

**EXECUTION VERSION**

## **BANK ACCOUNT AGREEMENT**

12 July 2019

**CANTERBURY FINANCE NO. 1 PLC**  
as Issuer

and

**CITIBANK, N.A., LONDON BRANCH**  
as Issuer Account Bank and Cash Manager

and

**CITICORP TRUSTEE COMPANY LIMITED**  
as Security Trustee

**ALLEN & OVERY**

**Allen & Overy LLP**

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**THIS AGREEMENT** (this **Agreement**) is made on 12 July 2019

**BETWEEN:**

- (1) **CANTERBURY FINANCE NO. 1 PLC** (registered number 11464086), a public limited company incorporated under the laws of England and Wales, whose registered office is at Level 37, 25 Canada Square, Canary Wharf, London E14 5LQ (the **Issuer**);
- (2) **CITIBANK, N.A., LONDON BRANCH** (registered number BR00108) is registered as a branch in the United Kingdom with its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Issuer Account Bank** pursuant to this Agreement and as the **Cash Manager** pursuant to the **Cash Management Agreement**); and
- (3) **CITICORP TRUSTEE COMPANY LIMITED** (registered number 0235914), whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB (the **Security Trustee**, which expression shall include such persons and all other persons for the time being acting as security trustee or security trustees under the Deed of Charge).

**IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

The master definitions and construction schedule made between, amongst others, the parties hereto on or about the date hereof (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto) (the Master Definitions and Construction Schedule) is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement and this Agreement shall be construed in accordance with the interpretation provisions set out in Clause 2 (Interpretation and Construction) of the Master Definitions and Construction Schedule.

The following terms have the following definitions:

**Applicable Law** means any law or regulation including, but not limited to, (a) any domestic or foreign statute or regulation; (b) any rule or practice of any Authority, stock exchange or self-regulatory organisation with which the Issuer Account Bank is bound or accustomed to comply; and (c) any agreements entered into by the Issuer Account Bank and any Authority that is customarily entered into by institutions of a similar nature or (d) any agreements between any two or more Authorities;

**Citigroup Organisation** means Citigroup, Inc., Citibank, N.A., Citibank Europe plc, their branches, subsidiaries and affiliates and anyone who succeeds them or to whom they assign their rights other than Citibank, N.A., London Branch;

**Client Money Rules** means FCA Rules relating to client money from time to time; and

**FCA Rules** means the rules established by the Financial Conduct Authority (or any relevant successor) in its handbook of rules and guidance from time to time.

**Secure File Transfer System** or **SFTS** means the Citibank, N.A. system accessed via the single point of entry portal to the Agency & Trust business, known as the Issuer Services Workstation. SFTS allows clients to exchange data files and instructions with Agency & Trust businesses in a

secure manner that is consistent with Citibank, N.A. internal policies and standards for data transmission.

**SFTS User** means a user of SFTS listed in Schedule 3 to the Bank Mandate – Deposit Account and Schedule 3 to the Bank Account Mandate – Swap Collateral Account, as may be amended pursuant to Clause 3.1(b).

**Time Deposit** Instruction has the meaning set out in Clause 3.1 (Instructions from the Cash Manager).

## **2. APPOINTMENT**

### **2.1 Appointment**

- (a) The Issuer hereby appoints Citibank, N.A., London Branch, whose office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, to be the Issuer Account Bank with respect to the Deposit Account, the Swap Collateral Account and (subject to Clause 3.4 (Further Accounts) below) any additional Issuer Account and as its lawful agent, in its name and on its behalf, to perform the services of the Issuer Account Bank under this Agreement.
- (b) Citibank, N.A., London Branch hereby accepts such appointment on the terms and subject to the conditions of this Agreement.

### **2.2 Duration**

The appointment of the Issuer Account Bank under this Agreement will continue until termination under Clause 9 (Termination).

### **2.3 Power and Authority**

The Issuer Account Bank will, subject to the terms and conditions of this Agreement, have the full power, authority and right to do or cause to be done any and all things which the Issuer Account Bank reasonably considers necessary, convenient or incidental to the performance of its services under this Agreement or any other Transaction Document unless it receives written notice to the contrary from the Issuer or the Security Trustee, as appropriate, in accordance with the terms of this Agreement.

### **2.4 Agent of the Issuer only**

Subject to Clause 7.4 (Consequences of Enforcement Notice on Cash Manager appointment), in acting under this Agreement, the Issuer Account Bank shall act solely as an agent of the Issuer and will not assume any obligation or responsibility towards or relationship of agency or trust for or with any of the Noteholders, the Certificateholders or any other third party.

### **2.5 Opening of Issuer Accounts**

The Issuer Account Bank confirms that the Deposit Account and the Swap Collateral Account have been opened in the name of the Issuer on or prior to the Closing Date.

### **2.6 Obligations and Duties of the Issuer Account Bank**

Except to the extent required otherwise under any Applicable Law, the obligations and duties of the Issuer Account Bank are binding only on the Issuer Account Bank and are not obligations or duties of any Citigroup Organisation and the rights of the Issuer with respect to the Issuer Account Bank

extend only to the Issuer Account Bank and, except to the extent required under any Applicable Law, do not extend to any other Citigroup Organisation.

### **3. THE ISSUER ACCOUNTS**

#### **3.1 Instructions from the Cash Manager**

- (a) Subject to Clauses 3.4 (Further Accounts), 3.5 (No Negative Balance), Clause 7.4 (Consequences of Enforcement Notice on Cash Manager appointment) and 7.6 (Force Majeure), prior to the service of an Enforcement Notice on the Issuer, the Issuer Account Bank shall comply with any direction of the Issuer (or the Cash Manager on behalf of the Issuer) or, following the service of an Enforcement Notice, the Security Trustee, given on a Business Day to effect a payment by debiting any one of the Issuer Accounts if such direction (i) is in writing or is given by the internet banking service provided by the Issuer Account Bank; (ii) otherwise complies with the relevant Account Mandate or in the case of an electronic instruction, the relevant procedures of the Issuer Account Bank applicable from time to time; and (iii) in circumstances where the Issuer Account Bank and the Cash Manager are the same institution, are given in accordance with the relevant internal procedures of such institution. In each case, any such direction shall constitute an irrevocable payment instruction.
- (b) At any time during the term of this Agreement, the Issuer (or the Cash Manager), acting on the instructions of the Seller, may give the Issuer Account Bank written notice substantially in the form set out in Schedule 5 (Form of Time Deposit Instruction) and signed by an Authorised Signatory (a **Time Deposit Instruction**) of the amount (which for the avoidance of doubt may not exceed the amount standing to the credit of the Issuer Accounts on the applicable value date) to be placed on time deposit with the Issuer Account Bank's associated treasury department.
- (c) The primary method of sending any payment instruction or Time Deposit Instruction pursuant to this clause shall be SFTS. If SFTS is unavailable, payment instructions may be sent in "PDF" format (or equivalent acceptable to the Issuer Account Bank) via email to [AT.INSTRUCTIONS@CITI.COM](mailto:AT.INSTRUCTIONS@CITI.COM). Payment instructions submitted via SFTS will only be valid if the following protocol is adhered to: an authorised submitter of the Cash Manager whose e-mail address is specified in Schedule 3 to the Bank Mandate – Deposit Account and Schedule 3 to the Bank Account Mandate – Swap Collateral Account shall upload in SFTS a PDF copy of the payment instruction which shall be in the form of Schedule 3 to this Agreement and signed in accordance with this clause and the Deposit Account Mandate (or any other mandate delivered from time to time). Payment instructions and Time Deposit Instructions submitted via SFTS will not be subject to call-back arrangements.

#### **3.2 Timing of Payment**

Without prejudice to the provisions of Clause 4 (Payments), the Issuer Account Bank agrees that, prior to the service of an Enforcement Notice on the Issuer, if directed by the Issuer or following the service of an Enforcement Notice, if directed by the Security Trustee, pursuant to Clause 3.1 (Instructions from the Cash Manager) to make any payment then, subject to Clauses 3.4 (Further Accounts), 3.5 (No Negative Balance) and 7.4 (Consequences of Enforcement Notice on Cash Manager appointment), it will effect the payment specified in such direction not later than the day specified for payment therein and for value on the day specified therein provided that, if any direction specifying that payment be made on the same day as the direction is given is received later than 12 noon on any Business Day or is received on any day that is not a Business Day, the Issuer Account Bank shall make such payment on a best efforts basis but no later than the commencement of business on the following Business Day for value that day.

### **3.3 Bank Charges**

- (a) In consideration of the performance of its role under this Agreement, the Issuer shall pay to the Issuer Account Bank the fees and commissions (including any applicable VAT subject to the receipt of a valid VAT invoice in respect of such amount), if any, as may be agreed in writing between the Issuer and the Issuer Account Bank. The Issuer shall also pay to the Issuer Account Bank all properly incurred expenses incurred by the Issuer Account Bank in connection with its services under this Agreement.
- (b) The fees and charges of the Issuer Account Bank shall be paid by the Issuer subject to and in accordance with the Priority of Payments.
- (c) The fees, commissions and expenses payable to the Issuer Account Bank for services rendered and the performance of its obligations under this Agreement shall not be abated by any remuneration or other amounts or profits receivable by the Issuer Account Bank (or to its knowledge by any of its associates) in connection with any transaction effected by the Issuer Account Bank with or for the Issuer.

