

EXECUTION VERSION

NON-DD COLLECTION ACCOUNT DECLARATION OF TRUST

5 DECEMBER 2013

PRECISE MORTGAGE FUNDING NO. 1 PLC
(Precise No. 1)

and

U.S. BANK TRUSTEES LIMITED
(Precise No. 1 Security Trustee)

and

BUTTERMERE PLC
(Buttermere)

and

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED
(Buttermere Security Trustee)

and

CHARTER COURT FINANCIAL SERVICES LIMITED
(Servicer, Originator and Trustee)

ALLEN & OVERY

Allen & Overy LLP

0065809-0000018 ICM:18206483.16

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THIS NON-DD COLLECTION ACCOUNT DECLARATION OF TRUST (this **Deed**) is dated 5 December 2013

BETWEEN:

- (1) **PRECISE MORTGAGE FUNDING NO. 1 PLC** (registered number 08658031), a public limited company incorporated under the laws of England and Wales, whose registered office is at 35 Great St. Helen's, London EC3A 6AP (**Precise No. 1**);
- (2) **U.S. BANK TRUSTEES LIMITED** (registered number 2379632), a private limited 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 in respect of the issuance of notes by Precise No. 1, the **Precise No. 1 Security Trustee**);
- (3) **BUTTERMERE PLC** (registered number 06737937), a public limited company incorporated under the laws of England and Wales whose registered office is at 35 Great St. Helen's, London EC3A 6AP (**Buttermere**);
- (4) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** (registered number 02631386), a private limited company incorporated under the laws of England and Wales whose registered office is at 1 Canada Square, London E14 5AL (in its capacity as security trustee in respect of the issuance of notes by Buttermere, the **Buttermere Security Trustee**); and
- (5) **CHARTER COURT FINANCIAL SERVICES LIMITED** (registered number 06749498), a private limited company incorporated under the laws of England and Wales whose registered office is at 2 Charter Court, Broadlands, Wolverhampton, West Midlands WV10 6TD (the **Servicer**, the **Originator** and, in its capacity as trustee of the Non-DD Collection Account Trust, the **Trustee**).

WHEREAS:

- (A) The Trustee wishes to declare a trust in favour of Precise No. 1, Buttermere, itself as Originator and any future New Beneficiaries over all its rights, title, interest and benefit, present and future in the Non-DD Collection Account, including all amounts standing to the credit of the Non-DD Collection Account, absolutely for Precise No. 1, Buttermere, the Originator and any future New Beneficiaries as beneficiaries in the manner and in the proportions specified in this Deed.
- (B) It is the intention of the parties that this Deed be executed as a Deed.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Beneficiary means each Issuer Beneficiary and the Originator;

Buttermere Receivables means amounts received in the Non-DD Collection Account representing the loans, other assets and any related security in respect of which Buttermere has the beneficial or equitable interest in respect thereof;

Buttermere Transaction Documents means the Transaction Documents (as defined in the master definitions and construction schedule dated 18 May 2010 between, *inter alios*, Buttermere, the Buttermere Security Trustee and the Originator, as amended and restated on 12 May 2011);

Collected Amount means, at any time, all amounts that are standing to the credit of the Non-DD Collection Account at such time;

Deed of Charge means:

- (a) in relation to Buttermere, the deed of charge dated 18 May 2010 between, *inter alios*, Buttermere, the Originator and the Buttermere Security Trustee, as the same may be amended, varied or supplemented from time to time;
- (b) in relation to Precise No. 1, the deed of charge dated 5 December 2013 between, *inter alios*, Precise No. 1, the Originator and the Precise No. 1 Security Trustee, as the same may be amended, varied or supplemented from time to time; and
- (c) in relation to a New Beneficiary, the deed of charge entered into between, *inter alia*, the New Beneficiary Security Trustee and the relevant New Beneficiary, pursuant to which the relevant New Beneficiary grants certain security in favour of the relevant New Beneficiary Security Trustee and pursuant to which the relevant New Beneficiary Security Trustee is appointed as security trustee, as the same may be amended, varied or supplemented from time to time;

Enforcement Notice means, in respect of an Issuer Beneficiary, a notice stating that an event of default (however described) has occurred in respect of the Issuer Beneficiary and that the security granted by the Issuer Beneficiary pursuant to the relevant Deed of Charge is enforceable;

Issuer Beneficiary means Buttermere, Precise No. 1 and any New Beneficiary;

Issuer Beneficiary Trust Share has the meaning given to it in Clause 2.2;

Liability means, in respect of any person, any loss, damage, cost, charge, award, claim, demand, expense, judgment, action, proceeding or other liability including legal costs and expenses properly incurred;

Mistaken Payments means, in relation to any Issuer Beneficiary, any amount that has been received and credited to the Non-DD Collection Account in respect of the Receivables in respect of the relevant Issuer Beneficiary or in respect of which the relevant Issuer Beneficiary has an equitable or beneficial interest, where the Originator or a third party (prior to such sum being paid to such Issuer Beneficiary) determines or receives notice that any amount (or part thereof) which was paid in or credited to the Non-DD Collection Account in respect of such Receivables has not been received as cleared funds or has otherwise been recalled;

New Beneficiary means an entity who accedes to the terms of this Deed ;

New Beneficiary Receivables means, in respect of a New Beneficiary, the receivables and related security in respect of which such New Beneficiary holds beneficial or equitable title;

New Beneficiary Security Trustee means the security trustee of a transaction to which the New Beneficiary is a party;

Non-DD Collection Account Trust means trust declared pursuant to Clause 2.1;

Non-DD Collection Account means the account with account number 73402436 and sort code 20-19-90, opened in the name of the Originator with the Originator Account Bank;

Originator Account Bank means Barclays Bank PLC, or such other financial institution as the Non-DD Collection Account is held with from time to time;

Originator Trust Share has the meaning given to it in Clause 2.3;

Party means a party to this Deed;

Precise No. 1 Receivables means the receivables and related security in respect of which Precise No. 1 has the beneficial or equitable interest in respect thereof;

Receivables means:

- (a) in relation to Buttermere, the Buttermere Receivables;
- (b) in relation to Precise No. 1, the Precise No. 1 Receivables; and
- (c) in relation to any New Beneficiary, the New Beneficiary Receivables referable to that New Beneficiary;

Security Interest means any mortgage, sub-mortgage, standard security, 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:

- (a) in relation to Buttermere, the Buttermere Security Trustee;
- (b) in relation to Precise No. 1, the Precise No. 1 Security Trustee; and
- (c) in relation to any New Beneficiary, the New Beneficiary Security Trustee referable to that New Beneficiary;

Trust Property has the meaning given to it in Clause 2.1.

