEVENTH SUPPLEMENTAL TRUST DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

All expressions defined in the Original Trust Deed, the First Supplemental Trust Deed, the Second Supplemental Trust Deed, the Third Supplemental Trust Deed, the Fourth Supplemental Trust Deed, the Fifth Supplemental Trust Deed, the Sixth Supplemental Trust Deed, the Fourth Restated Master Definitions Agreement dated 25 May 2005 and the Fifth Restated Master Definitions Agreement dated 23 April 2007 shall, unless otherwise defined herein, have the same meanings in this Seventh Supplemental Trust Deed.

1.2 In this Seventh Supplemental Trust Deed references to Schedules, Clauses, subclauses, paragraphs and subparagraphs shall unless there is anything in the subject or context inconsistent therewith be construed as references to the Schedules, Clauses, subclauses, paragraphs and subparagraphs of this Seventh Supplemental Trust Deed, respectively.

1.3 In the event that any term or provision of this Seventh Supplemental Trust Deed or the modifications made by Clause 2 of this Seventh Supplemental Trust Deed (the "**Relevant Provisions**") shall conflict with or be inconsistent with any term or provision contained in the Relevant Documents (including the Intercompany Loan Agreement), the Relevant Provisions shall prevail.

**2. MODIFICATIONS**

2.1 The Conditions are, on and with effect from the date hereof, but without prejudice to the terms of such Conditions, as applicable, governing the rights and obligations set out therein up to the date hereof, hereby modified by:

(a) inserting the following in Condition 5(c)(ii)(B) immediately after the words "*respectively as calculated by the Trustee*":

"provided that, whenever the redemption of Class A1 Notes (in full or in part) has been made as the result of a prepayment made by the Borrower to obtain the release of a Mortgaged Property pursuant to Clause 17.20(a)(ii) of the Intercompany Loan Agreement, for the purposes of any calculation of Gross Redemption Yield made pursuant to this subparagraph (B), the rate of interest payable on the Class A1 Relevant Treasury Stock shall be deemed to be the rate of interest payable on the Class A1 Relevant Treasury Stock as at the Relevant Date plus 0.20 per cent."

(b) inserting the following in Condition 5(b)(iv) immediately after the words "*created by the Composite Debenture*":

"(it being expressly agreed and acknowledged however that, for the purposes of a redemption (in part or in full), a disposal by the Borrower or any Charging Subsidiary of a Mortgaged Property which gives rise to a prepayment under

the Intercompany Loan under Clause 17.20(a)(ii) of the Intercompany Loan Agreement shall not constitute such a mandatory prepayment)".

**3. RIGHTS OF THIRD PARTIES**

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

**4. GENERAL**

4.1 The Original Trust Deed, the First Supplemental Trust Deed, the Second Supplemental Trust Deed, the Third Supplemental Trust Deed, the Fourth Supplemental Trust Deed, the Fifth Supplemental Trust Deed and the Sixth Supplemental Trust Deed shall henceforth be read and construed in conjunction with this Seventh Supplemental Trust Deed as one document.

4.2 A memorandum of this Seventh Supplemental Trust Deed shall be endorsed by the Trustee on the Original Trust Deed, the First Supplemental Trust Deed, the Second Supplemental Trust Deed, the Third Supplemental Trust Deed, the Fourth Supplemental Trust Deed, the Fifth Supplemental Trust Deed and the Sixth Supplemental Trust Deed and by the Issuer on the duplicates thereof.

**5. COUNTERPARTS**

This Seventh Supplemental Trust Deed may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Deed.

**6. GOVERNING LAW**

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

**IN WITNESS** whereof this Seventh Supplemental Trust Deed has been executed as a deed by the Issuer and the Trustee and entered into the day and year first above written.

**SIGNATORIES**

**EXECUTED** and **DELIVERED** as a Deed by:

.....

Acting as attorney for:  
**CANARY WHARF FINANCE II PLC**

In the presence of

.....

(Signature of witness)

Name of witness:

Address of witness:

**THE COMMON SEAL** of  
**DEUTSCHE TRUSTEE COMPANY**  
**LIMITED**

was hereunto affixed in the presence of:

.....

(Signature)

.....