### **3.4 Further Accounts**

If any further Issuer Accounts are required to be opened by the Issuer, the Issuer shall instruct the Cash Manager to open such Issuer Accounts. If it is determined at such time that such Issuer Accounts will be held with the Issuer Account Bank, then the Issuer shall deliver an Account Mandate to the Issuer Account Bank relating to each such Issuer Account in accordance with the Issuer's obligations under this Agreement, the Cash Management Agreement and the Deed of Charge.

### **3.5 No Negative Balance**

Notwithstanding the provisions of Clause 3.1 (Instructions from the Cash Manager), amounts shall only be withdrawn from any Issuer Account to the extent that such withdrawal does not cause the relevant Issuer Account to have a negative balance and for the avoidance of doubt, the Issuer Account Bank shall be under no obligation to monitor the Issuer Accounts for this purpose. No liability shall attach to the Issuer Account Bank if there are insufficient funds to make a payment in whole or part.

### **3.6 Authorisation and regulation**

Citibank, N.A., London Branch is duly authorised to act as a bank in the United Kingdom and is regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### **3.7 No other regulated activities**

Nothing in this Agreement shall require the Issuer Account Bank to carry on an activity of the kind specified by any provision of Part II (other than Article 5 (Accepting Deposits)) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, or to lend money to the Issuer.

### **3.8 No implied duties**

The Issuer Account Bank shall be obliged to perform only such duties as are expressly set out in this Agreement or otherwise as set out in the Transaction Documents and no implied duties or obligations of any kind (including duties or obligations of a fiduciary or equitable nature) shall be read into this Agreement in respect of the Issuer Account Bank.

### **3.9 No additional liability or expense**

The Issuer Account Bank shall not be under any obligation to take any action under this Agreement which it expects will result in any expense or liability accruing to it, the payment of which within a reasonable time is not, in its opinion, assured to it.

### **3.10 Reliance on advisers**

The Issuer Account Bank may consult with legal counsel or other professional advisers of its selection (subject to Clause 12 (Costs), at the expense of the Issuer) in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or in connection with the performance of its duties hereunder. The Issuer Account Bank shall incur no liability and shall be fully protected as against the Issuer in acting in accordance with the opinion and advice of such legal counsel or professional advisers.

### **3.11 Compliance**

The Issuer Account Bank shall be entitled to take any action or to refuse to take any action which the Issuer Account Bank regards as necessary for the Issuer Account Bank to comply with any Applicable Law, regulation or fiscal requirement, or the rules, operating procedures or market practice of any relevant stock exchange or other market or clearing system.

### **3.12 Several Obligations**

The obligations of the Issuer Account Bank and the Cash Manager under this Agreement and any other Transaction Documents to which they are a party are several and not joint.

### **3.13 Reliance on communication from authorised representatives**

The Issuer Account Bank shall be protected and shall incur no liability for or in respect of any action taken, omitted or suffered in reliance upon any telephone, facsimile, e mail communication, instruction or document which it reasonably believes to be genuine and is from a person purporting to be (and whom the Issuer Account Bank believes in good faith to be) the authorised representative of the Issuer or the Cash Manager as sufficient instructions and authority of the Issuer or the Cash Manager for the Issuer Account Bank to act (and shall have no duty to ensure that any such instruction is accurate, correct, or in accordance with this Agreement).

### **3.14 Provision of Information by the Issuer**

The Issuer undertakes to the Issuer Account Bank that it will provide to the Issuer Account Bank all documentation and other information reasonably required by the Issuer Account Bank from time to time to comply with all Applicable Laws in relation to the Deposit Account forthwith upon request by the Issuer Account Bank and it will notify the Issuer Account Bank in writing within 30 days upon becoming aware or being notified of any material change in, or in the validity of, any documentation or other information previously provided to the Issuer Account Bank that affects its tax status pursuant to any Applicable Law.

### **3.15 Personal or Sensitive Information**

- (a) The Issuer undertakes not to supply to the Issuer Account Bank any personal data or sensitive data whether relating to such party, its personnel, customers or other data subjects, except to the extent that the Issuer is required to provide such information in order to comply with requests for information made by the Issuer Account Bank pursuant to its "know your customer" procedures or for the purposes of compliance with any Applicable Law. The Issuer Account Bank undertakes to

process such information for the purpose of carrying out its "know your customer" procedures and will keep it secure and confidential subject to Clause 11 (Confidentiality).

- (b) For the purposes of this Clause 3.15 (Personal or Sensitive Information), "data subject", "personal data" and "sensitive data" each have the meanings given to them in the GDPR.
- (c) The Issuer Account Bank is under no duty to ensure that funds withdrawn from any Issuer Account are actually applied for the purpose for which they were withdrawn or that any instruction is accurate, correct or in accordance with the terms of any other agreement or arrangement.
- (d) The Issuer expressly acknowledges that it is fully aware of and agrees to accept the risks of error, security and privacy issues and fraudulent activities associated with transmitting instructions through any means requiring manual intervention.

### **3.16 No greater duty of care**

The Issuer agrees that the Issuer Account Bank shall not be under any duty to give the amounts in the Issuer Accounts held by it hereunder any greater degree of care than it gives to amounts held for its general banking customers.

## **4. PAYMENTS**

### **4.1 Instructions from the Cash Manager**

The Issuer Account Bank shall comply with the instructions described in Clauses 3.1 (Instructions from the Cash Manager) and 3.2 (Timing of Payment) and shall effect the payments specified in such instructions not later than the time specified for payment therein (provided that the Issuer Account Bank shall not have any liability to any person if it fails to effect timely payment due to insufficient funds standing to the credit of any relevant Issuer Accounts to which an instruction relates on the relevant date. The Issuer Account Bank shall be under no obligation to check the compliance of the Cash Manager with the provisions of Clauses 3.1 (Instructions from the Cash Manager) and 3.2 (Timing of Payment) following receipt by the Issuer Account Bank of instructions for any payment from any Issuer Account.

## **5. MANDATE**

### **5.1 Signing and Delivery of the Deposit Account Mandate and Swap Collateral Account Mandate**

The Issuer confirms that it has delivered to the Issuer Account Bank prior to the Closing Date the duly executed Deposit Account Mandate (in or substantially in the form set out in Schedule 1 (Form of Deposit Account Mandate)) relating to the Deposit Account and the Swap Collateral Account Mandate (in or substantially in the form set out in Schedule 2 (Form of Swap Collateral Account Mandate)) relating to the Swap Collateral Account, and the Issuer Account Bank hereby confirms to the Security Trustee that each of the Deposit Account Mandate and the Swap Collateral Account Mandate has been provided to it, that the Deposit Account and the Swap Collateral Account once open and that the Deposit Account Mandate and the Swap Collateral Account Mandate is operative. The Issuer Account Bank acknowledges that the Deposit Account Mandate, the Swap Collateral Account Mandate and any other mandates delivered from time to time pursuant to the terms of this Agreement shall be subject to the terms of the Deed of Charge and this Agreement.

### **5.2 Amendment or Revocation**

- (a) The Issuer Account Bank agrees that it shall notify the Security Trustee and the Issuer (and the Issuer shall thereby notify the Rating Agencies) as soon as is reasonably practicable and in



accordance with Clause 15 (Notices) if it receives any amendment to or revocation of any Account Mandate relating to the Issuer Accounts (other than a change of Authorised Signatory) and any such amendment or revocation (other than a change of Authorised Signatory) shall require the prior written consent of the Security Trustee. Unless such Account Mandate is revoked, the Issuer Account Bank may continue to comply with such Account Mandate (as it may from time to time be amended in accordance with the provisions of this Clause 5.2 (Amendment or Revocation) unless it receives notice in writing (i) from the Issuer or, as the case may be, the Security Trustee to the effect that the appointment of Citibank, N.A., London Branch as Cash Manager under the Cash Management Agreement has been terminated or (ii) from the Security Trustee to the extent that an Enforcement Notice has been served and that it shall, thereafter, act solely on the instructions of the Security Trustee. The Cash Manager shall, prior to seeking any amendments to any Account Mandate which would require the consent of the Security Trustee in accordance with this Clause 5.2 (Amendment or Revocation), confirm to the Issuer Account Bank whether the consent of the Security Trustee has been obtained.

- (b) For the purposes of the call-back arrangement, the Issuer:
- (i) shall provide a list of authorised signatories and call-back contacts;
  - (ii) undertakes (for the purposes of the call-back arrangements where any instruction is sent via e-mail) to give the Issuer Account Bank not less than five (5) Business Days' notice in writing, signed by an authorised signatory (or as otherwise agreed with the Issuer Account Bank), of any amendment to its authorised signatories, SFTS Users or call-back contacts giving the details specified in the relevant part of Schedule 1 to the Bank Mandate – Deposit Account (authorised signatories), Schedule 2 to the Bank Mandate – Deposit Account (call-back contacts) or Schedule 3 to the Bank Mandate – Deposit Account (SFTS Users), as applicable, in respect of the Deposit Account and Schedule 1 to the Bank Mandate – Swap Collateral Account (authorised signatories), Schedule 2 to the Bank Mandate – Swap Collateral Account (call-back contacts) or Schedule 3 to the Bank Account Mandate – Swap Collateral Account (SFTS Users). Any such amendment shall take effect upon the expiry of the above notice period (or such shorter period as agreed by the Issuer Account Bank in its absolute discretion);
  - (iii) acknowledges and accepts the risks associated with any appointment of the same person(s) to act both as authorised signatory and call-back contact; and
  - (iv) acknowledges and agrees that the Issuer Account Bank may rely upon instructions uploaded into SFTS by an SFTS User and, where applicable, the confirmations or responses of anyone purporting to be a call-back contact in answering the telephone call-back of the Issuer Account Bank and that the Issuer shall assume all risks and losses (if any) resulting from fraudulent use of an e-mail address to upload instructions into SFTS or such confirmations or responses.