1.2 Interpretation

In this Deed:

- (a) any reference to **including** shall be construed as a reference to **including without limitation**, so that any list of items or matters appearing after the word "including" shall be deemed not to be an exhaustive list, but shall be deemed rather to be a representative list, of those items or matters forming a part of the category described prior to the word "including";
- (b) any reference to **set-off** shall be deemed to include analogous rights in other relevant jurisdictions;
- (c) any reference to a **successor** of any party shall be construed so as to include an assignee or successor in title of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under the relevant document or to which, under such laws, such rights and obligations have been transferred;

- (d) words denoting the singular number only shall include the plural number also and *vice versa*;
- (e) words denoting persons only shall include firms and corporations and *vice versa*;
- (f) references to any statutory provision shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such re-enactment;
- (g) references to any agreement or other document shall be deemed also to refer to such agreement or document as amended, restated, varied, replaced, supplemented and/or novated from time to time;
- (h) clause, paragraph and schedule headings are for ease of reference only;
- (i) reference to a statute shall be construed as a reference to such statute as the same may have been, or may from time to time be, amended;
- (j) reference to a statute shall be construed as a reference to such statute as the same may have been, or may from time to time be, re-enacted to the extent such re-enactment is substantially to the same effect as such statute on the date hereof;
- (k) references to any person or a party shall include references to his successors, transferees and assigns and assignees and any person deriving title under or through him.

2. DECLARATION AND CONFIRMATION OF TRUST

- 2.1 The Trustee hereby acknowledges, declares, agrees and gives notice that it shall hold all of its rights, title, interest and benefit, present and future, in respect of the Non-DD Collection Account, including to all sums standing to the credit of the Non-DD Collection Account (as to both capital and income) (the **Trust Property**) upon trust for itself as Originator and each other Beneficiary absolutely as beneficial tenants in common on the terms of this Deed.
- 2.2 Each Issuer Beneficiary's share of the Trust Property at any relevant time shall equal all amounts then standing to the credit of the Non-DD Collection Account at such time in respect of the relevant Issuer Beneficiary's Receivables less the aggregate of all amounts then standing to the credit of the Non-DD Collection Account which represent Mistaken Payments in respect of the relevant Issuer Beneficiary's Receivables (in respect of each Issuer Beneficiary, its **Issuer Beneficiary Trust Share**).
- 2.3 The Originator's share of the Trust Property at any relevant time shall equal the Collected Amount less the sum of the Issuer Beneficiary Trust Share in respect of each Issuer Beneficiary (the **Originator Trust Share**).
- 2.4 It is hereby expressly agreed and declared that:
 - (a) the interests and entitlements of each Beneficiary in their respective capacities as beneficiaries of the Non-DD Collection Account Trust in and to the property held on trust shall be vested and indefeasible, such that the Beneficiaries are absolutely entitled to the assets comprised in the Non-DD Collection Account Trust as they are received and as income thereon arises; and
 - (b) in accordance with Clause 2.4(a), the Trustee shall have no duty, power or discretion to accumulate amounts representing income or otherwise to treat income as an accretion to

principal but shall hold such income on trust to distribute or apply such amounts promptly to the Beneficiaries in accordance with their respective shares of the Trust Property calculated in accordance with Clauses 2.2 and 2.3 above.

3. RESTRICTIONS

- 3.1 Except insofar as is required or permitted pursuant to this Deed, the Trustee:
- (a) shall have no power to delegate to any other person any of the rights, powers, authorities, duties or obligations directed or authorised pursuant to this Deed; and
 - (b) shall have no further or other powers of investment with respect to the property held on trust and for the avoidance of doubt, the provisions of the Trustee Act 2000 relating to trustee investments shall not apply.
- 3.2 The Trustee hereby acknowledges and agrees that it shall not, at any time, hold itself out to any person as being solely beneficially entitled to the Non-DD Collection Account or the amounts standing to the credit of the Non-DD Collection Account or entitled to effect any transfer or disposal of any of its rights, title, interest and benefit in the Non-DD Collection Account or the amounts standing to the credit of the Non-DD Collection Account.
- 3.3 Each Issuer Beneficiary hereby irrevocably instructs the Trustee that, and the Trustee hereby undertakes that, following receipt of an Enforcement Notice in respect of the relevant Issuer Beneficiary (a copy of which the relevant Issuer Beneficiary will promptly deliver to the Trustee), the Trustee will comply only with the directions of the Security Trustee of the relevant Issuer Beneficiary (and not the relevant Issuer Beneficiary) in respect of the Issuer Beneficiary Trust Share of the relevant Issuer Beneficiary.
- 3.4 Without prejudice to any rights and powers conferred on the Trustee (in its capacity as trustee of the Non-DD Collection Account Trust) or the Originator (as beneficiary of the Originator Trust Share to deal with the Originator Trust Share as it sees fit) pursuant to this Deed, each of the Trustee and the Originator shall at no time be entitled to exercise any discretion in respect of the Non-DD Collection Account Trust or any other matter referred to in this Deed.
- 3.5 The Trustee shall, following the delivery of an Enforcement Notice in respect of any Issuer Beneficiary, not give any further instructions to the Originator Account Bank in respect of the operation of the Non-DD Collection Account, unless directed by the Security Trustee of each Issuer Beneficiary (acting jointly or through an agent acting on behalf of each Security Trustee). The Originator shall ensure that the Originator Account Bank acknowledges and agrees that, following the delivery of an Enforcement Notice in respect of any Issuer Beneficiary, the Originator Account Bank shall at all times act only on the instruction of the Security Trustee of each Issuer Beneficiary (acting jointly or through an agent acting on behalf of each Security Trustee) in respect of the operation of the Non-DD Collection Account.
- 3.6 Following the delivery of an Enforcement Notice in respect of any Issuer Beneficiary, the Security Trustee of each Issuer Beneficiary agrees that it will promptly consent to and execute any instructions to the Originator Account Bank in respect of the operation of the Non-DD Collection Account to the extent that such instructions do not relate to the Issuer Beneficiary Trust Share of the Issuer Beneficiary referable to it.
- 3.7 If after application of the Originator Trust Share towards payment of all fees and charges due to the Originator Account Bank in respect of the Non-DD Collection Account there are amounts still owing to the Originator Account Bank:

