

(Multicurrency — Cross Border)

ISDA[®]

International Swap Dealers Association, Inc.

MASTER AGREEMENT

June 5, 2002

dated as of

- (1) JPMorgan Chase Bank
- (2) First Flexible No. 5 plc (the "Counterparty") and (3) JPMorgan Chase Bank (the "Trustee").

and

have entered and/or anticipate entering into one or more transactions (each a "Transaction") that are or will be governed by this Master Agreement, which includes the schedule (the "Schedule"), and the documents and other confirming evidence (each a "Confirmation") exchanged between the parties confirming those Transactions.

Accordingly, the parties agree as follows: —

1. Interpretation

- (a) **Definitions.** The terms defined in Section 14 and in the Schedule will have the meanings therein specified for the purpose of this Master Agreement.
- (b) **Inconsistency.** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement (including the Schedule); such Confirmation will prevail for the purpose of the relevant Transaction.
- (c) **Single Agreement.** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this "Agreement"), and the parties would not otherwise enter into any Transactions.

2. Obligations

(a) General Conditions.

- (i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.
- (ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.
- (iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.

Copyright © 1992 by International Swap Dealers Association, Inc.

value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under applicable law) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it shall be the average of the Termination Currency Equivalents of the fair market values reasonably determined by both parties.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

(1) JPMorgan Chase Bank

(2) First Flexible No. 5 plc (the "Counterparty") and (3) JPMorgan Chase Bank (the "Trustee")

(Name of Party)

(Name of Party)

By: _____

A. Ross

Name: ANDY ROSS
 Title: VICE PRESIDENT
 Date: 11.6.2002

By: _____

A.W. Vaughan

Name: A.W. VAUGHAN
 Title: TREASURY & CAPITAL MARKETS DIRECTOR
 Date: 11 JUNE 2002

[Signature]

by Kemi Bola
 Vice President
 11/06/02

for and on behalf of
 JPMorgan Chase Bank.

SCHEDULE
to the
Master Agreement

dated as of June 5, 2002

between

- | | |
|---------------------------------------|--|
| (1) JPMorgan Chase Bank
("Morgan") | (2) First Flexible No.5 plc
(the "Counterparty") and
(3) JPMorgan Chase Bank (the
"Trustee", which expression shall
include such company and all other
persons and companies for the time
being acting as trustee or trustees
under the Trust Deed) which has
agreed to become a party to this
Agreement solely for the purposes of
taking the benefit of certain
provisions of this Agreement. |
|---------------------------------------|--|

Part 1

Termination Provisions

In this Agreement:-

- (1) "Specified Entity":
 - (a) shall not apply in relation to Morgan
 - (b) shall not apply in relation to the Counterparty
- (2) "Specified Transaction" will have the meaning specified in Section 14 of this Agreement.
- (3) The "Cross Default" provisions of Section 5(a)(vi) will not apply to Morgan or the Counterparty.
- (4) "Termination Currency" means Sterling.
- (5) The "Credit Event Upon Merger" provisions of Section 5(b)(iv) of the Agreement will not apply to Morgan or the Counterparty.
- (6) The "Automatic Early Termination" provisions of Section 6(a) will not apply to either party.
- (7) For purposes of computing amounts payable on early termination:

- (a) Market Quotation will apply to this Agreement; and
- (b) The Second Method will apply to this Agreement.

Part 2

Tax Representations

Representations of Morgan

- (1) Payer Tax Representation. For the purpose of Section 3(e) of this Agreement, Morgan hereby makes the following representation:
 - (i) It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e), 6(d)(ii) or 6(e)) to be made by it to the Counterparty under this Agreement. In making this representation, it may rely on:
 - (a) the accuracy of any representation made by the Counterparty pursuant to Section 3(f);
 - (b) the satisfaction of the agreement of the Counterparty contained in Section 4(a)(i) or 4(a)(iii) and the accuracy and effectiveness of any document provided by the Counterparty pursuant to Section 4(a)(i) or 4(a)(iii); and
 - (c) the satisfaction of the agreement of the Counterparty contained in Section 4(d),

provided that it shall not be a breach of this representation where reliance is placed on clause (b) and the Counterparty does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.
 - (ii) It is party to the Transaction otherwise than as agent or nominee of another person and is entering into the Transaction solely for the purposes of a trade or part of a trade carried on by it in the United Kingdom through a branch or agency.
- (2) Payee Tax Representations. For the purpose of Section 3(f) of this Agreement, Morgan makes no representation(s)