(Signature)

### **Modified Condition 5(c)(ii)(B)**

- (B) that price (as reported in writing to the Issuer and the Trustee by a financial adviser approved by the Trustee) expressed as a percentage (and rounded up to three decimal places (0.0005 being rounded upwards)) at which the Gross Redemption Yield (as defined below) on the Class A1 Notes or, as the case may be, the Class A3 Notes or, as the case may be, the Class B Notes on the Relevant Date (as defined below) is equal to the Gross Redemption Yield at 3.00 p.m. (London time) on such Relevant Date of the Class A1 Relevant Treasury Stock or, as the case may be, the Class A3 Relevant Treasury Stock or, as the case may be, the Class B Relevant Treasury Stock (each as defined below) and so that, for the purpose of this subparagraph (B), **Relevant Date** means the date which is the second Business Day in London prior to the date of despatch of the notice of redemption referred to in this Condition 5(c), **Gross Redemption Yield** means a yield calculated on the basis indicated by the Joint Index and Classification Committee of the Institute and Faculty of Actuaries, as reported in the Journal of the Institute of Actuaries, Volume 105, Part I , 1978, page 18 and **Class A1 Relevant Treasury Stock, Class A3 Relevant Treasury Stock, and Class B Relevant Treasury Stock** means, as applicable, such government stock as the Trustee, with the advice of a market maker in the gilt-edged securities market approved by the Trustee shall determine to be a benchmark gilt, the duration of which most closely matches the then duration of the Class A1 Notes, the Class A3 Notes and the Class B Notes respectively as calculated by the Trustee provided that, whenever the redemption of Class A1 Notes (in full or in part) has been made as the result of a prepayment made by the Borrower to obtain the release of a Mortgaged Property pursuant to Clause 17.20(a)(ii) of the Intercompany Loan Agreement, for the purposes of any calculation of Gross Redemption Yield made pursuant to this subparagraph (B), the rate of interest payable on the Class A1 Relevant Treasury Stock shall be deemed to be the rate of interest payable on the Class A1 Relevant Treasury Stock as at the Relevant Date plus 0.20 per cent.,

together with (in the case of each of (A) and (B) above) accrued interest to the date of redemption.

Any such amounts not applied in redemption of the whole of a class or classes of Notes pursuant to Condition 5(b)(ii), Condition 5(b)(iii), Condition 5(b)(iv) or this Condition 5(c) will be applied in part redemption of the relevant class or classes of Notes *pro rata* so as to reduce the relevant Amortisation Amounts (if any) due under Condition 5(b)(i) in respect of the relevant class or classes of Notes on the Interest

Payment Date following such redemption. The Principal Amount Outstanding of any Notes purchased and cancelled pursuant to Condition 5(h) shall reduce *pro rata* the Amortisation Amounts (if any) due under Condition 5(b)(i) in respect of the relevant class or classes of Notes on the Interest Payment Dates following such purchase and cancellation. The Cash Manager shall forthwith re-calculate the Amortisation Amounts (so far as is possible, such recalculations shall ensure that the period during which the Notes of each class amortise ends on the same date it would have, but for such recalculation) in respect of the relevant class or classes of Notes to take account of such redemption or, as the case may be, purchase and cancellation, which recalculation shall, in the absence of wilful default, bad faith or manifest error, be binding on the Noteholders and shall notify forthwith the Trustee, the Rating Agencies then rating the Notes, the Paying Agents, the Agent Bank and (for so long as the Notes are admitted to trading on the London Stock Exchange and admitted to the Official List) the London Stock Exchange and the UK Listing Authority of such recalculation and shall cause notice thereof to be given in accordance with Condition 14.

**Modified Condition 5(b)(iv)**

- iv. To the extent that the proceeds of a mandatory prepayment of part of the Intercompany Loan to the Issuer arise from or as a result of the release of a Mortgaged Property from the security created by the Composite Debenture (it being expressly agreed and acknowledged however that, for the purposes of a redemption (in part or in full), a disposal by the Borrower or any Charging Subsidiary of a Mortgaged Property which gives rise to a prepayment under the Intercompany Loan under Clause 17.20(a)(ii) of the Intercompany Loan Agreement shall not constitute such a mandatory prepayment), the Issuer shall be obliged to apply the proceeds thereof to redeem all or part of a class or classes of Notes (with the choice of the class or classes of Notes being redeemed being at the option of the Issuer subject to confirmation by the Rating Agencies then rating the Notes in writing to the Trustee that such choice will not adversely affect the then current ratings assigned by such Rating Agencies in respect of the Notes). The provisions of Condition 5(c) shall apply to any such mandatory redemption save that the amount payable to Fixed Rate Noteholders shall be the amount set out in Condition 5(c)(ii)(A) below, together with accrued interest up to and including the date of payment.