- (a) each Issuer Beneficiary agrees that the amounts due to the Originator Account Bank will be paid from amounts standing to the credit of the Non-DD Collection Account and, following such payment, the amount standing to the credit of the Non-DD Collection Account which is held for the benefit of each Issuer Beneficiary will be reduced pro rata in accordance with its Issuer Beneficiary Trust Share; and
- (b) the Originator agrees to reimburse each Issuer Beneficiary for any amounts paid by the Trustee from an Issuer Beneficiary Trust Share to the Originator Account Bank in respect of the Non-DD Collection Account.

4. ACKNOWLEDGEMENTS BY THE TRUSTEE

4.1 The Trustee hereby acknowledges and agrees that:

- (a) it has no right at any time to pay, set-off or transfer any of the amounts standing to the credit of the Non-DD Collection Account in or towards satisfaction of any obligations or Liabilities which it has or may have (in any capacity) to any person (under any guarantee, document or other Security Interest or otherwise for the payment or repayment of monies, actual or contingent). The Trustee confirms that the Non-DD Collection Account is not part of any set-off or netting arrangements. This is without prejudice to any right of the Originator as beneficiary of the Originator Trust Share to deal with the Originator Trust Share as it sees fit;
- (b) it will not encumber or permit to subsist any encumbrance over or dispose of any of its rights, title, interest and benefit, present and future in the Non-DD Collection Account or the amounts standing to the credit of the Non-DD Collection Account or the Trust Property;
- (c) the Non-DD Collection Account is a trust account of the Trustee and the amounts standing to the credit of the Non-DD Collection Account are beneficially owned by the Beneficiaries in their respective shares;
- (d) each Issuer Beneficiary may assign and/or charge all of its right, title, interest and benefit, present and future, in the Non-DD Collection Account Trust hereunder, including its beneficial interest created in the Non-DD Collection Account by this Deed, to the Security Trustee for the relevant Issuer Beneficiary;
- (e) on or before the date of this Deed it has delivered to the Originator Account Bank a notice, substantially in the form set out in Schedule 1 hereto and has obtained an acknowledgement from the Originator Account Bank in the form set out in Part 2 to Schedule 1 hereto on or before the Closing Date;
- (f) the Originator shall, from time to time, give such instructions to the Originator Account Bank as may be required to allow it to operate the Non-DD Collection Account in accordance with the terms of this Deed;
- (g) it will use reasonable endeavours to ensure that each Issuer Beneficiary and the Security Trustee of each Issuer Beneficiary are promptly furnished with such information (including bank statements) as they or any person on their behalf may from time to time reasonably request in relation to the Trust Property or its Issuer Beneficiary Trust Share;
- (h) it will maintain or cause to be maintained proper books of account in respect of its duties as trustee (but also so that each Issuer Beneficiary Trust Share and the Originator Trust Share can be identified at any time) and shall maintain or cause to be maintained records of all

Trust Property held by it, all calculations performed by it or on its behalf, all amounts received by it and all payments made by it, in each case in such capacity; and

- (i) except as contemplated by the Transaction Documents, it shall not open any additional account into which money in respect of any Receivables received other than by way of direct debit shall be paid, without the prior consent of the relevant Security Trustee and shall ensure that any such new account shall be subject to the terms of this Deed and the Non-DD Collection Account Trust.

5. ACCESSION

From time to time, the Originator may agree with a third party that such third party accede to the terms of this Deed as a beneficiary of the Non-DD Collection Account Trust by executing a Non-DD Collection Account Accession Undertaking substantially in the form set out in Schedule 2 to this Deed. The form of the Non-DD Collection Account Accession Undertaking shall be in the form agreed and approved by the parties to this Deed prior to its execution by the relevant New Beneficiary, and the Originator undertakes to send a copy of such duly executed Non-DD Collection Account Accession Undertaking to each Issuer Beneficiary and the Security Trustee of each Issuer Beneficiary as soon as reasonably practicable after such Non-DD Collection Account Accession Undertaking has been duly executed.

6. RETIREMENT AND REPLACEMENT OF THE TRUSTEE OF NON-DD COLLECTION ACCOUNT TRUST

- 6.1 The Trustee shall not, and shall not purport to, retire as trustee of the Non-DD Collection Account Trust without the consent of the Issuer Beneficiaries and the Security Trustee of each Issuer Beneficiary.
- 6.2 The Issuer Beneficiaries or, following the service of an Enforcement Notice in respect of any Issuer Beneficiary, the Security Trustee of each Issuer Beneficiary (acting jointly or through an agent acting on behalf of each Security Trustee) may, remove the Trustee as trustee of the Non-DD Collection Account Trust by providing notice to the Trustee.
- 6.3 The Issuer Beneficiaries or, following the service of an Enforcement Notice in respect of any Issuer Beneficiary, the Security Trustee of each Issuer Beneficiary (acting jointly or through an agent acting on behalf of each Security Trustee) may, on the retirement or removal of the Trustee as trustee of the Non-DD Collection Account Trust, appoint a replacement trustee of the Non-DD Collection Account Trust. No retirement or removal of the Trustee as trustee of the Non-DD Collection Account Trust shall take effect unless and until a replacement trustee of the Non-DD Collection Account Trust has been appointed in accordance with this Deed.

