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**EXECUTION VERSION**

# **DEED OF CHARGE**

**15 JUNE 2021**

**Between**

**ONESAVINGS BANK PLC**  
**as Master Servicer, Back-up Servicer Facilitator and Co-Arranger**

**and**

**ROCHESTER MORTGAGES LIMITED**  
**as Seller and Legal Title Holder**

**and**

**TARGET SERVICING LIMITED**  
**as Servicer**

**and**

**ROCHESTER FINANCING NO.3 PLC**  
**as Issuer**

**and**

**U.S. BANK TRUSTEES LIMITED**  
**as Security Trustee and Note Trustee**

**and**

**ELAVON FINANCIAL SERVICES DAC**  
**as Account Bank, Principal Paying Agent, Agent Bank and Registrar**

**and**

**U.S. BANK GLOBAL CORPORATE TRUST LIMITED**  
**as Cash Manager**

**and**

**INTERTRUST MANAGEMENT LIMITED**  
**as Corporate Services Provider**

**and**

**MERRILL LYNCH INTERNATIONAL**  
**as Sole Lead Manager and Co-Arranger**

## **ALLEN & OVERY**

**Allen & Overy LLP**

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**THIS DEED OF CHARGE** is made on 15 June 2021

**BETWEEN:**

- (1) **ONESAVINGS BANK PLC** (registered number 07312896), a public limited company incorporated under the laws of England and Wales, whose registered office is at Reliance House, Sun Pier, Chatham, Kent ME4 4ET (the **Master Servicer** and **Back-up Servicer Facilitator** and a **Co-Arranger**);
- (2) **ROCHESTER MORTGAGES LIMITED** (registered number 09928431), a private limited company incorporated under the laws of England and Wales, whose registered office is at Reliance House, Sun Pier, Chatham, Kent ME4 4ET (the **Seller** and the **Legal Title Holder**);
- (3) **U.S. BANK GLOBAL CORPORATE TRUST LIMITED**, a company incorporated in England and Wales acting through its office located at Fifth Floor, 125 Old Broad Street, London EC2N 1AR, United Kingdom and with registration number 05521133, in its capacity as cash manager to the Issuer (the **Cash Manager**);
- (4) **ELAVON FINANCIAL SERVICES DAC** a Designated Activity Company registered in Ireland with the Companies Registration Office (registered number 418442), with its registered office at Building 8, Cherrywood Business Park, Loughlinstown, Dublin 18, Ireland, acting through its UK Branch (registered number BR009373), from its offices at 5<sup>th</sup> Floor, 125 Old Broad Street, London EC2N 1AR (the **Account Bank**, **Principal Paying Agent**, **Agent Bank** and **Registrar**);
- (5) **TARGET SERVICING LIMITED** (registered number 05618062), a private limited company incorporated under the laws of England and Wales with limited liability, whose registered office is at Target House, Cowbridge Road East, Cardiff CF11 9AU (in its capacity as the **Servicer**);
- (6) **ROCHESTER FINANCING NO.3 PLC** (registered number 13365012), a public limited company incorporated under the laws of England and Wales, whose registered office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (the **Issuer**);
- (7) **U.S. BANK TRUSTEES LIMITED** (registered number 2379632), a company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (the **Security Trustee** and **Note Trustee**) which expressions include such company and all other persons or companies for the time being trustee or trustees of these presents in the case of the Security Trustee and as trustee or trustees of the trusts set out in the Trust Deed in relation to the Note Trustee);
- (8) **MERRILL LYNCH INTERNATIONAL** (registered number 02312079), a company incorporated under the laws of England and Wales whose registered office is at 2 King Edward Street, London, EC1A 1HQ (the **Sole Lead Manager** and a **Co-Arranger**);
- (9) **INTERTRUST MANAGEMENT LIMITED** (registered number 03853947) whose registered office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (the **Corporate Services Provider**).

**WHEREAS:**

- (A) This Deed of Charge secures, inter alia, the Secured Obligations.
- (B) The Issuer will on or about the date of this Deed of Charge issue the Notes and the Certificates pursuant to the Trust Deed.

- (C) By the Mortgage Sale Agreement, the Seller has agreed to sell its interest in a portfolio of residential mortgage loans comprising the Loans and their Related Security to the Issuer.
- (D) By the Master Servicing Agreement, the Master Servicer has agreed to act as master servicer and to provide certain services in respect of the Portfolio on behalf of the Issuer.
- (E) By the Servicing Agreement, the Servicer has agreed to act as servicer and to service the Portfolio on behalf of the Issuer.
- (F) By the Master Servicing Agreement, the Back-up Servicer Facilitator has agreed to use reasonable efforts to identify, on behalf of the Issuer, a suitable successor servicer in the event that the appointment of the Servicer is terminated in accordance with the terms of the Servicing Agreement.
- (G) By the Cash Management Agreement, the Cash Manager has agreed to act as cash manager and to provide certain administration and cash management services to the Issuer.
- (H) By the Bank Account Agreement, the Account Bank has agreed to provide certain bank account services to the Issuer in respect of the Bank Accounts.
- (I) By the Agency Agreement, the Agents have agreed to provide certain agency services on behalf of the Issuer for the benefit of the Noteholders and the Certificateholders.
- (J) By the Corporate Services Agreement, the Corporate Services Provider has agreed to act as corporate services provider to the Issuer and Holdings.
- (K) The Issuer has agreed to provide the Security Trustee with the benefit of the Security described in this Deed to secure the Secured Obligations. The Security Trustee shall hold the benefit of such Security on trust for itself and the other Secured Creditors on the terms set out in this Deed.

**IT IS HEREBY AGREED** as follows:

## **1. INTERPRETATION**

### **1.1 Definitions**

Words and expressions used in this Deed have the meanings and constructions ascribed to them in Schedule 6 (Definitions) hereto.

### **1.2 Construction**

In this Deed, except where the context otherwise requires:

- (a) The terms of the Trust Deed, the Master Definitions and Construction Schedule and of any other agreement in existence at the date hereof between the parties hereto in relation to any such documents are incorporated in this Deed to the extent required to ensure that any proposed disposition of the Charged Assets contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989 (the **LP (MP) Act**).
- (b) A reference in this Deed to any property, assets, undertakings or rights includes, unless the context otherwise requires, present and future property, assets, undertakings or rights.
- (c) This Deed means this Deed of Charge and all the Schedules hereto (as from time to time modified and/or supplemented in accordance with the provisions set out herein) and/or expressed to be supplemented hereto and each other document or deed (including, for the

avoidance of doubt, each Scottish Supplemental Charge and each Scottish Sub-Security) entered into pursuant hereto (as from time to time modified and/or supplemented as aforesaid) and/or expressed to be supplemental hereto.

- (d) The term **full title guarantee** will be construed in accordance with the LP (MP) Act.
- (e) All references in the Transaction Documents involving compliance by the Security Trustee with a test of reasonableness shall be deemed to include a reference to a requirement that such reasonableness shall be determined by reference to the interests of the Noteholders, or if there are no Notes outstanding, the interests of the Certificateholders, or if there are no Notes or Certificates outstanding, the interests of all of the other Secured Creditors.

## **2. ISSUER'S COVENANT TO PAY**

The Issuer covenants with and undertakes to the Security Trustee for itself and on trust for the other Secured Creditors that it will, subject to the provisions of the Transaction Documents:

- (a) duly, unconditionally and punctually pay and discharge all monies and liabilities whatsoever which now are or at any time hereafter may (whether before or after demand) become due and payable to the Security Trustee (whether for its own account or as trustee for the Secured Creditors) or any of the other Secured Creditors by the Issuer, whether actually or contingently, solely or jointly with one or more persons and whether as principal or surety under or pursuant to this Deed or any other Transaction Document; and
- (b) observe, perform and satisfy all its other obligations and liabilities under this Deed and each other Transaction Document.

## **3. SECURITY AND DECLARATION OF TRUST**

### **3.1 Contractual Rights**

The Issuer, by way of first fixed security for the payment or discharge of the Secured Obligations, subject to Clause 4 (Release of Charged Assets), hereby assigns by way of security (and, to the extent not assigned, charges) to the Security Trustee all of its rights, title, interest and benefit, present and future, in, to and under the Transaction Documents (other than the Trust Deed, this Deed, each Scottish Supplemental Charge and each Scottish Declaration of Trust) to which it is a party including, without limitation, all rights to receive payment of any amounts which may become payable to the Issuer thereunder and all payments received by the Issuer thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof, TO HOLD the same unto the Security Trustee absolutely.

### **3.2 Loans, Mortgages and other Related Security**

The Issuer, by way of first fixed security for the payment or discharge of the Secured Obligations, as the registered owner or as the person entitled to be registered as owner and subject to Clause 4 (Release of Charged Assets), hereby assigns by way of security (and, to the extent not assigned, charges) to the Security Trustee all of its rights, title, interest and benefit, present and future, in, to and under the Loans (other than any Scottish Loans), the Mortgages (other than any Scottish Mortgages) and their other Related Security and all other related rights under the same including, for the avoidance of doubt, and without limitation, all monies assured by or which may become payable under the same and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same and the Title Deeds and documents relating to the Properties (other than those

situated in Scotland) and the Mortgages (other than any Scottish Mortgages) in the Portfolio, including (without prejudice to the generality of the foregoing) any consents, postponements, reports, valuations, opinions, certificates and other statements of fact or opinion or both given in connection with the Mortgages (other than any Scottish Mortgages) in the Portfolio (and all causes and rights of action of the Issuer against any person in connection with the same) and any other contractual documents or any security documents in either case setting out the terms of such Loans in the Portfolio or their Related Security, TO HOLD the same unto the Security Trustee absolutely.

### **3.3 Insurance Policies**

The Issuer, by way of first fixed security for the payment and discharge of the Secured Obligations, (or as beneficial owner) and subject to Clause 4 (Release of Charged Assets), hereby assigns by way of security (and, to the extent not assigned, charges) to the Security Trustee all of its rights, title, interest and benefit, present and future, in, to and under the Insurance Policies to the extent that such rights, title, interest and benefit in, to and under the Insurance Policies have been assigned to the Issuer pursuant to the Mortgage Sale Agreement, and including, without limitation, all amounts which may become payable thereunder and the benefit of all covenants, undertakings and rights relating thereto and all powers and remedies for enforcing the same, TO HOLD the same unto the Security Trustee absolutely.

### **3.4 Scottish Sub-Securities**

The Issuer, subject to Clause 4 (Release of Charged Assets), hereby undertakes to the Security Trustee and binds and obliges itself:

- (a) upon the delivery to it of any SLR Transfer from the Seller pursuant to Clause 6 (Completion of transfer of legal title to the Mortgages) of the Mortgage Sale Agreement forthwith to execute and deliver to the Security Trustee in security for the payment and discharge of the Secured Obligations a Scottish Sub-Security substantially in the form set out in Schedule 3 to this Deed in respect of the Issuer's whole right, title and interest in and to all of the Scottish Mortgages (and the Scottish Mortgage Loans secured thereby) to which the Issuer is entitled in terms of such SLR Transfer;
- (b) upon the delivery to it of any Sasine Transfer from the Seller pursuant to Clause 6 (Completion of transfer of legal title to the Mortgages) of the Mortgage Sale Agreement forthwith to execute and deliver to the Security Trustee in security for the payment and discharge of the Secured Obligations a Scottish Sub-Security substantially in the form set out in Schedule 4 of this Deed in respect of the Issuer's whole right, title and interest in and to all of the Scottish Mortgages (and the Scottish Mortgage Loans secured thereby) to which the Issuer is entitled in terms of such Sasine Transfer;
- (c) at the time of delivery of any Scottish Sub-Security in accordance with the preceding provisions of this Clause 3.4 simultaneously to deliver to the Security Trustee the relevant SLR Transfer and the relevant Sasine Transfer respectively pertaining to the Scottish Mortgages specified in that Scottish Sub-Security;
- (d) if and when called upon to do so by the Security Trustee (but subject to the provisions of the Mortgage Sale Agreement), to use all reasonable endeavours and to take all such steps as are necessary to perfect legal title to the Scottish Mortgage Loans, the Scottish Mortgages and their Related Security, including without limitation the registration or recording of the Issuer as heritable creditor under such Scottish Mortgages at the Land Register of Scotland or the General Register of Sasines and intimation thereof to the relevant Borrowers; and

- (e) if and when called upon to do so by the Security Trustee, to use all reasonable endeavours to execute and deliver such documents, and in such form, and to take such other steps as the Security Trustee shall reasonably consider necessary to enable the Security Trustee to perfect a first ranking heritable security over the Scottish Mortgages and a first ranking fixed security over the rights, title and interest of the Issuer in and to the other Related Security and all sums secured thereby.

### **3.5 Scottish Trust Security**

- (a) The Issuer undertakes forthwith upon the execution and delivery of each Scottish Declaration of Trust entered into pursuant to Clause 4 (Completion) or Clause 17 (Further Assurance) of the Mortgage Sale Agreement, to execute and deliver to the Security Trustee a Scottish Supplemental Charge substantially in the form set out in Schedule 5 to this Deed. The other parties to this Deed consent to the entering into of such Scottish Supplemental Charges and the Security Trustee authorises and instructs the Issuer to intimate and give notice to the Seller of the assignation in security made thereunder as provided therein.
- (b) The Seller undertakes to execute each Scottish Supplemental Charge as trustee under the Scottish Declaration of Trust referred to therein.
- (c) The Issuer undertakes to the Security Trustee at the time of delivery of each Scottish Supplemental Charge under the terms of Clause 3.5(a) simultaneously to deliver to the Security Trustee the Scottish Declaration of Trust referred to therein.

### **3.6 Issuer Accounts**

The Issuer, by way of first fixed security for the payment or discharge of the Secured Obligations, subject to Clause 4 (Release of Charged Assets), hereby charges by way of first fixed charge in favour of the Security Trustee all of its rights, title, interest and benefit, present and future, in and to all monies now or at any time hereafter standing to the credit of the Issuer Accounts and each other account (if any) in which the Issuer may at any time have or acquire any right, title benefit or interest, together with all interest accruing from time to time thereon and the debt represented thereby, TO HOLD the same unto the Security Trustee absolutely.

### **3.7 Authorised Investments**

The Issuer, by way of first fixed security for the payment or discharge of the Secured Obligations, subject to Clause 4 (Release of Charged Assets), hereby charges by way of first fixed charge in favour of the Security Trustee all of its rights, title, interest and benefit, present and future, to and under or in respect of any Authorised Investments to be made from time to time by or on behalf of the Issuer using monies standing to the credit of the Issuer Accounts and all monies, income and proceeds payable thereunder or accrued thereon and the benefit of all covenants relating thereto and all rights and remedies for enforcing the same, TO HOLD the same unto the Security Trustee absolutely.

### **3.8 Collection Account Declaration of Trust**

The Issuer, by way of first fixed security for the payment or discharge of the Secured Obligations, subject to Clause 4 (Release of Charged Assets), hereby assigns by way of security (and, to the extent not assigned, charges by way of first fixed charge) (but subject to the right of reassignment) to the Security Trustee all of its rights, title, interest and benefit, present and future, under or in respect of the Collection Account Declaration of Trust.



### 3.9 Floating Charge

The Issuer, by way of first floating security for the payment or discharge of the Secured Obligations, subject to Clause 4 (Release of Charged Assets), hereby charges to the Security Trustee by way of first floating charge the whole of its undertaking and all its property and assets, rights and revenues, whatsoever and wheresoever, both present and future, including without limitation its uncalled capital, other than any property or assets from time to time or for the time being subject of fixed charges pursuant to Clauses 3.1 (Contractual Rights) to 3.7 (Authorised Investments) (inclusive) or otherwise effectively assigned by way of security or charged by way of fixed security but extending over all of its property, assets, rights and revenues as are situated in Scotland or governed by Scots law (whether or not the subject of fixed charges as aforesaid). The floating charge created hereby is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 of the Insolvency Act 1986 and paragraph 15 of Schedule B1 of the Insolvency (Northern Ireland) Order 1989 and accordingly paragraph 14 of Schedule B1 of the Insolvency Act 1986 and paragraph 15 of Schedule B1 of the Insolvency (Northern Ireland) Order 1989 apply to the floating charge created hereby.

### 3.10 Full Title Guarantee

Each of the dispositions or assignments or assignations of or charges over property effected in or pursuant to Clauses 3.1 (Contractual Rights) to Clause 3.9 (Floating Charge) (inclusive) is made with full title guarantee or, in relation to Northern Irish Loans and their Related Security, as beneficial owner or, in relation to Scottish Mortgage Loans and their Related Security, with absolute warrandice.

### 3.11 Further Acquired Rights

For the avoidance of doubt and subject to Clauses 3.4 (Scottish Sub-Securities) and 3.5 (Scottish Trust Security), it is hereby confirmed that reference herein to Mortgage Loans (including English Loans, Northern Irish Loans and Scottish Loans), their Related Security and Insurance Policies and related rights under the same include those which are hereafter sold or transferred to or otherwise acquired by the Issuer and that the Security created by or pursuant to Clause 3.1 (Contractual Rights) to Clause 3.7 (Authorised Investments) (inclusive) are, and are intended to be, specific and fixed assignments and assignations by way of security of, or specific and fixed charges or standard securities over (as the case may be), the items to which they relate, both present and future acquired.

### 3.12 Notice and Acknowledgement

- (a) The execution of this Deed by each Secured Creditor (other than the Noteholders and the Certificateholders) constitutes irrevocable notice in writing to each Secured Creditor (other than the Noteholders and the Certificateholders) of the assignment and assignation of all of the Issuer's rights, title, interest and benefit, present and future in, to and under the Transaction Documents charged under Clause 3.1 (Contractual Rights) (the **Charged Transaction Documents**) and the execution of this Deed by each of the Secured Creditors shall constitute an express acknowledgement by each of them of such conveyances, transfers, charges, assignations and assignments and other Security Interests made or granted by or pursuant to the foregoing provisions of this Clause 3 (Security and Declaration of Trust) and Clause 2 (Issuer's Covenant to Pay). The Issuer authorises and instructs each of the Secured Creditors (other than the Noteholders and the Certificateholders), in relation to the Issuer's rights (but not its obligations) under the relevant Charged Transaction Document(s), to deal with the Security Trustee without reference to the Issuer.
- (b) Each Secured Creditor (other than the Noteholders and the Certificateholders) acknowledges and consents to the assignment and assignation referred to in paragraph (a) above and confirms that:

- (i) it will deal only with the Security Trustee in relation to the Issuer's rights (but not its obligations) under the Charged Transaction Document(s) without any reference to the Issuer; and
  - (ii) as of the date of this Deed it has not received from any other person notice of any assignment, assignation or charge of any Charged Transaction Document.
- (c) Each Secured Creditor (other than the Security Trustee, each Noteholder and each Certificateholder) acknowledges the Security and covenants to the Security Trustee not to do anything inconsistent with the Security or knowingly to prejudice that Security or any of the Charged Assets (or the Security Trustee's interest in such property) **provided that**, subject to Clause 20 (Exercise of Certain Rights), this Deed does not limit the rights or obligations of any of the Secured Creditors exercisable or to be performed in accordance with and subject to the terms of any of the Transaction Documents.

### **3.13 Charged Transaction Documents**

Subject to Clause 23.2 (Delegation), without prejudice to the rights of the Security Trustee after the Security created under or pursuant to this Deed has become enforceable, the Issuer hereby authorises the Security Trustee, prior to the security created by or pursuant to this Deed becoming enforceable, to exercise, or refrain from exercising, all rights, powers, authorities, discretions and remedies of the Issuer under or in respect of the Transaction Documents referred to in Clause 3.1 (Contractual Rights) in such manner as the Security Trustee in its absolute discretion shall think fit. For the avoidance of doubt, the Security Trustee shall not be required to have regard to the interests of the Issuer in the exercise or non-exercise of any such rights, powers, authorities, discretions and remedies or to comply with any direction given by the Issuer in relation thereto.

### **3.14 Notice of Transaction Documents**

Each Secured Creditor shall be deemed to have notice of all of the provisions of the Transaction Documents.

### **3.15 Payments to the Issuer**

Notwithstanding the Security but subject as provided otherwise in this Deed, each of the parties acknowledges that each Secured Creditor and each other party to any Charged Transaction Document may continue to make all payments becoming due to the Issuer under any Transaction Document in the manner envisaged by that document until receipt of written notice from the Security Trustee or any Receiver requiring payments to be made otherwise.

### **3.16 Declaration of Trust**

The Security Trustee hereby declares itself trustee of all the Security Interests made or given to it or to be made or given to it under or pursuant to this Deed and the other Transaction Documents to which it is a party for itself and the other Secured Creditors in respect of the Secured Obligations owed to each of them respectively upon and subject to the terms and conditions of this Deed. Each Secured Creditor (other than the Noteholders and the Certificateholders) acknowledges and agrees to that trust.

### **3.17 General**

- (a) All the security:
  - (i) is created in favour of the Security Trustee for itself and as trustee on behalf of the other Secured Creditors;

- (ii) is created over the present and future assets of the Issuer;
  - (iii) is security for the payment or discharge of the Secured Obligations; and
  - (iv) is made with full title guarantee or, where applicable, as beneficial owner or with absolute warrantice.
- (b) The term "all of its rights" as used in this Clause 3 (Security and Declaration of Trust) includes, unless the context requires otherwise:
- (i) the benefit of all covenants, undertakings, representations, warranties and indemnities;
  - (ii) all powers and remedies of enforcement and/or protection;
  - (iii) all rights to receive payment of all amounts assured or payable (or to become payable) and all rights to serve notices and/or to make demands and all rights to take such steps as are required to cause payment to become due and payable; and
  - (iv) all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect thereof,
- in each case, in respect of the relevant Charged Assets.

#### **4. RELEASE OF CHARGED ASSETS**

##### **4.1 Prior to Payment or Discharge of Secured Obligations**

Notwithstanding anything to the contrary contained herein, the Issuer may make cash payments out of the Issuer Accounts as and to the extent permitted or required by the Transaction Documents.

##### **4.2 On Payment or Discharge of Secured Obligations**

On proof being given to the satisfaction of the Security Trustee as to the full, final, irrevocable and unconditional payment or discharge (or any combination of the foregoing) of all the Secured Obligations, the Security Trustee, at the cost of the Issuer, shall without recourse, representation or warranty release, reassign, retrocess or discharge from the Security the Charged Assets to, or to the order of, the Issuer.

##### **4.3 On Disposal of Authorised Investments**

Upon the Cash Manager, on behalf of the Issuer, making a disposal of an Authorised Investment charged pursuant to Clause 3.7 (Authorised Investments), the Security Trustee shall, at the sole cost and expense (on an indemnity basis) of the Issuer, but without being responsible for any loss, costs, claims or liabilities whatsoever occasioned and howsoever arising by so acting upon such request, release, reassign or discharge from the Encumbrances constituted by this Deed the relevant Authorised Investments, without recourse, representation or warranty, provided that the proceeds of such disposal are paid into an account charged pursuant to Clause 3.6 (Issuer Accounts) in accordance with Clause 6.4 (Investments in Authorised Investments) from which the monies to make such Authorised Investments were originally drawn, subject to and in accordance with the provisions of the Bank Account Agreements, the Cash Management Agreement and this Deed.

##### **4.4 On Withdrawals from Issuer Accounts**

From time to time, for the avoidance of doubt, there shall be deemed to be released and discharged from the Encumbrances constituted by this Deed all amounts which the Cash Manager, on behalf of

the Issuer, is permitted to withdraw from the Issuer Accounts pursuant to Clauses 6.2 (Pre-Acceleration Priority of Payments) and 6.3 (Payments under the Cash Management Agreement and the Bank Account Agreement) as and to the extent permitted or required by the Transaction Documents, any such release to take effect immediately upon the relevant withdrawal being made **provided that** where the relevant amount is transferred to another Issuer Account of the Issuer, it shall thereupon become subject to the Encumbrances constituted by this Deed in respect of such Issuer Account.

#### **4.5 Majority Holder Option and Retention Holder Option**

Immediately prior to the transfer of the Loans and their Related Security comprising the Portfolio in accordance with the Deed Poll (Majority Holder) or the Deed Poll (Retention Holder) (and any other agreement, deed, notice, instruction, instrument, request or thing required to be entered into by the Issuer), the Loans and their Related Security comprising the Portfolio shall be automatically released from the Security Interest created under or pursuant to this Deed of Charge and the Security Trustee shall be deemed to automatically reassign and retransfer to the Issuer without recourse, representation or warranty all right, interest and title in and to the Loans and their Related Security comprising the Portfolio at that time. The Security Trustee shall, if so requested in writing by the Issuer (at the sole cost and expense of the Majority Holder (pursuant to the exercise of the Majority Holder Option) or the transferee of the Loans (pursuant to the exercise of the Risk Retention Regulatory Change Option), release, reassign or discharge those Loans and their Related Security comprising the Portfolio from the Security Interests created hereunder or pursuant to this Deed in respect thereof.

### **5. CONTINUANCE OF SECURITY**

#### **5.1 Continuing Security**

The charges, assignments, assignations and other Security Interests contained in or granted pursuant to this Deed:

- (a) shall be without prejudice and in addition to and shall not merge with any other security whatsoever which may be held by the Secured Creditors or the Security Trustee on behalf of the Secured Creditors from the Issuer or any other person for or in respect of the whole or part of the Secured Obligations; and
- (b) shall remain in force as continuing security for the Secured Creditors notwithstanding any settlement of account or the existence at any time of a credit balance on any current or other account or any other act, event or matter whatsoever.

#### **5.2 Acknowledgement**

The Issuer hereby acknowledges the assignments, charges, assignations and other Security Interests made or granted by or pursuant to the foregoing provisions of this Deed and undertakes to the Security Trustee not to do anything inconsistent with the security given under or pursuant to this Deed or knowingly to prejudice the security granted to the Security Trustee under or pursuant to this Deed or the Charged Assets or the Security Trustee's interest therein and the Issuer covenants and undertakes not to permit the validity, effectiveness, or priority of the security given under or pursuant to this Deed to be postponed, amended, terminated or discharged.

#### **5.3 Accession of New Secured Creditors**

The parties hereto agree and acknowledge that an entity may become a secured creditor and accede to the terms of this Deed by execution of a Deed of Charge Accession Undertaking with the Issuer

and the Security Trustee, in the form scheduled to Schedule 2 (Form of Deed of Charge Accession Undertaking) to this Deed.

## **6. PAYMENTS OUT OF THE ISSUER ACCOUNTS, AUTHORISED INVESTMENTS AND APPLICATION OF CASH PRIOR TO ACCELERATION**

### **6.1 Following service of a Note Acceleration Notice**

No payment, transfer or withdrawal from the Issuer Accounts may be made under this Clause 6 (Payments Out of the Issuer Accounts, Authorised Investments and Application of Cash Prior to Acceleration) at any time after a Note Acceleration Notice has been served (which has not been withdrawn) other than with the prior written consent of the Security Trustee.

### **6.2 Pre-Acceleration Priority of Payments**

Notwithstanding the security rights created by or pursuant to Clause 3 (Security and Declaration of Trust), but prior to the service of a Note Acceleration Notice, the Cash Manager, on behalf of the Issuer, shall (subject to the Cash Management Agreement) withdraw, or shall instruct the relevant Account Bank, or cause the relevant Account Bank to be instructed, to withdraw (unless the intended recipient of the relevant payment agrees otherwise and subject to the terms of the Cash Management Agreement) monies from the relevant Issuer Accounts on each Interest Payment Date (subject to Clause 6.3 (Payments under the Cash Management Agreement and the Bank Account Agreement) and the Bank Account Agreement, below) to be applied in accordance with the Pre-Acceleration Priority of Payments, as set out in Schedule 2 of the Cash Management Agreement (but only to the extent that such withdrawal does not cause the applicable Issuer Account to become overdrawn).

### **6.3 Payments under the Cash Management Agreement and the Bank Account Agreement**

Notwithstanding the security rights created by or pursuant to Clause 3 (Security and Declaration of Trust), (a) but prior to the service of a Note Acceleration Notice by the Note Trustee, the Cash Manager, on behalf of the Issuer, shall withdraw, or shall instruct the Account Bank, or cause the Account Bank to be instructed, to withdraw (unless the intended recipient of the relevant payment agrees otherwise and subject to the terms of the Cash Management Agreement) monies from the relevant Issuer Accounts (but only to the extent that such withdrawal does not cause the applicable Issuer Account to become overdrawn) for application on any Business Day in investing in Authorised Investments and making any payments due to be made subject to and in accordance with the Cash Management Agreement and (b) the Account Bank may withdraw amounts standing to the credit of the Deposit Account in accordance with Clause 3.3 (Bank Charges) of the Bank Account Agreement.

### **6.4 Investments in Authorised Investments**

On the instructions of the Issuer, the Cash Manager may invest monies standing from time to time and at any time standing to the credit of the Issuer Accounts in Authorised Investments subject to the following provisions:

- (a) any costs properly incurred in making and changing investments will be reimbursed to the Cash Manager; and
- (b) all income or proceeds following the disposal or maturity of Authorised Investments shall be credited to the relevant Issuer Account from which the monies to invest in Authorised Investments were originally drawn.

## **6.5 Authorised Investments**

Notwithstanding the security rights created by or pursuant to Clause 3 (Security and Declaration of Trust) but prior to the service of a Note Acceleration Notice, Authorised Investments may, at the request of the Cash Manager acting on the instructions of the Issuer, on any Business Day, be sold or redeemed or disposed of or realised or otherwise deposited subject always to the other provisions hereof (including without limitation this Clause 6.5 (Authorised Investments) and Clause 4.3 (On Disposal of Authorised Investments)).

## **6.6 Management and Application of Funds**

The Issuer shall take or cause to be taken such action as may from time to time be necessary on its part to ensure that the Issuer Accounts shall from time to time be credited with all amounts received by the Issuer and falling within any of the following categories:

- (a) all Revenue Receipts and all Principal Receipts;
- (b) the proceeds arising from the disposal of any Authorised Investments and any and all income or other distributions received by the Issuer in respect thereof or arising from the proceeds of any Authorised Investments;
- (c) any payments received from the Seller in payment of any repurchase price for the Loans; and
- (d) such other payments received by the Issuer as are, or ought in accordance with this Deed to be, comprised in the Charged Assets.

## **6.7 Enforcement When Not All Amounts Due and Payable**

If the Security Trustee enforces the Security at a time when either no amounts or not all amounts owing in respect of the Secured Obligations have become due and payable, the Security Trustee (or a Receiver) may, for so long as no such amounts or not all such amounts have become due and payable, pay any monies received or recovered by the Security Trustee or the Receiver for the benefit of the Secured Creditors in respect of such Secured Obligations into, and retain such monies in, an interest bearing account to be held by it as security (a **retention account**) and applied by it in accordance with Clause 7 (Payments Out of the Issuer Accounts upon Acceleration).

## **6.8 VAT**

If any sums which are payable by the Issuer under Clause 6.2 (Pre-Acceleration Priority of Payments) or Clause 7 (Payments Out of the Issuer Accounts upon Acceleration) of this Deed are subject to VAT, the Issuer shall make payment of the amount in respect of VAT as provided in the relevant agreement pursuant to which payment is due to the relevant person in accordance with the order of priorities set out in those clauses.

## **6.9 Obligations in relation to Charged Assets and Transaction Documents**

Notwithstanding the security created under or pursuant to Clause 3 (Security and Declaration of Trust) of this Deed, the Issuer shall, subject to Clause 6.2 (Pre-Acceleration Priority of Payments) or as specifically provided otherwise in the Transaction Documents and prior to delivery of a Note Acceleration Notice, exercise its rights, powers and discretions and perform its obligations in relation to the Charged Assets and under the Transaction Documents in accordance with the provisions of the Transaction Documents.

## 6.10 Payment in accordance with relevant Priority of Payments

No sum due or owing to any Secured Creditor or to the Security Trustee (whether for itself or on behalf of the other Secured Creditors) from or by the Issuer under this Deed or any other Transaction Document shall be payable by the Issuer except to the extent that the Issuer has sufficient funds available to it to pay such sum subject to and in accordance with the relevant Priority of Payments and **provided that** all liabilities of the Issuer required to be paid in priority thereto or *pari passu* therewith pursuant to such Priority of Payments have been paid, discharged and/or otherwise provided for in full provided further that this Clause 6.10 shall not apply to and shall not limit the obligations of the Issuer to the Noteholders under the Notes, the Trust Deed and this Deed and to the Certificateholders under the Certificates, the Trust Deed and this Deed.

## 7. PAYMENTS OUT OF THE ISSUER ACCOUNTS UPON ACCELERATION

### 7.1 After a Note Acceleration Notice

From and including the time when a Note Acceleration Notice (which has not been withdrawn) has been served on the Issuer:

- (a) no amount may be withdrawn from the Issuer Accounts without the prior written consent of the Security Trustee; and
- (b) if not already crystallised, any charge created by Clause 3 (Security and Declaration of Trust), which is a floating charge, shall (subject to applicable law) crystallise upon service of a notice from the Security Trustee to the Issuer.

### 7.2 Post-Acceleration Priority of Payments

Following the service of a Note Acceleration Notice (which has not been revoked) on the Issuer or on an Interest Payment Date which is also an Early Redemption Date, the Security Trustee (or the Cash Manager on its behalf) will apply amounts received or recovered following the service of a Note Acceleration Notice on the Issuer (including, for the avoidance of doubt, on enforcement of the Security) or, where the Interest Payment Date is an Early Redemption Date, the Cash Manager will apply all amounts available to the Issuer (including all amounts standing to the credit of the General Reserve Fund and the Liquidity Reserve Fund but excluding amounts standing to the credit of the Warranty Reserve Fund) in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full) (the **Post-Acceleration Priority of Payments**):

- (a) *first*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:
  - (i) any fees, costs, charges, liabilities, expenses and all other amounts then due and payable to the Note Trustee and any Appointee under the provisions of the Trust Deed and the other Transaction Documents, together with (if payable) VAT thereon as provided therein; and
  - (ii) any fees, costs, charges, liabilities, expenses and all other amounts then due and payable to the Security Trustee, any Receiver appointed by the Security Trustee and any Appointee under the provisions of the Deed of Charge and the other Transaction Documents, together with (if payable) VAT thereon as provided therein;
- (b) *second*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:

- (i) any fees, costs, charges, liabilities, expenses and all other amounts then due and payable by the Issuer to the Seller or the Legal Title Holder under the provisions of any Transaction Document (including without limitation, clause 6.3 Mortgage Sale Agreement), together with (if applicable) VAT thereon as provided therein;
  - (ii) any fees, costs, charges, liabilities, expenses and all other amounts then due and payable by the Issuer to the Agent Bank, the Registrar and the Principal Paying Agent under the provisions of the Agency Agreement and the other Transaction Documents, together with (if payable) VAT thereon as provided therein;
  - (iii) any fees, costs, charges, liabilities, expenses and all other amounts then due and payable by the Issuer to the Cash Manager under the provisions of the Cash Management Agreement and the other Transaction Documents, together with VAT (if payable) thereon as provided therein;
  - (iv) any fees, costs, charges, liabilities, expenses and all other amounts then due and payable by the Issuer to the Corporate Services Provider under the provisions of the Corporate Services Agreement together with (if payable) VAT thereon as provided therein; and
  - (v) any fees, costs, charges, liabilities, expenses and all other amounts then due and payable by the Issuer to the Account Bank under the provisions of the Bank Account Agreement, together with (if payable) VAT thereon as provided therein;
- (c) *third*, to pay, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:
- (i) any fees, costs, charges, liabilities, expenses and all other amounts then due and payable by the Issuer to the Servicer under the provisions of the Servicing Agreement, together with VAT (if payable) thereon as provided therein;
  - (ii) any fees, costs, charges, liabilities, expenses and all other amounts then due and payable by the Issuer to the Master Servicer under the provisions of the Master Servicing Agreement, together with VAT (if payable) thereon as provided therein;
  - (iii) any fees, costs, charges, liabilities, expenses and all other amounts then due and payable by the Issuer to the Back-up Servicer Facilitator under the provisions of the Master Servicing Agreement, together with VAT (if payable) thereon as provided therein;
  - (iv) the Class Y Certificate Payment due and payable on the Class Y Certificates;
- (d) *fourth*, to pay *pro rata* and *pari passu* according to the respective outstanding amounts thereof interest and principal due and payable on the Class A Notes until the Principal Amount Outstanding on the Class A Notes has been reduced to zero;
- (e) *fifth*, to pay *pro rata* and *pari passu* according to the respective outstanding amounts thereof interest and principal due and payable on the Class B Notes until the Principal Amount Outstanding on the Class B Notes has been reduced to zero;
- (f) *sixth*, to pay *pro rata* and *pari passu* according to the respective outstanding amounts thereof interest and principal due and payable on the Class C Notes until the Principal Amount Outstanding on the Class C Notes has been reduced to zero;



- (g) *seventh* to pay *pro rata* and *pari passu* according to the respective outstanding amounts thereof interest and principal due and payable on the Class D Notes until the Principal Amount Outstanding on the Class D Notes has been reduced to zero;
- (h) *eighth*, to pay *pro rata* and *pari passu* according to the respective outstanding amounts thereof interest and principal due and payable on the Class E Notes until the Principal Amount Outstanding on the Class E Notes has been reduced to zero;
- (i) *ninth*, to pay *pro rata* and *pari passu* according to the respective outstanding amounts thereof interest and principal due and payable on the Class F Notes until the Principal Amount Outstanding on the Class F Notes has been reduced to zero;
- (j) *tenth*, to pay *pro rata* and *pari passu* according to the respective outstanding amounts thereof principal due and payable on the Class G Notes until the Principal Amount Outstanding on the Class G Notes has been reduced to zero;
- (k) *eleventh*, to pay *pro rata* and *pari passu* according to the respective outstanding amounts thereof interest and principal due and payable on the Class X Notes until the Principal Amount Outstanding on the Class X Notes has been reduced to zero;
- (l) *twelfth*, to pay any amounts due to the Co-Arrangers and the Sole Lead Manager under the Subscription Agreement, subject to the Subscription Agreement Liability Cap and to the extent such amounts have not otherwise been satisfied by way of Subscription Warranty Payment;
- (m) *thirteenth*, to pay the Issuer an amount equal to £250 to be retained by the Issuer as profit in respect of the business of the Issuer;
- (n) *fourteenth*, to pay any amounts due and payable by the Issuer to third parties and incurred without breach by the Issuer of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere) and any amounts necessary to provide for any such amounts expected to become due and payable by the Issuer in the immediately succeeding Interest Period and any amounts required to pay or discharge any liability of the Issuer for corporation tax on any income or chargeable gain of the Issuer to the extent only that such liability to tax is not capable of being satisfied out of amounts retained by the Issuer under item (m) above; and
- (o) *fifteenth*, any excess amounts *pro rata* and *pari passu* to the holders of the Class R Certificates.