Representations of the Counterparty

- (1) Payer Tax Representation. For the purpose of Section 3(e) of this Agreement, the Counterparty hereby makes the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e), 6(d)(ii) or 6(e)) to be made by it to Morgan under this Agreement. In making this representation, it may rely on:

- (i) the accuracy of any representation made by Morgan pursuant to Section 3(f);
- (ii) the satisfaction of the agreement of Morgan contained in Section 4(a)(i) or 4(a)(iii) and the accuracy and effectiveness of any document provided by Morgan pursuant to Section 4(a)(i) or 4(a)(iii); and
- (iii) the satisfaction of the agreement of Morgan contained in Section 4(d),

provided that it shall not be a breach of this representation where reliance is placed on clause (ii) and Morgan does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (2) Payee Tax Representations. For the purpose of Section 3(f) of this Agreement, the Counterparty makes no representation(s).

Part 3

Agreement to Deliver Documents

For the purpose of Section 4(a)(i) and (ii), each party agrees to deliver the following documents, as applicable:

- (A) Both parties will, upon execution of this Agreement and thereafter upon demand, deliver to the other party a certificate (or, if available, its current authorized signature book) specifying the names, title and specimen signatures of the persons authorized to execute this Agreement, each Confirmation with respect to any Transaction hereunder, and any Credit Support Document (as applicable) on its behalf, as the case may be.
- (B) The Counterparty will, upon execution of this Agreement, deliver to Morgan (i) a certified resolution of its Board of Directors authorizing the entering into, execution and delivery of this Agreement and each Transaction hereunder, and (ii) a legal opinion of external counsel to the Counterparty, in such form as is acceptable to Morgan.
- (C) The Counterparty will, upon execution of this Agreement, deliver to the other party a duly executed original of the Credit Support Document specified in Part 4 of this Schedule.

- (D) Morgan will, upon execution of this Agreement, deliver to the Counterparty and the Trustee a legal opinion in such form as is acceptable to the Counterparty.

Each of the foregoing documents, other than the legal opinions required pursuant to subsections (B)(ii) and (D) above, are covered by the representation contained in Section 3(d) of this Agreement.

Part 4

Miscellaneous

- (1) Governing Law. This Agreement will be governed by and construed in accordance with English law.

- (2) Notices.

- (a) In connection with Section 12(a), all notices to Morgan shall, with respect to any particular Transaction, be sent to the address, telex number or facsimile number specified in the relevant Confirmation, and any notice for purposes of Sections 5 or 6 shall be sent to the address, telex number or facsimile number specified below:

JPMorgan Chase Bank
Attention: Head of Legal Department-Capital Markets Group
125 London Wall
London EC2Y 5AJ
Facsimile No.: (207) 777-4758

- (b) In connection with Section 12(a), all notices to the Counterparty shall, with respect to any particular Transaction, be sent to the address, telex number or facsimile number specified in the relevant Confirmation and any notice for purposes of Sections 5 or 6 shall be sent to the address, telex number or facsimile number specified below:

First Flexible No. 5 plc
Sir William Atkins House
Ashley Avenue
Epsom
Surrey
KT18 5AS
Attention: Company Secretary
Facsimile No.: 01372 737777

- (c) In connection with Sections 5, 6 and 12(a), all notices to the Trustee shall be sent to the address, telex number or facsimile number specified below:

JPMorgan Chase Bank (as Trustee)
Trinity Tower
9 Thomas More Street
London
E1W 9YT

- (3) Netting of Payments. Section 2(c)(ii) of this Agreement will not apply with respect to all Transactions under this Agreement, with the result that a net payment amount will be determined in respect of all amounts payable on the same date in the same currency in respect of two or more transactions.
- (4) Offices; Multibranch Party. Section 10(a) of this Agreement will apply, and for the purpose of Section 10(c):
- (a) Morgan is not a Multibranch Party and may act through its London Office only.
 - (b) The Counterparty is not a Multibranch Party.
- (5) Credit Support Documents.
- The Deed of Charge and Assignment dated on or about June 11, 2002 and made between, inter alia, the Counterparty and the Trustee.
- (6) Credit Support Provider.
- Not applicable.
- (7) Process Agents. Not applicable.