7. TERMINATION

The trusts hereby declared over the Trust Property shall cease absolutely upon the day following the earlier of:

- (a) the last day of the perpetuity period; and
- (b) the date on which all amounts in respect of all Receivables have been received by the relevant Issuer Beneficiary, provided that an Issuer Beneficiary shall cease to be a beneficiary of the Trust Property on the date on which all amounts in respect of such Issuer Beneficiary's Receivables have been received in full and no further amounts will be received or collected in respect of such Issuer Beneficiary's Receivables.

8. PERPETUITY PERIOD

The perpetuity period for the purposes of this declaration of trust shall be the period of 125 years from the date hereof.

9. FURTHER ASSURANCE

The parties hereto agree that they will co-operate fully to do all such further acts and things and execute any further documents as may be necessary or desirable to give full effect to the arrangements contemplated by this Deed, including executing any amendments to this Deed as may be required for the purposes of the accession of a New Beneficiary.

10. EXCLUSION OF THE TRUSTEE ACT 2000

To the fullest extent permitted by law, none of Parts I, II, III, IV, or V of the Trustee Act 2000 nor the requirement to discharge the duty of care set out in Section 1(1) of the Trustee Act 2000 in exercising any of its powers shall apply to the trust constituted by this Deed or the Trustee. The disapplication of those parts or sections of the Trustee Act 2000 shall constitute an exclusion of the relevant parts or sections of the Trustee Act 2000 for the purposes of that Act.

11. ACKNOWLEDGEMENT

Buttermere and the Buttermere Security Trustee acknowledge and agree that this Deed is a "Transaction Document" for the purposes of the master definitions and construction schedule dated 18 May 2010 between, *inter alia*, Buttermere and the Buttermere Security Trustee (as amended from time to time).

12. NOTICES

12.1 Any notices to be given pursuant to this Deed to any of the parties hereto shall be sufficiently served if sent by post, by hand or facsimile transmission or (if applicable (where an e-mail address is set out below)) by e-mail and shall be deemed to be given (in the case of facsimile transmission) when despatched, (in the case of email) when sent, (where delivered by hand) on the day of delivery if delivered before 5.00 p.m. (London time) on a Business Day or on the next Business Day if delivered thereafter or (in the case of first class post) when it would be received in the ordinary course of the post and shall be sent:

- (a) in the case of Precise No. 1: to Precise Mortgage Funding No. 1 plc, 35 Great St. Helen's, London EC3A 6AP, (facsimile number: +44 (0) 20 7398 6325; email: directors-uk@sfmeurope.com) for the attention of The Directors;
- (b) in the case of the Precise No. 1 Security Trustee: to U.S. Bank Trustees Limited, 125 Old Broad Street, Fifth Floor, London EC2N 1AR, (facsimile number: +44 207 365 2577; email: mbs.relationship.management@usbank.com) for the attention of Structured Finance Relationship Management;
- (c) in the case of Buttermere: to Buttermere plc, 35 Great St. Helen's, London EC3A 6AP, (facsimile number: +44 (0) 20 7398 6325; email: directors-uk@sfmeurope.com) for the attention of The Directors;
- (d) in the case of the Buttermere Security Trustee: to BNY Mellon Corporate Trustee Services Limited, 1 Canada Square, London E14 5AL, (facsimile number: +44 (0) 20 7964 2509) for the attention of Trustee Administration Manager; and

- (e) in the case of the Originator or the Trustee: to Charter Court Financial Services Limited, 2 Charter Court, Broadlands, Wolverhampton, West Midlands WV10 6TD (facsimile number +44 (0)19 0262 5925; email: Simon.Allsop@exact.co.uk) for the attention of Head of Securitisation (Simon Allsop),
- (f) or to such other address, email address or facsimile number 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 12.

13. AMENDMENTS

No amendment of this Deed shall be effective unless it is executed by Deed and delivered by (or by some person duly authorised by) each of the parties hereto.

14. ASSIGNMENT

Each Issuer Beneficiary may at its sole discretion assign or charge all its rights, title, interest and benefit under this Deed to its Security Trustee, but none of the other parties to this Deed may assign or charge any of its rights, title, interest and benefit under this Deed without the prior written consent of the Security Trustee of each Issuer Beneficiary.

15. COUNTERPARTS

This Deed may be executed in any number of counterparts (manually or by facsimile) and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

16. LIMITED RECOURSE AND NON PETITION

16.1 The Parties to this Deed hereby acknowledge and agree that:

- (a) all obligations of Buttermere to the Parties in respect of amounts owing to the Parties pursuant to this Deed are subject to the terms of Clause 5.3 (No enforcement by Secured Creditors) and 5.4 (Limited recourse) of the Buttermere Deed of Charge, as if each Party was a Secured Creditor; and
- (b) all obligations of Precise No. 1 to the Parties in respect of amounts owing to the Parties pursuant to this Deed are subject to the terms of Clause 22.1 (Non-Petition in relation to the Issuer) and 22.2 (Limited Recourse) of the Precise No. 1 Deed of Charge, as if each Party was a Secured Creditor.

16.2 This Clause 16 shall survive the termination of this Deed.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a Party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

18. SECURITY TRUSTEE'S ROLE

Subject always to the terms of the relevant Deed of Charge, each Security Trustee has agreed to become a Party to this Deed for the better preservation and enforcement of its rights under this Deed but shall not assume any obligations or liabilities to any Party hereunder. Any liberty or right which

may be exercised or any determination which may be made under this Deed by the relevant Security Trustee may be exercised or made in the relevant Security Trustee's absolute discretion without any obligation to give reasons therefor and the relevant Security Trustee shall not be responsible for any liability occasioned by so acting but subject always to the terms of the relevant Deed of Charge.

For the avoidance of doubt, any indemnity that a Security Trustee of an Issuer Beneficiary receives under the relevant Deed of Charge will apply equally to that Security Trustee in connection with this Deed.

All the provisions of the relevant Deed of Charge relating to the exercise by the relevant Security Trustee of its powers, trusts, authorities, duties, rights and discretions shall apply, *mutatis mutandis*, to the discharge by the relevant Security Trustee of its powers, trusts, authorities, duties, rights and discretions under this Deed.