### **7.3 Subordination**

- (a) Each of the Secured Creditors hereby agrees to be bound by the order of priority set out in the Pre-Acceleration Priority of Payments or the Post-Acceleration Priority of Payments (as applicable). Without prejudice to Clause 20 (Exercise of Certain Rights), each of the Secured Creditors further agrees with each other party to this Deed that, notwithstanding any other provision contained herein or in any other Transaction Document:
  - (i) (other than Security Trustee and the Note Trustee) it will not demand or receive payment of any distribution in respect of, or on account of, any amounts payable by the Issuer (or the Cash Manager on its behalf) or the Security Trustee (as applicable) to that Secured Creditor under the Transaction Documents, in cash or in kind;

- (ii) it will not apply any money or assets in discharge of any such amounts payable to it (whether by set-off or by any other method other than, for the avoidance of doubt, in the case of the Account Bank, in accordance with Clause 3.3 (Bank Charges) of the Bank Account Agreement), unless all amounts then due and payable by the Issuer to all other Secured Creditors ranking higher in the order of priority set out in the Pre-Acceleration Priority of Payments or the Post-Acceleration Priority of Payments (as applicable) have been paid in full; and
  - (iii) without prejudice to the foregoing, whether in the liquidation of the Issuer or any other party to the Transaction Documents or otherwise, if any payment or distribution (including by way of set-off other than, for the avoidance of doubt, the proceeds of any enforcement of any Security) is received by a Secured Creditor in respect of any amount payable by the Issuer or the Security Trustee (as applicable) to that Secured Creditor under the relevant Transaction Document at a time when, by virtue of the provisions of the relevant Transaction Document and this Deed, no payment or distribution should have been made, the amount so received shall be held by the Secured Creditor upon trust for the Issuer or, as applicable, the Security Trustee and shall be paid over to the Issuer or, as applicable, the Security Trustee as soon as is reasonably practicable following the earlier of (A) receipt of written notice from the Issuer or, as applicable, the Security Trustee and (B) actual knowledge of such Secured Creditor, in each case, that such payment or distribution should not have been made (whereupon the relevant payment or distribution shall be deemed not to have been made or received).
- (b) Neither the Issuer nor the Security Trustee shall pay or repay, or make any distribution in respect of, any amount owing to a Secured Creditor under the relevant Transaction Documents, in cash or in kind, except as expressly provided for in the relevant Transaction Documents, unless and until all amounts then payable by the Issuer or the Security Trustee to all other Secured Creditors ranking higher in the order of priority set out in the Pre-Acceleration Priority of Payments or the Post-Acceleration Priority of Payments (as applicable) have been paid in full based on the information provided to it by the Cash Manager and/or the Issuer and/or the relevant Secured Creditor. Subject to Clause 12 (Protection of Security Trustee and Receiver), the Security Trustee shall not be held liable for any incorrect payment, repayment or distribution if such payment, repayment or distribution is made in reliance upon the information provided to it by the Cash Manager and/or the Issuer and/or the relevant Secured Creditor.
  - (c) Where amounts owing to a group of Secured Creditors under the relevant Transaction Document are expressed to be required to be made *pari passu* and pro rata among such group, the Security Trustee shall not pay or repay, or make any distribution in respect of, such amounts to any Secured Creditor of such group, in cash or in kind, except on a *pari passu* and pro rata basis among such group.
  - (d) The perpetuity period for the trusts in this Clause 7.3 shall be 125 years.

## **8. NOTE TRUSTEE DIRECTIONS**

Each of the Secured Creditors (other than the Noteholders and the Certificateholders) hereby acknowledges and concurs that notwithstanding any term to the contrary in any Transaction Document and provided that there are Notes or Certificates outstanding or in issue, the Security Trustee may act as directed by the Note Trustee acting in accordance with the Trust Deed and the other Transaction Documents and the Security Trustee shall incur no liability in acting or refraining on such instructions.

## **9. THE SECURITY TRUSTEE'S POWERS**

### **9.1 Prior Notification**

The Security Trustee shall, if reasonably practicable, give prior notification to the Seller of the Security Trustee's intention to enforce the Security created by or pursuant to this Deed, **provided always that** the failure of the Security Trustee to provide such notification shall not prejudice the ability of the Security Trustee to enforce the Security created by or pursuant to this Deed.

### **9.2 Enforceable**

Without prejudice to the provisions of Clauses 9.5 (Law of Property Act 1925 and the Conveyancing and Law of Property Act 1881) and 10.1 (Appointment) (a) the Security created under or pursuant to this Deed shall become immediately enforceable and (b) the power of sale and other powers conferred by Section 101 of the Law of Property Act 1925 (the **1925 Act**) and Section 19 of the Conveyancing and Law of Property Act 1881 (the **1881 Act**) as varied or amended by this Deed, shall, in accordance with this Clause 9 (The Security Trustee's Powers) be exercisable by the Security Trustee and (c) the Issuer shall be deemed to be in default within the meaning of Standard Condition 9(1)(b) of Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, in each case at any time following the service of a Note Acceleration Notice (which has not been withdrawn) or, if there are no Notes or Certificates outstanding, following a default in payment of any other Secured Obligations on its due date. Without prejudice to the effectiveness of any service of the Note Acceleration Notice or the obligation to deliver the same in accordance with Condition 10 (*Events of Default*) or Certificates Condition 9 (*Events of Default*) (as applicable), the Issuer shall, upon receipt of the same from the Note Trustee, publish (or cause to be published) a copy of any Note Acceleration Notice (which has not been withdrawn) in accordance with the provisions of Condition 16 (*Notice to Noteholders*) and Certificates Condition 15 (*Notice to Certificateholders*) (as applicable) and deliver a copy to each of the Secured Creditors and the Rating Agencies.

### **9.3 Amounts Due**

Notwithstanding any other provision of this Deed, all amounts under the Secured Obligations shall become due for the purposes of Section 101 of the 1925 Act and Section 19 of the 1881 Act and the statutory powers of sale and appointment of a Receiver which are conferred on the Security Trustee under the 1925 Act and the 1881 Act (as varied or extended by this Deed) only (and for no other purpose) and all other powers shall be deemed to arise immediately after execution of this Deed but shall only become enforceable in accordance with Clause 9.2 (Enforceable) above.

### **9.4 Power of Sale**

Section 103 of the 1925 Act and Section 20 of the 1881 Act shall not apply in relation to any of the charges contained in or pursuant to this Deed and at any time after the service of a Note Acceleration Notice (which has not been withdrawn):

- (a) the statutory power of sale (as extended by this Deed) and all other powers shall be immediately exercisable (without the restrictions contained in either the 1925 Act or the 1881 Act); and
- (b) the Issuer shall be deemed to be in default within the meaning of Condition 9(1)(b) of Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970.

## **9.5 Law of Property Act 1925 and the Conveyancing and Law of Property Act 1881**

- (a) The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee may think fit and without the need to comply with any provision of Section 99 or 100 of the 1925 Act or Section 18 of the 1881 Act or Section 3 of the Conveyancing Act 1911.
- (b) The provisions of the 1925 Act and the 1881 Act relating to the power of sale and the other powers conferred by Section 101(1) and (2) of the 1925 Act and Section 19 of the 1881 Act, are hereby extended in relation to the Issuer (as if such extensions were contained therein) to authorise the Security Trustee at its absolute discretion at any time following the service of a Note Acceleration Notice (which has not been withdrawn) and subject to the Security Trustee being satisfied as to the indemnification and/or security and/or prefunding available to it in relation to the exercise of such powers:
- (i) to make demand in the name of the Secured Creditors or in its own right for any monies and liabilities in respect of the Charged Assets;
  - (ii) to sell the Issuer's title to or interest in the Charged Assets, and to do so for any shares, debentures or other securities whatsoever, or in consideration of an agreement to pay all or part of the purchase price at a later date or dates, or an agreement to make periodical payments, whether or not the agreement is secured by an Encumbrance or a guarantee, or for such other consideration whatsoever as the Security Trustee may think fit, and also to grant any option to purchase, and to effect exchanges of, any of the Charged Assets;
  - (iii) with a view to or in connection with the sale of the Charged Assets, to carry out any transaction, scheme or arrangement which the Security Trustee may, in its absolute discretion, consider appropriate;
  - (iv) to insure the Charged Assets against such risks and for such amounts as the Security Trustee may decide; and
  - (v) to do all or any of the things or exercise all or any of the powers which are mentioned or referred to in Clause 10.6 (Powers of Receiver) as if each of them was expressly conferred on the Security Trustee by this Deed and which may not be included in paragraphs (i) to (iv) above.

## **9.6 Delegation to Receiver**

In addition and without prejudice to any of its statutory powers, the Security Trustee may at any time by deed delegate to the Receiver all or any of the extended powers of leasing, renunciation, surrendering or accepting renunciations, surrenders of leases conferred on the Security Trustee by this Deed.

## **9.7 Application to Court**

The Security Trustee may at any time after the Note Trustee has served a Note Acceleration Notice (which has not been withdrawn) apply to the Court for an order that the powers and trusts of this Deed be exercised or carried into execution under the direction of the Court and for the appointment of a Receiver of the Charged Assets or any part thereof and for any other order in relation to the execution and administration of the powers and trusts hereof as the Security Trustee shall deem expedient, and it may assent to or approve any application to the Court made at the instance of any of the Noteholders, Certificateholders and/or the Secured Creditors.

## **9.8 Deficiency or Additional Payment**

The Security Trustee shall have no responsibility whatsoever to any Secured Creditor as regards any deficiency or additional payment, as the case may be, which might arise because the Security Trustee is subject to any stamp, issue, registration, documentary and other fees, duties and taxes, including interest and penalties in respect of the Charged Assets or any part thereof or any income therefrom or any proceeds thereof or is required to make any withholding or deduction from any payment to any Secured Creditor.

## **9.9 Scottish Trust Property**

The Seller and the Issuer hereby covenant and agree and undertake that if at any time after the Security constituted by or pursuant to this Deed shall have become enforceable and the Security Trustee or any Receiver shall so require, they will join together in directing the Seller or the Servicer on its behalf to sell or dispose of all or any part of the relevant Scottish Trust Property on terms previously approved by the Security Trustee or any Receiver and/or in causing the trust constituted by each or any Scottish Declaration of Trust to be wound up and/or performed and they will use all reasonable endeavours to take all actions and execute all such documents as may be necessary to effect such sale or disposal or winding up or performance and the distribution or transfer of Scottish Trust Property or any part thereof in accordance with the terms of the relevant Scottish Declaration of Trust and this Deed. The Seller and the Issuer hereby acknowledge and consent to the foregoing as trustee and beneficiary respectively in terms of the relevant Scottish Declaration of Trust.

## **10. RECEIVER**

### **10.1 Appointment**

- (a) Except as provided below, at any time following the service of a Note Acceleration Notice (which has not been withdrawn), the Security Trustee may, at its absolute discretion, appoint, by writing or by deed, such person or persons (including an officer or officers of the Security Trustee) as the Security Trustee thinks fit, to be Receiver, of the Charged Assets or any part thereof and, in the case of an appointment of more than one person, to act together or independently of the other or others.
- (b) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a receiver (including under Section 109(1) of the 1925 Act and Section 24(1) of the 1881 Act) does not apply to this Deed.
- (c) The Security Trustee is not entitled to appoint a Receiver solely as a result of:
  - (i) obtaining a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium under the Insolvency Act 2000 or the Insolvency (Northern Ireland) Order 2002 except with leave of the court.

### **10.2 Removal and Replacement**

Except as otherwise required by statute, the Security Trustee may by writing or by deed remove a Receiver and appoint another in its place or appoint another to act with a Receiver and the Security Trustee may apply to the court for an order removing an administrative receiver.

### **10.3 Extent of Appointment**

The exclusion of any part of the Charged Assets from the appointment of the Receiver shall not preclude the Security Trustee from subsequently extending its appointment (or that of the Receiver

replacing it) to that part of the Charged Assets or appointing another Receiver over any other part of the Charged Assets.

#### **10.4 Agent of the Issuer**

The Receiver shall be the agent of the Issuer and the Issuer alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, misconduct, negligence or default and for Liabilities incurred by him and in no circumstances whatsoever shall the Security Trustee be in any way responsible for or incur any Liability in connection with his contracts, engagements, acts, omissions, misconduct, negligence or default, and if a liquidator of the Issuer shall be appointed, the Receiver shall act as principal and not as agent for the Security Trustee.

#### **10.5 Remuneration**

The remuneration of the Receiver shall be fixed by the Security Trustee and may be or include a commission calculated by reference to the gross amount of all monies received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Issuer or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise, but subject to Clause 7.2 (Post-Acceleration Priority of Payments), such remuneration shall be payable hereunder by the Issuer alone. The amount of such remuneration shall be paid in accordance with the terms and conditions and in the manner agreed from time to time between the Receiver and the Security Trustee and in accordance with the Post-Acceleration Priority of Payments.

#### **10.6 Powers of Receiver**

Any Receiver of the Issuer, in addition to any powers conferred on a receiver by statute or common law, shall have the following powers:

- (a) to take possession of, get in and collect the Charged Assets (or such part thereof in respect of which it may be appointed) or any part thereof including income whether accrued before or after the date of his appointment;
- (b) to carry on, manage, concur in or authorise the management of, or appoint a manager of, the whole or any part of the business of the Issuer;
- (c) to sell, dispose, convey, assign, novate, exchange, license, surrender, renounce, release, disclaim, abandon, retrocess, return or otherwise dispose of or in any way whatsoever deal with the Charged Assets or any interest in the Charged Assets or any part thereof for such consideration (if any) and upon such terms (including by deferred payment or payment by instalments) as it may think fit and to concur in any such transaction;
- (d) to sell or concur in selling the whole or any part of the Issuer's business whether as a going concern or otherwise;
- (e) to appoint, engage, dismiss or vary the terms of employment of any employees, officers, managers, agents and advisers of the Issuer upon such terms as to remuneration and otherwise and for such periods as he may determine;
- (f) to insure, protect, maintain, repair, alter, improve, replace, exploit, add to and develop or concur in so doing, the Charged Assets or any part thereof in any manner and for any purpose whatsoever;

- (g) in connection with the exercise or the proposed exercise of any of its powers or in order to obtain payment of its remuneration (whether or not it is already payable), to borrow or raise money from any person without security or on the security of any of the Charged Assets and generally in such manner and on such terms as it may think fit;
- (h) to bring, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims, disputes and proceedings concerning the Charged Assets or any part thereof;
- (i) to transfer all or any of the Charged Assets and/or any of the liabilities of the Issuer to any other company or body corporate, whether or not formed or acquired for the purpose and to form a subsidiary or subsidiaries of the Issuer;
- (j) to call up or require the directors of the Issuer to call up all or any portion of the uncalled capital for the time being of the Issuer and to enforce payment of any call by action (in the name of the Issuer or the Receiver as may be thought fit);
- (k) to redeem, discharge or compromise any Encumbrance from time to time having priority to or ranking *pari passu* with this Deed;
- (l) to effect or maintain indemnity insurance and other insurance (including without limitation the Insurance Policies) and obtain bonds and performance guarantees;
- (m) in connection with the exercise of any of its powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of the Issuer or otherwise, as it may think fit, all documents, receipts, registrations, acts or things which it may consider appropriate;
- (n) to exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Charged Assets or incidental to the ownership of or rights in or to any of the Charged Assets and to complete or effect any transaction entered into by the Issuer and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of the Issuer relating to or affecting the Charged Assets;
- (o) to exercise all powers as are described in Schedule 1 and Schedule 2 to the Insolvency Act 1986 or Schedule 1 to the Insolvency (Northern Ireland) Order 1989 Conveyancing and Law of Property Act 1881 or the Conveyancing and Feudal Reform (Scotland) Act 1970 (if appropriate), whether or not the Receiver is an "administrative receiver" as defined in the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 1989;
- (p) to delegate its powers by way of power of attorney, or in any other manner to any person, any right, power or discretion exercisable by it under this Deed on the terms (including the power to sub-delegate) and subject to any regulations which such Receiver may think fit and such Receiver shall not be liable or responsible in any way to the Issuer or the Security Trustee for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate;
- (q) generally to carry out, or cause or authorise to be carried out, any transaction, scheme or arrangement whatsoever, whether similar or not to any of the foregoing, in relation to the Charged Assets which it may consider expedient as effectually as if he were solely and absolutely entitled to the Charged Assets;
- (r) in addition:

- (i) to do all other acts and things which it may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
- (ii) to exercise in relation to any Charged Assets all the powers, authorities and things which it would be capable of exercising if he were the absolute beneficial owner of the same,

and may use the name of the Issuer for any of the above purposes; and

- (s) to pay and discharge out of the profits and income of the relevant Charged Assets and the monies to be made by it in carrying on the business of the Issuer the expenses incurred in and about the carrying on and management of the business or in the exercise of any of the powers conferred by this Clause 10.6 (Powers of Receiver) or otherwise in respect of such Charged Assets and all outgoings which it shall think fit to pay and to apply the residue of the said profits, income or monies in the manner provided by Clause 7.2 (Post-Acceleration Priority of Payments) hereof.

The Security Trustee may pay over to the Receiver any monies constituting part of the Charged Assets to the extent that the same may be applied for the purposes referred to in Clause 7.2 (Post-Acceleration Priority of Payments) by such Receiver and the Security Trustee may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver.

#### **10.7 Appointment of Administrator**

Upon application being made to a court of competent jurisdiction for an administration order or the service of a notice of intention to appoint an administrator or the filing of documents with the court for the appointment of an administrator in relation to the Issuer or other order having substantially the same effect to be made on application by a creditor or creditors of the Issuer, the Security Trustee shall, subject to it being indemnified and/or secured and/or prefunded to its satisfaction, as soon as practicable appoint a Receiver in accordance with this Deed (who shall, to the extent permitted by law, be an "administrative receiver" under Section 29(2) of the Insolvency Act) of the whole of the Charged Assets and, in the case of any application to the court or petition, the Security Trustee shall instruct the Receiver to attend at the hearing of the application or petition and take such steps as are necessary to act for the interests of the Secured Creditors and to prevent the appointment of an administrator, who would act in the interests of all of the creditors of the Issuer, whether secured or not. The Secured Creditors shall co-operate and do all acts and enter into such further documents, deeds or agreements as the Security Trustee may deem necessary or desirable to ensure that an administration order is not made or that an administrator is not otherwise appointed and that an administrative receiver is appointed.

#### **10.8 Costs of Receiver**

Each of the Issuer and the Secured Creditors agrees and acknowledges that in the event of the enforcement of the Security or the appointment of a Receiver, the Security Trustee shall not be obliged to indemnify out of its own money any such Receiver for any of its costs, charges, liabilities or expenses or to advance, in whatever form, any moneys to such a Receiver or any other person arising out of or in connection with such enforcement or to undertake or to require any Receiver to undertake, any business carried on from time to time in connection with the Charged Assets.



## **11. PROTECTION OF THIRD PARTIES**

### **11.1 Enquiry**

No purchaser from, or other person dealing with, the Security Trustee or a Receiver shall be concerned to enquire whether any of the powers exercised or purported to be exercised has arisen or become exercisable, whether the Secured Obligations remain outstanding or have become payable, whether the Receiver is authorised to act or as to the propriety or validity of the exercise or purported exercise of any power; and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters and the protections contained in Sections 104 to 107 of the 1925 Act and Sections 20 to 22 of the 1881 Act shall apply to any person purchasing from or dealing with a Receiver or the Security Trustee or Section 2(3) of the Insolvency Act 1986 or Section 15 (3) of the Insolvency (Northern Ireland) Order 1989 to any person dealing with an administrative receiver.

### **11.2 Receipts**

The receipt of the Security Trustee or the Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Trustee or the Receiver.

## **12. PROTECTION OF SECURITY TRUSTEE AND RECEIVER**

### **12.1 Liability**

Neither the Security Trustee nor the Receiver of the Issuer shall be liable to the Issuer in the absence of wilful default, fraud or gross negligence, on their part or that of their officers, employees or agents in respect of any Liability which arises out of the exercise or the attempted or purported exercise of or failure to exercise any of their respective powers.

### **12.2 Possession**

Without prejudice to the generality of Clause 12.3 (Mortgagee in Possession), entry into possession of the Charged Assets of the Issuer shall not render the Security Trustee or the Receiver of that company liable to account as mortgagee, security holder or heritable creditor in possession. If and whenever the Security Trustee or the Receiver enters into possession of the Charged Assets, it shall be entitled at any time to go out of such possession.

### **12.3 Mortgagee in Possession**

Neither the Security Trustee, the Receiver nor the Secured Creditors shall, by reason of any assignment or other Security made under or pursuant to this Deed, be or be deemed to be a mortgagee, security holder or heritable creditor in possession nor shall they take any action (other than, in the case of the Secured Creditors, with the Security Trustee's prior written consent) which would be likely to lead to the Secured Creditors, the Receiver or the Security Trustee becoming a mortgagee, security holder or heritable creditor in possession in respect of any property referred to in this Deed or any Scottish Supplemental Charge or Scottish Sub-Security. The Security Trustee, in its absolute discretion, may at any time, serve a written notice on the Secured Creditors requiring the Secured Creditors from the date such notice is served to obtain the Security Trustee's prior written consent before taking any action which would be likely to lead to the Secured Creditors or the Security Trustee becoming a mortgagee, security holder or heritable creditor in possession in respect of any property referred to in this Deed or any Scottish Supplemental Charge or Scottish Sub-Security.

### 13. PROTECTION OF SECURITY

The Issuer further covenants with and undertakes to the Security Trustee from time to time (and, for the purposes mentioned in paragraph (a) below, notwithstanding that the Note Acceleration Notice may not have been served) upon demand to execute, at the Issuer's own cost any document or do any act or thing (other than any amendment hereto) which the Security Trustee may specify:

- (a) with a view to registering or perfecting any charge or other Security created or intended to be created by or pursuant to this Deed (including the perfecting of the conversion of any floating charge to a fixed charge pursuant to Clause 14.1 (Notice) or 14.2 (Automatic Crystallisation)); or
- (b) with a view to facilitating the exercise or the proposed exercise of any of their powers or the realisation of any of the Charged Assets; or
- (c) with a view to protecting the Encumbrances created by or pursuant to this Deed,

**provided that** the Issuer shall not be obliged to execute any further documentation or take any other action or steps to the extent that it would breach a restriction in any such agreement to which it is a party relating to assigning, transferring, charging or sharing of possession/rights of such benefit.

### 14. CRYSTALLISATION

#### 14.1 Notice

Subject to applicable laws, in addition and without prejudice to any other event resulting in a crystallisation of the floating charge created by this Deed or any other right the Security Trustee may have, the Security Trustee may, at any time, if:

- (a) any Event of Default is subsisting and has not been waived; or
- (b) the Security Trustee reasonably believes that the Charged Assets or any part thereof is in danger of being seized or sold under any form of distress, attachment, diligence, or execution levied or threatened or is otherwise in jeopardy or imperilled; or
- (c) any circumstance shall occur which in the reasonable opinion of the Security Trustee, imperils or will imperil the Security created by this Deed or the Issuer takes or threatens to take any action that would be prejudicial to the Security or would be inconsistent with the Security created hereby,

by notice in writing to the Issuer declare that the floating charge hereby created shall be converted into a first specific fixed charge or first ranking fixed security as to all of the undertaking, property and assets or such of them as may be specified in the notice, and by way of further assurance, the Issuer, at its own expense, shall execute all documents in such form as the Security Trustee shall require and shall deliver to the Security Trustee all conveyances, deeds, certificates and documents which may be necessary to perfect or, in respect of Scottish assets and their Related Security, to create and perfect, such first specific fixed charge or first ranking fixed security.

#### 14.2 Automatic Crystallisation

Subject as set out below, in addition and without prejudice to any other event resulting in a crystallisation of the floating charge, the floating charge contained herein shall automatically be converted into a fixed charge over all property, assets or undertaking of the Issuer subject to the floating charge and, in the case of property, assets or undertaking situated in Scotland or which are

governed by or subject to Scots law, only to the extent that such conversion would be legally effective in Scotland, if and when:

- (a) a Note Acceleration Notice is served on the Issuer;
- (b) the Issuer ceases to carry on all or a substantial part of its business or ceases to be a going concern or thereafter to do any of the foregoing;
- (c) the Issuer stops making payments to its creditors or gives notice to creditors that it intends to stop payment;
- (d) the holder of any other Encumbrance in relation to the Issuer, whether ranking in priority to or *pari passu* with or after the charges contained in this Deed, appoints a Receiver; or
- (e) any floating charge granted by the Issuer to any other person (whether permitted by the Transaction Documents or not) crystallises for any reason whatsoever.

The floating charge created by Clause 3.9 (Floating Charge) above may not be converted into a fixed charge solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000 or the Insolvency (Northern Ireland) Order 2002 except with leave of the court.

### **14.3 Failure of Petition for Administration or Winding-up**

If any petition for the administration or winding-up of the Issuer or filing of documents with the court for the administration or service of a notice of intention to appoint an administrator in relation to the Issuer is dismissed or withdrawn or a resolution for winding-up the Issuer is not passed by the necessary majority, then without prejudice to any rights exercisable otherwise than in consequence of the presentation of such petition or the filing of documents or the service of a notice or resolution and subject to anything done in the meantime in pursuance of the powers given by this Deed and subject to the provisions contained in this Deed as to costs charges and expenses incurred and payments made, possession of the Charged Assets will be restored to the Issuer, and the Issuer and all persons concerned will be remitted to their original rights **provided that** the Security Trustee is satisfied that its security position at that time is not materially different to that as at the date of this Deed.

## **15. POWER OF ATTORNEY**

Immediately upon execution of this Deed, the Issuer shall execute and deliver to the Security Trustee the power of attorney in or substantially in the form set out in Schedule 1 (Power of Attorney).

## **16. OTHER SECURITY, ETC**

### **16.1 No Merger**

The charges or other Security Interests contained in or created pursuant to this Deed are in addition to, and shall neither be merged in, nor in any way exclude or prejudice any other Encumbrance, right of recourse, set-off or other right whatsoever which the Security Trustee or any Secured Creditor may now or at any time hereafter hold or have (or would apart from this Deed or any charge contained or created pursuant to this Deed hold or have) as regards the Issuer or any other person in respect of the Secured Obligations, and neither the Security Trustee nor any Secured Creditor shall be under any obligation to take any steps to call in or to enforce any Security for the Secured Obligations, and shall not be liable to the Issuer for any loss arising from any omission on the part of

the Security Trustee or any Secured Creditor to take any such steps or for the manner in which the Security Trustee or any Secured Creditor shall enforce or refrain from enforcing any such Security.

## **16.2 Consolidation**

Section 93 of the 1925 Act and Section 17 of the 1881 Act shall not apply in relation to any of the charges contained in this Deed.

## **16.3 Ruling Off**

If the Security Trustee receives notice of any Encumbrance affecting the whole or any part of the Charged Assets or any Security Interests created under or pursuant to this Deed in contravention of the provisions hereof:

- (a) the Security Trustee may open a new account in respect of the Issuer and, if it does not, it shall nevertheless be deemed to have done so at the time it received such notice; and
- (b) all payments made by the Issuer to the Security Trustee after the Security Trustee receives such notice shall be credited or deemed to have been credited to the new account, and in no circumstances whatsoever shall operate to reduce the Secured Obligations as at the time the Security Trustee received such notice.

## **16.4 Change of Name, etc**

This Deed shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Security Trustee or the Issuer or any amalgamation or consolidation by the Security Trustee or the Issuer with any other corporation (whether, in the case of the Issuer, permitted by the Transaction Documents or not).

## **17. AVOIDANCE OF PAYMENTS**

### **17.1 No Release**

No assurance, security or payment which may be avoided or adjusted under the law, including under any enactment relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the Security Trustee or any Secured Creditor on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Security Trustee or any Secured Creditor to recover the Secured Obligations from the Issuer (including any monies which it may be compelled to pay or refund under the provisions of the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 1989 and any costs payable by it pursuant to or otherwise incurred in connection therewith) or to enforce the charges or other Security contained in or pursuant to this Deed to the full extent of the Secured Obligations.

### **17.2 Retention of Charges**

If the Security Trustee shall have reasonable grounds for believing that the Issuer may be insolvent or deemed to be insolvent pursuant to the provisions of the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 1989 (and production of a solvency certificate signed by two directors of the Issuer shall be *prima facie* evidence of the solvency of the Issuer) at the date of any payment made by the Issuer to the Security Trustee and that as a result, such payment may be capable of being avoided or clawed back, the Security Trustee shall be at liberty to retain the charges or other Security contained in or created pursuant to this Deed until the expiry of a period of one month plus such statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated after the payment and discharge in full of all Secured Obligations notwithstanding any

release, settlement, discharge or arrangement which may be given or made by the Security Trustee on, or as a consequence of, such payment or discharge of liability **provided that**, if at any time within such period, a petition shall be presented to a competent court for an order for the winding up or the making of an administration order or documents shall be filed with the court for the appointment of an administrator or formal notice shall be given of an intention to appoint an administrator in respect of the Issuer or the Issuer shall commence to be wound up or to go into administration or any analogous proceedings shall be commenced by or against the Issuer, the Security Trustee shall be at liberty to continue to retain such security for such further period as the Security Trustee may determine and such security shall be deemed to continue to have been held as security for the payment and discharge to the Security Trustee of all Secured Obligations.

## **18. SET OFF**

The Security Trustee may at any time following the service by the Note Trustee of a Note Acceleration Notice which has not been withdrawn (without notice and notwithstanding any settlement of account or other matter whatsoever) combine or consolidate all or any existing accounts of the Issuer whether in its own name or jointly with others and held by it or any Secured Creditor and may set off or transfer all or any part of any credit balance or any sum standing to the credit of any such account (whether or not the same is due to the Issuer from the Security Trustee or relevant Secured Creditor and whether or not the credit balance and the account in debit or the Secured Obligations are expressed in the same currency in which case the Security Trustee is hereby authorised to effect any necessary conversions at its prevailing rates of exchange) in or towards satisfaction of any of the Secured Obligations and may in its absolute discretion estimate the amount of any liability of the Issuer which is contingent or unascertained and thereafter set off such estimated amount and no amount shall be payable by the Security Trustee to the Issuer unless and until all Secured Obligations have been ascertained and fully repaid or discharged.

## **19. EXECUTION OF DOCUMENTS**

Any document required to be executed as a deed or in accordance with Scots law by the Security Trustee under or in connection with this Deed shall be validly executed if executed as a deed or in accordance with Scots law by a duly authorised attorney of the Security Trustee.

## **20. EXERCISE OF CERTAIN RIGHTS**

### **20.1 No Enforcement by Secured Creditors**

Each of the Secured Creditors (other than the Security Trustee, the Noteholders, the Certificateholders and the Note Trustee acting on behalf of the Noteholders and the Certificateholders who may only take action permitted pursuant to the Trust Deed) hereby agrees with the Issuer and the Security Trustee that:

- (a) only the Security Trustee may enforce the Security created in favour of the Security Trustee by or pursuant to this Deed in accordance with the provisions hereof; and
- (b) it shall not take any steps for the purpose of recovering any of the Secured Obligations (including, without limitation, by exercise of any rights of set off or enforcing any rights arising out of the Transaction Documents against the Issuer or procuring the winding up, administration (including, for the avoidance of doubt, the filing of documents with the court or the service of a notice of intention to appoint an administrator) or liquidation of the Issuer in respect of any of its liabilities whatsoever.

## **20.2 Limited Recourse**

- (a) Each of the Secured Creditors (other than the Noteholders and the Certificateholders) agree that, notwithstanding any other provision of any Transaction Document, all obligations of the Issuer to each such Secured Creditor are limited in recourse to the Charged Assets. If:
- (i) there are no Charged Assets remaining which are capable of being realised or otherwise converted into cash;
  - (ii) all amounts available from the Charged Assets have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of this Deed; and
  - (iii) there are insufficient amounts available from the Charged Assets to pay in full, in accordance with the provisions of this Deed, amounts outstanding in respect of the Secured Obligations,

then the Secured Creditors shall have no further claim against the Issuer in respect of any amounts owing to them which remain unpaid (including, for the avoidance of doubt, payments of principal, premium (if any), interest and/or fees (if any) in respect of the Notes or Class Y Certificate Payments in respect of the Class Y Certificates or Residual Payments in respect of the Class R Certificates) and such unpaid amounts shall be deemed to be discharged in full and any relevant payment rights shall be deemed to cease.

- (b) The provisions of this Clause 20.2 shall survive the termination of this Deed.

## **20.3 Discretionary Enforcement**

Subject to the provisions of this Deed, the Security Trustee may at any time, at its discretion and without notice, take such proceedings and/or other action as it may think fit against, or in relation to, the Issuer or any other person to enforce its rights under any of the Transaction Documents. Subject to the provisions of this Deed, at any time after the Security has become enforceable, the Security Trustee may, at its discretion and without notice, take such steps as it may think fit to enforce such Security.

## **20.4 Mandatory Enforcement**

The Security Trustee shall not be bound to take any steps or to institute any proceedings or to take any other action under or in connection with any of the Transaction Documents (including, without limitation, enforcing the Security constituted by or pursuant to this Deed if it has become enforceable) unless:

- (a) directed to do so by the Note Trustee having itself been so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding or directed in writing by the holders of at least 25% in aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding; or
- (b) if all of the Notes have been redeemed, it has been directed to do so by the Note Trustee having itself been directed by an Extraordinary Resolution of the Class R Certificateholders or directed in writing by the holders of at least 25% of the Class R Certificates; or
- (c) following the redemption in full of all Notes and the cancellation of all Certificates, it has been directed to do so by the other Secured Creditors; and

- (d) in all cases, it shall have been indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities, actions, proceedings, claims and demands to which it may thereby render itself liable and all costs, charges, damages and expenses which it may incur by so doing and the terms of such indemnity may include the provision of a fighting fund, non-recourse loan or other similar arrangement.

The Security Trustee shall not be held liable for the consequences of taking any action under (in case of the Security Trustee) Clause 20.3 (Discretionary Enforcement) or this Clause 20.4 and may do so without having regard to the effect of such action on individual Noteholders or Certificateholders.