Part 5
Other Provisions

- (1) ISDA Definitions. Reference is hereby made to the 2000 ISDA Definitions (the "2000 Definitions") and the 1998 FX and Currency Option Definitions (the "FX Definitions") (collectively the "ISDA Definitions") each as published by the International Swaps and Derivatives Association, Inc., which are hereby incorporated by reference herein. Any terms used and not otherwise defined herein which are contained in the ISDA Definitions shall have the meaning set forth therein.
- (2) Scope of Agreement. Notwithstanding anything contained in this Agreement to the contrary, any transaction which may otherwise constitute a "Specified Transaction" for purposes of this Agreement which has been or will be entered into between the parties shall constitute a "Transaction" which is subject to, governed by, and construed in accordance with the terms of this Agreement, unless any Confirmation with respect to a Transaction entered into after the execution of this Agreement expressly provides otherwise.

- (3) **Inconsistency.** In the event of any inconsistency between any of the following documents, the relevant document first listed below shall govern: (i) a Confirmation; (ii) the Schedule and "Paragraph 11 - Elections & Variables" to the ISDA Credit Support Annex (as applicable); (iii) the ISDA Definitions; and (iv) the printed form of ISDA Master Agreement and ISDA Credit Support Annex (as applicable). In the event of any inconsistency between provisions contained in the 2000 Definitions and the FX Definitions, the FX Definitions shall prevail.
- (4) **Calculation Agent.** The Calculation Agent will be Morgan.
- (5) **Relationship Between Parties.** Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):
- (a) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.
 - (b) **Evaluation and Understanding.** It is capable of assessing the merits of and evaluating and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the financial and other risks of that Transaction.
 - (c) **Status of Parties.** The other party is not acting as a fiduciary for or an advisor to it in respect of that Transaction.
- (6) **Waiver of Jury Trial.** Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement or any Credit Support Document. Each party (i) certifies that no representative, agent or attorney of the other party has represented, expressly or otherwise, that such other party would not, in the event of such a suit, action or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have been induced to enter into this Agreement and provide for any Credit Support Document, as applicable, by, among other things, the mutual waivers and certifications in this Section.

- (7) ISDA Euro Protocol. The parties agree that the definitions and provisions contained in Annexes 1 through 4 and Section 6 of the ISDA Euro Protocol published on 24th September 2001 (the "ISDA Protocol"), are incorporated into and apply to this Agreement and form a part hereof. References in those definitions and provisions to any "ISDA Master Agreement" will be deemed to be references to this Agreement.

If the United Kingdom participates in European Economic and Monetary Union in a manner with similar effect to the third stage of European Economic and Monetary Union, it is understood that the Class A, Class M, and Class B Notes may be redenominated into euro by the Issuer with the prior written consent of the Trustee, that payments made with respect to the Interest Rate Swaps, LIBOR Swaps, Base Rate Swaps and the Interest Rate Caps (as defined in the Master Definitions Schedule) may be made in euro. It is the intention of the parties that, provided the changes are within the parameters as would fall within generally accepted practice in the derivatives market, the parties' obligations would change to a corresponding new basis, failing which the Calculation Agent will, in its sole discretion, determine the consequences to this Agreement (and the Transactions hereunder) which follow from such redenomination into euro of the Interest Rate Swaps, LIBOR Swaps, Base Rate Swaps and the Interest Rate Caps.

- (8) Additional Termination Event. The following shall constitute Additional Termination Events with respect to the Counterparty and on the occurrence of any such event the Counterparty shall be the sole Affected Party and all Transactions shall be Affected Transactions:

- (i) if the Trustee shall declare the Class A Notes due and payable or the Class B Notes due and payable or the Class M Notes due and payable pursuant to Condition 9 of the Class A Notes or Condition 9 of the Class B Notes or Condition 9 of the Class M Notes, as the case may be and/or
- (ii) if the Class A Notes, the Class B Notes and the Class M Notes are redeemed in full pursuant to Condition 5 of the Class A Notes, Condition 5 of the Class B Notes and Condition 5 of the Class M Notes.