19. GOVERNING LAW AND JURISDICTION

- 19.1 This Deed and all non-contractual rights arising in connection with it, shall be governed by and construed in accordance with English law.
- 19.2 Each Party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed, including but not limited to, its validity, effect, interpretation or performance and for such purposes irrevocably submits to the jurisdiction of such courts.
- 19.3 Each Party will be deemed to have waived any objection to the choice of or submission to the courts of England on the grounds of inconvenient forum or otherwise. Any judgment, declaration or order (whether interim or final) of a court of England is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

IN WITNESS whereof this Deed has been executed and delivered as a deed by or on behalf of the parties the day and year first above written.

SIGNATORIES

EXECUTED and DELIVERED as a DEED by
PRECISE MORTGAGE FUNDING NO. 1 PLC
acting by two Directors being:

per pro SFM Directors Limited, as Director

per pro SFM Directors (No. 2) Limited, as Director

W. M. D.

[Signature]

EXECUTED and DELIVERED as a DEED by
U.S. BANK TRUSTEES LIMITED
acting by two duly authorised Attorneys:

Attorney

Attorney

EXECUTED and DELIVERED as a DEED by
BUTTERMERE PLC
acting by two Directors being:

per pro SFM Directors Limited, as Director

per pro SFM Directors (No. 2) Limited, as Director

W. M. D.

[Signature]

SIGNATORIES

EXECUTED and DELIVERED as a DEED by)
PRECISE MORTGAGE FUNDING NO. 1 PLC)
acting by two Directors being:)
)
)
per pro SFM Directors Limited, as Director)
)
)
per pro SFM Directors (No. 2) Limited, as Director)
)

EXECUTED and DELIVERED as a DEED by)
U.S. BANK TRUSTEES LIMITED)
acting by two duly authorised Attorneys:)
)
)
)

Attorney

C. Yates

Chris Yates
Authorised Signatory

Attorney

L. Griffiths

Laurence Griffiths
Authorised Signatory

EXECUTED and DELIVERED as a DEED by)
BUTTERMERE PLC)
acting by two Directors being:)
)
)
per pro SFM Directors Limited, as Director)
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)
per pro SFM Directors (No. 2) Limited, as Director)
)

EXECUTED and DELIVERED as a DEED by
BNY MELLON CORPORATE TRUSTEE
SERVICES LIMITED
acting by two of its lawful Attorneys:

in the presence of this witness

Witness Signature:

Full Name: CHARLOTTE SAVEDSON

Address: One Canada Square, London E14 5AL

EXECUTED and DELIVERED as a DEED by
CHARTER COURT FINANCIAL
SERVICES LIMITED

Attorney

Ed Band

Attorney

Karen M. Sheridan

Karen Sheridan
Vice President

Director

Director/Company Secretary

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SCHEDULE 1

NOTICE AND ACKNOWLEDGMENT OF NEW BENEFICIARY

PART 1

FORM OF NOTICE TO THE ORIGINATOR ACCOUNT BANK

From: Charter Court Financial Services Limited
2 Charter Court
Broadlands
Wolverhampton
West Midlands WV10 6TD
(the **Originator** and the **Trustee**)

To: Barclays Bank PLC
1 Churchill Place
London E14 5HP
(the **Originator Account Bank**)

Cc:

Precise Mortgage Funding No. 1
35 Great St. Helen's
London EC3A 6AP
(**Precise No. 1**)

U.S. Bank Trustees Limited
125 Old Broad Street
Fifth Floor
London EC2N 1AR
(**Precise No. 1 Security Trustee**)

Buttermere Plc
35 Great St. Helen's
London EC3A 6AP
(**Buttermere**)

BNY Mellon Corporate Trustee Services
Limited
1 Canada Square
London E14 5AL
(**Buttermere Security Trustee**)

*[Include any additional New Beneficiary / New
Beneficiary Security Trustee]*

5 December 2013

Dear Sir/Madam

Terms and expressions used in this notice shall have the meaning set out in the Non-DD Collection Account Declaration of Trust (as defined below) dated on or about 5 December 2013 between, *inter alios*, the Originator, the Precise No. 1 and Buttermere.

We hereby give you notice that pursuant to:

- (a) a securitisation transaction between the Originator and Buttermere; and
- (b) a securitisation transaction between the Originator and Precise No. 1,

each a **Transaction**, the Originator has assigned and/or sold, and may from time to time, continue to assign, to Buttermere and Precise No. 1 the Buttermere Receivables and the Precise No. 1 Receivables

(respectively), and that the payments on such Receivables are and will continue to be paid into the Non-DD Collection Account.

In connection with the Transactions, Buttermere has granted security over all of its assets in favour of the Security Trustee in relation to Buttermere and Precise No. 1 has granted security over all of its assets in favour of the Security Trustee in relation to Precise No. 1. Pursuant to a declaration of trust dated on or about 5 December 2013 (the **Non-DD Collection Account Declaration of Trust**), the Originator has declared a trust over the amounts standing to the credit of the Non-DD Collection Account (details of which are set out in Appendix 1 hereto) at any time. Accordingly, the Non-DD Collection Account is a trust account and all sums standing to the credit thereof are held by the Trustee on trust for the benefit of the beneficiaries of the Non-DD Collection Account Declaration of Trust, including the Originator, Buttermere and Precise No. 1.

You are entitled to rely on the instructions of the Originator in relation to the operation of the Non-DD Collection Account, until such time as you receive an Enforcement Notice. Following receipt by you of an Enforcement Notice from any Security Trustee (a form of which is set out in Appendix B to this letter) you must act only on the instructions of the Security Trustee of each Issuer Beneficiary (acting jointly or through an agent acting on behalf of each Security Trustee) and from such date you will not act on the instructions of ourselves in respect of the operation of the Non-DD Collection Account.

In consideration of your agreement to the terms of this notice, the Originator:

- (a) undertakes at all times to maintain a balance on the Non-DD Collection Account in an amount agreed between the Originator and you from time to time (the **Minimum Balance**); and
- (b) if and to the extent that the balance on the Non-DD Collection Account falls below the Minimum Balance, irrevocably authorises you to debit the **CCFS Account** (details of which are set out in Appendix 2 hereto) to the extent required to restore the Minimum Balance.

This letter, and any non-contractual obligations arising out of it, shall be governed by, and construed in accordance with, the law of England and Wales.