## **20.5 Disposal of Charged Assets**

Notwithstanding Clause 9 (The Security Trustee's Powers), if the Security has become enforceable otherwise than by reason of a default in payment of any amount due on the Notes or the Certificates, the Security Trustee will not be entitled to dispose of any of the Charged Assets or any part thereof unless either (a) a sufficient amount would be realised to allow discharge in full on a pro rata and *pari passu* basis of all amounts owing to the holders of the Notes (other than the Class R Notes, which will be redeemed from amounts, if any, standing to the credit of the Warranty Reserve Fund) and the Certificates (and all persons ranking in priority to the holders of the Notes and the Certificates), or (b) the Security Trustee is of the opinion, which shall be binding on the Secured Creditors, that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing to the holders of the Notes and the Certificates (and all persons ranking in priority thereto).

## **20.6 Enforcing Security**

Each of the Secured Creditors (other than the Security Trustee, the Noteholders and the Certificateholders) acknowledges that the Security Trustee shall not be bound to take any steps or institute any proceedings after the service of an Note Acceleration Notice or to take any other action to enforce the Security constituted by or pursuant to this Deed unless the Security Trustee shall have been secured and/or indemnified and/or prefunded to its satisfaction against all actions, proceedings, claims and demands to which it may thereby render itself liable and all costs, charges, damages and expenses which it may incur by so doing.

## **20.7 Sole Obligations**

The respective obligations of each of the parties under this Deed will not be the obligations or responsibilities of, nor guaranteed by, any other person or entity.

## **21. COVENANTS AND WARRANTIES**

### **21.1 Warranty**

- (a) The Issuer warrants to the Security Trustee that (i) it has taken all necessary steps to enable it to charge or assign as Security the Charged Assets in accordance with Clause 3 (Security and Declaration of Trust), and that it has taken no action or steps to prejudice its right, title and interest in and to the Charged Assets and (ii) this Deed and each Scottish Supplemental Charge or Scottish Sub-Security creates the security it purports to create and such security is not liable to be avoided or otherwise set aside upon an occurrence of and in relation to an Insolvency Event of the Issuer.
- (b) The Issuer warrants to the Security Trustee (on behalf of the Secured Creditors) as at the date of this Deed that:

- (i) it is duly incorporated in England and Wales with limited liability and with full power and authority to own its property and assets and conduct its business and is resident for tax purposes solely in, and has its usual place of abode in, the United Kingdom;
  - (ii) it has obtained and maintained in effect all authorisations, approvals, licences and consents required in connection with its business and the consummation of the transactions contemplated by the relevant Transaction Documents;
  - (iii) it has the requisite power and authority to enter into this Deed and each relevant Transaction Document and to undertake and perform the obligations expressed to be assumed by it therein;
  - (iv) all acts, conditions and things required to be done, fulfilled and performed in order to enable it lawfully to enter into this Deed and each relevant Transaction Document, to exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Deed and each Scottish Supplemental Charge or Scottish Sub-Security, are legal, valid, binding and enforceable against it and to make this Deed and each Scottish Supplemental Charge or Scottish Sub-Security admissible in evidence in England and Wales and (where applicable) Northern Ireland and Scotland have been done, fulfilled and performed and are in full force and effect or, as the case may be, have been effected, and no steps have been taken to challenge, revoke or cancel any such authorisation obtained or effected;
  - (v) the entry by it into and the execution (and, where appropriate, delivery) of this Deed and each relevant Transaction Document and the performance by the Issuer of its obligations under this Deed and each Scottish Supplemental Charge or Scottish Sub-Security does not and will not conflict with or constitute a breach or infringement by the Issuer of its Memorandum and Articles of Association or any requirement of law or any regulatory direction or any other agreement to which the Issuer is a party or which is binding on it or any of its assets;
  - (vi) each Charged Transaction Document and each Scottish Declaration of Trust is its legally binding, valid and enforceable obligation;
  - (vii) it is not in default of any of its obligations under any Charged Transaction Document or any Scottish Declaration of Trust; and
  - (viii) there is no prohibition on assignment or assignation in any Charged Transaction Document or any Scottish Declaration of Trust;
- (c) The Issuer warrants to the Security Trustee that it does not hold, and has not at any time held any capital assets and will not at any time hold any assets other than the Portfolio save to the extent reasonably incidental to the activities envisaged by the Transaction Documents.
- (d) The Issuer warrants to the Security Trustee that the obligations expressed to be assumed by the Issuer under this Deed and each Scottish Supplemental Charge or Scottish Sub-Security are legal and valid obligations, binding on it and enforceable against it in accordance with their terms except:
- (i) as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, reorganisation or other similar laws affecting the enforcement of the rights of creditors generally;
  - (ii) as such enforceability may be limited by the effect of general principles of equity or general discretionary principles; and



- (iii) obligations relating to stamp duties may be void by virtue of Section 117 of the Stamp Act 1891.
- (e) The Issuer represents and warrants to the Security Trustee that it will not have, and has not had since the date of its incorporation, a source of income prior to the Closing Date.
- (f) The Issuer hereby covenants to the Security Trustee that no director of the Issuer will be connected to the Seller.
- (g) The Issuer represents and warrants to the Security Trustee that it is the beneficial owner of the Charged Assets and the Charged Assets are free of any Security Interests (except for those created by or under this Deed) and any other rights or interests (including any licences) in favour of third parties.
- (h) The Issuer represents and warrants to the Security Trustee that it belongs in the UK for VAT purposes in relation to all supplies made (or to be made) or received (or to be received) by it in connection with the Transaction.
- (i) The Issuer represents and warrants to the Security Trustee that it has at no time been a party to any transaction for the purposes of securing a tax advantage within the meaning of Section 1139 of the Corporation Tax Act 2010 for itself or any other person.
- (j) The Issuer represents and warrants to the Security Trustee that, as at the Closing Date, none of its property, assets and/or undertaking are subject to any restriction (whether contractual or otherwise) that may render the Security Interests granted by the Issuer under or pursuant to this Deed ineffective or which otherwise prohibit the grant of such Security Interests.
- (k) No Encumbrance exists over or in respect of any asset of the Issuer, other than as created by or pursuant to this Deed.

## **21.2 Negative Covenants**

So long as any of the Secured Obligations remain outstanding, the Issuer shall not, save to the extent permitted by or provided for in the Transaction Documents or with the prior written consent of the Security Trustee:

- (a) create or permit to subsist any mortgage, standard security, assignment, assignation, pledge, lien, charge or other security interest whatsoever (unless arising by operation of law) upon the whole or any part of its assets (including any uncalled capital) or its undertaking, present or future;
- (b)
  - (i) carry on any trade or business or any other activities other than as contemplated by the Transaction Documents and the related activities described therein; or
  - (ii) hold (and confirms it has not held) any shares or other interest in any company (including but not limited to an interest in the capital, income or voting rights in any company) nor have any employees (but shall procure that, at all times, it shall retain at least one Independent Director) or premises;
- (c) transfer, sell, assign, convey, lend, part with, declare a trust over, create a beneficial interest in or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of its assets or undertaking or any interest, estate, right, title or benefit therein or thereto or agree or attempts or purport to do so;

- (d) make any other distributions other than as contemplated by the Transaction Documents;
- (e) pay any dividend or make any other distribution to its shareholders other than out of its after Tax profit and net of any applicable taxes (if any) payable by the Issuer in relation to such dividend or distribution nor shall it issue any further shares;
- (f) incur any indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness or of any obligation of any person;
- (g) consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any other person;
- (h) permit any of the Transaction Documents to become invalid or ineffective, or the priority of the Security Interests created thereby to be reduced, or consent to any variation of, or exercise any powers of consent or waiver pursuant to the terms of any of the Transaction Documents, or permit any party to any of the Transaction Documents or any other person whose obligations form part of the Charged Assets to be released from its respective obligations;
- (i) open or have an interest in any account with a bank or financial institution other than the Issuer Accounts and the Collection Accounts, unless such account or interest therein is charged to the Security Trustee on terms acceptable to the Security Trustee;
- (j) become or be a party to any transaction with any purpose that is not amongst the business or other commercial purposes of the Issuer or which is for the purposes of securing a tax advantage within the meaning of Section 1139 of the Corporation Tax Act 2010 for itself or any other person;
- (k) do any act or thing the effect of which would be to make the Issuer resident for tax purposes in any jurisdiction other than the United Kingdom;
- (l) engage in any activities in the United States (directly or through agents), or devise any income from United States sources as determined under United States tax principles, or hold any property if doing so would cause it to be engaged in a trade or business within the United States as determined under United States income tax principles;
- (m) permit any person other than the Issuer and the Security Trustee to have any equitable or beneficial interest in any of its assets or undertakings or any interest, estate, right, title or benefit therein; or
- (n) purchase or otherwise acquire any Note or Notes (other than pursuant to the Conditions), or Certificate or Certificates (other than pursuant to the Certificates Conditions).

In giving its consent to any of the foregoing, the Security Trustee shall be entitled to require the Issuer to make such modifications or additions to the provisions of any of the Transaction Documents or may impose such other conditions or requirements as the Security Trustee may deem appropriate in accordance with the interests of the Secured Creditors.

### **21.3 Positive Covenants**

The Issuer covenants and undertakes with the Security Trustee for the benefit of the Secured Creditors as follows:

- (a) at all times to maintain its corporate existence and to carry on and conduct its affairs in a proper and efficient manner and in accordance with its constitutive documents and all laws and regulation applicable to it and comply and perform all its obligations under each Transaction Document;
- (b) to give to the Security Trustee within a reasonable time after request such information and evidence as it shall require and in such form as it shall reasonably require, including without prejudice to the generality of the foregoing the procurement by the Issuer of all such certificates called for by the Security Trustee pursuant to this Deed or any other Transaction Document for the purpose of the discharge or exercise of the duties, trusts, powers, authorities and discretions vested in it under these presents or any other Transaction Document to which the Security Trustee is a party or by operation of law and the Security Trustee may rely on the contents of such certificates, information and evidence as conclusive evidence of the matters stated therein or the matters to which they relate and shall incur no Liability to any person for so doing;
- (c) to cause to be prepared and certified by its Auditors in respect of each financial year accounts in such form as will comply with relevant legal and accounting requirements for the time being;
- (d) at all times to keep or procure the keeping of proper books of account and records and allow the Security Trustee and any person or persons appointed by the Security Trustee to whom the Issuer shall have no reasonable objection free access to such books of account and records at all times during normal business hours upon reasonable notice in writing **provided that** such inspection shall only be for the purposes of carrying out its duties under this Deed and any information so obtained shall only be used and passed on to any other person for the purpose of the Security Trustee carrying out its duties under this Deed;
- (e) to send to the Security Trustee a copy of every balance sheet, profit and loss account, source and application of funds statement (if any), report, or other notice, statement, circular or document issued or given to any holder of securities (including Noteholders, Certificateholders and shareholders in their capacity as such) or creditors of the Issuer as soon as reasonably practicable after issue of the same;
- (f) to give notice in writing to the Security Trustee of the occurrence of any Event of Default and/or service of a Note Acceleration Notice (such notice to be effective by the delivery of a copy of the Note Acceleration Notice to the Security Trustee) immediately upon becoming aware thereof and without waiting for the Security Trustee to take any further action;
- (g) give to the Security Trustee (i) within seven days after demand by the Security Trustee therefor and (ii) (without the necessity for any such demand) promptly after the publication of its audited accounts in respect of each financial year commencing with the financial period ending 31 December 2021 and in any event not later than 180 days after the end of each such financial year a certificate signed by two directors of the Issuer to the effect that, as at a date not more than seven days before delivering such certificate (the **Certification Date**), to the best of the knowledge, information and belief of the Issuer, there did not exist and had not existed since the Certification Date of the previous certificate (or in the case of the first such certificate the date hereof) any Event of Default (or if such exists or existed specifying the same) and that during the period from and including the Certification Date of the last such certificate (or in the case of the first such certificate the date hereof) to and including the certification date of such certificate the Issuer has complied, to the best of their knowledge, information and belief, with all its obligations contained in this Deed and each of the other Transaction Documents to which it is a party or (if such is not the case) specifying the respects in which it has not complied and the Security Trustee shall be

entitled to rely on the contents of such certificate as conclusive evidence of the matters stated therein;

- (h) at all times to execute all such further documents and do all such further acts and things as may in the reasonable opinion of the Security Trustee be necessary at any time or times to give effect to the terms and conditions of this Deed and the other Transaction Documents;
- (i) at all times to comply with the obligations and provisions binding upon it under and pursuant to this Deed and the other Transaction Documents;
- (j) duly and promptly to pay and discharge all Taxes imposed upon it or its assets unless such Taxes are, in the opinion of the Security Trustee, being contested in good faith by the Issuer;
- (k) it shall conduct its business and affairs such that, at all times, its centre of main interests for the purposes of each of the Onshored EIR and the UNCITRAL Implementing Regulations is in England and it will not have any establishment (as defined in each of the Onshored EIR and the UNCITRAL Implementing Regulations) other than in England;
- (l) that, in order to enable the Security Trustee to ascertain the principal amount of the Notes of each Class, the number of Class Y Certificates or the number of Class R Certificates for the time being outstanding for any of the purposes referred to in the proviso to the definition of outstanding in the Master Definitions and Construction Schedule, the Issuer will deliver to the Security Trustee forthwith upon being so requested in writing by the Security Trustee (upon being provided with the relevant information from the Registrar) a certificate in writing signed by two directors of the Issuer setting out the total number and aggregate principal amount of Notes of each Class, the total number of Class Y Certificates or the total number of Class R Certificates and which are at the date of such certificate held by, for the benefit of, or on behalf of, the Issuer, any holding company of the Issuer or any other Subsidiary of such holding company;
- (m) that it will not hold save to the extent permitted by or provided in the Transaction Documents, any capital assets;
- (n) that it is not a director of any company;
- (o) it will keep any relevant notification pursuant to the Data Protection Act current and up to date;
- (p)
  - (i) that, in respect of each accounting period of the Issuer, the only amounts retained by the Issuer have been and will be its profit as provided for in the Cash Management Agreement (the **Issuer's Profit**) and amounts reasonably required to provide for losses or expenses arising from its business or to maintain or enhance its creditworthiness; and
  - (ii) that, in respect of all amounts received by the Issuer pursuant to any Transaction Document, the Issuer has a corresponding obligation to pay out an equal amount by way of cost or expense owing to a third party, less an amount equal to the Issuer's Profit and RA (as defined in Regulation 11 of the Securitisation Regulations), within 18 months; and
- (q) the Issuer's Profit has been determined by the directors of the Issuer on the basis of due consideration of all relevant corporate and regulatory matters as being an adequate commercial return for the risks undertaken by the Issuer in entering into the transactions pursuant to and in accordance with the Transaction Documents.

## **21.4 Form MR01**

The Issuer shall make a filing or shall procure that a filing is made with the Registrar of Companies of a duly completed Form MR01 in respect of itself together with a certified redacted copy of the executed original of this Deed and each Scottish Supplemental Charge and Scottish Sub-Security, in each case within the applicable time limit.

## **22. PROVISIONS SUPPLEMENTAL TO THE TRUSTEE ACT 1925 AND THE TRUSTEE ACT 2000**

### **22.1 Powers of Security Trustee**

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Trustee in relation to the trusts constituted by this Deed. Where there are any inconsistencies between the Trustee Act 1925, the Trustee Act 2000 and the provisions of this Deed, the provisions of this Deed shall, to the extent allowed by law, prevail.

By way of supplement to the Trustee Act 1925 and the Trustee Act 2000 it is expressly declared as follows:

- (a) the Security Trustee may in relation to this Deed or any of the other Transaction Documents rely or act on the opinion or advice of, or a certificate or any information obtained from, any lawyer, banker, valuer, surveyor, securities company, broker, auctioneer, accountant or other expert in the United Kingdom or elsewhere, whether obtained by the Security Trustee, any Receiver or any other party and shall not be responsible for any loss occasioned by so acting or relying (notwithstanding that such opinion, advice, certificate or information may contain a cap or other limitation (monetary or otherwise) on the Liability of any person or limits the scope and/or basis of such advice, report, opinion or information);
- (b) any such opinion, advice, certificate or information may be sent or obtained by letter, telegram, facsimile reproduction, electronic mail or in any other form and the Security Trustee shall not be liable for acting in good faith on any opinion, advice, certificate or information purporting to be so conveyed although the same shall contain some error or shall not be authentic;
- (c) the Security Trustee (i) shall (save as expressly otherwise provided in this Deed or any of the other Transaction Documents) as regards all rights, powers, authorities and discretions vested in it by this Deed or any of the other Transaction Documents, or by operation of law, have absolute and uncontrolled discretion as to the exercise or non-exercise thereof and (ii) may at its discretion and without notice, take such proceedings and/or other steps as it may think fit against the Issuer or any other person or party to any of the Transaction Documents to enforce the provisions of the Notes or the Certificates and any of its rights under this Deed or any other Transaction Document in such manner as it thinks fit;
- (d) the Security Trustee shall be at liberty to place this Deed and all deeds and other documents relating to this Deed with any bank or banking company, or lawyer or firm of lawyers believed by it to be of good repute, in any part of the world, and the Security Trustee shall not be responsible for or be required to insure against any loss incurred in connection with any such deposit and the Issuer shall pay all sums required to be paid on account of or in respect of any such deposit;
- (e) the Security Trustee may, in the conduct of its trust business, instead of acting personally, employ and pay an agent to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Security Trustee

(including the receipt and payment of money). Subject to Clause 23.2 (Delegation), the Security Trustee (except where such agent is an affiliate or associated company of, the Security Trustee) shall not be responsible for any misconduct, omission or default on the part of any person appointed by it in good faith hereunder or be bound to supervise the proceedings or acts of any such persons;

- (f) where it is necessary or desirable for any purpose in connection with this Deed to convert any sum from one currency to another it shall (unless otherwise provided by this Deed or required by law) be converted at such rate or rates in accordance with such method and as at such date for the determination of such rate of exchange, as may be specified by the Security Trustee in its absolute discretion but having regard to current rates of exchange if available and the Security Trustee shall not be liable for any loss occasioned by the said conversion under this paragraph (f);
- (g) subject to Clause 23.5 (Consent of Security Trustee), any consent or approval given by the Security Trustee for the purposes of this Deed or any of the other Transaction Documents may be given on such terms and subject to such conditions (if any) as the Security Trustee thinks fit and, notwithstanding anything to the contrary contained in this Deed or any of the other Transaction Documents, may be given retrospectively;
- (h) the Security Trustee shall be entitled to rely upon a certificate signed by two directors of the Issuer and/or two authorised signatories of any other person, believed by it to be genuine, in respect of every matter and circumstance for which a certificate is expressly provided for under this Deed or the other Transaction Documents and to call for and rely upon a certificate of the Issuer or any other person reasonably believed by it to be genuine as to any other fact or matter *prima facie* within the knowledge of the Issuer or such person as sufficient evidence of the same without being required to make any further investigation in respect thereof and the Security Trustee shall not be bound in any such case to call for further evidence or be responsible for any loss, Liability, costs, damages, expenses or inconvenience that may be caused by it failing to do so;
- (i) the Security Trustee shall not be responsible for acting upon any resolution in writing or resolution purporting to have been passed at any meeting of the Noteholders or Certificateholders in respect whereof minutes have been made and purporting to have been signed by the chairman thereof, even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Noteholders or Certificateholders;
- (j) the Security Trustee may call for any certificate or other document to be issued by Euroclear or Clearstream, Luxembourg as to the Principal Amount Outstanding of Notes or the number of Certificates standing to the account of any person. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's Cedcom system) in accordance with its usual procedures and in which the holder of a particular Principal Amount Outstanding of Notes, a particular number of Class Y Certificates or a particular number of Class R Certificates is clearly identified together with the amount of such holding. The Security Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by Euroclear or Clearstream, Luxembourg and subsequently found to be forged or not authentic;
- (k) the Security Trustee shall have no responsibility for the maintenance of any rating of the Rated Notes by the Rating Agencies or any other person;

- (l) the Security Trustee shall not be liable for any error of judgment made in good faith by any officer or employee of the Security Trustee assigned by the Security Trustee to administer its corporate trust matters;
- (m) no provision of this Deed or any other Transaction Document shall require the Security Trustee to expend or risk its own funds or otherwise incur any financial Liability in the performance of any of its duties or in the exercise of any of its rights or powers or otherwise in connection with this Deed or any other Transaction Document (including, without limitation, forming any opinion or employing any legal, financial or other adviser), if it shall believe that repayment of such funds or adequate indemnity against such risk or Liability is not assured to it;
- (n) Notwithstanding anything else contained in these presents or the other Transaction Documents, the Security Trustee may refrain from doing anything which would or might in its opinion be contrary to any law of any jurisdiction or any directive or regulation of any agency of any state or which would or might otherwise render it liable to any person and may do anything which is, in its opinion, necessary to comply with any such law, directive or regulation;
- (o) the Security Trustee shall not (unless and to the extent ordered to do so by a court of competent jurisdiction) be required to disclose to any Secured Creditor any information made available to the Security Trustee by the Issuer in connection with the trusts of this Deed or the other Transaction Documents and no Secured Creditor shall be entitled to take any action to obtain from the Security Trustee any such information;
- (p) the Security Trustee may appoint and pay any person to act as a custodian or nominee on any terms in relation to such assets of the trust as the Security Trustee may determine, including for the purpose of depositing with a custodian this Deed or any documents relating to the trusts created hereunder. The Security Trustee shall not be responsible for any misconduct, omission or default on the part of any person appointed by it in good faith hereunder or be bound to supervise the proceedings or acts of any such persons;
- (q) unless notified to the contrary, the Security Trustee shall be entitled to assume without enquiry (other than requesting a certificate pursuant to paragraph (l) of Clause 21.3 (Positive Covenants)) that no Notes or Certificates are held by, for the benefit of, or on behalf of, the Issuer, any holding company of the Issuer or any other Subsidiary of such holding company;)
- (r) the Security Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any Note or Certificate purporting to be such and subsequently found to be forged or not authentic;
- (s) the Security Trustee shall not be responsible for any loss, liability, costs, damages, expenses or inconvenience occasioned to the Security however caused, whether by an act or omission of the Issuer or any other party to the Transaction Documents or any other person (including any bank, broker, depositary, or other intermediary or any clearing system or operator thereof) acting in accordance with or contrary to the provisions of any Transaction Documents or otherwise and irrespective of whether the Security is held by or to the order of any such persons;
- (t) the Security Trustee shall not be under any obligation to insure any of the Security or any deeds or documents of title or other evidence in respect of the Security or to require any other person to maintain any such insurance or monitor the adequacy of any such insurance and shall not be responsible for any loss, liability, costs, damages, expenses or

inconvenience which may be suffered by any person as a result of the lack of or inadequacy of any such insurance;

- (u) the Security Trustee will not be liable for any decline in value nor any loss realised upon any sale or other disposition pursuant to this Deed of, any of the Charged Assets. In particular and without limitation, the Security Trustee shall not be liable for any such decline, loss or Liability directly or indirectly arising from its acting or failing to act as a consequence of an opinion reached by it in good faith based on advice received by it in accordance with this Deed and the Conditions or the Certificates Conditions;
- (v) the Security Trustee shall have no responsibility whatsoever to the Issuer or Secured Creditors as regards any deficiency which might arise because the Security Trustee is subject to any Tax in respect of all or any of the Charged Assets, the income therefrom or the proceeds thereof;
- (w) it is a term of the trust created in these presents, that, except where expressly provided otherwise in the Transaction Documents, any information provided to the Security Trustee under the terms of the Transaction Documents is for information purposes only and the Security Trustee will not and is not expected to routinely review or monitor such information;
- (x) the Security Trustee shall not be responsible for:
  - (i) identifying the occurrence of a Perfection Event or a Servicer Termination Event and shall assume that no such event has occurred unless notified thereof by the Servicer in accordance with the provisions of clause 20 (Covenants and Representations of the Servicer) of the Servicing Agreement;
  - (ii) serving a Servicer Termination Notice, unless notified by the Servicer or the Issuer of the circumstances entitling it to serve such notice; or
  - (iii) analysing the circumstances which have informed the Servicer or the Issuer when notifying the Security Trustee of a Servicer Termination Event;
- (y) in connection with the Security Trustee's entitlement to take action to terminate the appointment of the Servicer, the Security Trustee:
  - (i) will not be responsible for carrying out the role of Servicer itself during the time the Issuer is attempting to identify such replacement Servicer or thereafter if the Issuer is unable to find such replacement; and
  - (ii) will not be required to take any action to find a replacement Servicer;
- (z) the Security Trustee shall be entitled to assume that (i) no event has occurred which is a breach of the Servicer's obligations under the Servicing Agreement and (ii) no event has occurred which would, under the terms of the Servicing Agreement or other Transaction Documents, lead to the replacement of the Servicer, unless it is told otherwise as specified in the Transaction Documents;
- (aa) notwithstanding anything in these presents or any other Transaction Document to the contrary, the Security Trustee shall not do, or be authorised or required to do, anything which might constitute a regulated activity for the purpose of FSMA, unless it is authorised under FSMA to do so;



- (bb) the Security Trustee shall have the discretion at any time:
- (i) to delegate any of the functions which fall to be performed by an authorised person under FSMA to any other agent or person which also has the necessary authorisations and licences; and
  - (ii) to apply for authorisation under FSMA and perform any or all such functions itself if, in its absolute discretion, it considers necessary, desirable or appropriate to do so;
- (cc) nothing in these presents shall require the Security Trustee to assume an obligation of the Issuer arising under any provisions of the listing, prospectus, disclosure or transparency rules (or equivalent rules of any other competent authority besides the Financial Conduct Authority);
- (dd) any liability of the Security Trustee arising under the Transaction Documents shall be limited to the amount of actual loss suffered (such loss shall be determined as at the date of default of the Security Trustee or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Security Trustee at the time of entering into the Transaction Documents, or at the time of accepting any relevant instructions, which increase the amount of the loss. In no event shall the Security Trustee be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive or consequential damages, whether or not the Security Trustee has been advised of the possibility of such loss or damages and regardless of whether the claim for damages is made in negligence, for breach of contract or otherwise. This Paragraph shall not apply in the event that a court with jurisdiction determines that the Security Trustee has acted fraudulently or to the extent the limitation of such liability would be precluded by virtue of sections 750 and 751 of the Companies Act 2006;
- (ee) the Security Trustee shall be entitled to take into account, for the purpose of exercising or performing any right, power, trust, authority, duty or discretion under or in relation to these presents or any other Transaction Document (including, without limitation, any consent, approval, modification, waiver, authorisation or determination referred to in Clause 23.7 (Modification ), Clause 23.8 (Additional Right of Modification) and Clause 23.9 (Authorisation or Waiver of Breach)), among other things, to the extent that it considers, in its sole and absolute discretion, it is necessary and/or appropriate and/or relevant, any confirmation provided by the Rating Agencies (whether or not such confirmation is addressed to, or provides that it may be relied upon by, the Security Trustee and irrespective of the method by which such confirmation is conveyed) that the then current rating by it of the Rated Notes would not be downgraded, withdrawn or qualified by such exercise or performance; and
- (ff) where a provision of these presents or the Transaction Documents expressly provides for a confirmation by Rating Agencies to be delivered to the Security Trustee but the Rating Agencies are not willing to issue such a confirmation due to their then prevailing policy regarding the issue of rating confirmations, the Security Trustee shall be entitled to rely on a certificate in writing from (or on behalf of) the Issuer that, in its opinion (and where the Rating Agencies were prepared to consult with the Issuer (or a party on behalf of the Issuer) that this opinion is based on consultation with the Rating Agencies), such exercise or performance would not cause a downgrade to the then current credit ratings of the Rated Notes by the Rating Agencies, and the Security Trustee shall have no responsibility or liability whatsoever for relying on such certificate, notwithstanding that the Rating Agencies may subsequently downgrade, qualify or withdraw the then current rating of the Rated Notes.

## **22.2 Representations and Warranties, etc**

The Security Trustee shall not be responsible for any recitals or statements or warranties or representations of any party (other than the Security Trustee) contained herein or in any other Transaction Document or any other document entered into in connection therewith and may assume the accuracy and correctness thereof and shall not be responsible for the execution, legality, effectiveness, adequacy, genuineness, validity or enforceability or admissibility in evidence of any such agreement or other document or any trust or security thereby constituted or evidenced. The Security Trustee may accept without enquiry, requisition or objection such title as they may have to the Charged Assets or any part thereof from time to time and shall not be required to investigate or make any enquiry into the title of the Issuer to the Charged Assets or any part thereof from time to time whether or not any default or failure is or was known to the Security Trustee or might be, or might have been, discovered upon examination, inquiry or investigation and whether or not capable of remedy. Notwithstanding the generality of the foregoing, each Secured Creditor shall be solely responsible for making its own independent appraisal of and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer, and the Security Trustee shall not at any time have any responsibility for the same and each Secured Creditor shall not rely on the Security Trustee in respect thereof.

## **22.3 Perfection**

The Security Trustee shall not be bound to give notice to any person of the execution of this Deed nor shall it be liable for any failure, omission or defect in perfecting the Security intended to be constituted hereby or pursuant hereto including, without prejudice to the generality of the foregoing:

- (a) failure to obtain any licence, consent or other authority for the execution of the same;
- (b) failure to register the same in accordance with the provisions of any of the documents of title of the Issuer to any of the Charged Assets; and
- (c) failure to effect or procure registration of or otherwise protect any of the Transaction Documents by registering the same under any registration laws in any territory, or by registering any notice, caution or other entry prescribed by or pursuant to the provisions of the said laws.

## **22.4 Enforceability, etc.**

The Security Trustee shall not be responsible for the genuineness, validity or effectiveness of any of the Transaction Documents or any other documents entered into in connection therewith or any other document or any obligations or rights created or purported to be created thereby or pursuant thereto or any Security or the priority thereof constituted or purported to be constituted by or pursuant to this Deed or any of the Transaction Documents, nor shall it be responsible or liable to any person because of any invalidity of any provision of such documents or the unenforceability thereof, whether arising from statute, law or decision of any court and (without prejudice to the generality of the foregoing) the Security Trustee shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for:

- (a) the nature, status, creditworthiness or solvency of the Issuer;
- (b) the title, ownership, value, sufficiency, enforceability, unsuitability, inadequacy, unfitness or existence of any Charged Assets or any security (howsoever described) relating thereto as security for the Secured Obligations;

- (c) the execution, legality, validity, adequacy, admissibility in evidence or enforceability of this Deed or any other Transaction Document comprised within the Charged Assets or any other document entered into in connection therewith;
- (d) the registration, recording, filing, protection or perfection of any security relating to this Deed or the other Transaction Documents relating to the Charged Assets or the priority of the security thereby created whether in respect of any initial advance or any subsequent advance or any other sums or liabilities;
- (e) the scope or accuracy of any representations, warranties or statements made by or on behalf of the Issuer or any other person or entity who has at any time provided any Transaction Document comprised within the Charged Assets or in any document entered into in connection therewith;
- (f) the performance or observance by the Issuer or any other person with any provisions of this Deed or any other Transaction Document comprised within the Charged Assets or in any document entered into in connection therewith or the fulfilment or satisfaction of any conditions contained therein or relating thereto or as to the existence or occurrence at any time of any default, event of default or similar event contained therein or any waiver or consent which has at any time been granted in relation to any of the foregoing;
- (g) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection with the Charged Assets;
- (h) the title of the Issuer to any of the Charged Assets;
- (i) the failure to effect or procure registration of or to give notice to any person in relation to or otherwise protect the security created or purported to be created by or pursuant to this Deed or other documents entered into in connection therewith;
- (j) the failure to call for delivery of documents of title to or require any transfers, assignments, assignments, legal mortgages, standard securities, charges or other further assurances in relation to any of the assets the subject matter of any of this Deed or any other document; or
- (k) any other matter or thing relating to or in any way connected with this Deed or the Charged Assets or any document entered into in connection therewith whether or not similar to the foregoing.

## **22.5 No Supervision**

Subject to the provisions allowing the Security Trustee to appoint agents and delegates, the Security Trustee shall be under no obligation to monitor or supervise the respective functions of the Account Bank under the Bank Account Agreement, the Cash Manager under the Cash Management Agreement or the Servicer or the Back-up Servicer Facilitator under the Servicing Agreement or of any other person under or pursuant to any of the other Transaction Documents. In the absence of actual knowledge of a breach of obligation, the Security Trustee shall be entitled to assume that each such person is properly performing and complying with its obligations.

## **22.6 No Liability**

Subject to the provisions of Clause 22.10 (No Indemnity), the Security Trustee shall not be liable or responsible for any Liability or inconvenience which may result from anything done or omitted to be done by it under this Deed or any of the other Transaction Documents.

## **22.7 Conclusive and Binding Determinations**

The Security Trustee as between itself and the Secured Creditors shall have full power to determine all questions and doubts arising in relation to any of the provisions of this Deed and the other Transaction Documents and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Security Trustee, shall be conclusive and shall bind the Security Trustee and the Secured Creditors.

## **22.8 Use of Proceeds**

The Security Trustee shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes.

## **22.9 Material Prejudice**

The Security Trustee may determine whether or not any event, matter or thing is, in its opinion, materially prejudicial to the interests of the Noteholders (or any class thereof) or the Certificateholders and if the Security Trustee shall certify that any such event, matter or thing is, in its opinion, materially prejudicial, such certificate shall be conclusive and binding upon the Secured Creditors and the Security Trustee shall not be responsible for any Liability incurred by the Issuer or any Secured Creditor as a result of such determination.

## **22.10 No Indemnity**

None of the provisions of this Deed shall, in any case in which the Security Trustee has failed to show the degree of care and diligence required of it as security trustee of this Deed, having regard to the provisions of this Deed and any of the other Transaction Documents conferring on the Security Trustee any powers, authorities or discretions, relieve or indemnify the Security Trustee against any liability which by virtue of any rule of law would otherwise attach to it in respect of any fraud, gross negligence or wilful default of which it may be guilty in relation to its duties under this Deed.

## **23. SUPPLEMENTAL PROVISIONS REGARDING THE SECURITY TRUSTEE**

### **23.1 Assumption of No Default**

Except as herein otherwise expressly provided, the Security Trustee shall be and is hereby authorised to assume without enquiry, and it is hereby declared to be the intention of the Security Trustee that it shall assume without enquiry, that the Issuer and each of the other parties thereto is duly performing and observing all the covenants, undertakings and provisions contained in this Deed and the other Transaction Documents to be performed and observed on their parts and that no event has occurred which constitutes an Event of Default or which would cause a right or remedy to become exercisable, whether by the Issuer or the Security Trustee, under or in respect of any of the Transaction Documents.

### **23.2 Delegation**

The Security Trustee may, in the execution of all or any of the trusts, powers, authorities and discretions vested in it by this Deed or any of the other Transaction Documents, act by responsible officers or a responsible officer for the time being of the Security Trustee. The Security Trustee may also, whenever it thinks expedient in the interests of the Secured Creditors, whether by power of attorney or otherwise, delegate to any person or persons all or any of the trusts, rights, powers, duties, authorities and discretions vested in it by this Deed or any of the other Transaction Documents. Any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Security Trustee may think fit in the interests of

the Secured Creditors or any of them and, **provided that** the Security Trustee shall have exercised reasonable care in the selection of such delegate and, where a power to sub-delegate has been given, to request that the delegate to exercise reasonable care in the selection of any sub-delegate, the Security Trustee shall not be bound to supervise the proceedings of, or be responsible for any loss or Liability incurred by any misconduct, omission or default on the part of, such delegate or sub-delegate.

### **23.3 Commercial Transactions**

The Security Trustee shall not, and no director, officer or employee of any corporation being a trustee hereof shall, by reason of the fiduciary position of the Security Trustee, be in any way precluded from making any contracts or entering into any transactions in the ordinary course of business with the Issuer or Holdings or any other Subsidiary of Holdings or any other party to the Transaction Documents or from accepting the trusteeship of any stock, shares, debenture stock, debentures or securities of any such person. Without prejudice to the generality of the foregoing, it is expressly declared that such contracts and transactions include any contract or transaction in relation to the placing, underwriting, purchasing, subscribing for or dealing with or lending money upon or making payments in respect of any stock, shares, debenture stock, debentures or other securities of the Issuer or Holdings or any other Subsidiary of Holdings or any other party to the Transaction Documents or any contract of banking or insurance with the Issuer or Holdings or any other Subsidiary of Holdings or any other party to the Transaction Documents. Neither the Security Trustee nor any such director or officer of the Security Trustee shall be accountable to any of the Secured Creditors or the Issuer or Holdings for any profit, fees, commissions, interest, discounts or share of brokerage earned, arising or resulting from any such contracts or transactions. The Security Trustee and any such director, officer or employee shall be at liberty to retain the same for its or his own benefit.