## **6. ACKNOWLEDGEMENT BY THE ISSUER ACCOUNT BANK**

### **6.1 Restriction on Issuer Account Bank's Rights**

Notwithstanding anything to the contrary in the Deposit Account Mandate, the Issuer Account Bank hereby:

- (a) waives any right it has or may hereafter acquire to combine, consolidate or merge any Issuer Account with any other Issuer Account or any other bank account of the Cash Manager, the Issuer, the Seller, the Security Trustee or any other person or any liabilities of the Cash Manager, the Issuer, the Seller, the Security Trustee or any other person to it;

- (b) agrees that it holds any amounts deposited in any Issuer Account as banker except (i) that it may not exercise any lien or, to the extent permitted by law, any set off or transfer any sum standing to the credit of or to be credited to any Issuer Account in or towards satisfaction of any liabilities to it of the Cash Manager, the Issuer, the Security Trustee or any other person owing to it and (ii) subject to Clause 17 (Interest), it shall not be liable to account to the Issuer for any interest or other amounts in respect of the amounts deposited;
- (c) in addition to and without prejudice to its rights and obligations as a Secured Creditor, agrees that it will not take, and shall not take, any steps whatsoever to recover any amount due to owing to it pursuant to this Agreement or any other debts whatsoever owing to it by the Issuer, or procure the winding-up or liquidation of the Issuer or procure the making of an administration order in relation to the Issuer in respect of any of the liabilities of the Issuer whatsoever other than to the extent permitted under the Deed of Charge and this Agreement;
- (d) agrees that it shall have recourse only to sums paid to or received by (or on behalf of) the Issuer pursuant to this Agreement or any other Transaction Document; and
- (e) acknowledges that the Issuer has, pursuant to the Deed of Charge, *inter alia*, assigned by way of security (and, to the extent not assigned, charged by way of first fixed charge) all of its rights, title, interest and benefit, present and future, in, to and under the Transaction Documents (other than the Trust Deed and the Deed of Charge) to which it is a party including all rights to receive payment of any amounts which may become payable to the Issuer thereunder and all payments received by the Issuer thereunder and all amounts standing to the credit of the Issuer Accounts to the Security Trustee.

## **6.2 Client Money Rules**

The Issuer Account Bank holds all money standing to the credit of any Issuer Account as banker and not as trustee and as a result such money will not be held in accordance with the Client Money Rules and, in the event the Issuer Account Bank becomes insolvent, the client money distribution rules will not apply and the Issuer will not be entitled to share in any distribution under the client money distribution rules. In particular, the Issuer Account Bank will not segregate any monies from its own and shall not be liable to account to the Issuer for any profits made by the Issuer Account Bank's use as banker of such funds.

## **6.3 Notice of Charge and Assignment and Acknowledgement**

The Issuer Account Bank agrees that promptly upon receipt of a notice of charge and assignment signed by the Issuer, in the form of notice set out in Part 1 (Notice of Charge and Assignment) of Schedule 4 (Form of Notices) hereto, the Issuer Account Bank shall sign and duly return to the Issuer, with a copy to the Security Trustee, an acknowledgement in (or substantially in) the form of acknowledgement set out in Part 2 (Acknowledgement of Notice of Charge and Assignment) of Schedule 4 (Form of Notices) hereto.

## **6.4 Account Statement**

Unless and until directed otherwise by the Security Trustee in accordance with Clause 15 (Notices), the Issuer Account Bank shall provide each of the Issuer and the Security Trustee with a written account transaction statement on a monthly basis in respect of each Issuer Account which is held with the Issuer Account Bank. The Issuer Account Bank is hereby authorised by the Issuer to provide account transaction statements in respect of each Issuer Account to the Cash Manager and the Security Trustee.

## **7. CERTIFICATION, INDEMNITY AND TERMINATION OF CASH MANAGER APPOINTMENT**

### **7.1 Issuer Account Bank to Comply with Cash Manager's Instructions**

Unless otherwise directed in writing by the Security Trustee pursuant to Clause 7.4 (Consequences of Enforcement Notice on Cash Manager appointment), in making any transfer or payment from any Issuer Accounts in accordance with this Agreement, the Issuer Account Bank shall be entitled to act as directed by the Cash Manager pursuant to Clauses 3.1 (Instructions from the Cash Manager) and 3.2 (Timing of Payment) and to rely as to the amount of any such transfer or payment on the Cash Manager's instructions in accordance:

- (a) in the case of the Deposit Account, with the Deposit Account Mandate;
- (b) in the case of the Swap Collateral Account, with the Swap Collateral Account Mandate; and
- (c) in the case of any other Issuer Accounts, with the Account Mandate provided in respect thereof,

and the Issuer Account Bank shall not have any liability to the Cash Manager, the Issuer or the Security Trustee for having acted on such instructions except in the case of its wilful default, fraud or gross negligence.

### **7.2 Issuer Indemnity**

Subject to the Priorities of Payments and the Deed of Charge, the Issuer shall indemnify the Issuer Account Bank against all losses, liabilities, costs, claims, actions, damages, expenses (including any amounts in respect of Irrecoverable VAT in respect thereof) or demands (together, **Losses**) (including, but not limited to, all properly incurred costs, legal fees, charges and expenses (including any amounts in respect of Irrecoverable VAT in respect thereof) (together, **Expenses**) paid or incurred in disputing or defending any Losses) which the Issuer Account Bank may incur or which may be made against it as a result of or in connection with its appointment or the exercise of its powers or duties under this Agreement except to the extent that any Losses or Expenses result from the Issuer Account Bank's own wilful default, gross negligence or fraud or that of its officers, directors or employees, save that this indemnity shall not extend to any Tax imposed on or calculated by reference to the fees, charges, commissions or other remuneration of the Issuer Account Bank or any such fees, charges, commissions or other remuneration (if any) of the Issuer Account Bank for the operation of the Issuer Accounts or to Taxes on income, profits or gains of the Issuer Account Bank. This Clause 7.2 (Issuer Indemnity) shall survive the termination (whether by resignation or removal) or expiry of this Agreement. For the avoidance of doubt, neither the Issuer nor Security Trustee (as applicable) shall be liable for any loss arising as a result of the wilful default, gross negligence or fraud of the Issuer Account Bank.

### **7.3 Liability of Issuer Account Bank**

The Issuer Account Bank will only be liable to the Issuer and/or the Security Trustee for losses, liabilities, costs, expenses (including any amounts in respect of Irrecoverable VAT in respect thereof) and demands arising directly from the performance of its obligations under this Agreement suffered by or occasioned to the Issuer and/or the Security Trustee (**Liabilities**) to the extent that the Issuer Account Bank has been grossly negligent, fraudulent or in wilful default in respect of its obligations under this Agreement. The Issuer Account Bank shall not otherwise be responsible for any Liabilities which may result from anything done or omitted to be done by it in connection with this Agreement.

#### **7.4 Consequences of Enforcement Notice on Cash Manager appointment**

The Issuer Account Bank acknowledges that, if it receives notice in writing from the Security Trustee to the effect that (i) the Note Trustee has served an Enforcement Notice on the Issuer; or (ii) that the appointment of Citibank, N.A., London Branch as Cash Manager under the Cash Management Agreement has been terminated (but without prejudice to Clause 7.1 (Issuer Account Bank to Comply with Cash Manager's Instructions)) all right, authority and power of the Cash Manager in respect of the Issuer Accounts shall be terminated and be of no further effect and the Issuer Account Bank agrees that it shall comply solely with the directions of, (i) upon receipt of a notice from the Security Trustee to the effect that the Note Trustee has served an Enforcement Notice on the Issuer, the Security Trustee; or (ii) upon receipt of a notice from the Security Trustee that the appointment of Citibank, N.A., London Branch has been terminated, any successor cash manager appointed by the Issuer (subject to such successor cash manager having entered into an agreement with the Issuer Account Bank on substantially the same terms as this Agreement) in relation to the operation of each of the Issuer Accounts.

#### **7.5 Issuer Account Bank not liable for consequential losses**

Liabilities arising under Clauses 7.3 (Liability of Issuer Account Bank) shall be limited to the amount of the actual loss of the Issuer or Security Trustee, as applicable. Such actual loss shall be determined (i) as at the date of default of the Issuer Account Bank or, if later, the date on which the loss arises as a result of such default and (ii) without reference to any special conditions or circumstances whether or not known to the Issuer or the Security Trustee at the time of entering into this Agreement, or at the time of accepting any relevant instructions, which increase the amount of the loss. In no event shall the Issuer Account Bank be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special or consequential damages, whether or not the Issuer or the Security Trustee has been advised of the possibility of such loss or damages.

#### **7.6 Force Majeure**

The liability of the Issuer Account Bank under Clause 7.3 (Liability of Issuer Account Bank) will not extend to any claims, loss, liability, costs, expenses and damages arising through any acts, events or circumstances not within its control including:

- (a) Liabilities arising from nationalisation, expropriation or other governmental actions;
- (b) market conditions which prevent or materially adversely affect the execution or settlement of transactions or the value of assets;
- (c) breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems;
- (d) natural disasters or acts of God;
- (e) war, terrorism, insurrection or revolution; and
- (f) strikes or industrial action.

#### **7.7 Investments and holding of assets**

Notwithstanding any other term of this Agreement, the Issuer Account Bank shall not be liable for any claim, loss, liability, costs, expenses and/or damages arising as a result of the general risk of investment in or solely by virtue the holding of assets in any jurisdiction.