- (9) Non-Petition/Limited Recourse

The parties hereto acknowledge that the Counterparty will grant security over its assets, including an assignment by way of first fixed security over, inter alia, this Agreement in favour of certain of its creditors on the terms contained in the Credit Support Document and therefore the provisions of this Agreement and any Transaction hereunder will be subject to the provisions of the Credit Support Document.

Limited Recourse

No sum shall become payable by the Counterparty pursuant to this Agreement:

- (i) except in accordance with the Credit Support Document;

- (ii) until all sums required to be paid or provided for in priority to such sum according to the Priority of Payments set out in the Credit Support Document shall have been paid or discharged in full in accordance with such Priority of Payments; and
- (iii) unless, following the payments and provisions referred to in (ii) above, the Counterparty has sufficient assets available to it in accordance with such Priority of Payments to make such payment in full.

Any sum that shall have become payable by the Counterparty in accordance with this clause shall cease to be payable and the right to such payment shall be extinguished in the event that the outstanding Notes are redeemed in full in accordance with the Conditions of such Notes and the Issuer does not following such redemption have sufficient assets that are available in accordance with the Priority of Payments and the provisions of the Credit Support Document to make such payment.

Any sum which the Counterparty does not pay pursuant to the operation of this clause shall not constitute a claim against, or any obligation of, the Counterparty unless and until it becomes payable pursuant to this clause.

Enforcement

Morgan further agrees that only the Trustee may enforce the Security created in favour of the Trustee by the Credit Support Document in accordance with the provisions thereof and Morgan shall not take any steps whatsoever for the purpose of recovering any debts owing to it by the Counterparty or enforcing any rights arising out of this Agreement against the Counterparty, whether directly or indirectly, by set-off or otherwise.

Non-Petition

Morgan hereby agrees with the Counterparty and the Trustee that it shall not, until two years following the payment of all sums outstanding and owing by the Counterparty under the Notes, take any corporate action or others steps or legal proceedings for the winding-up, dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee, liquidator, sequestrator or similar officer of the Counterparty or any or all of the Counterparty's revenues and assets. Notwithstanding any other term in this Agreement, this clause shall survive the termination of this Agreement for any reason whatsoever.

Improper Payment

Morgan hereby covenants with the Counterparty and the Trustee that if, whether in the liquidation of the Counterparty or otherwise, any payment or other distribution is received by it in respect of the obligations of the Counterparty pursuant to this Agreement other than in accordance with the Priority of Payments or the Credit

Support Document, the amount so paid shall be received and held by Morgan upon trust for the Trustee and shall be paid over to the Trustee forthwith upon receipt.

(10) Termination by Morgan – Events of Default

- (i) Notwithstanding the provisions of Section 5(a) of this Agreement, the only events which shall constitute Events of Default when they occur in relation to the Counterparty shall be those events specified in Sections 5(a) (i) (Failure to Pay or Deliver), Section 5(a) (vii) (Bankruptcy) and Section 5(a) (viii) (Merger without Assumption). Accordingly, the “Breach of Agreement” provisions of Section 5(a) (ii), the “Credit Support Default” provisions of Section 5(a) (iii), the “Misrepresentation” provisions of Section 5(a) (iv), the “Default under Specified Transaction” provisions of Section 5 (a) (v), the “Cross Default” provisions of Section 5(a) (vi) and Section 2 of Section 5(a) (vii) (Bankruptcy) shall in no circumstances be regarded as having given rise to an Event of Default in respect of the Counterparty. The “Merger without Assumption” provisions of Section 5(a) (viii) will not apply to the Counterparty in respect of a transfer to the Trustee or in respect of a transfer to any entity which has succeeded the Trustee in that capacity.

(11) Termination by the Counterparty – Events of Default and Termination Event.

The provisions of Section 5 of this Agreement shall apply with respect to Morgan without amendment save that (i) Section 5 (a) (vi) (Cross Default), and Section 5(b) (iv) “Credit Event Upon Merger” will in no circumstances give rise to an Event of Default or Termination Event as the case may be with respect to Morgan and (ii) Section 2 of Section 5(a) (vii) (Bankruptcy) shall not apply to Morgan.