### **23.4 Additional Powers**

The powers conferred by or pursuant to this Deed upon the Security Trustee shall be in addition to any powers which may from time to time be vested in it by general law.

### **23.5 Consent of Security Trustee**

If a request is made to the Security Trustee by the Issuer or any other person to give its consent or approval to any event, matter or thing, then:

- (a) if the Transaction Document specifies that the Security Trustee is required to give its consent or approval to that event, matter or thing if certain specified conditions are satisfied in relation to that event, matter or thing, then the Security Trustee shall give its consent or approval to that event, matter or thing upon being satisfied that those specified conditions have been satisfied; and
- (b) in any other case, the Security Trustee may give its consent or approval if to do so would not, in its opinion, be materially prejudicial to the interests of the Noteholders and the Certificateholders.

### **23.6 Interests of Secured Creditors**

Where the Security Trustee is required to have regard to the interests of any Secured Creditor (other than the Noteholders or the Certificateholders), the Security Trustee may consult with such Secured Creditor and may rely on the written confirmation of such Secured Creditor as to whether any act, matter or thing is or is not in the interests of, or materially prejudicial to the interests of, such Secured Creditor.

### 23.7 **Modification**

- (a) The Security Trustee (acting on the directions of the Note Trustee), may from time to time and at any time, only with the written consent of the Secured Creditors which are a party to the relevant Transaction Documents and after the Issuer having notified the Rating Agencies but without any consent or sanction of the Noteholders or the Certificateholders or any other Secured Creditors, concur with the Issuer and any other person to any modification:
  - (i) to the Conditions, the Certificates Conditions or the Transaction Documents, other than in respect of a Basic Terms Modification and, to the extent such modification affects a Class Y Certificates Entrenched Right or a Class R Certificates Entrenched Right only with the prior written consent of the Class Y Certificateholders or Class R Certificateholders, as applicable, acting on the directions of the Note Trustee (acting in accordance with the Trust Deed), so long as there are any Notes or Certificates outstanding or all the Secured Creditors, if there are no Notes or Certificates outstanding **provided that** the Note Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the holders of the Most Senior Class or if there are no Notes or Certificates outstanding, the interests of the Note Trustee or the Security Trustee; or
  - (ii) to the Conditions, the Certificates Conditions or to any of the Transaction Documents which in the Note Trustee's opinion is of a formal, minor or technical nature or to correct a manifest error.
- (b) Any such modification may be made on such terms and subject to such conditions (if any) as the Security Trustee (acting on the directions of the Note Trustee) may determine. Each Secured Creditor agrees that such modification shall be binding on it and, unless the Security Trustee otherwise agrees, notice thereof shall be given by the Cash Manager to the Rating Agencies and the other Secured Creditors as soon as practicable thereafter.

### 23.8 **Additional Right of Modification**

Notwithstanding the provisions of Clauses 23.7(a) and 23.7(b) but provided that there are Notes or Certificates outstanding, each of the Security Trustee and the Note Trustee shall be obliged, without any consent or sanction of the Noteholders or the Certificateholders, or any of the other Secured Creditors, to concur with the Issuer and any other person in making any modification (other than in respect of a Basic Terms Modification and, to the extent such modification affects a Class Y Certificates Entrenched Right or a Class R Certificates Entrenched Right only with the prior consent of the Class Y Certificateholders or Class R Certificateholders, as applicable) to the Conditions, the Certificates Conditions, these presents or any other Transaction Document to which it is a party or in relation to which it holds security that the Issuer considers necessary:

- (a) for the purpose of complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time, provided that:
  - (i) the Issuer certifies in writing to each of the Security Trustee and the Note Trustee that such modification is reasonably necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria; and
  - (ii) in the case of any modification to a Transaction Document proposed by any of the Account Bank or the Cash Manager in order (x) to remain eligible to perform its role in such capacity in conformity with such criteria and/or (y) to take action which is required to take under the new criteria or to avoid taking action which it would

otherwise be required to take to enable it to continue performing such role (including, without limitation, posting collateral or advancing funds),

the Account Bank or the Cash Manager, as the case may be, certifies in writing to the Issuer or each of the Security Trustee and the Note Trustee that such modification is necessary for the purposes described in paragraph (ii)(x) and/or (y) above (and in the case of a certification provided to the Issuer, the Issuer shall certify to each of the Security Trustee and the Note Trustee that it has received the same from the Account Bank or the Cash Manager, as the case may be);

- (b) to comply with, implement or reflect any changes in the requirements (including, but not limited to, risk retention, transparency and/or investor due diligence) of, or to enable the Issuer or any other transaction party to comply with an obligation under, the UK Securitisation Regulation or the EU Securitisation Regulation, together with any relevant laws, regulations, technical standards, rules, other implementing legislation, official guidance or policy statements, in each case as amended, varied or substituted from time to time after the Closing Date, provided that the Issuer certifies to each of the Security Trustee and the Note Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- (c) for the purpose of enabling the Notes to be (or to remain) listed on Euronext Dublin, provided that the Issuer certifies to each of the Security Trustee and the Note Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- (d) for the purposes of enabling the Issuer or any of the other transaction parties to comply with FATCA (or any voluntary agreement entered into with a taxing authority in relation thereto), provided that the Issuer or the relevant transaction party, as applicable, certifies to each of the Security Trustee and the Note Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- (e) to comply with any changes in the requirements of the UK CRA Regulation or the EU CRA Regulation after the Closing Date including as a result of the adoption of regulatory technical standards in relation to the UK CRA Regulation or EU CRA Regulation or regulations or official guidance in relation thereto, provided that the Issuer certifies to each of the Security Trustee and the Note Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect,

(the certificate to be provided by the Issuer or the relevant transaction party, as the case may be, pursuant to paragraphs (a) to (e) above being a **Modification Certificate**); or

- (f) to change the reference rate or the base rate that then applies in respect of the Notes to an alternative base rate (including where such base rate may remain linked to SONIA but may be calculated in a different manner), (any such rate, which may include an alternative screen rate, an **Alternative Base Rate**) and making such other amendments as are necessary or advisable in the commercially reasonable judgement of the Issuer to facilitate such change (a **Base Rate Modification**), provided that the Issuer provides a certificate to the Note Trustee and the Security Trustee certifying (such certificate, a **Base Rate Modification Certificate**) that:
  - (i) such Base Rate Modification is being undertaken due to any one or more of the following:

- (A) an alternative manner of calculating a SONIA-based rate being introduced and becoming a standard means of calculating interest for similar transactions;
  - (B) a material disruption to SONIA, an adverse change in the methodology of calculating SONIA or SONIA ceasing to exist or be published;
  - (C) the insolvency or cessation of business of the SONIA administrator (in circumstances where no successor SONIA administrator has been appointed);
  - (D) a public statement by the SONIA administrator that it will cease publishing SONIA permanently or indefinitely (in circumstances where no successor SONIA administrator has been appointed that will continue publication of SONIA);
  - (E) a public statement by the supervisor of the SONIA administrator that SONIA has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;
  - (F) a public statement by the supervisor of the SONIA administrator that means SONIA may no longer be used or that its use is subject to restrictions or adverse consequences; or
  - (G) the reasonable expectation of the Issuer that any of the events specified in paragraphs (A) to (F) above will occur or exist within six months of the proposed effective date of such Base Rate Modification; and
- (ii) such Alternative Base Rate is:
- (A) a base rate published, endorsed, approved or recognised by the Bank of England, the Financial Conduct Authority or the Prudential Regulatory Authority or any stock exchange on which the Notes are listed (or any relevant committee or other body established, sponsored or approved by any of the foregoing);
  - (B) a base rate utilised in a material number of publicly listed new issues of Sterling-denominated asset-backed floating rate notes prior to the effective date of such Base Rate Modification; or
  - (C) such other base rate as the Issuer reasonably determines (to preserve, so far as reasonably and commercially practicable, what would have been the expected Floating Rate of Interest applicable to the Most Senior Class of Notes) or which is proposed by any holder of the Most Senior Class of Notes then outstanding or any holder of the Class R Certificates then in issue.

For the avoidance of doubt, the Issuer may propose an Alternative Base Rate on more than one occasion, provided that the conditions set out in this paragraph (f) are satisfied,

**provided that** (in the case of each of the paragraphs (a) to (f) above):



- (i) at least 30 calendar days' prior written notice of any such proposed modification has been given to each of the Security Trustee, the Note Trustee and the Agent Bank;
- (ii) the Modification Certificate or Base Rate Modification Certificate (as applicable) in relation to such modification shall be provided to each of the Security Trustee and the Note Trustee both at the time each of the Security Trustee and the Note Trustee is notified of the proposed modification and on the date that such modification takes effect and the Note Trustee and the Security Trustee shall be entitled to rely on any such Modification Certificate or Base Rate Modification Certificate absolutely without liability and enquiry;
- (iii) the consent of each Secured Creditor (other than any Noteholder or Certificateholder) which is party to the relevant Transaction Document, or which, as a result of the relevant modification would be further contractually subordinated to any Secured Creditor than would otherwise have been the case prior to such modification, has been obtained; and
- (iv) the Issuer pays all costs and expenses (including legal fees) incurred by the Issuer and each of the Security Trustee and the Note Trustee in connection with such modification;

and **provided further** that:

- (v) either:
  - (A) the Issuer obtains from each of the Rating Agencies written confirmation that such modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Rated Notes by such Rating Agency or (y) such Rating Agency placing any Rated Notes on rating watch negative (or equivalent); or
  - (B) the Issuer certifies in the Modification Certificate or Base Rate Modification Certificate (as applicable) that it has informed the Rating Agencies of the proposed modification and none of the Rating Agencies has indicated that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Rated Notes by such Rating Agency or (y) such Rating Agency placing any Rated Notes on rating watch negative (or equivalent); and
- (vi) (I) the Issuer has provided at least 30 calendar days' notice to the Noteholders of each Class and the Certificateholders of the proposed modification in accordance with Condition 15 (*Notice to Noteholders*) or Certificates Condition 14 (*Notice to Certificateholders*) (as applicable) and by publication on Bloomberg on the "Company News" screen relating to the Notes or the Certificates, and (II) neither Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding nor Certificateholders representing 10 per cent. by number of the Class R Certificates then in issue) have notified the Note Trustee in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes or the Certificates, as applicable, may be held) within such notification period notifying the Note Trustee that such Noteholders or the Certificateholders, as applicable, do not consent to the modification.

If either Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding or Certificateholders representing at least 10 per cent. by number of the Class R Certificates then in issue have notified the Note Trustee in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes or Certificates, as

applicable, may be held) within the notification period referred to above that they do not consent to the modification, then such modification will not be made unless an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes then outstanding (if such notification was received from Noteholders of the Most Senior Class of Notes then outstanding) and/or an Extraordinary Resolution of the Class R Certificateholders (if such notification was received from the Class R Certificateholders), as applicable, is passed in favour of such modification in accordance with the Conditions or the Certificates Conditions, as applicable.

Objections made in writing other than through the applicable clearing system must be accompanied by evidence to the Note Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes or the relevant Certificateholder's holding of the Certificates, as applicable.

- (g) When implementing any modification pursuant to this Clause 23.8, each of the Security Trustee and the Note Trustee shall not consider the interests of the Noteholders, the Certificateholders, any other Secured Creditor or any other person and shall act and rely solely and without further investigation on any certificate or evidence provided to it by the Issuer or the relevant transaction party, as the case may be, pursuant to this Clause 23.8 and shall not be liable to the Noteholders, the Certificateholders, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person.
- (h) Each of the Security Trustee and the Note Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Security Trustee or the Note Trustee would have the effect of (i) exposing the Security Trustee or the Note Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protections, of the Security Trustee or the Note Trustee in the Transaction Documents and/or the Conditions and/or the Certificates Conditions.
- (i) Any such modification effected pursuant to this Clause 24.8 shall be binding on all Noteholders and Certificateholders and shall be notified by the Issuer as soon as reasonably practicable to:
  - (i) so long as any of the Rated Notes remain outstanding, each Rating Agency;
  - (ii) the Secured Creditors; and
  - (iii) the Noteholders and the Certificateholders in accordance with the Conditions and the Certificates Conditions, as applicable.

### **23.9 Authorisation or Waiver of Breach**

The Security Trustee may (acting on the direction of the Note Trustee), only with the written consent of the Secured Creditors which are a party to the relevant Transaction Documents but without the consent or sanction of the Noteholders, the Certificateholders or the other Secured Creditors, without prejudice to its right in respect of any further or other breach, from time to time and at any time authorise or waive, on such terms and conditions (if any) as shall seem expedient to it, any proposed or actual breach of any of the covenants or provisions contained in or arising pursuant to the Conditions, the Certificates Conditions or any of the Transaction Documents by any party thereto, but only if and in so far as in the sole opinion of the Note Trustee (acting in accordance with the Trust Deed) the interests of the Most Senior Class will not be materially prejudiced thereby. Any such authorisation or waiver shall be binding on the Secured Creditors and, unless the Security

Trustee otherwise agrees, notice thereof shall be given by the Issuer to the Secured Creditors and to the Rating Agencies as soon as practicable thereafter.

### **23.10 Incorporation by Reference**

The provisions of schedule 3 (Terms and Conditions of the Notes), schedule 4 (Terms and Conditions of the Certificates) and clause 30 (Substitution) of the Trust Deed shall be deemed to be incorporated *mutatis mutandis* in this Deed but (except as the context otherwise requires) as if references therein to the Note Trustee were to the Security Trustee other than the references therein to an Extraordinary Resolution of the Noteholders directing the Note Trustee to give a Note Acceleration Notice under Condition 10 (Events of Default).

## **24. REMUNERATION AND INDEMNIFICATION OF THE SECURITY TRUSTEE**

### **24.1 Remuneration**

The Issuer shall (subject as hereinafter provided) pay to the Security Trustee, by way of remuneration for its services as Security Trustee, such amount and payable on such dates as shall be agreed from time to time by exchange of letters between the Issuer and the Security Trustee. All such remuneration shall be payable in accordance with the Pre-Acceleration Revenue Priority of Payments or, as the case may be, the Post-Acceleration Priority of Payments. Such remuneration shall accrue from day to day from the date of this Deed and be payable (in priority to payments to Noteholders, the Certificateholders and any other Secured Creditors) up to and including the date when all of the Secured Obligations have been paid or discharged and the Security Trustee has released, reassigned and/or discharged the Charged Assets as provided in Clause 4.2 (On Payment or Discharge of Secured Obligations).

### **24.2 Additional Remuneration**

In the event of the occurrence of an Event of Default occurring or the Security Trustee considering it expedient or necessary or being requested by the Issuer to undertake any duties which the Security Trustee and the Issuer agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Security Trustee under this Deed or the other Transaction Documents, the Issuer shall pay to the Security Trustee at the Security Trustee's then applicable hourly rate such additional remuneration as shall be agreed between the Security Trustee and the Issuer at the relevant time. For the avoidance of doubt any duties in connection with the granting of waivers or modifications, the substitution of the Issuer or the taking of enforcement action and at any time during the period after the taking of such enforcement action shall be deemed to be of an exceptional nature.

### **24.3 VAT**

All sums of whatsoever nature which are payable by the Issuer under this Deed and which are now or at any time hereafter become subject to VAT or any similar turnover tax shall be deemed to be inclusive of VAT or any such similar turnover tax and section 89 of the Value Added Tax Act 1994 shall not apply to affect the amount payable.

### **24.4 Disputes**

In the event of the Security Trustee and the Issuer failing to agree:

- (a) (in a case to which Clause 24.1 (Remuneration) applies) upon the amount of any remuneration; or

- (b) (in a case to which Clause 24.2 (Additional Remuneration) applies) upon whether such duties are of an exceptional nature or otherwise outside the scope of the normal duties of the Security Trustee under this Deed or the other Transaction Documents or upon the amount of such additional remuneration,

such matters shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Security Trustee and approved by the Issuer or, failing such approval, nominated (on the application of the Security Trustee) by the President for the time being of the Law Society of England and Wales, (the expenses being involved in such nomination and the fees of such investment bank being payable by the Issuer), and the determination of any such investment bank shall be final and binding on the Issuer and the Security Trustee.

## **24.5 Expenses**

The Issuer shall also pay or discharge all Liabilities, including for the avoidance of doubt legal fees, which the Security Trustee or the Receiver of the Issuer may properly incur in relation to the negotiation, preparation and execution of, the exercise or attempted exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Deed, the Security and any of the other Transaction Documents to which the Security Trustee is a party including but not limited to travelling and legal expenses and any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Security Trustee or the Receiver of the Issuer in connection with any action taken or contemplated by or on behalf of the Security Trustee for enforcing, or resolving any doubt concerning, or for any other purpose in relation to, this Deed, the Security or any of the other Transaction Documents (including, in each case, any Irrecoverable VAT but excluding any Tax imposed on or calculated by reference to the fees, charges, commissions or other remuneration payable to the Security Trustee (or any Appointee) or the Receiver of the Issuer in respect thereof).

## **24.6 Indemnity**

Subject to Clause 22.10 (No Indemnity) and without prejudice to the right of indemnity by law given to trustees, the Issuer shall indemnify on demand the Security Trustee and the Receiver of the Issuer, on an after Tax basis, in respect of all Liabilities whether in contract, tort, delict or otherwise now or hereafter to which it (or any Appointee) may be or become liable or which may be properly incurred by it (or any such person as aforesaid) in the execution or purported execution of any of its trusts, duties, rights, powers, authorities and discretions hereunder or its functions under any such appointment or in respect of any other matter or thing done or omitted in any way relating to this Deed and any of the other Transaction Documents, or any such appointment (including, in each case, any Irrecoverable VAT in respect thereof) and the Security Trustee (and any Appointee) and the Receiver of the Issuer shall be entitled to be indemnified out of the Charged Assets in respect thereof save where the same arises as the result of the fraud, gross negligence or wilful default of the Security Trustee or its officers or employees and save that this indemnity shall not extend to any Tax imposed on or calculated by reference to the fees, charges, commissions or other remuneration payable to the Security Trustee (or any Appointee) or the Receiver of the Issuer. Following the giving of a Note Acceleration Notice, the Security Trustee may retain any part of any moneys in its hands arising from the trusts of these presents necessary to effect any indemnity and also to meet the remuneration of the Security Trustee hereinbefore provided and the Security Trustee shall have a lien on the Charged Assets for all moneys payable to it under these presents or howsoever otherwise. The Security Trustee shall not be entitled to be paid twice in respect of the same matter pursuant to this Clause 24.6.

The indemnity contained within this Clause shall survive the discharge and release of the whole or any part of the Charged Assets from the Security or the expiry or termination of this Deed and whether or not the Security Trustee is then the security trustee of these presents.

## 24.7 Interest

All sums payable by the Issuer under Clauses 24.4 (Disputes), 24.5 (Expenses) and 24.6 (Indemnity) shall be payable on the date specified in a demand by the Security Trustee and:

- (a) in the case of payments actually made by the Security Trustee prior to the demand, shall (if not paid within seven days of such demand) carry interest at the rate per annum equal to 1 per cent. per annum higher than the Bank of England Base Rate or 1 per cent. whichever is higher for the time being or, if the Security Trustee has incurred a borrowing to make such payment, at the rate of interest payable by the Security Trustee in respect of such borrowing, in each case from the first Business Day following the date of the same being demanded, or incurred, as the case may be, to the date of actual payment (**provided that** such demand shall be made on a Business Day, otherwise interest shall be payable from the second Business Day following the date of the demand to the date of actual payment); and
- (b) in all other cases, shall carry interest at such rate from the date thirty (30) days after the date of the same being demanded, (or where the demand specifies from the date of such demand) to the date of actual payment.

Any amounts payable pursuant to Clauses 24.1 (Remuneration) to 24.2 (Additional Remuneration) (inclusive) shall carry interest at the aforesaid rate from the due date thereof to the date of actual payment.

## 24.8 Stamp Duties

The Issuer shall, to the extent permitted by applicable United Kingdom law, pay all stamp duties and other duties or taxes, including for the avoidance of doubt any tax levied under the Stamp Act 1891 as amended and supplemented, (if any) payable on or arising out of or in consequence of:

- (a) the creation of the Security constituted by or pursuant to this Deed; and
- (b) the execution and delivery of this Deed and enforcement of its provisions or the Security and documents executed pursuant hereto and the other Transaction Documents.

## 24.9 Survival

Unless otherwise specifically stated in any discharge of this Deed, the provisions of this Clause 24 (Remuneration and Indemnification of the Security Trustee) shall continue in full force and effect notwithstanding such discharge and whether or not the Security Trustee is then the Security Trustee or notwithstanding the termination or expiry of this Deed and whether or not the Security Trustee is then the security trustee of these presents.

## 24.10 Payments

Notwithstanding anything else in this Clause 24 (Remuneration and Indemnification of the Security Trustee), prior to the enforcement of the Security any payments made by the Issuer to the Security Trustee pursuant to this Clause 24 will only be made on an Interest Payment Date or Early Redemption Date and at all times in accordance with, and subject to, the Priorities of Payments.

## **25. APPOINTMENT OF NEW SECURITY TRUSTEE AND REMOVAL OF SECURITY TRUSTEE**

### **25.1 Power of Issuer**

The power of appointing a new Security Trustee shall be vested in the Issuer, **provided that** such appointment must be approved by an Extraordinary Resolution of the Most Senior Class of Noteholders. A trust corporation may be appointed sole security trustee hereof but subject hereto there shall be at least two security trustees hereof. Any appointment of a new Security Trustee and any retirement or removal of an existing Security Trustee hereof shall as soon as practicable thereafter be notified by the Issuer to the Secured Creditors.

### **25.2 Power of Security Trustee**

Notwithstanding the provisions of Clause 25.1 (Power of Issuer), the Security Trustee may (as attorney for the Issuer) upon giving prior notice to the Issuer but without the consent of the Issuer or the Secured Creditors appoint any person established or resident in any jurisdiction (whether a trust corporation or not) to act either as a separate security trustee or as a co-trustee jointly with the Security Trustee:

- (a) if the Security Trustee considers such appointment to be in the interests of the Secured Creditors (or any of them);
- (b) for the purposes of conforming to any legal requirement, restrictions or conditions in any jurisdiction in which any particular act or acts are to be performed or any Charged Assets is or is to be located; or
- (c) for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction of either a judgment already obtained or any of the provisions of this Deed or any of the other Transaction Documents to which the Security Trustee is a party or obligations arising pursuant thereto or any of the security constituted by or pursuant to this Deed.

The Issuer hereby irrevocably appoints the Security Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment. Such a person shall (subject always to the provisions of this Deed or any of the other Transaction Documents to which the Security Trustee is a party) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Security Trustee by this Deed or any of the other Transaction Documents to which the Security Trustee is a party) and such duties and obligations as shall be conferred or imposed on it by the instrument of appointment. The Security Trustee shall have power in like manner to remove any such person. Such proper remuneration as the Security Trustee may pay to any such person, together with any attributable costs, charges and expenses incurred by it in performing its function as such separate trustee or co-trustee, shall for the purposes of this Deed be treated as costs, charges and expenses incurred by the Security Trustee.

### **25.3 Multiple Trustees**

Whenever there shall be more than two security trustees hereof, the majority of such security trustees shall (provided such majority includes a trust corporation) be competent to execute and exercise all the trusts, powers, authorities and discretions vested by this Deed and any of the other Transaction Documents in the Security Trustee generally.

## **25.4 Merger**

A corporation into which the Security Trustee for the time being may be merged or converted or a corporation with which the Security Trustee may be consolidated, or a corporation resulting from any merger, conversion or consolidation to which the Security Trustee is a party and sells or otherwise transfers all or substantially all the assets or the business of the Security Trustee shall, on the date when the merger, conversion, consolidation, sale or transfer becomes effective, to the extent permitted by applicable laws and subject to any credit rating requirements set out in this Deed, be the successor Security Trustee under this Deed without the execution or filing of any paper or any further act on the part of any of the parties to this Deed. Notice of any merger, conversion or consolidation shall forthwith be given to the Issuer and the Note Trustee.

## **26. RETIREMENT OF SECURITY TRUSTEE**

Any security trustee for the time being of this Deed may retire at any time upon giving not less than sixty (60) days' prior notice in writing to the Issuer without assigning any reason therefor and without being responsible for any costs resulting from such retirement. The holders of the Most Senior Class of Notes may, by Extraordinary Resolution, remove all trustee or trustees (but not some only) for the time being of this Deed and the Trust Deed. The retirement or removal of any security trustee shall not become effective unless there remains at least one security trustee hereof being a trust corporation in office upon such retirement or removal. The Issuer covenants that, in the event of a security trustee (being a sole security trustee or the only trust corporation) giving notice under this Clause 26 or being removed as referred to in Clause 25.1 (Power of Issuer), it shall use its best endeavours to procure a new security trustee of this Deed (being a trust corporation) to be appointed as soon as reasonably practicable thereafter. If the Issuer has not appointed a new security trustee prior to the expiry of the notice period given by the Security Trustee, the Security Trustee shall be entitled to nominate a replacement, being a Trust Corporation provided such appointment shall not take effect unless previously approved by Extraordinary Resolution of the holders of the Most Senior Class.

## **27. NOTICES AND DEMANDS**

### **27.1 Service of Notices**

Any notices to be given pursuant to this Deed to any of the parties hereto shall be sufficiently served if sent to the addresses given in Clause 27.2 (Address) by prepaid first class post, by hand or facsimile transmission or email and shall be deemed to have been given, made or served two days in the case of inland post or seven days in the case of overseas post after despatch and any notice or demand sent by facsimile transmission or email as aforesaid shall be deemed to have been given, made or served at the time of despatch provided that in the case of a notice or demand given by facsimile transmission a confirmation of transmission is received by the sending party and such notice or demand shall as soon as reasonably practicable be confirmed by post. The failure of the addressee to receive such confirmation shall not invalidate the relevant notice or demand given by facsimile transmission. Any notices to be given pursuant to this Deed to Noteholders and Certificateholders will be given in accordance with the relevant Conditions and Certificates Conditions.

### **27.2 Address**

The addresses referred to in this Clause 27 (Notices and Demands) are as follows:

- (a) in the case of the Master Servicer, Co-Arranger and Back-up Servicer Facilitator, to OneSavings Bank PLC, Reliance House, Sun Pier, Chatham, Kent ME4 4ET (email: [company.secretary@osb.co.uk](mailto:company.secretary@osb.co.uk)) for the attention of the Company Secretary;

- (b) in the case of the Seller and the Legal Title Holder, to Rochester Mortgages Limited, Reliance House, Sun Pier, Chatham, Kent ME4 4ET (email: company.secretary@osb.co.uk) for the attention of the Company Secretary;
- (c) in the case of the Cash Manager, to U.S. Bank Global Corporate Trust Limited at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR (email: mbs.erg.london@usbank.com) for the attention of MBS ERG Team;
- (d) in the case of the Principal Paying Agent, to Elavon Financial Services DAC, UK Branch at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, (email: agency.services.europe@usbank.com / mbs.erg.london@usbank.com ) for the attention of Dublin MBS / Agency Services ;
- (e) in the case of the Agent Bank, to Elavon Financial Services DAC, UK Branch at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, (email: agency.services.europe@usbank.com / mbs.erg.london@usbank.com) for the attention of Dublin MBS / Agency Services and MBS ERG London;
- (f) in the case of the Servicer, to Target Servicing Limited, Target House, Cowbridge Road East, Cardiff CF11 9AU (email: legal@targetgroup.com) for the attention of the Head of Legal, with any notice sent by email to the Servicer to be followed by a confirmation copy given by either pre-paid first class post or by hand;
- (g) in the case of the Issuer, to Rochester Financing No.3 PLC, 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (facsimile number 0207 398 6325, telephone number: 0207 398 6300, email: directors-uk@intertrustgroup.com) for the attention of The Directors, with copies to OneSavings Bank PLC, Reliance House, Sun Pier, Chatham, Kent ME4 4ET (email: company.secretary@osb.co.uk) for the attention of the Company Secretary;
- (h) in the case of the Security Trustee and/or the Note Trustee at U.S. Bank Trustees Limited, 125 Old Broad Street, Fifth Floor, London EC2N 1AR (facsimile number +44 (0)20 7365 2577; email: SF.RM@usbank.com) for the attention of Structured Finance Relationship Management;
- (i) in the case of the Corporate Services Provider, to Intertrust Management Limited (facsimile number 0207 398 6325, telephone number: 0207 398 6300, email: directors-uk@intertrustgroup.com) for the attention of The Directors;
- (j) in the case of S&P, to S&P Global Ratings UK Limited, 20 Canada Square, Canary Wharf, London E14 5LH (facsimile number: +44 (0) 20 7826 3598, for the attention of: Structured Finance Ratings);
- (k) in the case of Fitch, to Fitch Ratings Limited, 30 North Colonnade, Canary Wharf, London E14 5GN, United Kingdom (email: sf\_surveillance@fitchratings.com)

or to such other address or facsimile number, email address or for the attention of such other person or entity as may from time to time be notified by any party to the others by written notice in accordance with the provisions of this Clause 27 (Notices and Demands).

## **28. BRRD AND OTHER REGULATORY MATTERS**

28.1 Each Agent and the Account Bank are authorised and regulated by the CBOI. Each Agent and the Account Bank are additionally authorised by the PRA and its activities in the UK are subject to limited regulation by the FCA and the PRA.



- 28.2 In connection with the worldwide effort against the funding of terrorism and money laundering activities, each Agent and the Account Bank may be required under various national laws and regulations to which they are subject to obtain, verify and record information that identifies each person who opens an account with it. For a non-individual person such as a business entity, a charity, a trust or other legal entity each Agent and the Account Bank shall be entitled to ask for documentation to verify such entity's formation and legal existence as well as financial statements, licenses, identification and authorisation documents from individuals claiming authority to represent the entity or other relevant documentation.
- 28.3 The parties to this Deed acknowledge and agree that the obligations of each Agent and the Account Bank under this Deed are limited by and subject to compliance by them with EU and US Federal anti-money laundering statutes and regulations. If each Agent and the Account Bank or any of their directors know or suspect that a payment is the proceeds of criminal conduct, such person is required to report such information pursuant to the applicable authorities and such report shall not be treated as a breach by such person of any confidentiality covenant or other restriction imposed on such person under this Deed, by law or otherwise on the disclosure of information. Each Agent and the Account Bank shall be indemnified and held harmless by the Issuer from and against all losses suffered by them that may arise as a result of the Agents or the Account Bank being prevented from fulfilling their obligations hereunder due to the extent doing so would not be consistent with applicable statutory anti-money laundering requirements.
- 28.4 Notwithstanding anything to the contrary in this Deed or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of each Agent and the Account Bank arising under this Deed or any such other document, to the extent such liability is unsecured or not otherwise exempted, may be subject to the write-down and conversion powers of a Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:
- (a) the application of any Write-Down and Conversion Powers by a Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto; and
  - (b) the effects of any Bail-in Action on any such liability, including, if applicable:
    - (i) a reduction in full or in part or cancellation of any such liability;
    - (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such party, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other agreement; or
    - (iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any Resolution Authority.

## **29. FURTHER PROVISIONS**

### **29.1 Evidence of Indebtedness**

In any action, proceedings or claim relating to this Deed or the charges or security contained in this Deed or any Scottish Supplemental Charge or Scottish Sub-Security, a statement as to any amount due to any Secured Creditor or of the Secured Obligations or any part thereof or a statement of any amounts which have been notified to the Security Trustee as being amounts due to any Secured Creditor which is certified as being correct by an officer of the Security Trustee or an officer of the

relevant Secured Creditor shall, save in the case of manifest error, be conclusive evidence that such amount is in fact due and payable.

## **29.2 Rights Cumulative, Waivers**

The respective rights of the Security Trustee, the Secured Creditors and any Receiver are cumulative, and may be exercised as often as they consider appropriate and are in addition to their respective rights under the general law. The respective rights of the Security Trustee, the Secured Creditors and any Receiver in relation to this Deed (whether arising under this Deed, any document entered into pursuant hereto or under the general law) shall not be capable of being waived or varied otherwise than by express waiver or variation in writing; and, in particular, any failure to exercise or any delay in exercising any such rights shall not operate as a variation or waiver of that or any other such right; any defective or partial exercise of such rights shall not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on their part or on their behalf shall in any way preclude them from exercising any such right or constitute a suspension or any variation of any such right.

## **29.3 Invalidity of any Provision**

If any of the provisions of this Deed become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## **29.4 Severability**

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Issuer hereby waives any provision of law but only to the extent permitted by law which renders any provision of this Deed prohibited or unenforceable in any respect.

## **29.5 Counterparts**

This Deed may be executed in any number of counterparts (manually or by facsimile) each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute but one and the same instrument **provided, however, that** this Deed shall have no force or effect until it is executed by the last party to execute the same and shall be deemed to have been executed and delivered in the place where such last party executed this Deed.

## **29.6 Further Assurance**

The Issuer shall (at its own cost) do and execute, or arrange for the doing and executing of, each act, document and thing requested of it by the Security Trustee or any Receiver (including, without limitation, the giving of notices of assignment or assignation and the effecting of filings of registration in any jurisdiction) for perfecting or protecting the Security from time to time and, at any time after the Security or any part thereof has become enforceable, shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing within its power and as may be requested of it by the Security Trustee or any Receiver for facilitating the realisation of, or enforcement of rights in respect of, all of any of the Charged Assets and the exercise of all rights vested in the Security Trustee or in any Receiver in respect of all or any of such Security.

**29.7 Variation**

No variation of any provision(s) of this Deed or any document entered into pursuant hereto shall be effective unless it is in writing and signed by all the parties hereto.

**29.8 Secured Creditors**

Each Secured Creditor (other than the Security Trustee, the Noteholders and the Certificateholders) shall be bound by the provisions of this Deed, the Conditions, the Certificates Conditions and the Trust Deed as if it contained covenants by each Secured Creditor in favour of the Security Trustee and every other Secured Creditor to observe and be bound by all the provisions of this Deed expressed to apply to Secured Creditors.

**29.9 Assignment**

Neither the Issuer nor any of the other Secured Creditors may assign, encumber or transfer all or any part of its rights or benefits and/or transfer its obligations under or pursuant to this Deed without the prior written consent of the Security Trustee.

**30. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a Party has no rights under the Contracts (Rights of Third Parties) Act 1999 or the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of these presents, but this does not affect any right or remedy of a third party which exists or is available apart from those Acts.

COPY

**31. CHOICE OF LAW**

**31.1 Governing Law**

This Deed (and any non-contractual obligations arising out of or in connection with it) is governed by, and shall be construed in accordance with English law (provided that Clauses 3.4 (Scottish Sub-Securities), 3.5 (Scottish Trust Security) and 9.9 (Scottish Trust Property) and any terms hereof which are particular to the law of Scotland shall be governed by and construed in accordance with, Scots law and provided any terms hereof which are particular to the law of Northern Ireland shall be governed by and construed in accordance with, Northern Irish law).

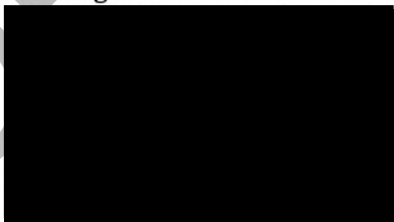
**31.2 Submission to Jurisdiction**

Each party to this Deed hereby irrevocably submits to the exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Deed (including a dispute relating to any non-contractual obligations in connection with this Deed), and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by the English courts. Each party to this Deed 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 caused this Deed to be duly executed and delivered as a deed the day and year first before written.

**Master Servicer, Back-up Servicer Facilitator and Co-Arranger**

**EXECUTED and DELIVERED as a DEED by  
ONESAVINGS BANK PLC  
acting by its attorney**



in the presence of:



.....  
(Witness Signature)



...  
(Witness Name)



(Witness Address)





**Issuer**

**EXECUTED and DELIVERED as a DEED by )**  
**ROCHESTER FINANCING NO.3 PLC )**  
acting by two directors: )

..... [Redacted]  
Intertrust Directors 1 Limited

..... [Redacted]  
Intertrust Directors 2 Limited

Witness's signature:

[Redacted] .....

Name (print):

[Redacted] .....

Occupation:

[Redacted] .....

Address:

[Redacted] .....