## **8. CHANGE OF SECURITY TRUSTEE OR ISSUER ACCOUNT BANK**

### **8.1 Change of Security Trustee**

- (a) If there is any change in the identity of the Security Trustee in accordance with the Deed of Charge, the Issuer Account Bank, the Cash Manager and the Issuer shall execute such documents and take such action as the successor security trustee and the outgoing Security Trustee may reasonably require for the purpose of vesting in the successor security trustee the rights and powers of the outgoing Security Trustee under this Agreement and releasing the outgoing Security Trustee from its future obligations under this Agreement.
- (b) It is hereby acknowledged and agreed that by its execution of this Agreement the Security Trustee shall not assume or have any obligations or liabilities to the Issuer Account Bank, the Cash Manager or the Issuer under this Agreement notwithstanding any provision herein and that the Security Trustee has agreed to become a party to this Agreement for the purpose only of taking the benefit of this Agreement and agreeing to amendments to this Agreement pursuant to Clause 26 (Amendments). Any liberty or right which may be exercised (or not exercised, as the case may be) or determination which may be made under this Agreement by the Security Trustee may be exercised (or not exercised, as the case may be) or made in the Security Trustee's absolute discretion or as directed by the Note Trustee pursuant to the Deed of Charge without any obligation to give reasons therefor and the Security Trustee shall not be responsible for any liability occasioned by so acting but subject always to the provisions of the Deed of Charge. Without prejudice to the obligations of the Issuer, neither the Security Trustee nor any receiver appointed pursuant to the Deed of Charge shall be liable to pay any amounts due under this Agreement, subject as provided in Clause 6.3 (Payments under the Cash Management Agreement, the Bank Account Agreement and the Swap Agreement) of the Deed of Charge.

### **8.2 Change of Issuer Account Bank**

If there is any change in the identity of the Issuer Account Bank, the other parties to this Agreement shall execute such documents and take such actions as the successor issuer account bank and the outgoing Issuer Account Bank and the Security Trustee may require for the purpose of vesting in the successor issuer account bank the rights and obligations of the outgoing Issuer Account Bank and releasing the outgoing Issuer Account Bank from its future obligations under this Agreement.

### **8.3 Change of Cash Manager**

If there is any change in the identity of the Cash Manager, the other parties to this Agreement shall execute such documents and take such actions as the successor cash manager and the outgoing Cash Manager and the Security Trustee may require for the purpose of vesting in the successor cash manager the rights and obligations of the outgoing Cash Manager and releasing the outgoing Cash Manager from its future obligations under this Agreement.

## **9. TERMINATION**

### **9.1 Termination Events**

The Issuer or the Cash Manager on its behalf:

- (a) may (with the prior written consent of the Security Trustee) terminate this Agreement and close the Issuer Accounts if the matters specified in paragraphs (i) to (iii) (inclusive) below occur; and

- (b) shall (with the prior written consent of the Security Trustee) terminate this Agreement and close the Issuer Accounts if any of the matters specified in paragraphs (iv) to (vii) (inclusive) below occur,

in each case by serving a written notice of termination on the Issuer Account Bank (with a copy to, as applicable, the Cash Manager, the Issuer and the Security Trustee) (such termination to be effective on the third Business Day following service of such notice subject as provided below) in any of the following circumstances (each an **Issuer Account Bank Termination Event**):

- (i) if a deduction or withholding for or on account of any Tax is imposed, or it appears likely that such a deduction or withholding will be imposed, in respect of the interest payable on any Issuer Accounts; or
- (ii) default by the Issuer Account Bank in the performance of its obligations under this Agreement which continues unremedied for a period of 20 Business Days after receiving notice or becoming aware of such default, other than a default which would constitute a termination event under (iii) below; or
- (iii) if the Issuer Account Bank materially breaches its obligations under this Agreement, the Deed of Charge or any other Transaction Document to which the Issuer Account Bank is a party provided the Cash Manager acting reasonably and following receipt of a Rating Agency Confirmation from each Rating Agency determines that termination of this Agreement following such breach would not adversely affect the then ratings of the Notes; or
- (iv) if the Issuer Account Bank fails to maintain the Account Bank Rating and the Issuer does not, within 30 calendar days of such occurrence, take, or procure to be taken, any of the actions referred to in Clauses 4.5(a) or 4.5(b) of the Cash Management Agreement; or
- (v) if the Issuer Account Bank, otherwise than for the purposes of such amalgamation or reconstruction as is referred to in paragraph (vi) below, ceases or, through an authorised action of the board of directors of the Issuer Account Bank, threatens to cease to carry on all or substantially all of its business or the Issuer Account Bank is unable or admits inability to pay its debts as and when they fall due within the meaning of Section 123 of the Insolvency Act (on the basis that the words "proved to the satisfaction of the court" are omitted from Section 123(1)(e) of the Insolvency Act) and Section 123(2) of the Insolvency Act (on the basis that the words "proved to the satisfaction of the court" are omitted from Section 123(2) of the Insolvency Act) (as that Section may be amended) or ceases to be an authorised institution under FSMA 2000; or
- (vi) if an order is made or an effective resolution is passed for the winding up of the Issuer Account Bank except a winding up for the purposes of or pursuant to a solvent amalgamation or reconstruction the terms of which have previously been approved in writing by the Issuer and the Security Trustee; or
- (vii) if proceedings are initiated against the Issuer Account Bank under any applicable liquidation, insolvency, bankruptcy, examinership, sequestration, composition, reorganisation (other than a reorganisation where the Issuer Account Bank is solvent) or other similar laws (including, but not limited to, presentation of a petition for an administration order) unless (except in the case of presentation of petition for an administration order) such proceedings are, in the reasonable opinion of the Issuer, being disputed in good faith with a reasonable prospect of success or an administration order is granted or an administrative receiver or other receiver, liquidator, trustee in sequestration or other similar official is appointed in relation to the Issuer Account Bank or in relation to the

whole or any substantial part of the undertaking or assets of the Issuer Account Bank, or an encumbrancer takes possession of the whole or any substantial part of the undertaking or assets of the Issuer Account Bank, or a distress, execution or diligence or other process is levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of the Issuer Account Bank and such possession or process (as the case may be) is not discharged or otherwise ceases to apply within 30 calendar days of its commencement, or the Issuer Account Bank initiates or consents to judicial proceedings relating to itself under applicable liquidation, insolvency, bankruptcy, examinership, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of its creditors generally or takes steps with a view to obtaining a moratorium in respect of any indebtedness.

## **9.2 Notification of Termination Event**

Each of the Issuer, the Cash Manager and the Issuer Account Bank undertakes and agrees to notify the Security Trustee in accordance with Clause 15 (Notices) promptly upon becoming aware of any Issuer Account Bank Termination Event or any event which with the giving of notice or lapse of time or certification would constitute the same pursuant to Clause 9.3 (Termination by Security Trustee).

## **9.3 Termination by Security Trustee**

Following the service of an Enforcement Notice on the Issuer, the Security Trustee may serve a notice of termination on the Issuer Account Bank at any time.

## **9.4 Automatic Termination**

This Agreement shall automatically terminate (if not terminated earlier pursuant to this Clause 9 (Termination)) on the date falling 90 days after all Secured Obligations have been irrevocably discharged in full and the balance of amounts standing to the credit of all Issuer Accounts has been reduced to zero. The Cash Manager shall as soon as is reasonably practicable send notice to the Issuer Account Bank if termination has or will occur in accordance with this Clause 9.4 (Automatic Termination).

## **9.5 Termination by Issuer Account Bank**

- (a) The Issuer Account Bank may terminate this Agreement and cease to operate any of the Issuer Accounts at any time:
  - (i) on giving not less than 45 days' prior written notice (or such shorter period as may be reasonable in the circumstances where termination is due to fraud, material non-compliance with the Issuer Account Bank's terms and conditions relating to the relevant Issuer Accounts or material default by the Issuer under this Agreement) thereof ending on any Business Day which does not fall on an Interest Payment Date or less than five Business Days before an Interest Payment Date to each of the other parties hereto without assigning any reason therefor other than to specify that such termination is in accordance with this Clause 9.5(a)(i); and
  - (ii) on giving not less than 45 days' prior written notice thereof ending on any Business Day which does not fall on an Interest Payment Date or less than five Business Days before an Interest Payment Date to each of the other parties hereto if the Issuer Account Bank shall have demanded payment of its due charges or any interest and the same shall have remained unpaid for a period of one month provided that if the relevant amounts have been paid on or

before the date six weeks after the date of delivery of such notice then the notice shall have no effect,

provided that in each case, such termination shall not take effect until a replacement financial institution or institutions (x) fulfilling the Account Bank Rating and (y) being a bank as defined in Section 991 of the Income Tax Act 2007 shall have entered into an agreement on terms commercially acceptable in the market, pursuant to which the substitute account bank agrees to assume and perform all the material duties and obligations of the Issuer Account Bank under this Agreement, subject to the prior approval of the Security Trustee. If, by the day falling 10 days before the expiry of any notice, such a successor replacement financial institution has not been selected, the Issuer Account Bank shall be entitled, on behalf of the Issuer, to appoint in its place a successor complying with the requirements set out in this Clause 9.5 which the Issuer and Security Trustee shall approve.

- (b) In the event of a termination and cessation of its appointment as the Issuer Account Bank pursuant to this Agreement, the Issuer Account Bank shall use reasonable efforts to assist the other parties hereto to effect an orderly transition of the banking arrangements documented hereby or thereby, except where termination is a result of fraud or material default by the Issuer under this Agreement, in which case, the Issuer Account Bank may but shall not be obligated to assist the parties hereto to effect an orderly transition and termination of the banking arrangements and termination of the banking arrangements.
- (c) In all cases, the Issuer Account Bank shall not be responsible for any costs or expenses occasioned by a termination and cessation of its appointment as the Issuer Account Bank pursuant to this Agreement.