(12) Transfers

Section 7 of this Agreement shall be deleted in its entirety and replaced by the following:

- (i) Subject as otherwise provided in the Agreement, Morgan may transfer all its interest and obligations in and under this Agreement to any other entity whose short term, unsecured, unguaranteed and unsubordinated indebtedness is then rated not less than A – 1 + by Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc (“S&P”) and P-1 by Moody’s Investors Service Limited (“Moody’s”) or to an entity whose obligations under this Agreement are guaranteed by an entity whose short term, unsecured and unsubordinated indebtedness is then rated not less than A-1 + by S&P and P-1 by Moody’s, subject in either case to (i) prior written consent of the Trustee and (ii) Morgan receiving written confirmation from both S&P and Moody’s, that such transfer would not result in the Notes being downgraded or placed under review for possible downgrade.

- (ii) Neither this Agreement nor any interest or obligation in or under this Agreement may be transferred by the Counterparty to any other entity other than the Trustee.
- (13) Capitalised terms used in this Agreement shall, except where the context otherwise requires and save where otherwise defined in the Agreement or the Confirmation, bear the respective meaning given to them in the Master Definitions Schedule signed on behalf of inter alios, the parties hereto on or about June 11, 2002.
- (14) Tax. Notwithstanding the definition of "Indemnifiable Tax" in Section 14, in respect of payments made by either party no Tax shall be an Indemnifiable Tax and accordingly neither Morgan nor the Counterparty shall be obliged to gross-up payments pursuant to the provisions of Section 2(d)(i)(4) of the Agreement.
- (15) Rating Event. In the event that the short-term, unsecured and unsubordinated debt obligations of Morgan (or any applicable assignee or its guarantor) shall cease to be rated A - 1 + by S&P or P-1 by Moody's, then Morgan shall immediately notify the rating agencies, the Trustee and the Counterparty and within 30 days of such downgrade (unless during this period, it, the Trustee and the Counterparty receives written confirmation by both S&P and Moody's that such downgrade would not result in the Notes either being downgraded or placed under review for possible downgrade) at its cost either:-
- (i) Put in place an appropriate mark-to-market collateral agreement which may be based either on the credit support documentation published by the International Swaps and Derivatives Association, Inc. ("ISDA") or on any other agreement reached between the parties, and relates to collateral in the form of cash or securities or both or, in support of its obligations under the Agreement, provided that the Counterparty and the Trustee receive prior written confirmation from S&P and Moody's that the rating assigned to the Notes then outstanding by S&P and Moody's is not adversely affected by the downgrade following such collateral arrangements being put in place;
 - (ii) Transfer all of its rights and obligations with respect to this Agreement to a replacement third party whose short-term, unsecured, unguaranteed and unsubordinated debt obligations are rated at least A-1+ by S&P and P-1 by Moody's, subject to the Trustee and the Counterparty receiving written confirmation from both S&P and Moody's that such action would not result in the Notes being downgraded or placed under review for possible downgrade; or
 - (iii) Procure that its obligations with respect to the Agreement are guaranteed by a third party whose short-term, unsecured, unguaranteed and unsubordinated debt obligations are rated at least A-1+ by S&P and P-1 by Moody's, subject to the Trustee and the Counterparty receiving written confirmation from both S&P and Moody's that such action would not result in the Notes being downgraded or placed under review for possible downgrade.

If Morgan shall fail to take the measures described above, then an Additional Termination Event shall be deemed to have occurred on the thirtieth day following such downgrade with Morgan as the sole Affected Party and all Transactions as Affected Transactions.

- (16) Third Party Rights No person shall have any right to enforce any term or condition of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- (17) The "Tax Event Upon Merger" provisions of Section 5(b)(iii) will not apply to Morgan or the Counterparty.

Please confirm your agreement to the terms of the foregoing Schedule by signing below.

JPMORGAN CHASE BANK

By: A. K. Roy
Name: ANDY ROY
Title: VICE PRESIDENT

FIRST FLEXIBLE NO.5 PLC

By: A.W. Vaughan
Name: A.W. VAUGHAN
Title: TREASURY & CAPITAL MARKETS DIRECTOR.

JPMORGAN CHASE BANK

By: [Signature]
Name: Kemi Bola
Title: Vice President