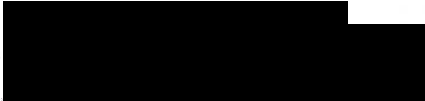


**Security Trustee and Note Trustee**

**EXECUTED and DELIVERED as a DEED**  
by **U.S. BANK TRUSTEES LIMITED**  
acting by its attorney:



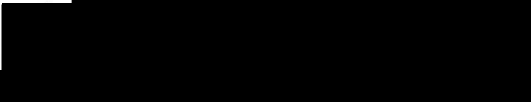
Attorney:



In the presence of

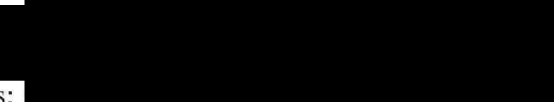
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Witness:



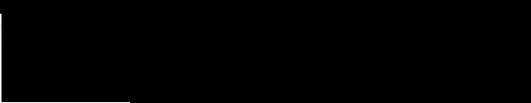
)

Name:



)

Address:



)

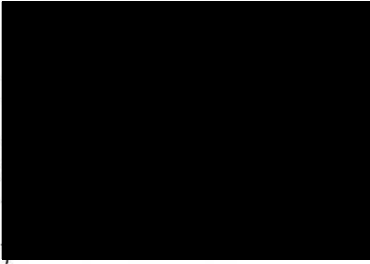
COPY





**Cash Manager**

**EXECUTED and DELIVERED as a DEED**  
by **U.S. BANK GLOBAL CORPORATE TRUST LIMITED**  
acting by its attorney:

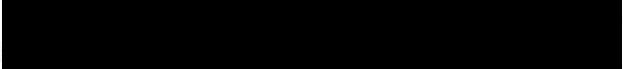


Attorney:

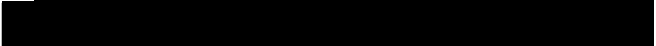
In the presence of



Witness:



Name:



Address



COPY

**Corporate Services Provider**

**EXECUTED and DELIVERED as a DEED**  
**by INTERTRUST MANAGEMENT LIMITED**  
acting by its director:

Director:

In the presence of

Witness:

Name:

Address:



COPY

**Co-Arranger and Sole Lead Manager**

**EXECUTED and DELIVERED as a DEED** )  
**by MERRILL LYNCH INTERNATIONAL** )  
**acting by its director:** )

Director: [REDACTED] )

In the presence of [REDACTED] )

Witness: [REDACTED]

Name: [REDACTED]

Address: [REDACTED]

COPY

## SCHEDULE 1

### POWER OF ATTORNEY

**THIS POWER OF ATTORNEY** is made on \_\_\_ June 2021 by **ROCHESTER FINANCING NO.3 PLC** (registered number 13365012), whose registered office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (the **Principal**).

#### WHEREAS:

- (1) By virtue of a deed of charge (the **Deed of Charge**) dated on or about \_\_\_ June 2021 and made between, among other, the Issuer, the Master Servicer, the Seller, the Cash Manager, the Security Trustee, the Note Trustee, the Agent Bank, the Account Bank, the Principal Paying Agent and the Corporate Services Provider (each as referred to therein) provision was made for the execution by the Principal of this Power of Attorney.
- (2) Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in the Deed of Charge.

#### NOW THIS POWER OF ATTORNEY WITNESSETH:

1. The Principal hereby irrevocably and by way of security for the performance of the covenants, conditions, obligations and undertakings on the part of the Principal contained in the Deed of Charge appoints U.S. Bank Trustees Limited in its capacity as Security Trustee, and any other person or persons for the time being the security trustee or security trustees of and under the Deed of Charge (the **Attorney**) and any Receiver (including any administrative receiver) and any manager (the **Receiver**) and/or administrator (the **Administrator**) appointed from time to time by the Attorney or on its behalf its true and lawful attorney for and in the Principal's name or otherwise jointly and severally to do any act matter or thing which the Attorney, Receiver or Administrator considers in each case bona fide necessary for the protection or preservation of the Attorney's interests and rights in and to the Charged Assets or which ought to be done under the covenants, undertakings and provisions contained in the Deed of Charge (and any document entered into or to be entered into by the Principal pursuant thereto) in any circumstances where the Attorney has become entitled to take the steps referred to in Clauses 9.4 to 9.8 (inclusive) of the Deed of Charge including (without limitation) any or all of the following:
  - (a) to do every act or thing which the Attorney, Receiver or Administrator may deem to be necessary, proper or expedient for fully and effectually vesting, transferring or assigning the Security and/or the Charged Assets or any part thereof (including, without limitation, the execution, delivery, intimation and registration of any Scottish Supplemental Charge or Scottish Sub-Security) and/or the Principal's estate, right, title, benefit and/or interest therein or thereto in or to the Attorney and its successors in title or other person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Principal could have done; and
  - (b) the power by writing under its hand by an officer of the Attorney (including every Receiver appointed under the Deed of Charge) from time to time to appoint a substitute attorney (each a **Substitute**) who shall have power to act on behalf of the Principal as if that Substitute shall have been originally appointed Attorney by this Power of Attorney and/or to revoke any such appointment at any time without assigning any reason therefore.
2. In favour of the Attorney, any Receiver and/or Administrator and/or Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts done and documents

executed or signed by the Attorney, a Receiver, an Administrator or a Substitute in the purported exercise of any power conferred by this Power of Attorney shall for all purposes be valid and binding on the Principal and its successors and assigns.

3. The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Administrator and/or Substitute appointed from time to time by the Attorney and their respective estates against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the exercise, or the purported exercise, of any of the powers conferred by this Power of Attorney, save where the same arises as the result of the fraud, gross negligence or wilful default of the relevant indemnified party or its officers or employees.
4. The provisions of Clause 3 shall continue in force after the revocation or termination, howsoever arising, of this Power of Attorney.
5. The laws of England shall apply to this Power of Attorney and to any non-contractual matters arising out of or in connection with it and the interpretation thereof and to all acts of the Attorney and each Receiver and/or Administrator and/or Substitute carried out or purported to be carried out under the terms hereof.
6. The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Administrator or Substitute shall properly and lawfully do or cause to be done in and concerning the Security Trustee's Security and/or the Charged Assets.

**IN WITNESS WHEREOF** this Power of Attorney has been executed and delivered as a deed by the Principal the day and year first before written.

**EXECUTED and DELIVERED as a DEED** )  
by )  
 )  
**ROCHESTER FINANCING NO.3 PLC** )  
acting by two directors being )  
 )  
..... )  
Intertrust Directors 1 Limited )  
 )  
..... )  
Intertrust Directors 2 Limited )

## SCHEDULE 2

### FORM OF DEED OF CHARGE ACCESSION UNDERTAKING

**THIS DEED** is made on [●]

**BETWEEN:**

- (1) **ONESAVINGS BANK PLC** (registered number 07312896), a public limited company incorporated under the laws of England and Wales, whose registered office is at Reliance House, Sun Pier, Chatham, Kent ME4 4ET (the **Master Servicer** and **Back-up Servicer Facilitator**);
- (2) **ROCHESTER MORTGAGES LIMITED** (registered number 09928431), a private limited company incorporated under the laws of England and Wales, whose registered office is at Reliance House, Sun Pier, Chatham, Kent ME4 4ET (the **Seller** and **Legal Title Holder**);
- (3) **U.S. BANK GLOBAL CORPORATE TRUST LIMITED**, a company incorporated in England and Wales acting through its office located at Fifth Floor, 125 Old Broad Street, London EC2N 1AR, United Kingdom and with registration number 05521133, in its capacity as cash manager to the Issuer (the **Cash Manager**);
- (4) **ELAVON FINANCIAL SERVICES DAC** a Designated Activity Company registered in Ireland with the Companies Registration Office (registered number 418442), with its registered office at Building 8, Cherrywood Business Park, Loughlinstown, Dublin 18, Ireland, acting through its UK Branch (registered number BR009373), from its offices at 5<sup>th</sup> Floor, 125 Old Broad Street, London EC2N 1AR (the **Account Bank, Principal Paying Agent, Agent Bank** and **Registrar**);
- (5) **TARGET SERVICING LIMITED** (registered number 05618062), a private limited company incorporated under the laws of England and Wales with limited liability, whose registered office is at Target House, Cowbridge Road East, Cardiff CF11 9AU (the **Servicer**);
- (6) **ROCHESTER FINANCING NO.3 PLC** (registered number 13365012), a public limited company incorporated under the laws of England and Wales, whose registered office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (the **Issuer**);
- (7) **U.S. BANK TRUSTEES LIMITED** (registered number 2379632), a company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (the **Security Trustee** and **Note Trustee**);
- (8) **INTERTRUST MANAGEMENT LIMITED** (registered number 03853947) whose registered office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (the **Corporate Services Provider**); and
- (9) [●] (in its capacity as [●], the New Secured Creditor).

**WHEREAS:**

- (A) Pursuant to the terms of a [describe agreement] (the Agreement) dated [●] made between, inter alia, the Issuer and the New Secured Creditor, the Issuer has agreed [describe nature of the obligations of the Issuer under the Agreement].
- (B) The Issuer has agreed to provide the Security Trustee with the benefit of any security described in the Deed of Charge to secure the Issuer's obligations to the Secured Creditors.

- (C) The terms of the Deed of Charge permit the Issuer to secure its obligations to a New Secured Creditor thereunder.
- (D) The New Secured Creditor has agreed to enter into this Deed to accede to the provisions of this Deed.
- (E) The Secured Creditors have agreed to enter into this Deed to, among other things, acknowledge and agree to such accession and to permit any consequential changes to the Priorities of Payment set out in the Cash Management Agreement and/or the Deed of Charge as are required and any other amendment as may be required to give effect to this Accession Undertaking.

**IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

The master definitions and construction schedule signed between, inter alios, the Issuer and the Security Trustee dated on or about the Closing Date (as the same may be amended, varied or supplemented from time to time with the consent of the parties hereto) (the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Deed 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 Deed, including the Recitals hereto and this Deed shall be construed in accordance with the interpretation provisions set out in clause 2 of the Master Definitions and Construction Schedule.

**2. REPRESENTATIONS AND WARRANTIES**

The New Secured Creditor hereby represents and warrants to the Security Trustee and each of the Secured Creditors in respect of itself that as of the date of this Deed:

- (a) pursuant to the terms of the Agreement, the Issuer has agreed to [*describe in relation to the Agreement*]; and
- (b) the Agreement expressly provides that all amounts due from the Issuer thereunder are to be secured by the Deed of Charge.

**3. ACCESSION**

In consideration of the New Secured Creditor being accepted as a Secured Creditor for the purposes of the Deed of Charge by the parties thereto as from the date of this Deed, the New Secured Creditor:

- (a) confirms that as from [date], it intends to be a party to the Deed of Charge as a Secured Creditor;
- (b) undertakes to comply with and be bound by all of the provisions of the Master Definitions and Construction Schedule and the Deed of Charge in its capacity as a Secured Creditor, as if it had been an original party thereto;
- (c) undertakes to perform and comply with and be bound by all of the provisions of the Deed of Charge in its capacity as a Secured Creditor, as if it had been an original party thereto as provided in [*relevant Clauses relating to Priorities of Payments*];
- (d) agrees that the Security Trustee shall be the Security Trustee for all Secured Creditors upon and subject to the terms set out in Deed of Charge.



**4. SCOPE OF THE DEED OF CHARGE**

The Issuer, the New Secured Creditor and the Security Trustee hereby agree that for relevant purposes under the Deed of Charge and the Master Definitions and Construction Schedule:

- (a) the Agreement shall be treated as a Transaction Document;
- (b) the New Secured Creditor shall be treated as a Secured Creditor.

**5. [AMENDMENT TO THE PRIORITIES OF PAYMENTS**

To the extent necessary, the Secured Creditors agree to amend and restate the Priorities of Payments set out in the Cash Management Agreement and/or the Deed of Charge such that the amended and restated Priorities of Payments shall have effect from the date of such amendment and restatement but shall not apply retrospectively.]

**6. APPLICATION**

Prior to and following enforcement of the Security all amounts at any time held by the Issuer, the Cash Manager or the Security Trustee in respect of the security created under or pursuant to this Deed shall be held and/or applied by such person subject to and in accordance with the relevant provisions of the Cash Management Agreement and the Deed of Charge.

**7. NOTICES AND DEMANDS**

Any notice or communication under or in connection with this Deed, the Deed of Charge or the Master Definitions and Construction Schedule shall be given in the manner and at the times set out in Clause 27 (Notices and Demands) of the Deed of Charge or at such other address as the recipient may have notified to the other parties hereto and/or thereto in writing.

The address referred to in this Clause 7 for the New Secured Creditor is:

[            ]

For the attention of: [            ]

Telephone:            [            ]

Facsimile:            [            ]

or such other address and/or numbers as the New Secured Creditor may notify to the parties to the Deed of Charge in accordance with the provisions thereof.

**8. CHOICE OF LAW**

This Deed (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 and the parties hereto irrevocably submit to the jurisdiction of the courts of England.

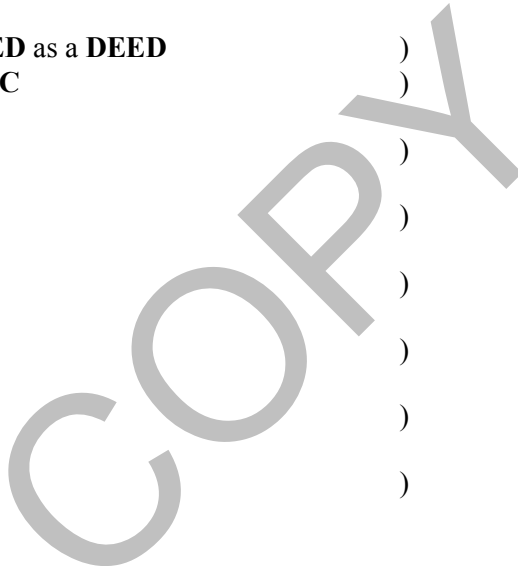
**IN WITNESS WHEREOF** the parties hereto have caused this Deed to be duly executed and delivered as a deed the day and year first before written.

**New Secured Creditor**

**EXECUTED and DELIVERED as a DEED** )  
by [●] )  
acting by its director: )  
Director )  
in the presence of )  
Witness Signature: )  
Witness Name: )  
Witness Address: )

**Master Servicer, Back-up Servicer Facilitator and Co-Arranger**

**EXECUTED and DELIVERED as a DEED** )  
by **ONESAVINGS BANK PLC** )  
acting by its director: )  
Director )  
in the presence of )  
Witness Signature: )  
Witness Name: )  
Witness Address: )



**Seller and Legal Title Holder**

**EXECUTED and DELIVERED as a DEED** )  
by **ROCHESTER MORTGAGES LIMITED** )  
acting by its director: )  
Director )  
in the presence of )  
Witness Signature: )  
Witness Name: )  
Witness Address: )

COPY

**Cash Manager**

**EXECUTED and DELIVERED as a DEED** )

by **U.S. BANK GLOBAL CORPORATE TRUST LIMITED** )

acting by two duly authorised signatories )

Authorised Signatory: )

Authorised Signatory: )

**Account Bank, Principal Paying Agent, Agent Bank and Registrar**

**EXECUTED and DELIVERED as a DEED** )

by **ELAVON FINANCIAL SERVICES DAC** )

acting by its two authorised signatories: )

**Servicer**

**EXECUTED and DELIVERED as a DEED** )

by **TARGET SERVICING LIMITED** )

acting by its two directors or a director and a secretary: )

Director )

and

Director / Secretary )

in the presence of

Witness Signature:

Witness Name:

Witness Address:

**Issuer**

**EXECUTED and DELIVERED as a DEED** )

by **ROCHESTER FINANCING NO.3 PLC** )

acting by two Directors: )

)

Intertrust Directors 1 Limited )

and

Intertrust Directors 2 Limited )

**Security Trustee and Note Trustee**

**EXECUTED and DELIVERED as a DEED** )

by **U.S. BANK TRUSTEES LIMITED** )

acting by its two authorised signatories )

**Corporate Servicer Provider**

**EXECUTED and DELIVERED as a DEED** )

by **INTERTRUST MANAGEMENT LIMITED** )

acting by two directors or a director and secretary )

)

Director: )

Director/Secretary: )

**Sole Lead Manager and Co-Arranger**

**EXECUTED and DELIVERED as a DEED** )

by **MERRILL LYNCH INTERNATIONAL** )

acting by its director: )

Director )

in the presence of )

Witness Signature: )

Witness Name: )

Witness Address: )

### SCHEDULE 3

#### FORM OF SCOTTISH SUB-SECURITY (LAND REGISTER)

WE, **ROCHESTER FINANCING NO.3 PLC** (registered number 13365012), a public limited company incorporated under the laws of England and Wales, whose registered office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (hereinafter referred to as the **Issuer**) CONSIDERING that:

- (a) We have entered into a trust deed (hereinafter referred to as the **Trust Deed**) dated [●] 2021 between us and U.S. Bank Trustees Limited whose principal place of business is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (hereinafter referred to as the **Note Trustee**, which expression shall include such company and all other persons or companies for the time being acting as trustee or trustees under the Trust Deed or this deed) constituting certain mortgage-backed floating rate notes;
- (b) In security of the performance of the obligations specified therein to the Note Trustee and others we have entered into a deed of charge (the **Deed of Charge**) between us, U.S. Bank Trustees Limited as Security Trustee thereunder whose principal place of business is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (the **Security Trustee**, which expression shall include such company and all other persons for the time being acting as trustee or trustees under the Deed of Charge or this deed) and others dated [●] 2021;
- (c) In terms of the Deed of Charge we have agreed to grant this deed; and
- (d) Capitalised terms in this deed (including the recitals hereto) shall, except where the context otherwise requires and save where otherwise defined herein, bear the meanings ascribed to them in Schedule 6 to the Deed of Charge (Definitions) and this deed shall be construed in accordance with the principles of interpretation and constructions set out therein:

NOW THEREFORE we the Issuer, in security of the payment and discharge of all present and future monies, obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) constituting or comprised within the Secured Obligations and any variation or alteration thereof and in implement pro tanto of **Clause 3.4** of the Deed of Charge HEREBY GRANT a Standard Security in favour of the Security Trustee over ALL and WHOLE those Standard Securities granted by the respective parties whose names are specified in Column 2 of the Schedule annexed and executed as relative hereto in favour of the party whose name is specified in the relative entry in Column 3 of the said Schedule for all sums due and to become due over ALL and WHOLE the subjects described in the relative entry in Column 4 of the said Schedule, said respective Standard Securities being registered in the Land Register of Scotland under the Title Number(s) specified in the relative entry in Column 5 of the said Schedule on the date specified in the relative entry in Column 6 of the said Schedule (which said respective Standard Securities are hereinafter together referred to as the **Principal Securities**): Together with our whole right, title and interest, present and future therein and thereto: The Standard Conditions specified in **Schedule 3** to the Conveyancing and Feudal Reform (Scotland) Act 1970 (the **said Act**) (the **Standard Conditions**) and any lawful variation thereof operative for the time being shall apply: And we agree that:

*(First)* Conditions 1 to 7 (inclusive) of the Standard Conditions shall not apply to this Standard Security;

*(Second)* the remaining Standard Conditions shall be varied to the effect that in so far as the provisions of the Deed of Charge (the terms of which shall be deemed to be incorporated herein) extend, add to, depart from or conflict with the said Standard Conditions, the Deed of Charge shall, subject to the provisions of the said Act, prevail and take effect;

- (Third)* upon the Deed of Charge becoming immediately enforceable, in accordance with the provisions of Clause 9.2 thereof, we shall (in addition to the circumstances specified in the said Act) be deemed to be in default within the meaning of Condition 9(1)(b) of the Standard Conditions whereupon, and without prejudice to its whole other rights and powers under the said Act or the Transaction Documents, the Security Trustee shall be entitled to enforce this Standard Security in accordance with the provisions of the said Act;
- (Fourth)* without prejudice to the rights and remedies of the Security Trustee under the said Act or otherwise, in the event of our being in default hereunder (a) we shall on demand grant, execute and deliver a valid assignation of the Principal Securities or any of them in favour of the Security Trustee or any nominee of the Security Trustee and (b) the Security Trustee shall have power to uplift, receive, sue for and discharge all sums and Liabilities due and to become due under the Principal Securities and to enforce all the rights and obligations contained or implied therein or thereby and to discharge the same in whole or in part and generally to do whatever is or may be or would, if this deed had not been granted, have been competent to us in respect thereof, and that without the consent of or notice to us and on such terms and conditions as the Security Trustee in its absolute discretion may determine, declaring that the exercise or otherwise by the Security Trustee of all or any of the powers hereby conferred shall be without prejudice to and shall in no way restrict or discharge the obligations undertaken by us herein or otherwise; and
- (Fifth)* the security rights and interests created, made or given under or pursuant to this deed shall be held by the Security Trustee as trustee for the Secured Creditors upon and subject to the terms and conditions of the Deed of Charge:

And we grant warrandice *[insert any exceptions therefrom]*: And we further ASSIGN to the Security Trustee in security of all monies, obligations and liabilities foresaid our whole right, title and interest in and to all and any personal bonds, credit agreements or agreements for loan (howsoever constituted) granted by or entered into with the said respective parties whose names are specified in Column 2 of the said Schedule and secured by the Principal Securities:

IN WITNESS WHEREOF these presents typewritten on this and the two preceding pages are executed as follows:

SUBSCRIBED for and on behalf of the said

**ROCHESTER FINANCING NO.3 PLC**

at .....

on .....

by .....

per pro Intertrust Directors 1 Limited, as Director

.....

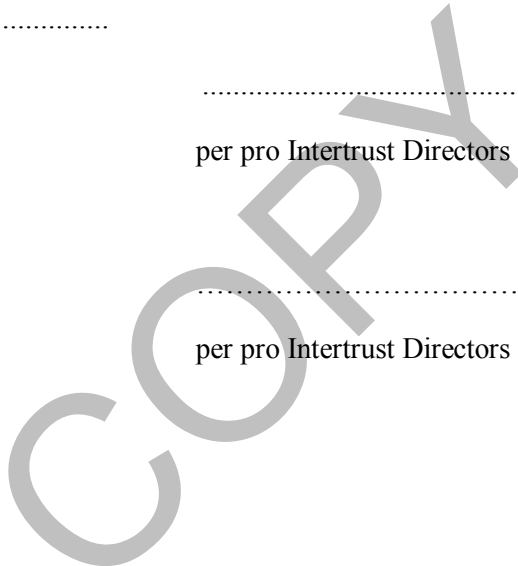
per pro Intertrust Directors 2 Limited, as Director

in the presence of

Witness Signature:

Witness Name:

Witness Address:





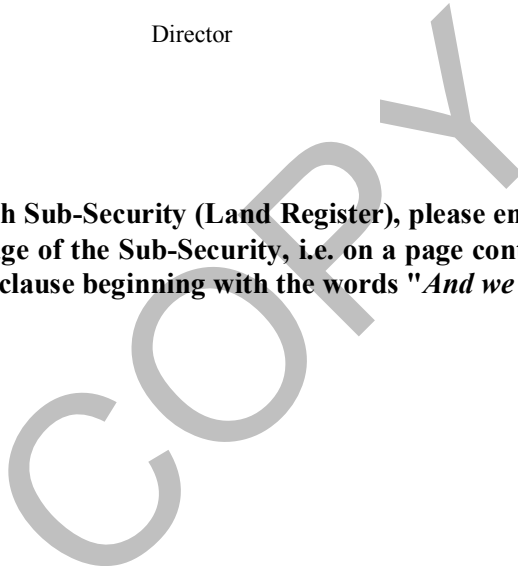
**Schedule referred to in the foregoing Standard Security by Rochester Financing No.3 PLC in favour of U.S. Bank Trustees Limited (as Security Trustee)**

1	2	3	4	5	6
<b>Account Number</b>	<b>Borrowers' Full Names</b>	<b>Standard Security granted in favour of</b>	<b>Secured Property</b>	<b>Title Number</b>	<b>Date</b>

..... Director

..... Director

**[When completing the Scottish Sub-Security (Land Register), please ensure that the pro forma signing details appear on the final page of the Sub-Security, i.e. on a page containing the last operative clause of the charge itself, being the clause beginning with the words "*And we grant warrandice [...]*"]**



## SCHEDULE 4

### FORM OF SCOTTISH SUB-SECURITY (SASINE REGISTER)

WE, **ROCHESTER FINANCING NO.3 PLC** (registered number 13365012), a public limited company incorporated under the laws of England and Wales, whose registered office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (hereinafter referred to as the **Issuer**) CONSIDERING that:

- (a) We have entered into a trust deed (hereinafter referred to as the **Trust Deed**) dated [●] 2021 between us and U.S. Bank Trustees Limited whose principal place of business is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (hereinafter referred to as the **Note Trustee**, which expression shall include such company and all other persons or companies for the time being acting as trustee or trustees under the Trust Deed or this Deed) constituting certain mortgage-backed floating rate notes;

In security of the performance of the obligations specified therein to the Note Trustee and others we have entered into a deed of charge (the **Deed of Charge**) between us, U.S. Bank Trustees Limited as Security Trustee thereunder whose principal place of business is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (the **Security Trustee**, which expression shall include such company and all other persons for the time being acting as trustee or trustees under the Deed of Charge or this deed) and others dated [●] 2021;

- (b) In terms of the Deed of Charge we have agreed to grant this deed; and
- (c) Capitalised terms in this deed (including the recitals hereto) shall, except where the context otherwise requires and save where otherwise defined herein, bear the meanings ascribed to them in Schedule 6 to the Deed of Charge (Definitions) and this deed shall be construed in accordance with the principles of interpretation and constructions set out therein:

NOW THEREFORE we the Issuer, in security of the payment and discharge of all present and future monies, obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) constituting or comprised within the Secured Obligations and any variation or alteration thereof and in implement pro tanto of **Clause 3.4** of the Deed of Charge HEREBY GRANT a Standard Security in favour of the Security Trustee over ALL and WHOLE those Standard Securities granted by the respective parties whose names are specified in Column 2 of the Schedule annexed and executed as relative hereto in favour of the party whose name is specified in the relative entry in Column 3 of the said Schedule for all sums due and to become due over ALL and WHOLE the subjects described in the relative entry in Column 4 of the said Schedule lying in the County specified in the relative entry in Column 5 of the said Schedule, said respective Standard Securities being recorded in the General Register of Sasines for the County specified as aforesaid in the relative entry in Column 5 of the said Schedule on the date specified in the relative entry in Column 6 of the said Schedule (which said respective Standard Securities are hereinafter together referred to as the **Principal Securities**): Together with our whole right, title and interest, present and future therein and thereto: The Standard Conditions specified in **Schedule 3** to the Conveyancing and Feudal Reform (Scotland) Act 1970 (the **said Act**) (the **Standard Conditions**) and any lawful variation thereof operative for the time being shall apply: And we agree that:

- (First) Conditions 1 to 7 (inclusive) of the Standard Conditions shall not apply to this Standard Security;
- (Second) the remaining Standard Conditions shall be varied to the effect that in so far as the provisions of the Deed of Charge (the terms of which shall be deemed to be incorporated herein) extend, add to, depart from or conflict with the said Standard Conditions, the Deed of Charge shall, subject to the provisions of the said Act, prevail and take effect;

- (Third)* upon the Deed of Charge becoming immediately enforceable, in accordance with the provisions of **Clause 9.2** thereof, we shall (in addition to the circumstances specified in the said Act) be deemed to be in default within the meaning of Condition 9(1)(b) of the Standard Conditions, whereupon and without prejudice to its whole other rights and powers under the said Act or the Transaction Documents, the Security Trustee shall be entitled to enforce this Standard Security in accordance with the provisions of the said Act;
- (Fourth)* without prejudice to the rights and remedies of the Security Trustee under the said Act or otherwise, in the event of our being in default hereunder (a) we shall on demand grant, execute and deliver a valid assignation of the Principal Securities or any of them in favour of the Security Trustee or any nominee of the Security Trustee and (b) the Security Trustee shall have power to uplift, receive, sue for and discharge all sums and Liabilities due and to become due under the Principal Securities and to enforce all the rights and obligations contained or implied therein or thereby and to discharge the same in whole or in part and generally to do whatever is or may be or would, if this deed had not been granted, have been competent to us in respect thereof, and that without the consent of or notice to us and on such terms and conditions as the Security Trustee in its absolute discretion may determine, declaring that the exercise or otherwise by the Security Trustee of all or any of the powers hereby conferred shall be without prejudice to and shall in no way restrict or discharge the obligations undertaken by us herein or otherwise; and
- (Fifth)* the security rights and interests created, made or given under or pursuant to this deed shall be held by the Security Trustee as trustee for the Secured Creditors upon and subject to the terms and conditions of the Deed of Charge:

And we grant warrandice *[insert any exceptions therefrom]*: And we further ASSIGN to the Security Trustee in security of all monies, obligations and liabilities foresaid our whole right, title and interest in and to all and any personal bonds, credit agreements or agreements for loan (howsoever constituted) granted by or entered into with the said respective parties whose names are specified in Column 2 of the said Schedule and secured by the Principal Securities:

IN WITNESS WHEREOF these presents typewritten on this and the two preceding pages are executed as follows:

SUBSCRIBED for and on behalf of the said

**ROCHESTER FINANCING NO.3 PLC**

at .....

on .....

by .....

.....  
per pro Intertrust Directors 1 Limited, as Director

.....  
per pro Intertrust Directors 2 Limited, as Director

in the presence of

Witness Signature:

Witness Name:

Witness Address:

COPY



## SCHEDULE 5

### FORM OF SCOTTISH SUPPLEMENTAL CHARGE

#### ASSIGNATION IN SECURITY

##### AMONG

- (1) **ROCHESTER FINANCING NO.3 PLC** (registered number 13365012), a public limited company incorporated under the laws of England and Wales, whose registered office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (referred to herein as the **Issuer**);
- (2) **U.S. BANK TRUSTEES LIMITED** (registered number 2379632), a company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (in its capacity as **Security Trustee**, which expression shall include its successor or successors as Security Trustee under and in terms of the Deed of Charge);
- (3) **ROCHESTER MORTGAGES LIMITED** (registered number 09928431), a private limited company incorporated under the laws of England and Wales, whose registered office is at Reliance House, Sun Pier, Chatham, Kent, ME4 4ET (referred to hereinafter as the **Seller**); and

##### WHEREAS:

- (A) This deed (the **Scottish Supplemental Charge**) is supplemental to a Deed of Charge dated on or about [●] 2021 (the **Deed of Charge**) made between, inter alios, the Issuer, the Security Trustee and the Seller;
- (B) In terms of the Deed of Charge the Security Trustee inter alia holds the security constituted or to be constituted by or pursuant to the Deed of Charge for the Secured Creditors;
- (C) A Scottish Declaration of Trust dated [●] 2021 (the Scottish Declaration of Trust) has been entered into between the Seller and the Issuer and delivered, in terms of which certain Scottish Loans together with their related Scottish Mortgages and other Related Security relative thereto as more fully specified and defined therein (the **Scottish Trust Property**) are held in trust by the Seller for the Issuer; and
- (D) This Scottish Supplemental Charge is made by the Issuer in favour of the Security Trustee in accordance with and pursuant to Clause 3.5 (Scottish Trust Security) of the Deed of Charge.

##### NOW THEREFORE IT IS AGREED as follows:

1. Expressions and words defined in Schedule 6 to the Deed of Charge (Definitions) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Scottish Supplemental Charge, including the recitals hereto and this Scottish Supplemental Charge shall be construed in accordance with the interpretation provisions set out therein.
2. The Issuer covenants with and undertakes to the Security Trustee for itself and as trustee for the other Secured Creditors that it will duly and punctually pay and discharge the Secured Obligations in accordance with the terms of the Deed of Charge and each Transaction Document.
3. The Issuer as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for release contained in **Clause 4** of the Deed of Charge HEREBY ASSIGNS to and in

favour of the Security Trustee in security for the discharge and payment of the Secured Obligations the Issuer's whole right, title, interest and benefit, present and future, in and to the Scottish Trust Property and in and to the Scottish Declaration of Trust, surrogating and substituting the Security Trustee in its full right and place therein and thereto.

4. The Issuer and the Security Trustee hereby give notice of and intimate the assignation in security made in terms of Clause 3 hereof to the Seller as trustee under the Scottish Declaration of Trust and the Seller by its execution hereof hereby acknowledges such intimation.
5. The Issuer hereby agrees that all the obligations, undertakings, covenants, rights and powers specified and contained in the Deed of Charge which relate to the property referred to in and the security and other rights and powers created under and pursuant to **Clause 3** of the Deed of Charge shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the property referred to in **Clause 3** hereof and the security and other rights and powers created under and pursuant hereto and that the whole remaining terms of the Deed of Charge shall, except in so far as inconsistent herewith apply *mutatis mutandis* hereto provided always that this Scottish Supplemental Charge shall be without prejudice to the Deed of Charge and all of the rights, powers obligations and immunities comprised therein and arising pursuant thereto, which shall remain in full force and effect notwithstanding this Scottish Supplemental Charge.
6. This Scottish Supplemental Charge may be executed in any number of counterparts and by each of the parties on separate counterparts.
- 6.1 Where executed in counterpart:
  - (a) This Scottish Supplemental Charge will not take effect until each of the counterparts has been delivered;
  - (b) Each counterpart will be held as undelivered until the Scottish Declaration of Trust has become effective and the parties agree a date (being the effective date of the Scottish Declaration of Trust or at a later date) on which the counterparts are to be treated as delivered;
  - (c) The date of delivery may be inserted in the testing clause in the space provided for the effective date of this Scottish Supplemental Charge.

7. This Scottish Supplemental Charge shall be governed by and construed in accordance with Scots law.

IN WITNESS WHEREOF these presents typewritten on this and the [two] preceding pages are executed in counterpart by the parties as undernoted, with an effective date of \_\_\_\_\_ and with the counterparts executed by the Issuer, the Security Trustee and the Seller being treated as delivered on such date and in such order:

SUBSCRIBED for and on behalf of the said

**ROCHESTER FINANCING NO.3 PLC**

at .....

on .....

by:.....

per pro Intertrust Directors 1 Limited, as Director

in the presence of

Witness Signature:

Witness Name:

Witness Address:

SUBSCRIBED for and on behalf of the said

**U.S. BANK TRUSTEES LIMITED**

at .....

on .....

by:.....

Authorised Signatory

in the presence of

Witness Signature:

Witness Name:

Witness Address:



SUBSCRIBED for and on behalf of the said

**ROCHESTER MORTGAGES LIMITED**

at .....

on .....

by:.....