#### **9.6 Loss of Account Bank Ratings**

If the Issuer Account Bank no longer has the Account Bank Ratings, the Issuer shall use its best endeavours to, within 30 calendar days following the first day on which such downgrade occurred, either:

- (a) close the relevant Issuer Accounts held with the Issuer Account Bank (including, for the avoidance of doubt, the Deposit Account) and use all reasonable endeavours to open replacement accounts with a financial institution (a) having all of the Account Bank Ratings and (b) which is a "bank" for the purposes of Section 991 of the Income Tax Act 2007; or
- (b) use all reasonable endeavours to obtain a guarantee of the obligations of such Issuer Account Bank under this Agreement from a financial institution having all of the Account Bank Ratings; or
- (c) take such other reasonable actions as may be required to ensure that the then current rating of the Notes are not adversely affected by the Issuer Account Bank ceasing to have all of the Account Bank Ratings.

#### **9.7 Merger**

Any corporation into which the Issuer Account Bank may be merged or converted, or any corporation with which the Issuer Account Bank may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Issuer Account Bank shall be a party, or any corporation to which the Issuer Account Bank shall sell or otherwise transfer all or substantially all of its assets shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any Applicable Laws and subject to any credit rating requirements set out in this Agreement, become the successor issuer account bank under this



Agreement without the execution or filing of any paper or any further act on the part of the parties to this Agreement, unless otherwise required by the Issuer or the Security Trustee, and after the said effective date all references in this Agreement to the Issuer Account Bank shall be deemed to be references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer shall immediately be given to the Issuer and (following delivery of an Enforcement Notice) the Security Trustee by the Issuer Account Bank.

## **10. FURTHER ASSURANCE**

The parties hereto agree that they will cooperate fully to do all such further acts and things and execute any further documents as may be necessary or reasonably desirable to give full effect to the arrangements contemplated by this Agreement.

## **11. CONFIDENTIALITY**

### **11.1 Confidentiality of Information**

Each party to this Agreement agrees that during the term of this Agreement and thereafter it shall keep confidential and it shall not disclose to any person whatsoever, any information relating to the business, finances or other matters of a confidential nature of any other party hereto of which it may have obtained as a result of the execution of this Agreement or of which it may otherwise have come into the possession of as a result of the performance of its obligations in respect of the Transaction.

### **11.2 Disapplication of confidentiality provisions**

The parties to this Agreement shall use all reasonable endeavours to prevent any such disclosure referred to in Clause 11.1 (Confidentiality of Information), provided that Clause 11.1 (Confidentiality of Information) shall not apply:

- (a) to the disclosure of any information to any person insofar as such disclosure is expressly permitted by this Agreement;
- (b) to the disclosure of any information already known to the recipient otherwise than as a result of entering into any of the Transaction Documents or as a result of a breach of this Clause 11 (Confidentiality);
- (c) to the disclosure of any information with the consent of all the parties hereto;
- (d) to the disclosure of any information which is or becomes public knowledge otherwise than disclosure being made in breach of this Clause 11 (Confidentiality) or as a result of the unauthorised or improper conduct of the recipient;
- (e) to the disclosure of any information:
  - (i) to any of the Rating Agencies;
  - (ii) in order to obtain the admission of the Notes to the Official List;
  - (iii) in connection with the admission of the Notes to trading on Euronext Dublin; or
  - (iv) which is necessary or desirable to provide to prospective investors in the Notes;
- (f) to the extent that disclosure is required pursuant to any law or order of any court of competent jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental or other regulatory or

taxation authority (including any official bank examiners or regulators or Euronext Dublin or the Financial Conduct Authority or the Prudential Regulation Authority);

- (g) to the extent that the recipient needs to disclose any information to any of its employees, provided that before any such disclosure, the relevant party shall make the relevant employees aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance with such obligations by such employees;
- (h) to the extent that the recipient needs or wishes to disclose the same for the exercise, protection or enforcement of any of its rights under any of the Transaction Documents or, in the case of the Security Trustee, for the purpose of discharging, in such manner as it thinks fit, its duties or obligations under or in connection with the Transaction Documents in each case to such persons as require to be informed of such information for such purposes including, without prejudice to any Secured Creditor or, in the case of the Security Trustee, in connection with transferring or purporting to transfer its rights and obligations to a successor trustee;
- (i) to the disclosure of any information to an affiliate, prospective affiliate, prospective successor party and additional or successor parties on the basis that the recipient will hold such information confidential upon substantially the same terms as this Clause 11 (Confidentiality); or
- (j) to the disclosure of any information to professional advisers to, or agents of, any party to this Agreement who receive the same under a duty of confidentiality.

### **11.3 Further disapplication of confidentiality provisions**

The Issuer Account Bank will treat information relating to or provided by the Issuer as confidential, but (unless consent is prohibited by law) the Issuer consents to the processing, transfer and disclosure by the Issuer Account Bank, subject to compliance with any Applicable Law, of any information relating to or provided by the Issuer (including banking secrets, personal data and other confidential information) to any Citigroup Organisation and any agents of the Issuer Account Bank and third parties (including service providers) selected by any of them, provided that such recipients are located within the European Economic Area (together, the **Authorised Recipients**), for confidential use (limited to data processing, statistical and risk analysis purposes and, where necessary, for compliance with any Applicable Law) provided that the Issuer Account Bank has ensured or shall ensure that each such Authorised Recipient to which it provides such confidential information is aware that such information is confidential and should be treated accordingly. The Issuer Account Bank and any Citigroup Organisation, agent or third party referred to above may also transfer and disclose any such information as is required or requested by, or to, any court, legal process, Applicable Law or Authority, including an auditor of the Issuer and including any payor or payee as required by any Applicable Law and may use (and its performance will be subject to the rules of) any communications, clearing or payment systems, intermediary bank or other system.

### **11.4 Forms of monitoring or recording**

The Issuer agrees to the use of any form of telephonic or electronic monitoring or recording by the Issuer Account Bank according to the Issuer Account Bank's standard operating procedures or as the Issuer Account Bank deems appropriate for security and service purposes, and that such recording may be produced as evidence in any proceedings brought in connection with this Agreement.

## **12. COSTS**

The Issuer agrees to pay the properly incurred costs (including properly incurred legal costs and expenses and any amounts representing Irrecoverable VAT in respect thereof) of the Issuer Account Bank in connection with the negotiation and execution of any further documents and the taking of any further action to be executed or taken pursuant to Clause 8 (Change of Security Trustee or Issuer Account Bank), Clause 9 (Termination) (other than Clauses 9.1(b)(iii) to (vii) (Termination Events)), Clause 9.4 (Automatic Termination) and Clause 10 (Further Assurance) and otherwise in connection with this Agreement (including under Clause 3.10 (Reliance on advisers)) or any amendment thereof. All amounts payable under this Clause 12 (Costs) will be made in accordance with the Pre-Enforcement Priority of Payments or as the case may be, the Post-Enforcement Priority of Payments. The Issuer agrees to pay any and all stamp, registration and other similar documentary taxes, duties, assessments or government charges (including any interest and penalties thereon or in connection therewith) which may be payable in connection with the execution, delivery, performance and enforcement of this Agreement by the Issuer Account Bank.

## **13. NON PETITION**

- 13.1 Each party to this Agreement hereby agrees that it will be bound by Clause 22.1 (Non Petition in relation to the Issuer) of the Deed of Charge.
- 13.2 This Clause 13 (Non Petition) shall survive the termination of this Agreement.

## **14. LIMITED RECOURSE**

- 14.1 The parties to this Agreement hereby acknowledge and agree that all obligations of the Issuer to the parties to this Agreement in respect of amounts owing to the parties pursuant to this Agreement are subject to the terms of Clause 22.2 (Limited Recourse) of the Deed of Charge.
- 14.2 This Clause 14 (Limited Recourse) shall survive the termination of this Agreement.

## **15. NOTICES**

### **15.1 In writing**

All notices and other communications to be made under or in respect of this Agreement must be in writing and, unless otherwise stated, may be given in person, by post, email or by fax and shall be sent to each relevant party using the contact details set out in Schedule 1 (Notices) of the Master Definitions and Construction Schedule. Unless it is agreed to the contrary, any consent or agreement required under this Agreement must be given in writing.

### **15.2 Changes**

Any party to this Agreement may change its contact details by giving five Business Days' notice to the other parties.

### **15.3 Effectiveness**

Any notice or communication given under this Clause 15 (Notices) but received on a day which is not a Business Day or after 5 p.m. in the place of receipt will only be deemed to be given on the next Business Day in that place. Any notices to be given pursuant to this Agreement to any of the parties hereto shall be sufficiently served if sent by prepaid first class post, email, by hand or facsimile transmission and shall be deemed to be given (in the case of facsimile transmission) when despatched, (where delivered by hand) on the day of delivery if delivered before 5 p.m. on a

Business Day or on the next Business Day if delivered thereafter or on a day which is not a Business Day, (in the case of email) when received, or (in the case of first class post) when it would be received in the ordinary course of the post.

#### **15.4 Disclosure to the Rating Agencies**

The Issuer, on the direction of the Issuer Account Bank shall, as soon as practicable following receipt by the Issuer Account Bank of a request in writing from any of the Rating Agencies, provide such Rating Agency with a copy of any notice, written information or report sent or made available by the Issuer Account Bank to the Secured Creditors except to the extent that such notice, information or report contains information which is confidential to third parties or which the Issuer Account Bank is otherwise prohibited from disclosing to such Rating Agency.

#### **16. LANGUAGE**

16.1 Any notice given in connection with this Agreement must be in English.

16.2 Any other document provided in connection with this Agreement must be:

- (a) in English; or
- (b) accompanied by a certified English translation. In this case, the English translation prevails unless the document is a statutory or other official document.

#### **17. INTEREST**

17.1 Interest shall accrue daily on the Deposit Account Balance and shall be paid monthly in arrear in respect of the immediately preceding Monthly Period at a rate of interest equal to the Deposit Account Rate calculated on the basis of the actual number of days elapsed and a 365 day year or 366 in a leap year by payment for value on the same day to the Deposit Account, provided that the Issuer Account Bank may, at any time, apply a new rate of interest to the Deposit Account which new rate shall be effective on a date no later than 30 Business Days after the Issuer Account Bank has given written notice to the Issuer and the Cash Manager of the same (and such new rate shall then be the Deposit Account Rate).

17.2 On any day on which interest is payable on the Deposit Account by the Issuer Account Bank under this Agreement, the Issuer Account Bank shall pay the amount of interest then due in immediately available, freely transferable, cleared funds by no later than the close of business on that day.

17.3 If any amount is standing to the credit of an Issuer Account (other than the Deposit Account), such amount will bear interest at a rate and as agreed from time to time in writing between the Issuer and the Issuer Account Bank.

#### **18. WITHHOLDING**

18.1 All payments by the Issuer Account Bank under this Agreement shall be made in full without any deduction or withholding (whether in respect of set off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the deduction or withholding is required by law, in which event the Issuer Account Bank shall:

- (a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

- (b) pay to the relevant taxation or other authorities within the period for payment permitted by Applicable Law the full amount of the deduction or withholding. The Issuer acknowledges and agrees that the Issuer Account Bank may debit any amount held for it in satisfaction of such deduction or withholding;
- (c) furnish to the Issuer or the Security Trustee (as the case may be) within the period for payment permitted by the relevant law, either:
  - (i) an official receipt of the relevant taxation authorities involved in respect of all amounts so deducted or withheld; or
  - (ii) if such receipts are not issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and
- (d) account to the Issuer in full by credit to the relevant Issuer Account for an amount equal to the amount of any relief, rebate, repayment or reimbursement of any deduction or withholding which the Issuer Account Bank has made pursuant to this Clause 18 (Withholding) and which is subsequently received by the Issuer Account Bank.

18.2 Without prejudice to Clause 18.1 above, the Issuer shall remain liable for any deficiency and agrees that it shall pay any such deficiency upon notice from the Issuer Account Bank or any Authority. Neither the Issuer Account Bank nor any of its affiliates shall be required to account to any relevant taxation or other authorities for any payment for or on account of Taxes to the extent that such payment is not covered by withholding in accordance with Clause 18.1 above.

18.3 If the Issuer Account Bank is required to make a deduction or withholding pursuant to Clause 18.1 above, without prejudice to Clause 18.1(d), it shall not pay an additional amount in respect of that deduction or withholding to the Issuer.

## **19. TAX STATUS**

19.1 The Issuer Account Bank hereby represents and warrants that it is and will continue to be a "bank" for the purposes of Section 991 of the Income Tax Act 2007, is entering into this Agreement in the ordinary course of its business for the purposes of section 878 of the Income Tax Act 2007, will pay interest pursuant hereto in the ordinary course of such business, will bring into account payments (other than deposits) made under this Agreement in computing its income for United Kingdom Tax purposes and undertakes that it will not cease to be so or to do so otherwise than as a result of the introduction of, change in, or change in the interpretation, administration or application of, any law or regulation or any practice or concession of HMRC occurring after the date of this Agreement.

19.2 The Issuer Account Bank will procure that any of its successors or assigns will provide the same representation and undertaking as to its tax status as is provided by the Issuer Account Bank in Clause 19.1 above.

## **20. OTHER INTERESTS**

Any of the Issuer Account Bank, its officers, directors and employees may become the owner of, and/or acquire any interest in, any Notes and/or Certificates with the same rights that it or he would have had if the Issuer Account Bank were not appointed under this Agreement, and may engage or be interested in any financial or other transaction with the Issuer, and may act on, or as depositary, trustee or agent for, any committee or body of Noteholders and/or Certificateholders or other obligations of the Issuer, as freely as if the Issuer Account Bank were not appointed under this Agreement without regard to the interests of the Issuer and shall be entitled to retain and shall not in

any way be 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.

**21. ENTIRE AGREEMENT**

This Agreement, the schedules hereto and the Deed of Charge together constitute the entire agreement and understanding between the parties in relation to the subject matter hereof and cancel and replace any other agreement or understanding in relation thereto. The Issuer acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it.

**22. PARTIAL INVALIDITY**

The invalidity, illegality or unenforceability of a provision of this Agreement does not affect or impair the continuation in force of the remainder of this Agreement.

**23. AGENCY**

23.1 The Issuer Account Bank agrees and confirms that, unless otherwise notified by the Issuer or the Security Trustee, the Cash Manager, as agent of the Issuer, may act on behalf of the Issuer under this Agreement.

23.2 The Issuer Account Bank shall be entitled to rely upon any order, judgement, award, decision, decree, certification, demand, notice, or other written instrument including any requirement and/or request for information delivered by a person or Authority delivered to it hereunder without being required to determine its authenticity or the correctness of any fact stated therein or the validity of the service thereof. The Issuer Account Bank may act in reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorised to do so.

**24. WAIVER**

No waiver of this Agreement or any provision(s) of this Agreement shall be effective unless it is in writing and executed by (or by some person duly authorised by) each of the parties hereto. No single or partial exercise of, or failure or delay in exercising, any right under this Agreement shall constitute a waiver or preclude any other or further exercise of that or any other right.

**25. ASSIGNMENT**

Subject as provided in or contemplated by Clauses 6.1(e) (Restriction on Issuer Account Bank's Rights), 8.2 (Change of Issuer Account Bank) and 9.5 (Termination by Issuer Account Bank):

- (a) the Issuer Account Bank may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Issuer and the Security Trustee;
- (b) the Issuer may not assign or transfer any of its rights or obligations hereunder (other than by way of security pursuant to the Deed of Charge) without the prior written consent of the Issuer Account Bank and the Security Trustee; and
- (c) the Issuer Account Bank may not act through any other branch other than the branch specified in Clause 2.1 (Appointment) of this Agreement without the prior written consent of the Issuer and the Security Trustee.

**26. AMENDMENTS**

Subject to Clause 25.7 (Modification to the Transaction Documents) of the Deed of Charge, any amendment, modification or variation to this Agreement may only be made with the prior written consent of each party to this Agreement.

**27. RIGHTS OF THIRD PARTIES**

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

**28. COUNTERPARTS**

This Agreement may be executed in any number of counterparts (including by facsimile), all of which, taken together, shall constitute one and the same agreement and any party to this Agreement may enter into the same by executing and delivering a counterpart (including by facsimile).

**29. GOVERNING LAW**

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

**30. SUBMISSION TO JURISDICTION**

Each party to this Agreement hereby irrevocably submits to the exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Agreement (including a dispute relating to any non-contractual obligations arising out of or relating to this Agreement) and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Agreement hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first before written.

## SCHEDULE 1

### FORM OF DEPOSIT ACCOUNT MANDATE

#### BANK MANDATE – DEPOSIT ACCOUNT

In accordance with the resolution of the board of the Issuer on [●] 2019, we hereby **AGREE AND AUTHORISE**:

1. The account with Sort Code 18-50-08 and Account Number 19125019 in the name of Canterbury Finance No. 1 PLC (the **Issuer**) held with Citibank, N.A., London Branch (the **Bank**) at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the **Deposit Account**) will be used as an account for the benefit of the Issuer.
2. The mandate given to the Bank by virtue of this document (the Mandate) is given on the basis that the Bank complies with the procedure set out in, and the terms of, this document.
3. Prior to receipt of a notice in writing from Citicorp Trustee Company Limited (the **Security Trustee**) to the contrary, in relation to the Deposit Account, the Bank is hereby authorised to honour and comply with all cheques, drafts, bills, payments by way of the Clearing House Automated Payment System, promissory notes, acceptances, negotiable instruments and orders expressed to be drawn, accepted, made or given and all directions given in writing or by way of electronic impulses in respect of the Deposit Account; provided that (and subject to paragraph 8 of this Mandate) any such cheques, drafts, bills, promissory notes, acceptances, negotiable instruments, directions, orders, instructions and/or endorsements are signed by any two people listed in Schedule 1 to this Mandate. The Bank is hereby authorised to act on any information given by a director of the Issuer regarding any changes to this Mandate. Furthermore, the Bank shall not be obliged to make any payment or act on any instruction if it is unable to verify the relevant signature(s) and validate authenticity by way of call-back contacts, a list of which is provided in Schedule 2 to this Mandate.
4. The Authorised Signatories in respect of this Mandate and the signing rights set out under paragraph 3 may be changed by written notice to the Issuer Account Bank signed by two directors, or one director and the company secretary of the Issuer.
5. This Mandate is given on the basis that the Bank:
  - (a) acknowledges that, pursuant to a deed of charge to be entered into between *inter alios*, the Issuer and Citicorp Trustee Company Limited (the **Security Trustee** and **Note Trustee**) on or about [●] 2019 (the **Deed of Charge**), the Issuer has assigned its interest in the Deposit Account to the Security Trustee by way of security;
  - (b) prior to receipt of an Enforcement Notice from the Security Trustee, agrees to comply with the directions of the Issuer (or, pursuant to paragraph 8 of this Mandate, Citibank, N.A., London Branch (the **Cash Manager**) as its agent) in respect of the operation of the Deposit Account and the Bank shall be entitled to rely on any such written direction reasonably purporting to have been given by or on behalf of Issuer or the Cash Manager without enquiry; and
  - (c) upon receipt of an Enforcement Notice from the Security Trustee:
    - (i) agrees to comply with the directions of the Security Trustee expressed to be given by the Security Trustee pursuant to the Deed of Charge in respect of the operation of the Deposit Account and the Bank shall be entitled to rely on any such written



direction reasonably purporting to have been given on behalf of the Security Trustee without enquiry; and