Yours faithfully

as Authorised Signatory for and on behalf of
Charter Court Financial Services Limited

APPENDIX 1

NON-DD COLLECTION ACCOUNT

Non-DD Collection Account

Account Number: 73402436

Sort Code: 20-19-90

Short name: Non-DD Collection Account

Held at: Barclays Bank PLC

APPENDIX 2
CCFS ACCOUNT

Account number: 63472639

Sort Code: 20-19-90

Ref: Charter Court Financial Services Fees & Sundry

SWIFT: BARCGB22

IBAN: GB48 BARC 2019 9063 4726 39

Held at: Barclays Bank PLC

PART 2

FORM OF ACKNOWLEDGMENT OF THE ORIGINATOR ACCOUNT BANK

From: Barclays Bank PLC
1 Churchill Place
London E14 5HP
(the **Originator Account Bank**)

To: Charter Court Financial Services Limited
2 Charter Court
Broadlands
Wolverhampton
West Midlands WV10 6TD
(the **Originator** and the **Trustee**)

Buttermere Plc
35 Great St. Helen's
London EC3A 6AP
(the **Buttermere**)

Precise Mortgage Funding No. 1 Plc
35 Great St. Helen's
London EC3A 6AP
(the **Precise No. 1**)

Cc: BNY Mellon Corporate Trustee Services Limited
1 Canada Square
London E14 5AL
(the **Buttermere Security Trustee**)

U.S. Bank Trustees Limited
125 Old Broad Street
Fifth Floor
London EC2N 1AR
(the **Precise No. 1 Security Trustee**)

5 December 2013

Dear Sirs/Madam

We acknowledge receipt of the notice dated 5 December 2013 and addressed to us by the Originator (a copy of which is attached). Terms used in that notice have the same meaning herein.

We acknowledge and agree to the provisions of such notice and in addition we represent and undertake to the Originator, Buttermere, Precise No. 1, Buttermere Security Trustee and the Precise No. 1 Security Trustee the following:

- (a) that, save as constituted pursuant to any Deed of Charge, no Security Interest exists in our favour on, over or with respect to the Non-DD Collection Account or the monies standing to the credit thereof;
- (b) that we have no right at any time to pay, set off (except to the extent of the Originator Trust Share) or transfer any of the amounts standing to the credit of the Non-DD Collection Account in or

towards satisfaction of any obligations or Liabilities which the Originator (in any capacity) has or may have to the Originator Account Bank (under any guarantee, document or other Security Interest for the payment or repayment of monies, actual or contingent) other than:

- (i) where, any amount credited to the Non-DD Collection Account has not been received as cleared funds or has otherwise been recalled in which case the Originator Account Bank may debit the Non-DD Collection Account for the amount not received as cleared funds or otherwise recalled;
- (ii) any fees and charges due to the Originator Account Bank in respect of the Non-DD Collection Account, in which case the Originator Trust Share shall be reduced until it is zero, following which the Issuer Beneficiary Trust Share of each Issuer Beneficiary shall be reduced pro rata in accordance with the Issuer Beneficiary Trust Share as a percentage of the Trust Property; and
- (iii) in relation to any amounts attributable to the Issuer Beneficiary Trust Share of Buttermere where such payment, set off or transfer is otherwise permitted by the Buttermere Transaction Documents,

provided that if we debit an amount pursuant to this paragraph (b) and there is a debit balance on the Non-DD Collection Account which arises by virtue of such amount being deducted (a **Resulting Overdraft**), then to the extent that such liability is not settled by any funds subsequently paid into the Non-DD Collection Account within one Business Day (including by virtue of the Originator Account Bank's right to debit the CCFS Account to maintain the Minimum Balance), the relevant Issuer Beneficiary shall be liable to the Originator Account Bank in respect of such Resulting Overdraft (and the Originator and the Issuer Beneficiaries undertake to promptly inform the Originator Account Bank on request of the identity of the Issuer Beneficiary to which the Resulting Overdraft (or part thereof) relates), provided that where the Originator has opened a separate DD collection account in respect of the Receivables of an Issuer Beneficiary, the amount to be paid to the Collection Account Bank in respect of any Resulting Overdraft to the extent applicable to such Receivables of an Issuer Beneficiary shall be paid subject to and in accordance with the transaction documents entered into by such Issuer Beneficiary and, in respect of Precise No.1, shall be paid in accordance with the terms of the direct debit collection account declaration of trust and account bank deed dated on or about the date hereof (the **DD Collection Account Declaration of Trust and Account Bank Deed**);

- (c) that we shall not combine, consolidate or merge the Non-DD Collection Account with any other account;
- (d) that we shall not exercise any lien and shall give notice to the Originator, Buttermere, Precise No. 1, any New Beneficiary, the Buttermere Security Trustee, the Precise No. 1 Security Trustee, any Security Trustee of any New Beneficiary of any attempt to enforce any Security Interest by any other person in respect of the Non-DD Collection Account;
- (e) that the Non-DD Collection Account is a trust account of the Trustee and that the amounts standing to the credit of the Non-DD Collection Account are beneficially owned by Buttermere, Precise No. 1, any New Beneficiary and the Originator (in its capacity as beneficiary) in their respective shares;
- (f) that we acknowledge that each of Buttermere, Precise No. 1 and any New Beneficiary may assign and/or charge all of its right, title, interest and benefit, present and future, in the Non-DD Collection Account Trust hereunder, including its beneficial interest created in the Non-DD Collection Account by the Non-DD Collection Account Declaration of Trust, to the relevant Security Trustee of such Beneficiary;

- (g) that no notice has been received by us that any third party (other than the beneficiaries of the Non-DD Collection Account Declaration of Trust) has or will have any right or interest whatsoever in, or has made or will be making any claim or demand or taking any action whatsoever against, the Non-DD Collection Account or the monies standing to the credit thereof and if, after the date hereof, we receive any such notice, we shall, save to the extent we are prohibited by law, give written notice thereof to the Originator, Buttermere, Precise No. 1 and any New Beneficiary, copied to each Security Trustee of each Issuer Beneficiary; and
- (h) following the receipt by us of an Enforcement Notice we will act only on the instructions of each Security Trustee of each Issuer Beneficiary (acting jointly or through an agent acting on behalf of each Security Trustee) and from such date we will not act on the instructions of yourselves in respect of the operation of the Non-DD Collection Account.
- (i) The Collection Account Bank represents and warrants, for the benefit of the Issuer, that it is a bank for the purposes of Section 991 of the Income Tax Act 2007 and payments of interest are made in the ordinary course of its business within the meaning of section 878 of the Income Tax Act 2007.