[Director]

in the presence of

Witness Signature:

Witness Name:

Witness Address:

**[When completing the Scottish Supplemental Charge, please ensure that the pro forma signing details appear on the final page of the Scottish Supplemental Charge, i.e. on a page containing the final operative clause, being clause 7.]**

COPY

## SCHEDULE 6

### DEFINITIONS

In any agreement, instrument or deed expressly and specifically incorporating by reference this Master Definitions and Construction Schedule, the undersigned hereby agree that the following words and expressions shall, unless otherwise defined therein or unless the context otherwise requires, have the following meanings:

**1881 Act** means the Conveyancing and Law of Property Act 1881;

**1925 Act** means the Law of Property Act 1925;

**1999 Regulations** means the Unfair Terms in Consumer Contracts Regulations 1999 as amended;

**£, Sterling or Pounds Sterling** means the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland;

**€, EUR or euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended;

**Acceptance Notice** has the meaning given in Clause 3.9 of the Deed Poll (Majority Holder Option);

**Account Bank Rating** means

- (a) in the case of S&P: a short-term unsecured, unguaranteed and unsubordinated debt rating of at least A-1 by S&P (if a short-term unsecured, unguaranteed and unsubordinated debt rating is assigned by S&P) and a long-term unsecured, unguaranteed and unsubordinated debt rating of at least A by S&P, or should the Account Bank not benefit from a short-term unsecured, unguaranteed and unsubordinated debt rating of at least A-1 from S&P, a long-term unsecured, unguaranteed and unsubordinated debt rating of at least A+ by S&P;
- (b) in the case of Fitch: at least A (long term) or F1 (short term); or
- (c) such other lower rating which is consistent with the then current rating methodology of the Rating Agencies in respect of the then current ratings of the Rated Notes;

**Account Bank** means Elavon Financial Service DAC, UK Branch, or such replacement financial institution at which the Bank Accounts are maintained from time to time;

**Account Mandate** means the Deposit Account Mandate and any other bank mandate entered into between the Issuer and the Account Bank from time to time;

**Account Transfer Date** means 1 May 2016;

**Accrued Interest** means in respect of a Loan as at any date the aggregate of all interest accrued but not yet due and payable on the Loan from (and including) the monthly payment date immediately preceding the relevant date to (but excluding) the relevant date;

**Additional Account** means any account in the name of the Issuer at the Account Banks or any other bank account created after the Closing Date established pursuant to and in accordance with the Bank Account Agreements;

**Additional Interest** means the interest accrued on any amounts of Deferred Interest;

**Affiliate** means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company;

**Agency Agreement** means the agency agreement entered into on the Closing Date between the Issuer, the Principal Paying Agent, the Agent Bank, the Registrar, the Security Trustee and the Note Trustee which sets out the appointment of the Paying Agents, the Registrar, and the Agent Bank for the Notes and the Certificates (as the same may be amended, restated, varied, supplemented, replaced or novated from time to time);

**Agent Bank** means Elavon Financial Services DAC UK Branch, acting as Agent Bank under the terms of the Agency Agreement, or such other person as may from time to time be appointed as Agent Bank pursuant to the Agency Agreement;

**Agents** means the Paying Agents, the Registrar and the Agent Bank;

**Alternative Base Rate** has the meaning given to it in Clause 24(f) of the Trust Deed;

**Appointee** means any attorney, manager, agent, delegate, nominee, Receiver, receiver and manager, custodian or other person properly appointed or employed by the Note Trustee under the Trust Deed or the Security Trustee under the Deed of Charge (as applicable) to discharge any of its functions;

**Arrears** means as at any date in respect of any Loan, all amounts currently due and payable on that Loan which remain unpaid on that date, **provided that** such overdue amounts equal, in the aggregate, one or more full monthly payments;

**Arrears Loans** means all Loans which had an MIA Measure of less than 1 at the end of the relevant Calculation Period, in respect of which the Servicer has taken all reasonable steps within its control and in accordance with the Service Specification to encourage the relevant Borrowers to make payments during the relevant Calculation Period;

**Arrears of Interest** means as at any date in respect of any Loan, the aggregate of all interest (other than Capitalised Interest or Accrued Interest) on that Loan which is currently due and payable and unpaid on that date;

**Asset Warranty** has the meaning given to it in Clause 13.1 (Asset Warranties) of the Mortgage Sale Agreement;

**Asset Warranty Payment** has the meaning given to that term in paragraph 7.4 of Schedule 2 to the Cash Management Agreement;

**Assignment of Third Party Rights** means an assignment of Related Security and rights of action against third parties substantially in the form set out in Schedule 3 to the Mortgage Sale Agreement;

**Audit** has the meaning given in Clause 18.1 of the Servicing Agreement;

**Auditors** means KPMG or such other internationally independent firm of auditors selected from time to time by the Issuer;

**Authorised Denominations** means denominations of £100,000 and higher integral multiples of £1,000;

**Authorised Investments** means:

- (a) Sterling gilt-edged securities;

- (b) money market funds;
- (c) Sterling demand or time deposits and certificates of deposit; and
- (d) short-term debt obligations (including commercial paper),

provided that in all cases such investments will only be made such that there is no withholding or deduction for or on account of taxes applicable thereto and such investments:

- (i) either:
  - (A) have a maturity date of 90 days or less and mature on or before the next following Interest Payment Date or within 90 days, whichever is sooner, and are rated at least F1+ (short term) and/or AA- (long term) by Fitch and at least P-1 (short term) and A-1+ (short term) by S&P (and AA- (long term) by S&P if the investments have a long-term rating); or
  - (B) have a maturity date of 30 days or less and mature on or before the next Interest Payment Date or within 30 days, whichever is the sooner, and are rated at least F1 (short term) and A (long term) by Fitch and at least A-1 (short term) by S&P, in respect of money market funds;
- (ii) in the case of money market funds, such funds are rated at least AAmmf by Fitch or, in the absence of a rating by Fitch, Aaamf by Moody's; and
- (iii) may be broken or demanded by the Issuer (at no cost to the Issuer) on or before the next following Interest Payment Date or within 30 to 90 days, whichever is sooner, as specified in (i) above,

and save that where such investments would result in the recharacterisation of the Notes or any transaction under the Transaction Documents as a "resecuritisation" or a "synthetic securitisation" as defined in the UK Securitisation Regulation or the EU Securitisation Regulation, such investments shall not qualify as "Authorised Investments";

**Authorised Signatory** means any authorised signatory referred to in, as applicable, the Deposit Account Mandate or any mandate in respect of an Additional Account or any authorised signatory of the Seller or the Issuer;

**Authorities** means the FCA, the Central Bank of Ireland, HM Treasury and the Bank of England;

**Automatic Perfection Event** has the meaning given to the term in clause 6.1(b) (Perfection Events) of the Mortgage Sale Agreement;

**Available Principal Receipts** means for any Interest Payment Date an amount equal to the aggregate of (without double counting):

- (a) all Principal Receipts or, if in a Determination Period, any Calculated Principal Receipts, in each case excluding an amount equal to any Reconciliation Amounts to be applied as Available Revenue Receipts on that Interest Payment Date and received by the Issuer during the immediately preceding Collection Period;
- (b) the amounts (if any) calculated on that Interest Payment Date by which the debit balance of each of the Class A Principal Deficiency Sub-Ledger and/or the Class B Principal Deficiency Sub-Ledger and/or the Class C Principal Deficiency Sub-Ledger and/or the Class

D Principal Deficiency Sub-Ledger and/or the Class E Principal Deficiency Sub-Ledger and/or the Class F Principal Deficiency Sub-Ledger and/or the Class G Principal Deficiency Sub-Ledger is reduced pursuant to items (e), (h), (j), (l), (n), (p) and (q) of the Pre-Acceleration Revenue Priority of Payments;

- (c) on any Interest Payment Date falling on or after the Step-Up Date, any Available Revenue Receipts to be applied as Available Principal Receipts pursuant to item (t) of the Pre-Acceleration Revenue Priority of Payments;
- (d) on the Class G Notes Final Redemption Date, all amounts standing to the credit of the General Reserve Fund (after having applied any General Reserve Fund Release Amounts to meet a Revenue Deficiency);
- (e) following a Determination Period, any Reconciliation Amounts deemed to be Available Principal Receipts in accordance with Condition 5.8(c) and Certificates Condition 5.8(c);
- (f) amounts debited from the Warranty Reserve Fund to make an Asset Warranty Payment; and
- (g) (in respect of the first Interest Payment Date only) an amount equal to the difference between (i) the aggregate of the proceeds of the Notes minus (X) any amounts credited to the Liquidity Reserve Fund, the General Reserve Fund and the Warranty Reserve Fund on the Closing Date and (Y) any fees and expenses of the Issuer to be paid on the Closing Date and (ii) the Initial Consideration;

**Available Revenue Receipts** means, for each Interest Payment Date, an amount equal to the aggregate of (without double-counting):

- (a) Revenue Receipts received during the immediately preceding Collection Period or, if in a Determination Period, Calculated Revenue Receipts in such Determination Period, in each case, excluding any Reconciliation Amounts to be applied as Available Principal Receipts on that Interest Payment Date;
- (b) interest payable to the Issuer on the Deposit Account and income from any Authorised Investments in each case to be received on the Interest Payment Date;
- (c) other net income of the Issuer received during the immediately preceding Collection Period, excluding any Principal Receipts;
- (d) on each Interest Payment Date up to but excluding the Class B Notes Final Redemption Date, the Liquidity Reserve Fund Excess Amount;
- (e) on the Class B Notes Final Redemption Date, all amounts standing to the credit of the Liquidity Reserve Fund (after applying any Liquidity Reserve Fund Release Amount);
- (f) on each Interest Payment Date up to but excluding the Class G Notes Final Redemption Date, the General Reserve Fund Excess Amount;
- (g) following a Determination Period, any Reconciliation Amounts deemed to be Available Revenue Receipts in accordance with Condition 5.8(c) and Certificates Condition 5.8(c); and
- (h) any Available Principal Receipts to be applied as Available Revenue Receipts pursuant to item (i) of the Pre-Acceleration Principal Priority of Payments;

*less:*

- (i) amounts applied from time to time during the immediately preceding Collection Period in making payment of certain monies which properly belong to third parties instructed to the Cash Manager by the Servicer (including the Servicer, the Master Servicer, the Seller and the Cash Manager) such as (but not limited to):
  - (i) certain costs and expenses charged by the Servicer in respect of its servicing of the Loans, other than any Servicing Fee and not otherwise covered by the items below;
  - (ii) any service charge, ground rent, insurance premium or additional amounts paid by the Servicer, which such payment is necessary in order to maintain and protect the value of any property secured by a Mortgage contained within the Portfolio;
  - (iii) payments of certain insurance premiums provided that such cash amounts have been paid by the relevant Borrower and form part of Revenue Receipts;
  - (iv) amounts under a direct debit which are repaid to the bank making the payment if such bank is unable to recoup such amount itself from its customer's account;
  - (v) any amount received from a Borrower for the express purpose of payment being made to a third party for the provision of a service to that Borrower or the Seller; and
  - (vi) any Insurance Premium Amounts,

(items within item (i) being collectively the **Third Party Amounts**).

**Back-up Servicer Facilitator** means OneSavings Bank plc;

**BACS** means the Bankers' Automated Clearing Services as amended from time to time or any scheme replacing the same;

**Bail-In Action** means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority;

**Bail-In Legislation** means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and in relation to any other state, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation;

**Bank Accounts** means, collectively, the Deposit Account and any additional accounts including, without limitation, any securities or custodial accounts and any cash accounts associated therewith, to be established by the Issuer pursuant to the Bank Account Agreement or otherwise;

**Bank Account Agreement** means the agreement entered into on or about the Closing Date between the Account Bank, the Issuer, the Cash Manager and the Security Trustee which governs the operation of the Deposit Account (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time);

**Base Rate** or **Bank of England Base Rate** means the rate referenced for the purpose of determining the benchmark rate for Base Rate Loans in the Portfolio, such rate being redetermined each calendar month, referenced off the Bank of England's official bank rate;

**Base Rate Loans** means loans which are subject to a variable interest rate that tracks the Bank of England Base Rate plus or minus a margin, either for an initial fixed period or for the life of the loan. The percentage margin may be fixed for the entire tracker rate period or it may vary;

**Base Rate Modification** has the meaning given in Clause 24(f) of the Trust Deed;

**Base Rate Modification Certificate** has the meaning given to it in Clause 24(f) of the Trust Deed;

**Basic Terms Modification** has the meaning given to it in paragraph 8 of Schedule 5 to the Trust Deed;

**Block Voting Instruction** has the meaning given to it in paragraph 1 of Schedule 5 to the Trust Deed;

**Book-Entry Interest** means a beneficial interest in a global note representing the relevant Class of Notes, the global class y certificate representing the Global Class Y Certificate or the global class r certificate representing the Global Class R Certificate, as applicable, shown on records maintained in book-entry form by Euroclear or Clearstream, Luxembourg, as the case may be;

**BofA Securities** means (and is the trading name of) Merrill Lynch International;

**Borrower** means, in relation to a Loan, the individual or individuals specified as such in the relevant Mortgage Conditions together with the individual or individuals (if any) from time to time assuming an obligation to repay such Loan or any part of it;

**Borrower Redemption Fee** means the standard redemption fee charged to the Borrower by the Seller where the Borrower makes a repayment of the full outstanding principal balance of a Loan on the maturity date of such Loan;

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

**Buy-to-Let Loans** means Loans taken out by Borrowers in relation to the purchase or re-mortgage of properties for letting purposes;

**Calculated Principal Receipts** means the Principal Receipts for any Determination Period calculated as the product of (i) 1 minus the Interest Determination Ratio and (ii) all collections received by the Issuer during such Determination Period;

**Calculated Revenue Receipts** means the Revenue Receipts for any Determination Period calculated as the product of (i) the Interest Determination Ratio and (ii) all collections received by the Issuer during such Determination Period;

**Calculation Date** means the 7th calendar day prior to each Interest Payment Date or, if such day is not a Business Day, the immediately preceding Business Day;

**Calculation Period** means a calendar month;

**Capitalisation** means an arrangement to manage Arrears, which involves "zero-ising" the balance of Arrears and allowing that amount to be cleared over the remaining term of the Loan;

**Capitalisation Policy** means the section of the capitalisation policy of OSB relating to the capitalisation of Arrears, as such capitalisation policy applies to the relevant Loans from time to time;

**Capitalised Arrears** means, in relation to a Loan, at any date, amounts which are overdue in respect of that Loan and which as at that date have been included in the Current Principal Balance of the Loan in accordance with the Mortgage Conditions or otherwise by arrangement with the relevant Borrower;

**Capitalised Expenses** means, in relation to a Loan, the amount of all expenses, charges, fees, premiums or payments capitalised and included in the Current Principal Balance in respect of such Loan in accordance with the relevant Mortgage Conditions;

**Capitalised Interest** means, for any Loan at any date, interest which is overdue in respect of that Loan and which as at that date has been added to the Current Principal Balance of that Loan in accordance with the Mortgage Conditions or otherwise by arrangement with the relevant Borrower (excluding for the avoidance of doubt any Arrears of Interest which have not been so capitalised on that date);

**Cash** means cash and/or amounts standing to the credit of a bank account, as the context shall require;

**Cash Management Agreement** means the cash management agreement entered into on or about the Closing Date between the Cash Manager, the Issuer and the Security Trustee (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time);

**Cash Management Services** means the cash management services set out in the Cash Management Agreement, including Schedule 1 thereto;

**Cash Manager** means U.S. Bank Global Corporate Trust Limited in its capacity as cash manager or any successor cash manager appointed from time to time as Cash Manager pursuant to the Cash Management Agreement;

**Cash Manager Website** means <https://pivot.usbank.com>, or such replacement website;

**Cash Manager Termination Event** has the meaning given to it in Clause 11.1 of the Cash Management Agreement;

**CBOI** means the Central Bank of Ireland;

**CCA and Consumer Credit Act** means the Consumer Credit Act 1974 as amended from time to time;

**CCA 2006** means the Consumer Credit Act 2006 as amended from time to time;

**Central Bank** means the Central Bank of Ireland in its capacity as competent authority under the Prospectus Regulation;

**Certificate of Title** means a solicitor's, licensed or (in Scotland) qualified conveyancer's report or certificate of title obtained by or on behalf of the Seller in respect of each Property substantially in the form of the pro forma set out in the Standard Documentation;

**Certificateholders** means the Class Y Certificateholders and the Class R Certificateholders;

**Certificate Payments** means, as applicable, Class Y Certificate Payments and/or Residual Payments;

**Certificates** means the Class Y Certificates and the Class R Certificates;



**Certificates Conditions** means the terms and conditions to be endorsed on the Certificates in, or substantially in, the form set out in Schedule 4 (Terms and Conditions of the Certificates) of the Trust Deed as any of the same may from time to time be modified in accordance with the Trust Deed and any reference to a particular numbered Certificates Condition shall be construed accordingly;

**Change of Control** means that the Legal Title Holder ceases to be Controlled, directly or indirectly, by OSB Group plc;

**Charged Assets** means the assets charged by the Issuer pursuant to Clause 3 of the Deed of Charge;

**Charged Transaction Documents** means each of the Transaction Documents (other than the Trust Deed, the Deed of Charge, each Scottish Declaration of Trust, any Scottish Sub-Securities and any Scottish Supplemental Charge) to which the Issuer is a party and all other contracts, documents, agreements and deeds to which it is, or may become, a party;

**Class** in relation to the Notes means each of the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes, Class G Notes, Class X Notes and Class R Notes as the context may require, or to the respective holders thereof;

**Class A Notes** means the £167,260,000 Class A mortgage backed floating rate notes due December 2044;

**Class A Noteholders** means the holders of the Class A Notes;

**Class A Principal Deficiency Sub-Ledger** means the Principal Deficiency Ledger relating to the Class A Notes;

**Class B Notes** means the £18,230,000 Class B mortgage backed floating rate notes due December 2044;

**Class B Notes Final Redemption Date** means the Interest Payment Date on which, following the application of Available Revenue Receipts in accordance with the Pre-Acceleration Revenue Priority of Payments and application of any Principal Addition Amounts in accordance with the Pre-Acceleration Principal Priority of Payments, the sum of Available Principal Receipts will be sufficient to redeem the Class B Notes in full;

**Class B Noteholders** means the holders of the Class B Notes;

**Class B Principal Deficiency Sub-Ledger** means the Principal Deficiency Ledger relating to the Class B Notes;

**Class C Notes** means the £11,790,000 Class C mortgage backed floating rate notes due December 2044;

**Class C Noteholders** means the holders of the Class C Notes;

**Class C Principal Deficiency Sub-Ledger** means the Principal Deficiency Ledger relating to the Class C Notes;

**Class D Notes** means the £4,290,000 Class D mortgage backed floating rate notes due December 2044;

**Class D Noteholders** means the holders of the Class D Notes;

**Class D Principal Deficiency Sub-Ledger** means the Principal Deficiency Ledger relating to the Class D Notes;

**Class E Notes** means the £3,220,000 Class E mortgage backed floating rate notes due December 2044;

**Class E Noteholders** means the holders of the Class E Notes;

**Class E Principal Deficiency Sub-Ledger** means the Principal Deficiency Ledger relating to the Class E Notes;

**Class F Notes** means the £2,140,000 Class F mortgage backed floating rate notes due December 2044;

**Class F Noteholders** means the holders of the Class F Notes;

**Class F Principal Deficiency Sub-Ledger** means the Principal Deficiency Ledger relating to the Class F Notes;

**Class G Notes** means the £7,499,000 Class G mortgage backed notes due December 2044;

**Class G Notes Final Redemption Date** means the Interest Payment Date on which, following the application of Available Revenue Receipts in accordance with the Pre-Acceleration Revenue Priority of Payments and application of any Principal Addition Amounts in accordance with the Pre-Acceleration Principal Priority of Payments, the sum of Available Principal Receipts together with amounts standing to the credit of the General Reserve Fund would be sufficient to redeem the Class G Notes in full on such Interest Payment Date.

**Class G Noteholders** means the holders of the Class G Notes;

**Class G Principal Deficiency Sub-Ledger** means the Principal Deficiency Ledger relating to the Class G Notes;

**Class R Notes** means the £4,290,000 Class R Notes due December 2044;

**Class R Noteholders** means the holders of the Class R Notes;

**Class X Notes** means the £5,360,000 Class X mortgage backed floating rate notes due December 2044;

**Class X Noteholders** means the holders of the Class X Notes;

**Class R Certificateholders** means the persons who for the time being are registered in the Register as the holders of the Class R Certificates;

**Class R Certificates** means the 1,000,000 Class R Certificates issued or due to be issued by the Issuer on the Closing Date or, as the case may be, a specific number thereof;

**Class R Certificates Entrenched Rights** has the meaning given to it in Clause 23 of the Trust Deed;

**Class Y Certificateholders** means the persons who for the time being are registered in the Register as the holders of the Class Y Certificates;

**Class Y Certificates** means the 1,000,000 Class Y Certificates issued or due to be issued by the Issuer on the Closing Date or, as the case may be, a specific number thereof;

**Class Y Certificates Entrenched Rights** has the meaning given to it in Clause 23 of the Trust Deed;

**Class Y Certificate Payment** has the meaning given to it in Certificates Condition 5.2 (*Payment*) of Certificates;

**Class Y Certificate Payment Amount** has the meaning given to it in Certificates Condition 5.2 (*Payment*) of Certificates;

**Clear Days** has the meaning given to it in paragraph 1 of Schedule 5 to the Trust Deed;

**Clearing System** has the meaning given to it in paragraph 1 of Schedule 5 to the Trust Deed;

**Clearstream, Luxembourg** means Clearstream Banking, *société anonyme*;

**Client Money Rules** means the FCA Rules in relation to client money from time to time;

**Closing Date** means 15 June 2021;

**CML** means the Council of Mortgage Lenders in the United Kingdom;

**CML Code** means the Mortgage Code issued by the CML;

**CMS** means at any time the monthly mortgage instalment then due under a Loan during the relevant Calculation Period, without regard for any discounted or additional payment arrangements agreed with the Borrower and excluding any fees, costs and charges;

**Co-Arrangers** means each of BofA Securities and OSB;

**Collection Account(s)** means:

- (a) prior to the Collection Account Transfer Date, the collection account held in the name of the Vendor at the Collection Account Bank or such additional or replacement account as may for the time being be in place; and
- (b) on and following the Collection Account Transfer Date, the collection account held in the name of the Issuer at the Collection Account Bank or such additional or replacement account as may for the time being be in place;

**Collection Account Bank** means National Westminster Bank PLC or such additional or replacement bank as may for the time being hold the Collection Account;

**Collection Account Bank Rating** means:

- (a) in the case of S&P: a short-term unsecured, unguaranteed and unsubordinated debt rating of at least A-2 by S&P (if a short-term unsecured, unguaranteed and unsubordinated debt rating is assigned by S&P) and a long-term unsecured, unguaranteed and unsubordinated debt rating of at least BBB by S&P, or should the Collection Account Bank not benefit from a short-term unsecured, unguaranteed and unsubordinated debt rating of at least A-2 by S&P, a long-term unsecured, unguaranteed and unsubordinated debt rating of at least BBB+ by S&P; or

- (b) such other lower rating which is consistent with the then current rating methodology of the Rating Agencies in respect of the then current ratings of the Rated Notes;

**Collection Account Declaration of Trust** means the declaration of trust over the Collection Account between the Issuer, the Master Servicer, the Vendor and the Security Trustee entered into on the Closing Date;

**Collection Account Transfer Date** means the date on which the Collection Account is transferred from the Vendor to the Issuer;

**Collection Period** means the quarterly period commencing on and including the Collection Period Start Date and ending on and including the last calendar day before the immediately following Collection Period Start Date;

**Collection Period Start Date** means the 1st calendar day of March, June, September and December (provided that the first Collection Period Start Date will be 1 June 2021);

**Commission** means the United States Securities and Exchange Commission;

**Common Safekeeper** means Clearstream, Luxembourg;

**Common Services Provider** means Elavon Financial Services DAC;

**Companies Act** has the meaning given to the term "Companies Acts" in section 2 of the Companies Act 2006, with the addition of the words "to the extent that they are in force" at the end of section 2(1)(a) (as it applies to limited liability partnerships) and any regulations made pursuant to those Acts to the extent that they are in force;

**Comparable Mortgage Lender** means a reasonably prudent lender of residential mortgage loans to borrowers in England, Wales, Northern Ireland and Scotland who include buy-to-let borrowers, the self-employed, independent contractors, temporary employees, borrowers who self-certify their income and/or those who may have experienced previous credit problems including borrowers who generally may not satisfy the lending criteria of traditional mortgage lenders of a similar type to the Loans and on terms and criteria substantially the same as the Standard Mortgage Documentation and the lending criteria and to Borrowers with similar credit histories as the Borrowers;

**Compounded Daily SONIA** has the meaning given to it in Condition 5.3 (*Rate of Interest*) of the Notes;

**Competent Authority** means the Central Bank of Ireland in its capacity as competent authority under the Prospectus Regulation and references to the **relevant Competent Authority** shall, in relation to any Note, be references to the competent authority relating to the stock exchange on which the Notes are from time to time, or will be, listed or admitted to trading;

**Computer System** means any computer hardware or software or any equipment operated by electronic means;

**Conditions or Terms and Conditions** means the terms and conditions of the Notes set out in Schedule 3 to the Trust Deed, as any of the same may from time to time be amended, varied or restated in accordance with the provisions of the Trust Deed and any reference to a numbered Condition shall be construed accordingly;

**Control** means the holding of a majority of the voting rights in a person, or the right to appoint or remove a majority of its board of directors or equivalent body, or the control of a majority of the

voting rights in it under an agreement with other shareholders or investors, in each case whether directly or indirectly, and **Controlled** shall be interpreted accordingly;

**Convention** means the Modified Following Business Day Convention as defined in the 2000 ISDA Definitions published by ISDA;

**Corporate Services Agreement** means the agreement dated the Closing Date and made between the Corporate Services Provider, the Share Trustee, Holdings, the Issuer, the Seller and the Security Trustee for the provision by the Corporate Services Provider of certain corporate services to the Issuer and Holdings (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time);

**Corporate Services Provider Fee Letter** has the meaning given to it in Clause 1.2 of the Corporate Services Agreement;

**Corporate Services Provider** means Intertrust Management Limited (registered number 03853947), a company incorporated under the laws of England and Wales, whose principal office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX or such other person or persons for the time being acting as Corporate Services Provider to the Issuer and Holdings under the Corporate Services Agreement;

**Counter Notice** has the meaning given in Clause 3.8 of the Deed Poll (Majority Holder Option);

**CPUTRs** means the Consumer Protection from Unfair Trading Regulations 2008;

**CTA 2009** means the Corporation Tax Act 2009;

**Cumulative Defaults** means, at any time, the Current Principal Balance of all Loans in respect of which the relevant Property has been repossessed;

**Current Principal Balance** means, on any date, the aggregate principal balance of the Loan at such date (but avoiding double counting) including:

- (a) the original principal amount advanced to the relevant Borrower and any further amount advanced on or before the given date to the relevant Borrower secured or intended to be secured by the related Mortgage; and
- (b) any interest, disbursement, legal expense, fee, charge, rent, service charge, premium or payment which has been properly capitalised in accordance with the relevant Mortgage Conditions or with the relevant Borrower's consent and added to the amounts secured or intended to be secured by the related Mortgage,

as at the end of the Business Day immediately preceding that given date less any repayment or payment of any of the foregoing made on or before the end of the Business Day immediately preceding that given date and excluding any retentions made but not released by the end of the Business Day immediately preceding that given date;

**Cut-off Date** means 1 June 2021;

**Data Protection Laws** means any law, enactment, regulation or order concerning the processing of data relating to living persons including:

- (a) the EU GDPR, EU law on the protection of personal data as applicable pursuant to Article 71 of the Withdrawal Agreement and all other European Data Protection Laws;

(b) the UK GDPR, the UK Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003;

each to the extent applicable to the activities or obligations under or pursuant to this agreement.

**Data Subject** has, when used in respect of the performance of an activity or obligation, the meaning given to that term in the relevant Data Protection Laws applicable to that activity or obligation;

**D.D. Date** means the date of delivery to the Account Bank or BACS (as the case may be) of such instructions as may be necessary from time to time for the debit of a Borrower's account in respect of which there is a direct debit mandate;

**Deed of Charge** means the deed of charge to be entered into on or about the Closing Date between, *inter alios*, the Issuer and the Security Trustee pursuant to which the Issuer grants the Security in favour of the Security Trustee for the benefit of the Secured Creditors (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time);

**Deed of Charge Accession Undertaking** means an accession undertaking in a form set out in Schedule 2 to the Deed of Charge, to be entered into between *inter alia*, the Issuer, the Security Trustee and the Secured Creditors, by which a new secured creditor shall accede to the terms of the Deed of Charge;

**Deed of Consent** means a deed or agreement whereby a mortgagee in relation to a Property in England and Wales agrees with the Seller to postpone its mortgage over the Property so that the sums secured by it will rank for repayment after the sums secured by the relevant Mortgage;

**Deed Poll** means the Deed Poll (Majority Holder Option) and/or the Deed Poll (Retention Holder Option) (as applicable);

**Deed Poll (Majority Holder Option)** means the deed poll dated on or about the Closing Date, executed by the Issuer and the Legal Title Holder, in favour of the Majority Holder from time to time;

**Deed Poll (Retention Holder Option)** means the deed poll dated on or about the Closing Date, executed by the Issuer and the Legal Title Holder, in favour of the Retention Holder;

**Deferred Interest** shall have the meaning given to it in Condition 18.1 (*Subordination by Deferral*) of the Notes;

**Definitive Certificates** means any of the Definitive Class Y Certificates and any of the Definitive Class R Certificates;

**Definitive Class R Certificates** means any of the Class R Certificates in definitive form;

**Definitive Class Y Certificates** means any of the Class Y Certificates in definitive form;

**Definitive Notes** means any of the Notes in definitive form;

**Deposit Account** means the deposit account (account number 7371 [REDACTED] sort code 04 [REDACTED] in the name of the Issuer held with the Account Bank and maintained subject to the terms of the Bank Account Agreement and the Deed of Charge or such additional or replacement account as may for the time being be in place pursuant to the Cash Management Agreement with the prior consent of the Security Trustee and designated as such;

**Deposit Account Mandate** means the form of bank mandate relating to the Deposit Account as set out in Schedule 1 to the Bank Account Agreement;

**Deposit Account Rate** means the rate of interest accruing on the balance standing to the credit of the Deposit Account equal to the rate that is from time to time agreed between the Issuer and the Account Bank;

**Determination Period** means a Collection Period during which the Cash Manager does not receive a Servicer Report;

**Direct Debit Mandate** means a mandate from a Borrower to the Servicer authorising payments to be made by the relevant Borrower to the Seller by way of the Direct Debiting Scheme;

**Direct Debiting Scheme** means the scheme for the manual or automated debiting of bank accounts operated in accordance with the detailed rules of certain members of the Association for Payment Clearing Services;

**Disclosure Letter** means the disclosure letter provided by the Seller to the Issuer in respect of the Loan Warranties;

**Discretionary Rate** means any discretionary rate or margin (other than the Standard Variable Rate) applicable from time to time in respect of any Loan (or Loan type) in the Portfolio;

**Drawdown Date** means the Closing Date;

**Early Redemption Date** means the Interest Payment Date on which the Notes are to be redeemed in accordance with Condition 7.3 (*Optional Redemption for Taxation Reasons*), Condition 7.4 (*Mandatory Redemption in full following exercise of the Majority Holder Option*) or Condition 7.5 (*Mandatory Redemption of the Notes following the exercise of the Risk Retention Regulatory Change Option*).

**Early Repayment Charge** means the charge which a Borrower is required to pay under the terms of the relevant Loan if he or she repays all or some part of the Loan before a specified date;

**Early Repayment Fee** means any fee (other than a Borrower Redemption Fee) which a Borrower is required to pay in the event that the Borrower is in default or his or her Loan becomes repayable for any other mandatory reason or he or she repays all or any part of the relevant Loan before a specified date in the Mortgage Conditions;

**EEA** means European Economic Area;

**EEA Member Country** means any of the member states of the European Union, Iceland, Liechtenstein, and Norway;

**Electronic Notification of Discharge** means an electronic notification of the discharge of a mortgage or charge, sent to the relevant Land Registry in lieu of a paper discharge;

**Eligible Person** has the meaning given to it in paragraph 1 of Schedule 5 to the Trust Deed;

**Encumbrance** has the same meaning as **Security Interest**;

**Enforcement Procedures** has the meaning given in the Servicing Agreement;

**English Loans** means Loans that are secured by an English Mortgage, as listed in the electronic file referred to in Part A of Schedule 6 (*The Mortgage Portfolio*) to the Mortgage Sale Agreement;

**English Mortgage** means a first ranking legal charge secured over a freehold or leasehold property located in England or Wales;

**EONIA** means the reference rate for any day referred to as the Euro OverNight Index Average calculated by the European Central Bank and appearing on the Thomson Reuters page "EONIA=" by 7pm (CET) that same evening;

**ESMA** means the European Securities and Markets Authority;

**EU Article 7 ITS** means Commission Implementing Regulation (EU) 2020/1225226 including any relevant guidance and policy statements in relation thereto published by the EBA, the ESMA, the EIOPA (or their successor) or by the European Commission;

**EU Article 7 RTS** means Commission Delegated Regulation (EU) 2020/1224227 including any relevant guidance and policy statements in relation thereto published by the EBA, the ESMA, the EIOPA (or their successor) or by the European Commission;

**EU Article 7 Technical Standards** mean the EU Article 7 RTS and the EU Article 7 ITS;

**EU Bail-In Legislation Schedule** means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time;

**EU CRA Regulation** means regulation (EC) No. 1060/2009 (as amended);

**EU GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

**EUWA** means the European Union (Withdrawal) Act 2018;

**EU Data Protection Laws** means any law, enactment, regulation or order transposing, implementing, adopting, supplementing or derogating from, the EU GDPR and the EU Directive 2002/58/EC in each EU member state;

**EU Insolvency Regulation** means Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on Insolvency Proceedings;

**EU Prospectus Regulation** means regulation (EU) 2017/1129 (as amended or superseded);

**EU Retention Requirements** means the retention by the Retention Holder as sponsor, on an ongoing basis, a material net economic interest of not less than 5 per cent. in the securitisation in accordance with Article 6(1) of the EU Securitisation Regulation;

**EU Securitisation Regulation** means Regulation (EU) 2017/2402 as amended (including as by Regulation (EU) 2021/557), varied or substituted from time to time and including the EU Securitisation Rules applicable from time to time;

**EU Securitisation Rules** mean: (i) applicable regulatory and/or implementing technical standards or delegated regulations made under the EU Securitisation Regulation (including any applicable transitional provisions); and/or (ii) any relevant guidance and policy statements relating to the application of the EU Securitisation Regulation published by the EBA, the ESMA, the EIOPA (or their successor), collectively, the European Supervisory Authorities or ESAs, including any applicable guidance and policy statements issued by the Joint Committee of ESAs and/or the



European Commission; and/or (iii) any applicable laws, regulations, rules, guidance or other applicable national implementing measures, in each case as amended, varied or substituted from time to time;

**EU SR Data Tape** has the meaning given to it in Clause 4.8 of the Servicing Agreement;

**EU SR Investor Report** has the meaning given to it in Clause 7.3 of the Cash Management Agreement

**EU SR Significant Event Information** has the meaning given to it in Clause 7.3 of the Corporate Services Agreement;

**EuroABS** means EuroABS Limited;

**Euroclear** means Euroclear Bank S.A./N.V. and any successor to such business;

**Euronext Dublin** means the Irish Stock Exchange plc;

**Event of Default** means an Event of Default as defined in Condition 10 (*Events of Default*) of the Notes and Certificates Condition 9.1 (*Event of Default*) (as applicable);

**Extraordinary Resolution** has the meaning given to it in Condition 12.13 (*Meetings of Noteholders, Modification, Waiver and Substitution*) of the Notes and Certificates Condition 11.13 (*Meetings of Certificateholders and Noteholders, Modification, Waiver and Substitution*) (as applicable);

**FATCA Withholding** means any amount required to be withheld or deducted pursuant to the rules of U.S. Internal Revenue Code Sections 1471 to 1474 (or any amendment or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service;

**FCA** means the Financial Conduct Authority;

**FCA Handbook** means the FCA's handbook of rules and guidance as amended from time to time;

**Final Maturity Date** means the Interest Payment Date falling in December 2044;

**Final Redemption** means the date on which all monies and other liabilities for the time being due or owing by the Issuer to the Note Trustee on behalf of the Noteholders and the Certificateholders have been paid in full;

**Fitch** means Fitch Ratings Limited;

**Fixed Rate Increase** means an increase in the interest rate charged in respect of the Fixed Rate Loans;

**Fixed Rate Loan** means a Loan or any sub-account(s) of such Loan to the extent that and for such time as the interest rate payable by the relevant Borrower on all or part of the outstanding principal balance does not vary and is fixed for a certain period of time by the Seller;

**Flexible Loans** means the flexible loan products giving the Borrower an exercisable redraw right under the relevant Loan;

**Floating Rate Notes** means the Rated Notes;

**Floating Rate of Interest** has the meaning given to that term in Condition 5.3 (*Rate of Interest*) of the Notes;

**Force Majeure Event** means any event beyond the reasonable control of a party including, without limitation, strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm;

**Framework** means the "International Convergence of Capital Measurement and Capital Standards: Revised Framework (Comprehensive Version)" text published by the Basel Committee on Banking Supervision in June 2006;

**FSA** means the Financial Services Authority;

**FSMA 2000** or **FSMA** means the Financial Services and Markets Act 2000 as amended from time to time;

**Further Advance** means, in relation to a Loan, any advance of further money to the relevant Borrower following the making of the Initial Advance, which is secured by the same Mortgage as the Initial Advance, but does not include the amount of any retention advanced to the relevant Borrower as part of the Initial Advance after completion of the Mortgage;

**GBP** together with **Pounds, Sterling** and **£** means the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland;

**General Reserve Fund** has the meaning given to it in paragraph 4 of Schedule 2 to the Cash Management Agreement;

**General Reserve Fund Condition** means:

- (a) in respect of any payment towards interest due on the Class B Notes:
  - (i) the debit balance of the Class B Principal Deficiency Sub-Ledger is less than or equal to 25 per cent. of the Principal Amount Outstanding of the Class B Notes (taking into account any redemptions of the Class B Notes to be applied on the relevant Interest Payment Date); or
  - (ii) the Class B Notes are the Most Senior Class of Notes outstanding;
- (b) in respect of any payment towards interest due on the Class C Notes:
  - (i) there is no debit balance of the Class C Principal Deficiency Sub-Ledger; or
  - (ii) the Class C Notes are the Most Senior Class of Notes outstanding;
- (c) in respect of any payment towards interest due on the Class D Notes:
  - (i) there is no debit balance of the Class D Principal Deficiency Sub-Ledger; or
  - (ii) the Class D Notes are the Most Senior Class of Notes outstanding;
- (d) in respect of any payment towards interest due on the Class E Notes:
  - (i) there is no debit balance of the Class E Principal Deficiency Sub-Ledger; or

- (ii) the Class E Notes are the Most Senior Class of Notes outstanding; and
  - (e) in respect of any payment towards interest due on the Class F Notes:
    - (i) there is no debit balance of the Class F Principal Deficiency Sub-Ledger; or
- the Class F Notes are the Most Senior Class of Notes outstanding;

**General Reserve Fund Excess Amount** means, on each Interest Payment Date, the amount by which amounts standing to the credit of the General Reserve Fund (taking into account other amounts to be credited to or debited from the General Reserve Fund on such Interest Payment Date) exceeds the General Reserve Fund Required Amount on such Interest Payment Date;

**General Reserve Fund Ledger** means the ledger in the Deposit Account maintained by the Cash Manager on behalf of the Issuer which records (i) as a credit, all amounts credited to the General Reserve Fund from the proceeds of the issuance of the Notes and all amounts of Available Revenue Receipts credited thereto in accordance with the Pre-Acceleration Revenue Priority of Payments and (ii) as a debit, amounts withdrawn to meet a Revenue Deficiency (subject to the relevant General Reserve Fund Condition being satisfied) and amounts withdrawn as General Reserve Fund Excess Amounts;

**General Reserve Fund Release Amount** means, on any Interest Payment Date, an amount equal to the lesser of (a) the amount standing to the credit of the General Reserve Fund (prior to any other amounts to be credited to or debited from the General Reserve Fund on such Interest Payment Date) and (b) the Revenue Deficiency;

**General Reserve Fund Required Amount** means:

- (a) on any Interest Payment Date falling prior to the Class G Notes Final Redemption Date:
  - (i) if a General Reserve Fund Trigger Event has not occurred on or prior to the Calculation Date immediately preceding such Interest Payment Date, an amount equal to 1.5 per cent. of the aggregate Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class G Notes prior to the application of Available Principal Receipts on such Interest Payment Date minus the Liquidity Reserve Fund Required Amount; and
  - (ii) if a General Reserve Fund Trigger Event has occurred on or prior to the Calculation Date immediately preceding such Interest Payment Date, an amount equal to 1.5 per cent. of the aggregate Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class G Notes on the Interest Payment Date immediately preceding the date on which the General Reserve Fund Trigger Event occurred (prior to the application of Available Principal Receipts on such Interest Payment Date), minus the Liquidity Reserve Fund Required Amount; and
- (b) on any Interest Payment Date falling on or after the Class G Notes Final Redemption Date, zero.