- (ii) agrees that all right, authority and power of the Issuer in respect of the operation of the Deposit Account shall be deemed terminated and of no further effect and the Bank agrees that it shall, upon receipt of an Enforcement Notice from the Note Trustee comply with the directions of the Security Trustee or any receiver appointed under the Deed of Charge in relation to the operation of the Deposit Account unless otherwise required by operation of law or by the order or direction of a competent court or tribunal.
6. Unless and until the Bank receives notice in writing from or purporting to be from the Security Trustee to the contrary, the Bank is authorised to continue to operate the Deposit Account without regard to the Security Interests pursuant to the Deed of Charge.
7. This Mandate shall be communicated to the Bank and remain in force unless and until:
- (a) a resolution amending this Mandate shall be passed by the board of directors of the Issuer and a copy certified by an authorised signatory of the Issuer, shall be received by the Bank;
  - (b) the Bank has received a notice of termination of the Bank Account Agreement from the Issuer; or
  - (c) the Bank has received notice from the Security Trustee that the Security constituted by the Deed of Charge is released by the Security Trustee.
8. The Issuer authorises the Cash Manager to instruct the Bank in relation to the Deposit Account and authorises the Bank to act on those instructions in the manner set forth in the Bank Account Agreement.
9. Expressions defined in the Master Definitions and Construction Schedule made between, among others, the parties hereto on or about the date hereof (as the same may be amended, varied or supplemented from time to time) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Mandate.
10. This Mandate and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England.

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**Authorised Signatory**

### **Schedule 1 to the Bank Mandate – Deposit Account**

The following sets out the signatories for the Deposit Account, in accordance with paragraph 1 of the Mandate.

Cash Manager personnel authorised to sign any cheques, drafts bills, promissory notes, acceptances, negotiable instruments, directions, orders or instructions, and/or endorsements in respect of accounts in the name of the Issuer held by the Issuer Account Bank, with each authorisation being required to be signed by two of the persons listed below.

<b>Name</b>	<b>Specimen Signature</b>
Set forth in form attached	Set forth in form attached

### **Schedule 2 to the Bank Mandate – Deposit Account**

The following sets out the call-back contacts for the Deposit Account, in accordance with paragraph 3 of the Mandate.

Cash Manager personnel authorised to be call-back contacts in order to verify any relevant signatures and validate authenticity are listed below.

<b>Name</b>	<b>Position</b>	<b>Telephone number</b>
Set forth in form attached	Set forth in form attached	Set forth in form attached

### **Schedule 3 to the Bank Mandate – Deposit Account**

The following sets out the SFTS Users for the Deposit Account.

<b>Name</b>	<b>E-mail Address</b>	<b>Telephone number</b>
Set forth in form attached	Set forth in form attached	Set forth in form attached

## SCHEDULE 2

### FORM OF SWAP COLLATERAL ACCOUNT MANDATE

#### BANK MANDATE – SWAP COLLATERAL ACCOUNT

In accordance with the resolution of the board of the Issuer on [●] 2019, we hereby **AGREE AND AUTHORISE**:

1. The cash account with Sort Code 18-50-08 and Account Number 19125000 in the name of Canterbury Finance No. 1 PLC (the **Issuer**) held with Citibank, N.A., London Branch (the **Bank**) at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the **Swap Collateral Account**) will be used as an account for the benefit of the Issuer.
2. The mandate given to the Bank by virtue of this document (the **Mandate**) is given on the basis that the Bank complies with the procedure set out in, and the terms of, this document.
3. Prior to receipt of a notice in writing from Citicorp Trustee Company Limited (the **Security Trustee**) to the contrary, in relation to the Swap Collateral Account, the Bank is hereby authorised to honour and comply with all cheques, drafts, bills, payments by way of the Clearing House Automated Payment System, promissory notes, acceptances, negotiable instruments and orders expressed to be drawn, accepted, made or given and all directions given in writing or by way of electronic impulses in respect of the Swap Collateral Account; provided that (and subject to paragraph 8) any such cheques, drafts, bills, promissory notes, acceptances, negotiable instruments, directions, orders, instructions and/or endorsements are signed by any two people listed in the Schedule to this Mandate. The Bank is hereby authorised to act on any information given by a director of the Issuer regarding any changes to this Mandate.
4. The Authorised Signatories in respect of this Mandate and the signing rights set out under paragraph 3 may be changed by written notice to the Issuer Account Bank signed by two directors, or one director and the company secretary of the Issuer.
5. This Mandate is given on the basis that the Bank:
  - (a) acknowledges that, pursuant to a Deed of Charge to be entered into between *inter alios*, the Issuer and Citicorp Trustee Company Limited (the **Security Trustee** and **Note Trustee**) on or about [●] 2019 (the **Deed of Charge**), the Issuer has assigned its interest in the Swap Collateral Account to the Security Trustee by way of security;
  - (b) prior to receipt of an Enforcement Notice from the Security Trustee, agrees to comply with the directions of the Issuer (or, pursuant to paragraph 8 of this Mandate, Citibank, N.A., London Branch (the **Cash Manager**) as its agent) in respect of the operation of the Swap Collateral Account and the Bank shall be entitled to rely on any such written direction reasonably purporting to have been given by or on behalf of Issuer or the Cash Manager without enquiry; and
  - (c) upon receipt of an Enforcement Notice from the Security Trustee:
    - (i) agrees to comply with the directions of the Security Trustee expressed to be given by the Security Trustee pursuant to the Deed of Charge in respect of the operation of the Swap Collateral Account and the Bank shall be entitled to rely on any such written direction reasonably purporting to have been given on behalf of the Security Trustee without enquiry; and

- (ii) agrees that all right, authority and power of the Issuer in respect of the operation of the Swap Collateral Account shall be deemed terminated and of no further effect and the Bank agrees that it shall, upon receipt of an Enforcement Notice from the Note Trustee comply with the directions of the Security Trustee or any receiver appointed under the Deed of Charge in relation to the operation of the Swap Collateral Account unless otherwise required by operation of law or by the order or direction of a competent court or tribunal.
- 6. Unless and until the Bank receives notice in writing from or purporting to be from the Security Trustee to the contrary, the Bank is authorised to continue to operate the Swap Collateral Account without regard to the Security Interests pursuant to the Deed of Charge.
- 7. This Mandate shall be communicated to the Bank and remain in force unless and until:
  - (a) a resolution amending this Mandate shall be passed by the board of directors of the Issuer and a copy certified by an authorised signatory of the Issuer, shall be received by the Bank;
  - (b) the Bank has received a notice of termination of the Bank Account Agreement from the Issuer; or
  - (c) the Bank has received notice from the Security Trustee that the Security constituted by the Deed of Charge is released by the Security Trustee.
- 8. The Issuer authorises the Cash Manager to instruct the Bank in relation to the Swap Collateral Account and authorises the Bank to act on those instructions in the manner set forth in the Bank Account Agreement.
- 9. Expressions defined in the Master Definitions and Construction Schedule made between, among others, the parties hereto on or about the date hereof (as the same may be amended, varied or supplemented from time to time) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Mandate.
- 10. This Mandate and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England.

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**Authorised Signatory**

### **Schedule 1 to the Bank Mandate – Swap Collateral Account**

The following sets out the signatories for the Swap Collateral Account, in accordance with paragraph 1 of the Mandate.

Cash Manager personnel authorised to sign any cheques, drafts bills, promissory notes, acceptances, negotiable instruments, directions, orders or instructions, and/or endorsements in respect of accounts in the name of the Issuer held by the Issuer Account Bank, with each authorisation being required to be signed by two of the persons listed below.

<b>Name</b>	<b>Specimen Signature</b>
Set forth in form attached	Set forth in form attached

## **Schedule 2 to the Bank Mandate – Swap Collateral Account**

The following sets out the call-back contacts for the Deposit Account, in accordance with paragraph 3 of the Mandate.

Cash Manager personnel authorised to be call-back contacts in order to verify any relevant signatures and validate authenticity are listed below.

<b>Name</b>	<b>Position</b>	<b>Telephone number</b>
Set forth in form attached	Set forth in form attached	Set forth in form attached



### **Schedule 3 to the Bank Account Mandate – Swap Collateral Account**

The following sets out the SFTS Users for the Swap Collateral Account.

<b>Name</b>	<b>E-mail Address</b>	<b>Telephone number</b>
Set forth in form attached	Set forth in form attached	Set forth in form attached

### SCHEDULE 3

#### FORM OF PAYMENT INSTRUCTION

**[N.B. If this Payment Instruction represents the final Payment Instruction then please include the following wording:]**

[The payment[s] contemplated by this Payment Instruction represent[s] the final payment to be made from the Deposit Account. The Deposit Account should therefore be closed in accordance with Clause 9 of the Bank Account Agreement defined below.]

**For the attention of Specialised Agency Group**

E-mail: [AT.INSTRUCTIONS@CITI.COM](mailto:AT.INSTRUCTIONS@CITI.COM)

[DATE]

#### **Bank Account Agreement**

We refer to the agreement dated [●] 2019 between Canterbury Finance No. 1 PLC, Citicorp Trustee Company Limited and Citibank, N.A., London Branch as Issuer Account Bank (the **Bank Account Agreement**). Words and expressions used in this Payment Instruction shall have the same meanings as in the Bank Account Agreement.

This Payment Instruction is being provided to you in accordance with Clauses 3 and 4 of the Bank Account Agreement. You are instructed to make the following payment:

<b>Debit Account Number</b>	XXXXXXXX	
<b>Amount</b>	XXX,XXX,XXX,XXX.XX	
<b>Currency Code</b>		
<b>Payment Date</b>	DD/MM/YYYY	
<b>Intermediary Correspondent Bank</b> <i>(Optional)</i>	<b>Bank Name</b>	
	<b>SWIFT</b>	
	<b>ABA</b> (For USA payments only, if SWIFT Code not available)	
	<b>Sort Code</b> (UK only)	
<b>Beneficiary Bank</b>	<b>Bank Name</b>	
	<b>SWIFT</b>	

	<b>ABA</b> (For USA payments only, if SWIFT Code not available)	
	<b>Sort Code</b> (UK only)	
	<b>Account/IBAN</b> (Optional)	
<b>Beneficiary Customer</b>	<b>Name</b>	
	<b>Account/IBAN</b>	
	<b>SWIFT</b> (Optional)	
<b>Reference</b> (Optional)		
<b>Bank to Bank Information</b> (Optional)		

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

[Issuer]

By: .....  
(Authorised Signatory)

.....  
(Authorised Signatory)

## SCHEDULE 4

### FORM OF NOTICES

#### PART 1

#### NOTICE OF CHARGE AND ASSIGNMENT

To: Citibank, N.A., London Branch  
Citigroup Centre,  
Canada Square,  
Canary Wharf,  
London E14 5LB  
(as **Issuer Account Bank**)

For the attention of: Agency & Trust

[●] 2019

Dear Sirs,

Re: **CANTERBURY FINANCE NO. 1 PLC**

**Deposit Account Number 19125019 (sort code: 18-50-08) (the Deposit Account) and Swap Collateral Account Number 19125000 (sort code: 18-50-08) (the Swap Collateral Account)**

We hereby give you notice that, by a deed of charge dated of even date herewith and made between, *inter alios*, ourselves and Citicorp Trustee Company Limited (the **Security Trustee**) (the **Deed of Charge**), we:

- (a) charged by way of first fixed charge in favour of the Security Trustee all of our right, title, benefit and interest present and future in, to and under the Deposit Account, the Swap Collateral Account and any additional Issuer Account held with you and all sums of money standing to the credit thereof and all interest accruing thereon from time to time; and
- (b) assigned in favour of the Security Trustee all of our right, title, benefit and interest present and future in, to and under the bank account agreement of even date herewith between ourselves, yourselves, the Security Trustee and the Cash Manager (the **Bank Account Agreement**).

Accordingly, amounts may and shall be withdrawn from time to time from the Deposit Account, the Swap Collateral Account and any additional Issuer Account held with you in accordance with the provisions of the Bank Account Agreement and the Deed of Charge and any Swap Agreement only until such time as you receive notice in writing from the Security Trustee in which case you shall thereafter comply with all directions of the Security Trustee.

We agree that you are not bound to enquire whether the right of the Security Trustee to withdraw any monies from the Deposit Account, the Swap Collateral Account and any additional Issuer Account held with you has arisen or be concerned with (A) the propriety or regularity of the exercise of that right or (B) notice to the contrary or (C) to be responsible for the application of any monies received by the Security Trustee. Further, we agree that you shall have no liability for having acted on instructions or the consequences thereof which on their face appear to be genuine, and which comply with the latest mandate held by you or relevant electronic banking system procedures in the case of an electronic instruction and you have no obligation whatsoever to verify the facts or matters stated in instructions.

For the avoidance of doubt, so long as you comply with this notice and the terms of the Bank Account Agreement and the Deed of Charge, you shall not be responsible to the Security Trustee for making payments in accordance with instructions given in accordance with the terms of the Bank Account Agreement and the Deed of Charge. You, as Issuer Account Bank, shall not be deemed to be a trustee for the Security Trustee of the Deposit Account, the Swap Collateral Account and any additional Issuer Account held by us with you.

Please note that the foregoing authorisations and instructions may not be revoked or varied by ourselves without the prior written consent of the Security Trustee.

Please acknowledge receipt of this notice and your acceptance of the instructions herein contained by signing two copies of the attached form of acknowledgement, returning one copy to ourselves and sending the other copy direct to the Security Trustee at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB for the attention of [●].

This notice of charge and assignment and any non-contractual obligations arising out of or in connection with it are governed by, and construed in accordance with, the laws of England.

Yours faithfully,

\_\_\_\_\_  
for and on behalf of

**CANTERBURY FINANCE NO. 1 PLC**

per pro CSC Directors (No. 1) Limited, as Director

## PART 2

### ACKNOWLEDGEMENT OF NOTICE OF CHARGE AND ASSIGNMENT

To: Canterbury Finance No. 1 PLC  
Level 37, 25 Canada Square, Canary Wharf, London E14 5LQ  
(the **Issuer**)

For the attention of: The Directors

[●] 2019

Dear Sirs,

**Re: CANTERBURY FINANCE NO. 1 PLC**

**Deposit Account Number 19125019 (sort code: 18-50-08) (the Deposit Account) and Swap Collateral Account Number 19125000 (sort code: 18-50-08) (the Swap Collateral Account)**

We acknowledge receipt of your letter dated [●] 2019, a copy of which is attached (the **Letter**). Words and expressions defined in the Letter have the same meanings herein.

In consideration of your agreeing to maintain the Deposit Account and the Swap Collateral Account with us, we now agree and confirm to the Security Trustee that for so long as the instructions in the Letter are not revoked (by operation of law or otherwise) we accept and will comply with the authorisations and instructions contained in the Letter and will not accept or act upon any instructions contrary thereto unless the same shall be in writing signed by the Security Trustee.

We confirm that any additional Issuer Account you as Issuer open with us will be operated subject to and in accordance with the terms of the Bank Account Agreement.

This acknowledgement and any non-contractual obligations arising out of or in connection with it are governed by, and construed in accordance with, the laws of England.

Yours faithfully,

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for and on behalf of  
**CITIBANK, N.A., LONDON BRANCH**

## SCHEDULE 5

### FORM OF TIME DEPOSIT INSTRUCTION

Citibank, N.A., London Branch  
Citigroup Centre,  
Canada Square,  
Canary Wharf,  
London, E14 5LB,  
United Kingdom

For the attention of Specialised Agency Group

E-mail: [AT.INSTRUCTIONS@CITI.COM](mailto:AT.INSTRUCTIONS@CITI.COM)

[DATE]

#### Account Bank Agreement

We refer to the agreement dated [●] 2019 between the Issuer and Citibank, N.A., London Branch, as Issuer Account Bank (the **Bank Account Agreement**). Words and expressions used in this Time Deposit Instruction shall have the same meanings as in the Bank Account Agreement.

This Time Deposit Instruction is being provided to you in accordance with Clause 3.1 of the Bank Account Agreement. You are instructed to place the following amount[s] from the Issuer Account[s] specified below on [value date] on time deposit with the Issuer Account Bank's associated treasury department:

Issuer Account [●]

Amount: [●]

Currency: [●]

Duration: [●]

*N.B. Instructions to be received by the Issuer Account Bank by close of business (London time) on the Business Day prior to the value date of the intended deposit.*

This Time Deposit Instruction and any non-contractual obligation arising out of or in connection with it are governed by and shall be construed in accordance with English law.

Issuer

By: .....  
per pro CSC Directors (No. 1) Limited, as Director  
for and on behalf of  
Canterbury Finance No. 1 PLC

## SIGNATORIES

**SIGNED** by  
**CANTERBURY FINANCE NO. 1 PLC**  
as Issuer  
per pro CSC Directors (No. 1) Limited, as Director

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**SIGNED** for and on behalf of  
**CITIBANK, N.A., LONDON BRANCH**  
as Cash Manager  
acting by its delegated signatory

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**SIGNED** for and on behalf of  
**CITIBANK, N.A., LONDON BRANCH**  
as Issuer Account Bank  
acting by its delegated signatory

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**SIGNED** for and on behalf of  
**CITICORP TRUSTEE COMPANY LIMITED**  
in its role as Security Trustee  
acting by two duly authorised Attorneys

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## SIGNATORIES

**SIGNED** by  
**CANTERBURY FINANCE NO. 1 PLC**  
as Issuer  
per pro CSC Directors (No. 1) Limited, as Director

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**SIGNED** for and on behalf of  
**CITIBANK, N.A., LONDON BRANCH**  
as Cash Manager  
acting by its delegated signatory

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David Mares  
Vice President

**SIGNED** for and on behalf of  
**CITIBANK, N.A., LONDON BRANCH**  
as Issuer Account Bank  
acting by its delegated signatory

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David Mares  
Vice President

**SIGNED** for and on behalf of  
**CITICORP TRUSTEE COMPANY LIMITED**  
in its role as Security Trustee  
acting by two duly authorised Attorneys

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David Mares  
Director  
  
Andrea Meucci  
Vice President