You agree and acknowledge that:-

- (a) we may rely on any notice, instruction, direction, communication or other document or information believed by us to be genuine and correct which have been signed or communicated by the person by who it purports to be signed and communicated and we shall not be liable for the consequences such as we have no obligation whatsoever to verify the facts or matters stated therein as true and correct (including, without limitation, as to whether a Security Trustee is entitled to act as agent of each Security Trustee), including whether the terms of any agreement between the Originator and yourself have been complied with or the making of any enquiry as to whether a security interest has become enforceable;
- (b) we shall not be obliged to comply with any instructions received if due to circumstances which are not within our direct control, we are unable to comply with such instructions or to comply with those instructions should breach a court order or be contrary to applicable law or regulations; and
- (c) nothing will deem Barclays Bank PLC to be a trustee or other fiduciary with respect to the Non-DD Collection Account and the relationship of Barclays Bank PLC to the Originator shall be that of banker and accountholder only.

Yours faithfully

Authorised signatory for and on behalf of
Barclays Bank PLC

Acknowledged and agreed

Precise Mortgage Funding No.1 Plc
per pro SFM Directors Limited, as Director

U.S. Bank Trustees Limited

Buttermere Plc

per pro SFM Directors Limited, as Director

BNY Mellon Corporate Trustee Services Limited

Authorised signatory for and on behalf of

Charter Court Financial Services Limited

SCHEDULE 2

FORM OF NON-DD COLLECTION ACCOUNT ACCESSION UNDERTAKING

THIS DEED is made on [] 20[]

BETWEEN

- (1) **PRECISE MORTGAGE FUNDING NO. 1 PLC** (registered number 08658031), a public limited company incorporated under the laws of England and Wales, whose registered office is at 35 Great St. Helen's, London EC3A 6AP (**Precise No. 1**);
- (2) **U.S. BANK TRUSTEES LIMITED** (registered number 2379632), a private limited 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 in respect of the issuance of notes by Precise No. 1, the **Precise No. 1 Security Trustee**);
- (3) **BUTTERMERE PLC** (registered number 06737937), a public limited company incorporated under the laws of England and Wales whose registered office is at 35 Great St. Helen's, London EC3A 6AP (**Buttermere**);
- (4) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** (registered number 02631386), a private limited company incorporated under the laws of England and Wales whose registered office is at 1 Canada Square, London E14 5AL (in its capacity as security trustee in respect of the issuance of notes by Buttermere, the **Buttermere Security Trustee**);
- (5) **CHARTER COURT FINANCIAL SERVICES LIMITED** (registered number 06749498), a private limited company incorporated under the laws of England and Wales whose registered office is at 2 Charter Court, Broadlands, Wolverhampton, West Midlands WV10 6TD (the **Originator** and, in its capacity as trustee of the Non-DD Collection Account Trust, the **Trustee**);
- (6) [] in its capacity as [] (the **New Beneficiary**); and
- (7) [] in its capacity as [] (the **New Beneficiary Security Trustee**).

NOW THIS DEED WITNESSES AS FOLLOWS

WHEREAS:

- (A) Pursuant to the terms of a [*describe agreement*] (the **Agreement**) dated [] 20[] made between the Originator and the New Beneficiary, the Originator has agreed to [*describe nature of the obligations of the Originator under the Agreement*].
- (B) The Originator has agreed to provide the New Beneficiary with the beneficial interest described in the collection account declaration of trust dated 5 December 2013 (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time with the consent of the parties thereto) between, *inter alios*, the Originator, the Trustee, Buttermere and Precise No. 1 (the **Non-DD Collection Account Declaration of Trust**).
- (C) The terms of the Non-DD Collection Account Declaration of Trust permit the Trustee to hold certain amounts on trust for the New Beneficiary under the Non-DD Collection Account Trust.

- (D) The New Beneficiary has agreed to enter into this Deed to accede to the provisions of the Non-DD Collection Account Declaration of Trust.

1. INTERPRETATION

Expressions defined in the Non-DD Collection Account Declaration of Trust 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 1.2 of the Non-DD Collection Account Declaration of Trust.

2. REPRESENTATIONS AND WARRANTIES

The New Beneficiary hereby represents and warrants to the Originator and each of the Issuer Beneficiaries in respect of itself that as of the date of this Deed:

- (a) pursuant to the terms of the Agreement, the Trustee has agreed to [*describe in relation to the Agreement*]; and
- (b) [*Other representations*].

3. NEW BENEFICIARY TRUST SHARE

The New Beneficiary's share of the Non-DD Collection Account Trust, shall be determined in accordance with Clause 2 of the Non-DD Collection Account Declaration of Trust (the **New Beneficiary Trust Share**).

4. ACCESSION

- 4.1 In consideration of the New Beneficiary being accepted as a Beneficiary for the purposes of the Non-DD Collection Account Declaration of Trust by the parties thereto as from the date of this Deed, each of the New Beneficiary and the New Beneficiary Security Trustee:

- (a) confirms that as from [*date*], it intends to be a party to the Non-DD Collection Account Declaration of Trust as a New Beneficiary or a New Beneficiary Security Trustee, as applicable;
- (b) undertakes to comply with and be bound by all of the provisions of the Non-DD Collection Account Declaration of Trust in its capacity as a Beneficiary or a New Beneficiary Security Trustee, as applicable, as if it had been an original party thereto; and
- (c) agrees that the Trustee shall be the trustee of the Non-DD Collection Account for all Beneficiaries upon and subject to the terms set out in the Non-DD Collection Account Declaration of Trust.