**General Reserve Fund Trigger Event** means the event that occurs if:

- (a) the Notes (other than the Class R Notes) are not redeemed on the Step-Up Date in accordance with Condition 7.4 (*Mandatory Redemption in full following exercise of the Majority Holder Option*); or
- (b) Cumulative Defaults in respect of the Loans comprising the Portfolio are greater than 5 per cent. of the aggregate Current Principal Balance of the Loans comprised in the Portfolio as at the Portfolio Reference Date;

**Global Certificate** means any Global Class Y Certificate or any Global Class R Certificate;

**Global Class R Certificate** means the global Class R certificate in registered form in substantially the form set out in Schedule 2 of the Trust Deed;

**Global Class Y Certificate** means the global Class Y certificate in registered form in substantially the form set out in Schedule 2 of the Trust Deed;

**Global Note** means the global note in registered form issued in respect of the Notes;

**Goodbye Letter** means a letter agreed between the Issuer, the Master Servicer and the Servicer, provided that the final form of such letter shall be determined in the absolute discretion of the Servicer acting as a Prudent Residential Mortgage Servicer;

**Governmental Authority** means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;

**HMRC** means HM Revenue & Customs;

**Historic Servicing Agreement** means the servicing agreement made between among other parties, Target Servicing Limited, OneSavings Bank plc, Rochester Mortgages Limited and Rochester Financing No.2 plc dated 26 February 2016;

**Holding Company** means a holding company as defined in section 1159 of the Companies Act 2006;

**Holdings** means Rochester Mortgages Holdings No.3 Limited (registered number 13356421), a limited company incorporated under the laws of England and Wales, whose registered office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX;

**Housing Indices** means UK residential property prices, as measured by the Nationwide House Price Index and Halifax House Price Index;

**ICSD** means Clearstream, Luxembourg and Euroclear;

**Identified Person** has the meaning given to it in paragraph 3 of Schedule 5 to the Trust Deed;

**IFRS** means the International Financial Reporting Standards;

**In Arrears or in arrears** means, in respect of a Mortgage Account, that one or more Monthly Payments in respect of such Mortgage Account have become due and remain unpaid (either in whole or in part) by a Borrower;

**Indemnified Claim** has the meaning given to it in Clause 9.6 of the Corporate Services Agreement;

**Indemnified Persons** means, with respect to the Corporate Services Agreement, the Corporate Services Provider and all Associated Persons of the Corporate Services Provider;

**Independent Certificates** means certificates of independent parties furnished by the Issuer to the Note Trustee and/or the Security Trustee (as appropriate) and in accordance with sections 314(c) and 314(d)(1) of the U.S. Trust Indenture Act 1939;

**Independent Director** means a duly appointed member of the board of directors of the Issuer who should not have been, at the time of such appointment, or at any time in the preceding five years, (i) a direct or indirect legal or beneficial owner in the Issuer or any of its Affiliates (excluding *de minimus* ownership interests), (ii) a creditor, supplier, employee, officer, director, family member, manager, or contractor of the Issuer or its Affiliates, or (iii) a person who controls (whether directly, indirectly, or otherwise) the Issuer or its Affiliates or any creditor, supplier, employee, officer, director, manager, or contractor of the Issuer or its Affiliates;

**Indirect Participants** means persons that hold interests in the Book-Entry Interests through Participants;

**Industry CPR** means quarterly industry constant repayment rate;

**Initial Advance** means all amounts advanced by the Seller to a Borrower under a Loan other than a Further Advance;

**Initial Consideration** means an amount equal to £209,408,259.54;

**Insolvency Acts** means the Insolvency Act 1986 and the Insolvency (Northern Ireland) Order 1989, as amended from time to time;

**Insolvency Event** means, in respect of the Seller, the Master Servicer, the Servicer, the Corporate Services Provider or the Cash Manager (each, for the purposes of this definition, a **Relevant Entity**):

- (a) an order is made or an effective resolution passed for the winding up of the Relevant Entity; or
- (b) the Relevant Entity ceases or threatens to cease to carry on the whole of its business or stops payment or threatens to stop payment of its debts or is deemed unable to pay its debts within the meaning of section 123(1)(a), (b), (c) or (d) of the Insolvency Act 1986, or the meaning of section 103(1) (a), (b), (c) or (d) of the Insolvency (Northern Ireland) Order 1989 or becomes unable to pay its debts as they fall due or the value of its assets falls to less than the amounts of its liabilities (taking into account, for both these purposes, contingent and prospective liabilities) or otherwise becomes insolvent; or
- (c) proceedings (including, but not limited to, presentation of an application for an administration order, the filing of documents with the court for the appointment of an administrator or the service of a notice of intention to appoint an administrator) are initiated against the Relevant Entity under any applicable liquidation, administration, reorganisation (other than a reorganisation where the Relevant Entity is solvent) or other similar laws, save where such proceedings are being contested in good faith; or an administrative or other receiver, administrator or other similar official is appointed in relation to the whole or the substantial part of the undertaking or assets of the Relevant Entity or the appointment of an administrator takes effect; or a distress, execution or diligence or other process is enforced upon the whole or the substantial part of the undertaking or assets of the Relevant Entity and in any of the foregoing cases it is not discharged within 15 Business Days; or if the Relevant Entity initiates or consents to judicial proceedings relating to itself under any applicable liquidation, administration, insolvency, 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;

**Insurance Policies** means the Third Party Buildings Policies and any other insurance contracts in replacement, addition or substitution thereof from time to time which relate to the Loans and Insurance Policy means any one of them;

**Insurance Premium Amounts** means an amount equal to the *pro rata* share of any cost of contingent insurance premium taken out by the Seller or the Servicer, as applicable, in respect of the Loans;

**Intellectual Property** means copyright, patents, design rights, rights in databases, moral rights, service marks, trade marks, trading and business names, rights in inventions, rights in domain names and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;

**Interest-only Loan** means a Loan where the Borrower is only required to pay interest during the term of the Loan, with the capital being repaid in a lump sum at the end of the term;

**Interest Amounts** means the amount payable in respect of interest on the Principal Amount Outstanding of each Class of Notes for the relevant Interest Period, as determined by the Agent Bank as soon as practicable after 11.00 a.m. London time on each Interest Calculation Date, but in no event later than the third Business Day thereafter;

**Interest Calculation Date** means the fifth London Banking Day before the Interest Payment Date for which the relevant Rate of Interest will apply;

**Interest Determination Ratio** has the meaning given to such term in Schedule 5 of the Cash Management Agreement;

**Interest Payment Date** means the 18th day of March, June, September and December in each year or, if such day is not a Business Day, the immediately succeeding Business Day, with the first Interest Payment Date falling in September 2021;

**Interest Period** means, in relation to a Note, the period from (and including) an Interest Payment Date for that Note (except in the case of the first Interest Period for the Notes, where it shall be the period from (and including) the Closing Date) to (but excluding) the next succeeding or first Interest Payment Date);

**Investment Company Act** means the United States Investment Company Act of 1940, as amended.

**Investor Report** has the meaning given to it in Clause 7.3 (*Information Covenants*) of the Cash Management Agreement;

**Irrecoverable VAT** means any amount in respect of VAT incurred by a party to the Transaction Documents (for the purposes of this definition, a **Relevant Party**) as part of a payment in respect of which it is entitled to be reimbursed or indemnified under the relevant Transaction Documents to the extent that neither the Relevant Party nor any member of its VAT group is entitled to receive and retain a credit or repayment of such VAT as input tax (as that expression is defined in section 24(1) of the Value Added Tax Act 1994);

**Issuer** means Rochester Financing No.3 plc (registered number 09928782), a public limited company incorporated under the laws of England and Wales, whose registered office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX;

**Issuer Accounts** means each of the Deposit Account and any additional or replacement accounts (including, if applicable, any securities accounts) opened in the name of the Issuer from time to time;

**Issuer Power of Attorney** means the power of attorney granted by the Issuer in favour of the Security Trustee under the Deed of Charge on the Closing Date substantially in the form set out in Schedule 1 to the Deed of Charge;

**Issuer Profit Ledger** means the ledger maintained by the Cash Manager to record as a credit amounts retained by the Issuer as profit in accordance with the Pre-Acceleration Revenue Priority of Payments;

**Issuer's Profit** means the profit of the Issuer, retained by the Issuer as provided for in accordance with the Cash Management Agreement;

**Issuer Substitution Condition** means the condition(s) in Condition 12.15 (*Issuer Substitution Condition*) of the Notes and Certificates Condition 11.14 (*Issuer Substitution Condition*) (as applicable);

**Issuer's Certificate** means a certificate signed in the name of the Issuer by two directors of the Issuer;

**ITA 2007** means the Income Tax Act 2007;

**Land Registry** means, as the context permits, the body responsible for recording details of land in England and Wales, the Land Registry of Northern Ireland and/or the Registry of Deeds of Northern Ireland;

**Law** includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction and any present or future directive, regulation, guideline, practice, concession, request or requirement whether or not having the force of law issued by any governmental body, agency or department or any central bank or other fiscal, monetary, taxation, regulatory, self-regulatory or other authority or agency;

**Ledgers** means the Principal Ledger, the Revenue Ledger, the General Reserve Fund Ledger, the Principal Deficiency Ledger, the Liquidity Reserve Fund Ledger, the Issuer Profit Ledger, the Warranty Reserve Fund Ledger and any additional ledger operated in accordance with the Cash Management Agreement (for the avoidance of doubt, the Ledgers will not be required to be kept in physical form and where it is expressed in the Transaction Documents that amounts are standing to the credit of the relevant Ledger this means that amounts can be identified as being of the particular nature to be recorded on such Ledger);

**Legal Title Holder** means Rochester Mortgages Limited (registered number 09928431);

**Lending Criteria** means the lending criteria of each Original Lending Entity applicable to each relevant Loan and its Related Security;

**Lending Industry's Principles of Data Reciprocity** means the rules formulated by the Steering Committee on Reciprocity governing the sharing of data via credit reference agencies by institutions engaged in the provision of banking facilities;

**Liability** means, in respect of any person, any loss, damage, cost, fee, charge, award, claim, demand, expense, judgment, action, proceeding or other liability including, but without limitation, legal costs and expenses properly incurred (including, in each case, Irrecoverable VAT in respect thereof);

**LIBOR** means the London Inter-Bank Offered Rate;

**Liquidity Deficiency** means, on any Interest Payment Date, an amount equal to any shortfall in amounts available to pay items (a) to (d) and (f) of the Pre-Acceleration Revenue Priority of Payments following application of Available Revenue Receipts.

**Liquidity Reserve Fund** has the meaning given to it in paragraph 3 of Schedule 2 to the Cash Management Agreement;

**Liquidity Reserve Fund Condition** means, in respect of any payment towards interest due on the Class B Notes, (a) the debit balance of the Class B Principal Deficiency Sub-Ledger is less than or equal to 25 per cent. of the Principal Amount Outstanding of the Class B Notes (taking into account any redemptions of the Class B Notes to be applied on the relevant Interest Payment Date) or (b) the Class B Notes are the Most Senior Class of Notes outstanding.

**Liquidity Reserve Fund Excess Amount** means, on each Interest Payment Date, the amount by which amounts standing to the credit of the Liquidity Reserve Fund (taking into account other amounts to be credited to or debited from the Liquidity Reserve Fund on such Interest Payment Date) exceeds the Liquidity Reserve Fund Required Amount on such Interest Payment Date.

**Liquidity Reserve Fund Ledger** means the ledger in the Deposit Account maintained by the Cash Manager on behalf of the Issuer to record (i) as a credit, all amounts credited to the Liquidity Reserve Fund from the proceeds of the issuance of the Notes and all amounts of Available Revenue Receipts credited thereto in accordance with the Pre-Acceleration Revenue Priority of Payments and (ii) as a debit amounts withdrawn to meet a Liquidity Deficiency (subject to the relevant Liquidity Reserve Fund Condition being satisfied) and amounts withdrawn as Liquidity Reserve Fund Excess Amounts;

**Liquidity Reserve Fund Release Amount** means, on any Interest Payment Date, an amount equal to the lesser of (a) the amount standing to the credit of the Liquidity Reserve Fund (prior to any other amounts to be credited to or debited from the Liquidity Reserve Fund on such Interest Payment Date) and (b) the Liquidity Deficiency.

**Liquidity Reserve Fund Required Amount:**

- (a) on any Interest Payment Date falling prior to the Class B Notes Final Redemption Date, an amount equal to 1.5 per cent. of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes prior to the application of Available Principal Receipts on such Interest Payment Date; and
- (b) on any Interest Payment Date falling on or after the Class B Notes Final Redemption Date, zero;

**Loan or Mortgage Loan** means the residential mortgage loans (including, for the avoidance of doubt, any English Loan, Northern Irish Loan or any Scottish Loan), secured by a Mortgage and Related Security, in the Portfolio to be sold, assigned or transferred to the Issuer on the Closing Date (as set out in the electronic file referred to in Schedule 6 (*The Mortgage Portfolio*) to the Mortgage Sale Agreement) but excluding (for the avoidance of doubt) each Loan and its Related Security which is sold by the Issuer in accordance with the terms of the Transaction Documents and no longer beneficially owned by the Issuer;

**Loan Agreement** means, in relation to a Loan, the loan agreement entered into between the relevant Borrower and the Seller, as amended and/or restated from time to time;



**Loan Files or Mortgage Loan Files** means the file or files relating to each Mortgage Loan (whether in paper, electronic or other form and including files kept in microfiche format or a similar electronic data retrieval system or the substance of which is transcribed and held on an electronic data retrieval system) containing (i) the mortgage application, (ii) the offer, (iii) the relevant Mortgage Conditions and (iv) the Mortgage, along with, only to the extent available, any material documentation supporting the decision to advance monies under a Mortgage Loan (including, for this purpose, (i) results of checks for income and references, (ii) reports on title and valuation for the Related Security and (iii) other material documentation used by the underwriter), any material pre-contract documentation (including any applicable consent under Data Protection Laws), correspondence between the Borrower and the Original Lending Entity, diary notes by each person that has administered such Mortgage Loan, any other Mortgage Documentation held by the Servicer or any Contractor, any Valuation Reports, any Certificate of Title and any call recordings of telephone calls with the relevant Borrower that are required to be retained by any Requirement of Law or Regulatory Directions;

**Loan Warranties** means the representations and warranties set out in Schedule 2 to the Mortgage Sale Agreement;

**London Banking Day** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

**Losses** means the aggregate of (a) all realised losses on the Loans which are not recovered from the proceeds following the sale of the Property to which such Loan relates or, if later, upon completion of all relevant enforcement procedures (b) any loss to the Issuer as a result of an exercise of any set-off by any Borrower in respect of its Loan and (c) without double counting and to the extent not already compensated for by the payment of an Asset Warranty Payment, all realised losses on any Loan in respect of which there has been a breach of Loan Warranty;

**LP (MP) Act** means the Law of Property (Miscellaneous Provisions) Act 1994;

**LTV, LTV ratio or loan-to-value ratio** means the ratio which expresses the outstanding balance of the aggregate of Loans in the Mortgage Accounts (which incorporate all Loans secured on the same Property) as at the Portfolio Reference Date based on the aggregate amount of the initial advances and any further advances on the later of the date of origination and the date of further advance of the Loan divided by the value of the Property securing the Loans in the Mortgage Account either (i) as at that date or (ii) in the event there has been any variation in the mortgage contract, the date of such variation;

**Majority Holder** means, in relation to the Class R Certificates, (a) (where the Class R Certificates are represented by Registered Definitive Class R Certificates) the holder of more than 50 per cent. of the Class R Certificates or (where the Class R Certificates are represented by the Global Class R Certificate) the Indirect Participant who holds the beneficial interest in more than 50 per cent. of the Class R Certificates or (b) where no person holds more than 50 per cent. of the Class R Certificates or (where the Class R Certificates are represented by the Global Class R Certificate) beneficial interest in more than 50 per cent. of the Class R Certificates, any group of persons holding in aggregate more than 50 per cent. of the Class R Certificates or (where the Class R Certificates are represented by the Global Class R Certificate) beneficial interest in greater than 50 per cent. of the Class R Certificates;

**Majority Holder Option** has the meaning given to it in Clause 2 of the Deed Poll (Majority Holder Option);

**Majority Holder Option Exercise Notice** has the meaning given to it in Clause 3 of the Deed Poll (Majority Holder Option);

**Majority Holder Option Loans** has the meaning given to that term in the Deed Poll (Majority Holder Option);

**Majority Holder Option Sale** means the sale of the Portfolio to the Majority Holder or its nominee pursuant to an exercise of the Majority Holder Option;

**Majority Holder Option Purchase Price** means the amount required (when aggregated with all other funds available to the Issuer, including the General Reserve Fund and the Liquidity Reserve Fund, but excluding amounts standing to the credit of the Warranty Reserve Fund) to redeem all of the Notes (other than the Class R Notes) at their respective Principal Amounts Outstanding and to pay any fees, costs and expenses of the Issuer payable senior to the Notes in the Post-Acceleration Priority of Payments on the relevant Early Redemption Date;

**Margin** means in respect of each Class of the Notes the following per cent. per annum:

- (a) in respect of the Class A Notes, 0.70 per cent. per annum (and, following the Step-Up Date, 1.30 per cent. per annum);
- (b) in respect of the Class B Notes, 1.20 per cent. per annum (and, following the Step-Up Date, 1.80 per cent. per annum);
- (c) in respect of the Class C Notes, 1.50 per cent. per annum (and, following the Step-Up Date, 2.25 per cent. per annum);
- (d) in respect of the Class D Notes, 1.85 per cent. per annum (and, following the Step-Up Date, 2.775 per cent. per annum);
- (e) in respect of the Class E Notes, 2.50 per cent. per annum (and, following the Step-Up Date, 3.50 per cent. per annum);
- (f) in respect of the Class F Notes, 2.50 per cent. per annum (and, following the Step-Up Date, 3.50 per cent. per annum); and
- (g) in respect of the Class X Notes, 4.00 per cent. per annum both before and following the Step-Up Date;

**Master Definitions and Construction Schedule** means this master definitions and construction schedule (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time);

**Master Servicer** means OSB or such other person as may from time to time be appointed as master servicer of the relevant Loans in the Portfolio pursuant to the Master Servicing Agreement;

**Master Servicer Termination Event** has the meaning given to the term in the Master Servicing Agreement;

**Master Servicing Agreement** means the agreement entered into on or about the Closing Date between, among others, the Master Servicer, the Issuer and the Security Trustee pursuant to which the Master Servicer agrees to provide certain services in respect of the relevant Loans and their Related Security in the Portfolio (as the same may be further amended, restated, varied, supplemented, replaced and/or novated from time to time);

**MCOB** means the FCA's Mortgages and Home Finance: Conduct of Business Sourcebook;

**Member State** means a state of the European Union;

**MHA/CPA Documentation** means an affidavit, declaration, consent or renunciation granted in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 and/or (as applicable) the Civil Partnership Act 2004 in connection with a Scottish Mortgage or property secured thereby;

**MIA Measure** means, as of the last day of a Calculation Period, the aggregate amount of sums paid under a Loan in that month (excluding fees, costs and charges) divided by the CMS for that month for such Loan;

**Minimum Servicing Fee** has the meaning given to it in the Servicing Agreement;

**Monthly Payment** means the amount which the relevant Mortgage Conditions require a Borrower to pay on each monthly payment date in respect of that Borrower's Loan;

**Mortgage** means in respect of any English Loan each first fixed charge by way of legal mortgage, in respect of any Northern Irish Loan each first fixed charge by way of legal mortgage or in respect of any Scottish Loan each first ranking standard security which is, or is to be, sold, assigned or transferred by the Seller to the Issuer pursuant to the Mortgage Sale Agreement (or, in respect of a Scottish Mortgage, each Scottish Declaration of Trust) and which secures the repayment of the relevant Loan including the Mortgage Conditions applicable to it;

**Mortgage Account** means all Loans secured on the same Property and their Related Security, thereby forming a single mortgage account;

**Mortgage Conditions** means all the terms and conditions applicable to a Loan, including without limitation those set out in the relevant mortgage conditions booklet and the relevant general conditions of the relevant Original Lending Entity, each as varied from time to time by the relevant Loan Agreement and the relevant Mortgage Deed;

**Mortgage Deed** means, in respect of any Mortgage, the deed in written form creating that Mortgage (being in respect of any Scottish Loans, a standard security);

**Mortgage Documentation** means any agreement (including a Mortgage) in relation to a Mortgage Loan between the relevant lender and a Borrower (including, without limitation, the Mortgage Conditions and the Mortgage over each Mortgaged Property securing such Mortgage Loan) and **Mortgage Documents** mean all or some of them, as the context may require;

**Mortgage Enforcement Allocation Conditions** means the conditions which apply to the allocation of amounts received from a Borrower (including any amounts received as a result of repossessions or other recoveries) where the amount recovered is insufficient to pay all amounts due in respect of the Loan. Such amounts shall be applied as (i) principal, and such amounts shall be included in Principal Receipts, (ii) interest, and such amounts shall be included in Revenue Receipts, and (iii) as fees due from time to time under the Loans, and such amounts shall be included in Revenue Receipts;

**Mortgage Records** means the original and/or copies of the Mortgage Conditions and all documents and records, in whatever form or medium, relating to the Loans, including all computer tapes and discs specifying, among other things, Borrower details and the amount and dates on which scheduled payments are due and are paid under the Loans;

**Mortgage Sale Agreement** means the mortgage sale agreement dated on or about the Closing Date and made between, *inter alios*, the Seller, the Issuer and the Security Trustee in relation to the sale of the Loans to the Issuer (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time);

**Mortgaged Property** has the same meaning as Property;

**Mortgagee** means the person for the time being entitled to exercise the rights of the mortgagee or heritable creditor under a Mortgage;

**Most Senior Class** means, in respect of the Notes, the Class A Notes or, if there are no Class A Notes then outstanding, the Class B Notes or, if there are no Class B Notes then outstanding, the Class C Notes or, if there are no Class C Notes then outstanding, the Class D Notes or, if there are no Class D Notes then outstanding, the Class E Notes or, if there are no Class E Notes then outstanding, the Class F Notes or, if there are no Class F Notes then outstanding, the Class G Notes or, if there are no Class G Notes then outstanding, the Class X Notes or, if there are no Class X Notes outstanding, the Class R Certificates. Neither the Class R Notes or the Class Y Certificates shall at any time constitute the Most Senior Class;

**N(M)** means 31 October 2004;

**Non-Responsive Rating Agency** has the meaning given in Condition 19 (*Non-Responsive Rating Agency*) of the Notes;

**Northern Irish Loans** or a **Northern Irish Mortgage Loan** means Loans that are secured by a Northern Irish Mortgage;

**Northern Irish Mortgage** means a first ranking legal charge secured over a freehold, fee farm tenure or leasehold tenure property located in Northern Ireland;

**Note Acceleration Notice** or **Acceleration Notice** means a notice issued by the Note Trustee to the Issuer that all Classes of the Notes are immediately due and repayable at their respective Principal Amounts Outstanding, together with accrued interest as provided in the Trust Deed, pursuant to Condition 10 (*Events of Default*) of the Notes and Certificates Condition 9.1 (*Event of Default*) (as applicable);

**Note Principal Payment** means in respect of each of the Notes on any Interest Payment Date, the Available Principal Receipts available for such purpose on the Calculation Date immediately preceding the Interest Payment Date to be applied in redemption of that Class divided by the number of Notes in that Class in the relevant denomination then outstanding;

**Note Trustee** means U.S. Bank Trustees Limited, acting as trustee of the trust created in the Trust Deed, or such other person as may from time to time be appointed as Note Trustee (or co-trustee) pursuant to the Trust Deed and any successor thereto;

**Noteholders** means the persons who are for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear, and Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular Principal Amount Outstanding of the Notes of any class which persons shall be deemed to be the holder of such Principal Amount Outstanding of such Notes (and the holder of the relevant Global Note shall be deemed not to be the holder) for all purposes other than with respect to the payment of principal or interest in respect of such Notes, the rights to which shall be vested, as against the Issuer and the Note Trustee, solely in the common depositary for Euroclear and Clearstream, Luxembourg with which the relevant Global Note is deposited and for which purpose such common depositary shall be deemed to be the holder of such Principal Amount Outstanding of such Notes in accordance with and subject to the terms of the relevant Global Note and the provisions of the Transaction Documents; and the words **Noteholder** and **Noteholders** and related expressions shall (where appropriate) be construed accordingly;

**Notes** means the each of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class G Notes, the Class X Notes and the Class R Notes;

**Observation Period** means the period from and including the date falling five London Banking Days prior to the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Closing Date) and ending on, but excluding, the date falling five London Banking Days prior to the Interest Payment Date for such Interest Period (or, if applicable, the date falling five London Banking Days prior to any such earlier date, if any, on which the Notes become due and payable);

**Offer Conditions** means the terms and conditions applicable to a specified Loan as set out in the relevant offer letter to the Borrower;

**Official List** means the official list maintained by Euronext Dublin;

**OFT** means the Office of Fair Trading;

**Ombudsman** means the Financial Ombudsman Service;

**Onshored EIR** means the Recast Regulation on Insolvency (EU) 2015/848 as incorporated into English law and amended by Insolvency (Amendment) (EU Exit) Regulations 2019, SI 2019/146;

**OneSavings Bank** or **OSB** means OneSavings Bank plc, a limited liability company incorporated under the laws of England and Wales, with registered number 07312896, whose registered office is at Reliance House, Sun Pier, Chatham, Kent, ME4 3ET;

**Option Holder** means Retention Holder or the Majority Holder;

**Ordinary Resolution** has the meaning given to it in Condition 12.13 (*Meetings of Noteholders, Modification, Waiver and Substitution*) of the Notes and Certificates Condition 11.13 (*Meetings of Certificateholders and Noteholders, Modification, Waiver and Substitution*) (as applicable);

**Original Lending Entities** means DB UK Bank Limited, Money Partners Limited and Edeus Mortgages Limited, and each an **Original Lending Entity**;

**OSB Group** means the OSB Group Plc together with its consolidated subsidiary undertakings;

**outstanding** means:

(A) in relation to the Notes, all the Notes issued from time to time other than:

- (a) those Notes which have been redeemed in full and cancelled pursuant to the Conditions;
- (b) those Notes in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption monies (including all interest payable thereon) have been duly paid to the Note Trustee or to the Principal Paying Agent in the manner provided in the Agency Agreement (and where appropriate notice to that effect has been given to the relevant Noteholders in accordance with the Conditions) and remain available for payment against presentation of the relevant Notes;
- (c) those Notes which have been cancelled in accordance with Condition 7.9 (*Cancellation*) of the Notes;
- (d) those Notes which have become void or in respect of which claims have become prescribed, in each case under Condition 9 (*Prescription*) of the Notes;

- (e) those mutilated or defaced Notes which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Condition 15 (*Replacement of Notes*) with respect to the Notes;
- (f) (for the purpose only of ascertaining the Principal Amount Outstanding of the Notes outstanding and without prejudice to the status for any other purpose of the relevant Instrument) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 15 (*Replacement of Notes*) with respect to the Notes; and
- (g) any Global Note to the extent that it shall have been exchanged for another Global Note in respect of the Notes of the relevant Class or for the Notes of the relevant Class in definitive form pursuant to its provisions,

provided that for each of the following purposes, namely:

- (i) the right to attend and vote at any meeting of the Noteholders of any Class or Classes, an Extraordinary Resolution in writing or an Ordinary Resolution in writing as envisaged by paragraph 1 of Schedule 5 to the Trust Deed and any direction or request by the holders of Notes of any Class or Classes;
- (ii) the determination of how many and which Notes are for the time being outstanding for the purposes of Clauses 10.1 and 13.1 of and Schedule 5 to the Trust Deed, Conditions 10 (*Events of Default*) and 11 (*Enforcement*) of the Notes;
- (iii) any discretion, power or authority (whether contained in the trust presents, or vested by operation of law) which the Security Trustee and the Note Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Noteholders or any Class or Classes thereof; and
- (iv) the determination by the Security Trustee and the Note Trustee whether any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the Noteholders or any Class or Classes thereof,

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

- (B) in relation to the Certificates, all the Certificates issued from time to time other than:
  - (a) those Certificates which have been cancelled pursuant to the Certificates Conditions;
  - (b) those Class Y Certificates in respect of which the date for cancellation in accordance with the Certificates Conditions has occurred and the final Class Y Certificate Payment Amounts (including all interest payable thereon) have been duly paid to the Note Trustee or to the Principal Paying Agent in the manner provided in the Agency Agreement (and where appropriate notice to that effect has been given to the relevant Class Y Certificateholders in accordance with the Certificates Conditions) and remain available for payment against presentation of the relevant Class Y Certificates;
  - (c) those Certificates which have become void or in respect of which claims have become prescribed, in each case under Certificates Condition 8 (*Prescription*) of the Certificates;

- (d) those mutilated or defaced Certificates which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Certificates Condition 14 (*Replacement of Certificates*) with respect to the Certificates;
- (e) (for the purpose only of ascertaining the number of Certificates outstanding and without prejudice to the status for any other purpose of the relevant Instrument) those Certificates which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Certificates Condition 14 (*Replacement of Certificates*) with respect to the Certificates; and
- (f) any Global Certificate to the extent that it shall have been exchanged for another Global Certificate in respect of the Certificates in definitive form pursuant to its provisions,

provided that for each of the following purposes, namely:

- (i) the right to attend and vote at any meeting of the Certificateholders, an Extraordinary Resolution in writing or an Ordinary Resolution in writing as envisaged by paragraph 1 of Schedule 5 to the Trust Deed and any direction or request by the holders of Certificates;
- (ii) the determination of how many and which Certificates are for the time being outstanding for the purposes of Clauses 11 and 13.1 of and Schedule 5 to the Trust Deed, Certificates Conditions 9 (*Events of Default*) and 10 (*Enforcement*) of the Certificates;
- (iii) any discretion, power or authority (whether contained in the trust presents, or vested by operation of law) which the Security Trustee and the Note Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Certificateholders; and
- (iv) the determination by the Security Trustee and the Note Trustee whether any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the Certificateholders,

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

**Outstanding Asset Warranty Claims** means any unremedied breaches of Loan Warranty that have been notified by the Issuer to the Seller on or prior to the date falling 18 months after the date of the Mortgage Sale Agreement;

**Partial Redemption** means when a Borrower makes a lump sum reduction on a Loan whereby the balance on which interest is charged will be reduced in accordance with the Mortgage Conditions;

**Participant** means an accountholder with Euroclear or Clearstream, Luxembourg;

**Paying Agents** means the Principal Paying Agent and any further or other paying agents appointed under the Agency Agreement;

**Perfection** means the perfection of certain matters relating to the sale and purchase of the Portfolio as contemplated in, pursuant to and in accordance with Clause 6 of the Mortgage Sale Agreement;

**Perfection Event** has the meaning given to the term in Clause 6.1 of the Mortgage Sale Agreement;

**Personal Data** has, when used in respect of the performance of an activity or obligation, the meaning given to that term in the relevant Data Protection Laws applicable to that activity or obligation;

**Pool Factor** has the meaning given in Condition 7.2(d);

**Port** means the transfer of the Mortgage in respect of a Loan from an existing Property to a new Property where the new Property provides replacement security for the repayment by the Borrower of the relevant Loan;

**Ported Loan** means a Loan that has been the subject of a Port;

**Portfolio** or **Mortgage Portfolio** means the portfolio comprising mortgage loans (and all monies derived therefrom from time to time) originated by the relevant Original Lending Entity and secured over residential properties located in England, Wales and Scotland, which will be sold to the Issuer by the Seller on the Closing Date;

**Portfolio Notice** means a notice setting out certain data in respect to the Loans in the Portfolio;

**Portfolio Option Loans** means, at any particular time, all of the Loans and their Related Security in the Portfolio at that time;

**Provisional Portfolio** means the pool of Mortgages as at the Portfolio Reference Date;

**Portfolio Purchase Option** means the Majority Holder Option and the Retention Holder Option;

**Portfolio Reference Date** means 31 March 2021;

**Portfolio Sale Completion Date** has the meaning given to that term in Clause 3.2 of the Deed Poll (Majority Holder Option);

**Post-Acceleration Priority of Payments** means the manner and priority of payments in which amounts (other than those excluded under Clause 7.2 of the Deed of Charge) will be applied following the service of a Note Acceleration Notice on the Issuer, as set out in Clause 7.2 of the Deed of Charge;

**PRA** means Prudential Regulation Authority, which, pursuant to the provisions of the Financial Services Act 2012, among other things, replaced the FSA on 1 April 2013;

**Pre-Acceleration Principal Priority of Payments** means the manner and priority of payments in which Available Principal Receipts will be applied prior to the service on the Issuer of a Note Acceleration Notice, as set out in paragraph 10 to Schedule 2 of the Cash Management Agreement;

**Pre-Acceleration Priority of Payments** means the Pre-Acceleration Principal Priority of Payments and the Pre-Acceleration Revenue Priority of Payments;

**Pre-Acceleration Revenue Priority of Payments** means the manner and priority of payments in which the Available Revenue Receipts will be applied prior to service of a Note Acceleration Notice, as set out in paragraph 9 of Schedule 2 to the Cash Management Agreement;

**Presentation Date** has the meaning set out in Condition 6.5 (*No Payment on non-Business Day*) of the Notes and Certificates Condition 6.4 (*No Payment on non-Business Day*) (as applicable);

**Principal Addition Amount** means, on any Interest Payment Date, an amount equal to the lesser of (a) the amount of Available Principal Receipts available for application on such Interest Payment



Date in accordance with the Pre-Acceleration Principal Priority of Payments and (b) the Remaining Revenue Deficiency;

**Principal Addition Amount Conditions** mean:

- (a) in respect of any payment towards interest due on the Class B Notes:
  - (i) the debit balance of the Class B Principal Deficiency Sub-Ledger being less than or equal to 25 per cent. of the Principal Amount Outstanding of the Class B Notes (taking into account any redemptions of the Class B Notes to be applied on the relevant Interest Payment Date); or
  - (ii) the Class B Notes are the Most Senior Class of Notes outstanding;
- (b) in respect of any payment towards interest due on the Class C Notes, the Class C Notes are the Most Senior Class of Notes outstanding;
- (c) in respect of any payment towards interest due on the Class D Notes, the Class D Notes are the Most Senior Class of Notes outstanding;
- (d) in respect of any payment towards interest due on the Class E Notes, the Class E Notes are the Most Senior Class of Notes outstanding; and

in respect of any payment towards interest due on the Class F Notes, the Class F Notes are the Most Senior Class of Notes outstanding;

**Principal Amount Outstanding** has the meaning set out in Condition 7.6 (*Principal Amount Outstanding*) of the Notes;

**Principal Deficiencies** means any Losses arising in relation to a Loan in the Portfolio which causes a shortfall in the amount available to pay principal on the Notes;

**Principal Deficiency Ledger** means the Class A Principal Deficiency Sub-Ledger relating to the Class A Notes, the Class B Principal Deficiency Sub-Ledger relating to the Class B Notes, the Class C Principal Deficiency Sub-Ledger relating to the Class C Notes, the Class D Principal Deficiency Sub-Ledger relating to the Class D Notes, the Class E Principal Deficiency Sub-Ledger relating to the Class E Notes, the Class F Principal Deficiency Sub-Ledger relating to the Class F Notes and the Class G Principal Deficiency Sub-Ledger relating to the Class G Notes maintained by the Cash Manager on behalf of the Issuer which shall record (i) as a debit, any Losses affecting Loans in the Portfolio and the use of any Available Principal Receipts as Principal Addition Amounts in accordance with item (a) of the Pre-Acceleration Principal Priority of Payments and (ii) as a credit, Available Revenue Receipts applied pursuant to items (e), (h), (j), (l), (n), (p), (q) and (t) of the Pre-Acceleration Revenue Priority of Payments (if any) (which amounts shall, for the avoidance of doubt, thereupon become Available Principal Receipts);

**Principal Deficiency Sub-Ledger** means each of the Class A Principal Deficiency Sub-Ledger, the Class B Principal Deficiency Sub-Ledger, the Class C Principal Deficiency Sub-Ledger, the Class D Principal Deficiency Sub-Ledger, the Class E Principal Deficiency Sub-Ledger, the Class F Principal Deficiency Sub-Ledger and the Class G Principal Deficiency Sub-Ledger;

**Principal Ledger** means the ledger maintained by the Cash Manager on behalf of the Issuer which shall record (i) as a credit, all Principal Receipts received by the Issuer and (ii) as a debit, the distribution of the Principal Receipts among the relevant ledgers and the distribution of Available

Principal Receipts in accordance with the Pre-Acceleration Principal Priority of Payments or the Post-Acceleration Priority of Payments (as applicable);

**Principal Paying Agent** means Elavon Financial Services DAC, UK Branch, acting as Principal Paying Agent under the terms of the Agency Agreement, or such other person as may from time to time be appointed as Principal Paying Agent pursuant to the Agency Agreement;

**Principal Receipts** means (a) principal repayments under the Loans (including payments of arrears, Capitalised Interest and Capitalised Expenses and Capitalised Arrears), (b) recoveries of principal from defaulting Borrowers under Loans being enforced (including the proceeds of sale of the relevant Property), (c) any payment pursuant to any insurance policy in respect of a Mortgaged Property in connection with a Loan in the Portfolio, (d) the proceeds of the repurchase of any Loan by the Seller or the Option Holder from the Issuer pursuant to the Mortgage Sale Agreement (including, for the avoidance of doubt, amounts attributable to Accrued Interest and Arrears of Interest thereon as at the relevant repurchase date) and (e) the sale proceeds received by the Issuer on a sale of the Loans on pursuant to either a Majority Holder Option Sale or a Retention Holder Option Sale (in each case minus any costs and expenses incurred in respect of the relevant sale);

**Priority of Payments or Priorities of Payments** means the Pre-Acceleration Revenue Priority of Payments, the Pre-Acceleration Principal Priority of Payments and the Post-Acceleration Priority of Payments;

**Proceedings** has the meaning given to it in the Trust Deed;

**Product Switch** means any variation in the financial terms and conditions applicable to a Loan other than any variation:

- (a) agreed with a Borrower to control or manage arrears on the Loan;
- (b) in the maturity date of the Loan unless the maturity date would be extended to a date later than three years before the Final Maturity Date of the Notes;
- (c) imposed by statute; or
- (d) in the frequency with which the interest payable in respect of the Loan is charged;

**Property** means (in England and Wales) a freehold, leasehold or commonhold property or (in Scotland) a heritable property or property held under a long lease, or (in Northern Ireland) a freehold or leasehold property which is, in each case, subject to a Mortgage, and together, the **Properties**;

**Prospectus** means the prospectus dated 11 June 2021 in relation to the issue of the Notes and approved by the Central Bank;

**Prudent Residential Mortgage Servicer** means a reasonably prudent residential mortgage servicer who is servicing residential mortgage loans and their collateral security in respect of residential property in England, Wales, Northern Ireland or Scotland and which have in all material respects the same or similar characteristics to the Portfolio and are originated, administered and held to maturity to lending standards, lending criteria and procedures as ought to have been applied in relation to the Portfolio or, if the relevant context in this agreement relates to a specific Loan, as ought to have been applied in relation to such Loan;

**Rate Fixing Dates** means the first Business Day of the relevant month;

**Rates of Interest** has the meaning given to that term in Condition 5.3 (*Rate of Interest*) of the Notes;

**Rated Notes** means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes;

**Rating Agencies** means S&P and Fitch;

**Rating Agency Confirmation** has the meaning given in Condition 19 (*Non-Responsive Rating Agency*) of the Notes;

**Reasonable, Prudent Mortgage Lender** means a reasonably prudent residential mortgage lender lending to borrowers in England, Wales, Northern Ireland and Scotland;

**Receiver** means any person or persons appointed (and any additional person or persons appointed or substituted) as an administrative receiver, receiver, manager, or receiver and manager of the Charged Assets by the Security Trustee pursuant to the Deed of Charge;

**Reconciliation Amount** has the meaning given in Condition 5.8 (*Determinations and Reconciliation*) of the Notes and in Certificates Condition 5.8 (*Determinations and Reconciliation*) of the Certificates;

**Record Date** means the date on which Euroclear and Clearstream, Luxembourg determine the identity of the Noteholders for the purposes of making payments to the Noteholders and Certificateholders for the purposes of making payments on the Class R Certificates;

**Redemption Fee** has the meaning given in the Servicing Agreement, as applicable;

**Register** means the register of Noteholders and Certificateholders kept by the Registrar and which records the identity of each Noteholder, the number of Notes which each Noteholder owns and the number of Certificates which each Certificate holder owns;

**Registers of Scotland** means the Land Register of Scotland and/or (as the context requires) the General Register of Sasines;

**Registered Definitive Notes** means Definitive Notes in registered form;

**Registered Definitive Certificates** means any Registered Definitive Class Y Certificates or any Registered Definitive Class R Certificates;

**Registered Definitive Class R Certificates** means Definitive Class R Certificates in registered form;

**Registered Definitive Class Y Certificates** means Definitive Class Y Certificates in registered form;

**Registrar** means Elavon Financial Services DAC, UK Branch, acting as Registrar under the terms of the Agency Agreement to record the holders of the Notes and the Certificates, or such other person as may from time to time be appointed as Registrar pursuant to the Agency Agreement;

**Regulated Market** means the regulated market of Euronext Dublin;

**Regulated Mortgage Contract** means a credit agreement which constitutes a "regulated mortgage contract" as defined in the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544), as amended from time to time (the **Regulated Activities Order**);

**Regulation S** or **Reg S** means Regulation S under the Securities Act;

**Regulations** means as the context may require either (i) the 1999 Regulations and/or, as applicable, the Unfair Terms in Consumer Contracts Regulations 1994 (SI 1994/3159) as amended from time to time or (ii) the Regulations set out in Schedule 1 to the Agency Agreement;

**Regulatory Direction** means, in relation to any person, a direction or requirement of any Governmental Authority with whose directions or requirements such person is required or accustomed to comply;

**Regulatory Reporting Letter** means the engagement letter dated on or about the Closing Date between the Issuer and EuroABS in respect of certain reporting services to be provided by EuroABS;

**Related Security** means, in relation to a Loan, the security granted for the repayment of that Loan by the relevant Borrower including the relevant Mortgage and all other matters applicable thereto acquired as part of any Portfolio sold to the Issuer pursuant to the Mortgage Sale Agreement including (without limitation):

- (a) the benefit of all affidavits, consents, renunciations, guarantees, indemnities, waivers and postponements (including, without limitation, Deeds of Consent and MHA/CPA Documentation) from occupiers and other persons having an interest in or rights in connection with the relevant Property;
- (b) each right of action of the Seller against any person (including, without limitation, any solicitor, licensed conveyancer, qualified conveyancer, valuer, registrar or registry or other person) in connection with any report, valuation, opinion, certificate or other statement of fact or opinion (including, without limitation, each Certificate of Title and Valuation Report) given or received in connection with all or part of any Loan and its Related Security or affecting the decision of the Seller to make or offer to make all or part of the relevant Loan; and
- (c) the benefit of (including, without limitation, the rights as the insured person under and as notations of interest on, and returns of premium and proceeds of claims under) insurance and assurance policies (including, the relevant Insurance Policies) deposited, charged, obtained, or held in connection with the relevant Loan, Mortgage and/or Property and relevant Loan Files;

**Relevant Company** means any party to any Transaction Document;

**Relevant Date** has the meaning given to it in Condition 9 (*Prescription*) of the Notes and Certificates Condition 8 (*Prescription*) (as applicable);

**relevant entity** means a UK-incorporated institution with permission to accept deposits pursuant to Part IV of the Financial Services and Markets Act 2000;

**Remaining Revenue Deficiency** has the meaning given to it in Schedule 2 to the Cash Management Agreement;

**Replacement Certificateholders** means the holders of the Replacement Certificates;

**Replacement Certificates** means the Replacement Class Y Certificates and the Replacement Class R Certificates;

**Replacement Class R Certificateholders** means the holders of the Replacement Class R Certificates;

**Replacement Class R Certificates** means the Class R Certificates that the Issuer may issue in accordance with Certificates Condition 16 (*Replacement Certificates*);

**Replacement Class Y Certificateholders** means the holders of the Replacement Class Y Certificates;

**Replacement Class Y Certificates** means the Class Y Certificates that the Issuer may issue in accordance with Certificates Condition 16 (*Replacement Certificates*);

**Replacement Note Noteholders** means the holders of the Replacement Notes;

**Replacement Notes** means the Notes that the Issuer may issue in accordance with Condition 16 (*Replacement Notes*) of the Notes;

**Reporting Entity** means the Issuer;

**Reporting Website** means <https://www.euroabs.com/IH.aspx?d=15835>;

**Requirement of Law** in respect of any person, means:

- (a) any law, treaty, rule, requirement, directive, regulation, authorisation, permit, licence, notice, instruction or decree;
- (b) a notice by or a judgment, decree, order or judicial practice of any court having jurisdiction;
- (c) a mandatory requirement of any regulatory authority having jurisdiction or any decree, administrative practice, formal or informal guidance, policy, measure or publication of any Governmental Authority or any other relevant regulator (including, for the avoidance of doubt, the FCA's guidance, policies and publications relating to the Treating Customers Fairly initiative), and any other requirements of any Governmental Authority having jurisdiction with respect to the Mortgage Loans and, for the avoidance of doubt, the foregoing shall include MCOB; or
- (d) a determination of an arbitrator or Governmental Authority,

in each case applicable to or binding upon that person or to which that person is subject or with which it is customary for it to comply;

**Residual Payment** has the meaning given to it in Certificates Condition 5.2 (*Payment*) of the Certificates;

**Residual Payment Amount** has the meaning given to it in Certificates Condition 5.2 (*Payment*) of the Certificates;

**Resolution Authority** means any public administrative authority or any person entrusted with public administrative authority to exercise any Write-down and Conversion Powers;

**Retail Price Index** means the Retail Price Index published in the "Monthly Digest of Statistics" by the Office of National Statistics and, if at any time such index ceases to be published or ceases to be published in the form in which it is published at the date hereof, the term shall be construed to include such other index as, in the opinion of the Note Trustee, most closely resembles the same constituent elements;

**Retained Interest** means the retention by the Retention Holder of a sub-portfolio of Loans as randomly selected (by reference to the Provisional Portfolio) by an independent third party in an

amount equal to at least 5 per cent. of the nominal value of the Portfolio in accordance with Article 6(3)(c) of the UK Securitisation Regulation and Article 6(3)(c) of the EU Securitisation Regulation;

**Retention Holder** means OSB;

**Retention Holder Option** has the meaning given to it in the Deed Poll (Retention Holder Option);

**Retention Holder Option Sale** means the sale of the Portfolio pursuant to an exercise of the Retention Holder Option;

**Retention Holder Option Purchase Price** means the amount required (when aggregated with all other funds available to the Issuer, including all amounts standing to the credit of the Liquidity Reserve Fund and the General Reserve Fund, but excluding amounts standing to the credit of the Warranty Reserve Fund) to redeem all of the Notes (other than the Class R Notes) at their respective Principal Amounts Outstanding and to pay any fees, costs and expenses of the Issuer payable senior to the Notes in the Post-Acceleration Priority of Payments on the relevant Early Redemption Date;

**Reuters Screen SONIA Page** means Reuters Screen SONIA Page or such other page as may replace Reuters Screen SONIA Page on that service for the purpose of displaying such information or, if that service ceases to display such information, such page as displays such information on such service as may replace such screen;

**Revenue Deficiency** means, on any Interest Payment Date, an amount equal to any shortfall in amounts available to pay items (a) to (f) and (h) to (q) of the Pre-Acceleration Revenue Priority of Payments following application of Available Revenue Receipts and Liquidity Reserve Fund Release Amounts;

**Revenue Ledger** means the ledger maintained by the Cash Manager on behalf of the Issuer which records all Revenue Receipts received by the Issuer and distribution of the same in accordance with the Pre-Acceleration Revenue Priority of Payments or the Post-Acceleration Priority of Payments (as applicable) or by way of Third Party Amounts;

**Revenue Receipts** means (a) payments of interest and other fees due and paid from time to time under the Loans (including any Early Repayment Fees) and other amounts received by the Issuer in respect of the Loans other than Principal Receipts, (b) recoveries of interest from defaulting Borrowers under Loans being enforced and (c) recoveries of interest and/or principal from defaulting Borrowers under Loans in respect of which the Servicer has determined in accordance with the Servicing Agreement that its enforcement procedures have been completed, subject in each case to the Mortgage Enforcement Allocation Conditions ;

**Risk Retention Letter** means the risk retention letter entered into by, among others, the Retention Holder on or around the Closing Date;

**Risk Retention Regulatory Change Event** means any change in (including any change in interpretation of), or the adoption of, any new law, rule or regulation which:

- (a) as a matter of law (including by virtue of the Retention Holder's contractual obligation to comply with the EU Retention Requirements), has a binding effect on the Retention Holder or the Seller after the Closing Date which would impose a positive obligation on either of them to increase or change its Retained Interest over and above that required to be maintained by it under its Risk Retention Undertaking as at the Closing Date or otherwise imposes additional material obligations on the Retention Holder or the Seller in order to maintain compliance with the Retention Requirements; or

- (b) as a matter of law (including by virtue of the Retention Holder's contractual obligation to comply with the EU Retention Requirements), in respect of the Retention Holder, results in the Retention Holder no longer being able to qualify as an eligible retainer of the Retained Interest for purposes of the Retention Requirements and the Retention Holder is not able to transfer the Retained Interest to one of its affiliates without violating the Retention Requirements or any other applicable law, or incurring any additional material costs or obligations in connection with any such transfer, in any case, as determined by the Retention Holder, in its sole discretion;

**Retention Requirements** means, together, the UK Retention Requirements and the EU Retention Requirements;

**Risk Retention Undertaking** means the undertakings made by the Retention Holder to the Issuer, the Security Trustee, the Sole Lead Manager and the Co-Arrangers as set out in the Risk Retention Letter;

**S&P** means Standard & Poor's Rating Services, a division of S&P Global Ratings UK Limited;

**Sasine Transfer** means in relation to Properties situated in Scotland title to which is, or is required to be, recorded in the General Register of Sasines, each assignation of the relevant Scottish Loans and their related Scottish Mortgages substantially in the appropriate form set out in Part 3 (Sasine Transfer) of Schedule 5 to the Mortgage Sale Agreement (with such modification as may be required from time to time) and delivered pursuant to (as appropriate) Clause 6.5 thereof;

**Scottish Declaration of Trust** means each declaration of trust in relation to the Scottish Loans and their Related Security made pursuant to the Mortgage Sale Agreement by means of which the sale of such Scottish Loans and their Related Security by the Seller to the Issuer and the transfer of the beneficial interest therein to the Issuer are given effect substantially in the form set out in Schedule 10 (*Form of Scottish Declaration of Trust*) to the Mortgage Sale Agreement;

**Scottish Loan** or **Scottish Mortgage Loan** means a Loan secured by a Scottish Mortgage and other Related Security, details of which are listed in the electronic file referred to in Part B of Schedule 6 (*The Mortgage Portfolio*) to the Mortgage Sale Agreement;

**Scottish Mortgage** means a first ranking standard security over a Property located in Scotland;

**Scottish Sub-Security** means each standard security to be executed pursuant to Clause 3.4 of the Deed of Charge;

**Scottish Supplemental Charge** means each assignation in security governed by Scots law granted by the Issuer in favour of the Security Trustee pursuant to Clause 3.5 of the Deed of Charge;

**Scottish Transfer** means each Sasine Transfer and each SLR Transfer;

**Scottish Trust** means the trust declared and created pursuant to a Scottish Declaration of Trust;

**Scottish Trust Property** has the meaning given to it in a Scottish Declaration of Trust;

**Secured Creditors** means the Security Trustee, the Note Trustee, the Noteholders, the Certificateholders, the Seller, the Legal Title Holder, the Master Servicer, the Servicer, the Cash Manager, the Account Bank, the Back-up Servicer Facilitator, the Corporate Services Provider, the Paying Agents, the Registrar, the Agent Bank, the Co-Arrangers, the Sole Lead Manager and any other person who is expressed in any deed supplemental to the Deed of Charge to be a secured creditor;

**Secured Obligations** means any and all of the monies and liabilities which the Issuer covenants and undertakes to pay or discharge under Clause 2 of the Deed of Charge and all other amounts owed by it to the Secured Creditors under and pursuant to the Transaction Documents;

**Securities Act** means the United States Securities Act of 1933, as amended;

**Securitisation Regulations** means the Taxation of Securitisation Companies Regulations 2006 (SI 2006/3296);

**Security** means the security granted by the Issuer to the Security Trustee under and pursuant to the Deed of Charge (including, without limitation each Scottish Supplemental Charge) in favour of the Secured Creditors (or, as applicable, the Security Trustee as trustee for the Secured Creditors);

**Security Interest** means any mortgage, sub-mortgage, standard security, assignation, charge, sub-charge, sub-security, pledge, lien (other than a lien arising in the ordinary course of business or by operation of law) assignation in security or other encumbrance or security interest howsoever created or arising;

**Security Trustee** means U.S. Bank Trustees Limited acting as trustee of the trust created in the Deed of Charge, which expression shall include such company and all other persons or companies for the time being acting as security trustee (or co-trustee) pursuant to the terms of the Deed of Charge and any successor thereto;

**Self-Certified Loan** means a Loan in relation to which income and employment details of the Borrower are not substantiated by supporting documentation;

**Seller** means Rochester Mortgages Limited acting in its capacity as seller of the Loans and their Related Security to the Issuer pursuant to the Mortgage Sale Agreement;

**Seller Arranged Policy** means any Buildings Insurance Policy arranged by the Seller for the purposes of the Borrower insuring the Property for an amount equal to the full rebuilding cost of the Property;

A **Seller Insolvency Event** will occur in the following circumstances:

- (a) an order is made or an effective resolution passed for the winding up of the Seller; or
- (b) the Seller stops or threatens to stop payment to its creditors generally or the relevant entity ceases or threatens to cease to carry on its business or substantially the whole of its business; or
- (c) an encumbrancer takes possession or a receiver, administrator, administrative receiver or other similar officer is appointed to the whole or any material part of the undertaking, property and assets of the Seller or a distress, diligence or execution is levied or enforced upon or sued out against the whole or any material part of the chattels or property of the Seller and, in the case of any of the foregoing events, is not discharged within 30 days; or
- (d) the Seller is unable to pay its debts as they fall due;

**Seller Power of Attorney** means the power of attorney granted by the Seller in favour of the Issuer and the Security Trustee on the Closing Date substantially in the form set out in Schedule 9 to the Mortgage Sale Agreement and **Seller Power of Attorney** shall be construed accordingly;



**Service Specification** means, subject to Clause 3.4 of the Servicing Agreement, the specification scheduled in Schedule 5 (Service Specification) to the Servicing Agreement;

**Servicer** means Target Servicing Limited (company number 05618062), or such other person as may from time to time be appointed as servicer of the relevant Loans in the Portfolio pursuant to the Servicing Agreement;

**Servicer Meeting** has the meaning given to it in Clause 5.1 of the Servicing Agreement;

**Servicer Make-Whole Fee** has the meaning given to it in the Servicing Agreement;

**Servicer Report** means the reports required to be provided from time to time by the Servicer in accordance with the Servicing Agreement;

**Servicer Reporting Date** has the meaning given to it in Clause 4.8 of the Servicing Agreement;

**Servicer Termination Event** has the meaning given to it in the Servicing Agreement;

**Servicer Termination Notice** means a notice given by the Security Trustee to terminate the Servicer's appointment following a Servicer Termination Event;

**Services** has the meaning given in the Servicing Agreement;

**Servicing Agreement** means the agreement entered into on or about the Closing Date between the Servicer, the Issuer, the Master Servicer, the Security Trustee and the Legal Title Holder pursuant to which the Servicer agrees to service the relevant Loans and their Related Security in the Portfolio (as the same may be further amended, restated, varied, supplemented, replaced and/or novated from time to time);

**Servicing Fee** has the meaning given in Clause 14.1 of the Servicing Agreement;

**Servicing Services** or **Services** means the services to be provided by the Servicer set out in the Servicing Agreement;

**Servicing Transition Costs** in relation to the Servicer, means the costs referred to as Servicing Transition Costs in Clause 25.3 of the Servicing Agreement;

**Share Trust Deed** means the declaration of trust dated 12 May 2021 pursuant to which the Share Trustee holds the beneficial interest in the share of Holdings on trust for certain discretionary purposes;

**Share Trustee** means Intertrust Corporate Services Limited (registered number 03920255), a company incorporated under the laws of England and Wales, whose registered office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX;

**SLR Transfer** means, in relation to Properties situated in Scotland title to which is registered or is in the course of being registered in the Land Register of Scotland, each assignation of the relevant Scottish Loans and their related Scottish Mortgages substantially in the appropriate form set out in **Part 2** (SLR Transfer) of Schedule 5 to the Mortgage Sale Agreement (with such modifications as may be required from time to time) and delivered pursuant to (as appropriate) Clause 6.5 thereof;

**Sole Lead Manager** means BofA Securities;

**SONIA** means the Sterling Overnight Index Average;

**SONIA Reference Rate** means in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average (SONIA) rate for such London Banking Day as provided by the administrator of SONIA to, and published by, authorised distributors of the rate as of 9.00 a.m. London time on the Reuters Screen SONIA Page or, if the Reuters Screen SONIA Page is unavailable, as otherwise published by such authorised distributors (on the London Banking Day immediately following such Business Day);

**Specified Office** means as the context may require, in relation to any of the Agents, the office specified against the name of such Agent in the Agency Agreement or such other specified office as may be notified to the Issuer and the Security Trustee pursuant to the Agency Agreement;

**SR Data Tape** has the meaning given to it in Clause 4.8 of the Servicing Agreement;

**SR Significant Event Information** has the meaning given to it in Clause 7.3 of the Corporate Services Agreement;

**Standard Documentation** means the Standard Mortgage Documentation as defined in the Mortgage Sale Agreement;

**Standard Instructions to Solicitors** means the instructions of the Seller to its solicitor or licensed conveyancer to carry out an investigation of title to the relevant Property and to undertake such other searches, investigations, enquiries and other actions on behalf of the Seller;

**Standard Security** or **standard security** means a standard security in terms of Part II of the Conveyancing and Feudal Reform (Scotland) Act 1970;

**Standard Servicing Fee** has the meaning given to that term in the Servicing Agreement;

**Standard Variable Rate** or **SVR** means the standard variable rate of interest applicable from time to time in respect of the Portfolio;

**Step-Up Date** means the Interest Payment Date falling in June 2026;

**Sub-Accounts** the individual relevant Loans secured on the same Property and their Related Security;

**Subscription Agreement** means the subscription agreement dated on or about 11 June 2021 between the Seller, the Co-Arrangers and the Issuer (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time);

**Subscription Agreement Liability Cap** means £2,000,000;

**Subscription Warranty** has the meaning given to that term in paragraph 7.5 of Schedule 2 to the Cash Management Agreement;

**Subscription Warranty Payment** has the meaning given to that term in paragraph 7.5 of Schedule 2 to the Cash Management Agreement;

**Subsidiary** means a subsidiary as defined in section 1159 of the Companies Act 2006;

**Successor Agent** means any successor to any Agent who may be appointed by the Issuer under the Agency Agreement;

**Successor Agent Bank** means any successor to the Agent Bank who may be appointed by the Issuer under the Agency Agreement;

**Successor Paying Agent** means any successor to any Paying Agent who may be appointed by the Issuer under the Agency Agreement;

**Successor Principal Paying Agent** means any successor to the Principal Paying Agent who may be appointed by the Issuer under the Agency Agreement;

**Supervisory Authority** has the meaning given to that term in the applicable Data Protection Laws;

**Taxes** means any present or future tax and any levy, impost, duty, charge, fee, deduction or withholding in the nature of tax (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of any jurisdiction or any sub-division of it or by any authority in it having power to tax, and Taxes, Taxation and comparable expressions shall be construed accordingly;

**Third Party Amounts** means the amounts referred to in item (j) of the definition of Available Revenue Receipts.

**Third Party Buildings Policies** means the buildings insurance policies referable to each Property arranged by the relevant Borrower;

**Title Deeds** means, in relation to each Loan and its Related Security and the Property relating thereto, all conveyancing deeds, certificates and all other documents which relate to the title to the Property and the security for the Loan and all searches and enquiries undertaken in connection with the grant by the Borrower of the related Mortgage;

**Title Information Documents** means the Title Deeds and any related planning documents or other local authority documents relating to the Property;

**Transaction** means the transaction contemplated by the Transaction Documents;

**Transaction Documents** means the Servicing Agreement, the Master Servicing Agreement, the Agency Agreement, the Bank Account Agreement, the Cash Management Agreement, the Corporate Services Agreement, the Deed of Charge (including each Scottish Supplemental Charge, and any other documents entered into pursuant to the Deed of Charge), the Deed Poll (Retention Holder Option), the Deed Poll (Majority Holder Option), the Share Trust Deed, the Issuer Power of Attorney, the Master Definitions and Construction Schedule, the Mortgage Sale Agreement, each Scottish Declaration of Trust, the Collection Account Declaration of Trust the Seller Power of Attorney, the Trust Deed, the Subscription Agreement and such other related documents which are referred to in the terms of the above documents or which relate to the issue of the Notes and the Certificates;

**Transfer Costs** means the Issuer's costs and expenses associated with the transfer of servicing to a substitute servicer;

**Trust Corporation** means a corporation entitled by rules made under the Public Trustee Act 1906 to carry out the functions of a custodian trustee;

**Trust Deed** means the trust deed entered into on or about the Closing Date between the Issuer, the Security Trustee and the Note Trustee constituting the Notes and the Certificates (as the same may be amended, restated, varied supplemented, replaced and/or novated from time to time);

**Trustee Acts** means the Trustee Act 1925 and the Trustee Act 2000;

**UK Regulator** means:

- (a) in respect of the period before 1 April 2013, the FSA; and
- (b) in respect of the period on or after 1 April 2013;
  - (i) the FCA; or
  - (ii) the PRA and the FCA,

as applicable;

**UK Regulator's Rules** means the rules made by the UK Regulator under the FSMA;

**UNCITRAL Implementing Regulations** means The Cross-Border Insolvency Regulations 2006 (SI 2006/1030);

**Underpayments or Payment Holidays** means any underpayment and payment holiday feature of a product where the borrower who is not in arrears can apply to defer one or more monthly payments or apply to underpay;

**UK Article 7 ITS** means Commission Implementing Regulation (EU) 2020/1225 as it forms part of the domestic law by virtue of the EUWA, including any relevant legislation, instruments, rules, policy statements, guidance, transitional relief or other implementing measures of the FCA, the Bank of England, the PRA, the Pensions Regulator or other relevant UK regulator (or their successor) in relation thereto;

**UK Article 7 RTS** means Commission Delegated Regulation (EU) 2020/1224 as it forms part of the domestic law by virtue of the EUWA, including any relevant legislation, instruments, rules, policy statements, guidance, transitional relief or other implementing measures of the FCA, the Bank of England, the PRA, the Pensions Regulator or other relevant UK regulator (or their successor) in relation thereto;

**UK Article 7 Technical Standards** mean the UK Article 7 RTS and the UK Article 7 ITS;

**UK CRA Regulation** means Regulation (EC) No. 1060/2009 as it forms part of UK domestic law by virtue of the EUWA;

**UK GDPR** means the EU GDPR as it forms part of retained EU law in the UK, as defined in the European Union (Withdrawal) Act 2018;

**UK Retention Requirements** means the retention by the Retention Holder, as sponsor, on an ongoing basis, a material net economic interest of not less than 5 per cent. in the securitisation in accordance with Article 6(1) of the UK Securitisation Regulation;

**UK Securitisation Regulation** means Regulation (EU) 2017/2402 as it forms part of domestic law of the United Kingdom by virtue of the EUWA, including any relevant binding technical standards, regulations, instruments, rules, policy statements, guidance, transitional relief or other implementing measures of the FCA, the Bank of England, the PRA, the Pensions Regulator or other relevant UK regulator (or their successor) in relation thereto;

**UK SR Data Tape** has the meaning given to it in Clause 4.8 (*Reporting*) of the Servicing Agreement;

**UK SR Investor Report** has the meaning given to it in Clause 7.3 (*Information Covenants*) of the Cash Management Agreement;

**UK SR Significant Event Information** has the meaning given to it in Clause 7.3 (*Information Covenants*) of the Corporate Services Agreement;

**Unfair Practices Directive** means the Unfair Commercial Practices Directive 2005/29/EC and any amendments thereafter adopted by the European Parliament and the Council;

**United Kingdom** or **UK** means the United Kingdom of Great Britain and Northern Ireland;

**United States** means the United States of America;

**Unrated Notes** means the Class G Notes and the Class R Notes;

**U.S. Persons** means U.S. Persons as defined in Regulation S under the Securities Act;

**UTCCR** means the 1999 Regulations and, insofar as applicable, the Unfair Terms in Consumer Contracts Regulations 1994 (SI 1994/3159) as amended from time to time;

**Valuation Report** means in respect of a Property secured by a Mortgage, the valuation report addressed to the relevant Original Lending Entity and any assignees from a Valuer;

**Valuer** means an Associate or Fellow of the Royal Institution of Chartered Surveyors or the Incorporated Society of Valuers and Auctioneers for the valuation of a Property;

**VAT** or **Value Added Tax** means: (a) value added tax imposed by the United Kingdom under the Value Added Tax Act 1994; (b) any tax imposed in compliance with the council directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112), and (c) any other tax of a similar nature, whether imposed in a member state of the European Union, the United Kingdom or in substitution for, or levied in addition to such tax referred to in clauses (a) or (b) above, or elsewhere;

**Vendor** means Rochester Financing No.2 plc;

**Vendor Mortgage Sale Agreement** means the mortgage sale agreement dated the Closing Date between, among other parties, the Vendor, the Seller and the Security Trustee pursuant to which the Seller purchased the Portfolio from the Vendor;

**Voting Certificate** has the meaning given to it in paragraph 1 of Schedule 5 to the Trust Deed.

**Warranty Limitations** means the limitations applicable to the determination of any Asset Warranty Payment being:

- (a) the Issuer must give written notice of the breach of Loan Warranty to the Seller before the date falling 18 months after the date of the Mortgage Sale Agreement;
- (b) no Asset Warranty Payment can be made in connection with any breach or breaches of any Loan Warranty unless the aggregate amount of all such claims exceeds £1,000,000;
- (c) no Asset Warranty Payment can be made in connection with any breach of any Loan Warranty unless such claim (when taken with any other such claims relating to the same or similar facts or circumstances, whether or not in respect of the same Loan) exceeds £10,000;

- (d) no Asset Warranty Payment can be made in respect of any loss of profit or indirect or consequential loss, whether actual or prospective;
- (e) where the Issuer is at any time entitled to recover from some other person any sum in respect of any matter giving rise to an Asset Warranty Payment, the Issuer shall take all commercially reasonable steps (provided that this shall not require such steps to be taken for more than one year after the date of notification of the Seller) to enforce such recovery prior to any Asset Warranty Payment being made. In the event that the Issuer shall recover any amount from such other person in respect of the matter giving rise to the Loan Warranty claim, the amount of the Asset Warranty Payment shall be reduced by the amount so recovered;
- (f) no Asset Warranty Payment shall be made to the extent that the claim is attributable to any voluntary act, omission, transaction or arrangement of the Issuer (other than the entry into of the Mortgage Sale Agreement and the performance of the Issuer's obligations under it) to which no comparable mortgage lender would have been a party;
- (g) nothing in the Mortgage Sale Agreement shall or shall be deemed to relieve or abrogate the Issuer of any common law or other duty to mitigate any loss or damage incurred by it; and
- (h) no Asset Warranty Payment shall be made in relation to any matter fairly disclosed to the Issuer pursuant to the Disclosure Letter);

**Warranty Reserve Fund** has the meaning given to that term in paragraph 7.1 of Schedule 2 to the Cash Management Agreement;

**Warranty Reserve Final Asset Release Amount** means an amount, if any, calculated on the Warranty Reserve Final Asset Release Date equal to the amount by which funds standing to the credit of the Warranty Reserve Fund exceed the Warranty Reserve Floor on such date (after the making of any Asset Warranty Payment on such date);

**Warranty Reserve Final Asset Release Date** means the first Interest Payment Date falling on or after the payment or discharge of any Outstanding Asset Warranty Claims;

**Warranty Reserve Final Release Date** means the earlier of (i) any Early Redemption Date, (ii) the Interest Payment Date on which, following the application of Available Principal Receipts and Available Revenue Receipts on such Interest Payment Date, the Notes of each Class (other than the Class R Notes) would be redeemed in full and (iii) the date on which the Charged Assets have been realised in full and applied in accordance with the Post-Acceleration Priority of Payments;

**Warranty Reserve Floor** means £1,000,000;

**Warranty Reserve Initial Asset Release Amount** means an amount calculated on the Warranty Reserve Initial Asset Release Date equal to the amount by which funds standing to the credit of the Warranty Reserve Fund exceed the Warranty Reserve Floor on such date less (to the extent there are any Outstanding Asset Warranty Claims) an amount equal to the aggregate of any such Outstanding Asset Warranty Claims;

**Warranty Reserve Initial Asset Release Date** means the first Interest Payment Date falling 18 months after the date of the Mortgage Sale Agreement;

**Welcome Letter** means a letter agreed between the Issuer and the Servicer provided that the final form of such letter shall be determined in the absolute discretion of the Issuer;

**Withdrawal Agreement** means the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community; and

**Write-Down and Conversion Powers** means,

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and
- (b) any powers under the Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and any similar or analogous powers under that Bail-In Legislation.

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