- 4.2 [The New Beneficiary hereby irrevocably instructs the Trustee that, and the Trustee hereby undertakes that, following the service of an Enforcement Notice in respect of the New Beneficiary, the Trustee will comply only with the directions of the New Beneficiary Security Trustee (and not the New Beneficiary) in respect of the New Beneficiary Trust Share.]

- 4.3 [The New Beneficiary will, on or about the date hereof, assign and/or charge pursuant to the [*security document*] (**New Beneficiary Deed of Charge**) all of its right, title, interest and benefit, present and future, in the Non-DD Collection Account Trust hereunder, including its beneficial interest created in the Non-DD Collection Account by the Non-DD Collection Account Declaration

of Trust, to the New Beneficiary Security Trustee as security for, *inter alia*, its obligations under [●].]

- 4.4 [The Trustee hereby acknowledges the assignment and/or charging of the New Beneficiary's rights, title, interest and benefit, present and future, in the Non-DD Collection Account Trust hereunder, including its beneficial interest created under the Non-DD Collection Account by this Deed, to the New Beneficiary Security Trustee pursuant to the [security document].]

5. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed or the Non-DD Collection Account Declaration of Trust shall be given in the manner and at the times set out in Clause 12 (Notices) of the Non-DD Collection Account Declaration of Trust to the addresses given in this Clause 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 5 for the New Beneficiary is:

[]

For the attention of: []

Telephone: []

Facsimile: []

The address referred to in this Clause 5 for the New Beneficiary Security Trustee is:

[]

For the attention of: []

Telephone: []

Facsimile: []

or such other address and/or numbers as the New Beneficiary and/or New Beneficiary Security Trustee may notify to the parties to the Collection Account Declaration of Trust in accordance with the provisions thereof.

6. COUNTERPARTS

This Deed may be executed in any number of counterparts (manually or by facsimile) and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

7. LIMITED RECOURSE

- 7.1 The Parties to this Deed hereby acknowledge and agree that:

- (a) all obligations of Buttermere to the Parties in respect of amounts owing to the Parties pursuant to this Deed are subject to the terms of Clause 5.3 (No enforcement by Secured Creditors) and 5.4 (Limited recourse) of the Buttermere Deed of Charge, as if each Party was a Secured Creditor;
- (b) all obligations of Precise No. 1 to the Parties in respect of amounts owing to the Parties pursuant to this Deed are subject to the terms of Clause 22.1 (Non-Petition in relation to the

Issuer) and 22.2 (Limited Recourse) of the Precise No. 1 Deed of Charge, as if each Party was a Secured Creditor; and

- (c) all obligations of the New Beneficiary to the Parties in respect of amounts owing to the Parties pursuant to this Deed are subject to the terms of Clause [●] ([Non-Petition]) and [●] ([Limited Recourse]) of the [New Beneficiary Deed of Charge], as if each Party was a Secured Creditor.

7.2 This Clause 7 shall survive the termination of this Deed.

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a Party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

9. SECURITY TRUSTEE'S ROLE

Subject always to the terms of the relevant Deed of Charge, each Security Trustee has agreed to become a Party to this Deed for the better preservation and enforcement of its rights under this Deed but shall not assume any obligations or liabilities to any Party hereunder. Any liberty or right which may be exercised or any determination which may be made under this Deed by the relevant Security Trustee may be exercised or made in the relevant Security Trustee's absolute discretion without any obligation to give reasons therefor and the relevant Security Trustee shall not be responsible for any liability occasioned by so acting but subject always to the terms of the relevant Deed of Charge

For the avoidance of doubt, any indemnity that a Security Trustee of an Issuer Beneficiary receives under the relevant Deed of Charge will apply equally to that Security Trustee in connection with this Deed.

All the provisions of the relevant Deed of Charge relating to the exercise by the relevant Security Trustee of its powers, trusts, authorities, duties, rights and discretions shall apply, *mutatis mutandis*, to the discharge by the relevant Security Trustee of its powers, trusts, authorities, duties, rights and discretions under this Deed.

10. 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.

11. Governing Law and Jurisdiction

- 11.1 This Deed and all non-contractual rights arising in connection with it, shall be governed by and construed in accordance with English law.
- 11.2 Each Party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed, including but not limited to, its validity, effect, interpretation or performance and for such purposes irrevocably submits to the jurisdiction of such courts.
- 11.3 Each Party will be deemed to have waived any objection to the choice of or submission to the courts of England on the grounds of inconvenient forum or otherwise. Any judgment, declaration or order (whether interim or final) of a court of England is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

IN WITNESS whereof this Deed has been executed and delivered as a deed by or on behalf of the parties the day and year first above written.

EXECUTED and DELIVERED as a DEED by
PRECISE MORTGAGE FUNDING NO. 1 PLC
acting by two Directors being:

per pro SFM Directors Limited, as Director

per pro SFM Directors (No. 2) Limited, as Director

EXECUTED and DELIVERED as a DEED by
U.S. BANK TRUSTEES LIMITED
acting by two duly authorised Attorneys:

Attorney

Attorney

EXECUTED and DELIVERED as a DEED by
BUTTERMERE PLC
acting by two Directors being:

per pro SFM Directors Limited, as Director

per pro SFM Directors (No. 2) Limited, as Director

EXECUTED and DELIVERED as a DEED by
BNY MELLON CORPORATE TRUSTEE
SERVICES LIMITED
acting by two of its lawful Attorneys:

Attorney

Attorney

in the presence of this witness
Witness Signature:

Full Name:

Address:

EXECUTED and DELIVERED as a DEED by	)	
CHARTER COURT FINANCIAL	)	
SERVICES LIMITED	)	
acting by two directors or a director and the company	)	Director
secretary	)	
	)	
	)	
	)	Director/Company Secretary
	)	

EXECUTED and DELIVERED as a DEED by	)	
[NEW BENEFICIARY]	)	
	)	
	)	Director
	)	
	)	
	)	
	)	Director/Company Secretary
	)	

EXECUTED and DELIVERED as a DEED by	)	
[NEW BENEFICIARY SECURITY TRUSTEE]	)	
acting by two of its lawful Attorneys:	)	Attorney
	)	
	)	
in the presence of this witness	)	Attorney
	)	
Witness Signature:	)	

Full Name:

Address: