

**EXECUTION VERSION**

# **CORPORATE SERVICES AGREEMENT**

**8 JUNE 2018**

**INTERTRUST MANAGEMENT LIMITED**  
as Corporate Services Provider

and

**INTERTRUST CORPORATE SERVICES LIMITED**  
as Share Trustee

and

**CHARTER MORTGAGE HOLDINGS 2018-1 LIMITED**  
as Holdings

and

**CHARTER MORTGAGE FUNDING 2018-1 PLC**  
as Issuer

and

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

**ALLEN & OVERY**

Allen & Overy LLP

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**THIS AGREEMENT** (this **Agreement**) is made on 8 June 2018

**BETWEEN:**

- (1) **INTERTRUST MANAGEMENT LIMITED** (registered number 03853947), a private limited company incorporated under the laws of England and Wales whose registered office is at 35 Great St. Helen's, London EC3A 6AP (in its capacity as **Corporate Services Provider**);
- (2) **INTERTRUST CORPORATE SERVICES LIMITED** (registered number 03920255), a private limited company incorporated under the laws of England and Wales acting through its principal office at 35 Great St. Helen's, London EC3A 6AP (in its capacity as **Share Trustee**);
- (3) **CHARTER MORTGAGE HOLDINGS 2018-1 LIMITED** (registered number 11329196), a private limited company incorporated under the laws of England and Wales whose registered office is at 35 Great St. Helen's, London EC3A 6AP (**Holdings**);
- (4) **CHARTER MORTGAGE FUNDING 2018-1 PLC** (registered number 11329280), a public limited company incorporated under the laws of England and Wales whose registered address is at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**); and
- (5) **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 (acting in its capacity as the **Security Trustee**, which expression shall include such company and all other persons or companies for the time being acting as security trustee(s) under the terms of the Deed of Charge).

**INTRODUCTION:**

- (A) The Issuer proposes to become involved in the Transaction.
- (B) Pursuant to a declaration of trust dated 1 May 2018 (the **Share Trust Deed**), the Share Trustee holds the entire beneficial interest in the issued share capital of Holdings, which is held on trust for discretionary purposes.
- (C) The Corporate Services Provider has agreed with the other parties to this Agreement to provide various corporate services to the Issuer and Holdings (each of the Issuer and Holdings, a **Company** and together the **Companies**) subject to and in accordance with the terms and conditions of this Agreement.
- (D) The current directors of the Companies are Intertrust Directors 1 Limited, Intertrust Directors 2 Limited and Claudia Wallace, each of whom have been nominated by the Corporate Services Provider and elected by the Companies' shareholders. The company secretary of the Companies is Intertrust Corporate Services Limited.

**THE PARTIES AGREE** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 The master definitions and construction schedule made between, amongst others, the parties hereto 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 thereto, the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Schedule shall, except where the context

otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement, including the Recitals hereto and this Agreement shall be construed in accordance with the interpretation provisions set out in Clause 2 (Interpretation and Construction) of the Master Definitions and Construction Schedule.

1.2 In this Agreement and in the introduction hereto, unless the context otherwise requires:

**Additional Services** means the services set out in Schedule 2 (Additional Services);

**Board of Directors** and **Directors** means the board of directors of the Companies and directors acting for the Companies as appointed from time to time;

**Breach of Duty** means (i) in relation to any Person (other than the Security Trustee), the wilful default, fraud, illegal dealing, negligence, misconduct, bad faith or material breach of any agreement (including this Agreement) or breach of trust by that Person and (ii) in relation to the Security Trustee, gross negligence, wilful default or fraud of the Security Trustee;

**Companies Act** means the Companies Act 1948 to 2006 (as amended);

**Company Administration Services** means the services set out in Schedule 1 (Company Administration Services);

**Conditions Precedent** means the conditions precedent set out in Schedule 4 (Conditions Precedent) of this Agreement;

**Corporate Services Fee** shall have the meaning given thereto in the Corporate Services Provider Fee Letter;

**Corporate Services Provider Fee Letter** means the letter dated the date of this Agreement between the Corporate Services Provider and each of the Companies with respect to, *inter alia*, the fees payable by the Companies to the Corporate Services Provider and any other fee letter subsequently agreed between the Corporate Services Provider and each of the Companies with respect to the fees payable for services of an exceptional nature in accordance with Clause 12.3 below;

**Financial Services** means the services set out in Schedule 3 (Financial Services);

**Person** means any person, body corporate, association or partnership and shall include their legal personal representatives, successors and permitted assigns;

**Proceedings** means any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative, regulatory or investigative (including an action or suit by or in the right of a Company to procure judgment in its favour) in relation to any or all of the Companies;

**Regulatory Direction** means, in relation to any Person, a direction or requirement of any governmental authority with whose directions or requirements such Person is accustomed to comply;

**Requirement of Law** in respect of any person shall mean:

- (a) any law, treaty, rule, requirement or regulation;
- (b) a notice by or an order of any court having jurisdiction;
- (c) a mandatory requirement of any regulatory authority having jurisdiction; or
- (d) a determination of any arbitrator of 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 and other institutions of a similar nature to comply; and

**Secretary** means a Person nominated by the Corporate Services Provider to serve as secretary for the Issuer and/or Holdings.

## **2. APPOINTMENT OF CORPORATE SERVICES PROVIDER**

- 2.1 Each of the Companies hereby appoints the Corporate Services Provider to be its corporate services provider under the terms and conditions set out in this Agreement and the Corporate Services Provider accepts such appointment.
- 2.2 The Corporate Services Provider shall be responsible for the provision of services to each of the Companies and certain matters incidental thereto, with due observance of the following:
- (a) all requirements of English Law and the Articles of Association of each of the Companies (as applicable); and
  - (b) the provisions of this Agreement (including those set out in the Schedules hereto).

## **3. STANDARD OF CARE**

During the term of this Agreement, the Corporate Services Provider shall, at all times perform its obligations with all due care, skill and diligence and in good faith provided that the Corporate Services Provider shall not be required to do or cause to be done anything which it is prevented from doing by any Regulatory Direction or any Requirement of Law.

## **4. APPOINTMENT OF DIRECTORS AND SECRETARIES PRIOR TO SERVICE OF AN ENFORCEMENT NOTICE**

- 4.1 During the term of this Agreement, the Corporate Services Provider will nominate:
- (a) at least three Persons to be appointed as Directors of each of the Companies (at least one of which must be a natural person and who once appointed, must be an Independent Director) who are:
    - (i) willing and available; and
    - (ii) natural persons or (to the extent permitted by Law) body corporates, associations or partnerships; and
  - (b) one Person who is willing and able to be appointed as Secretary of each of the Companies,

and the Corporate Services Provider shall procure that each of the Persons nominated by it as a Director or Secretary from time to time accepts the relevant appointment and acts in the relevant capacity and does so without fee or remuneration from any of the Companies, save that nothing in this Agreement shall prejudice the right of any Person under Clause 12 (Remuneration, Costs and Expenses) or Clause 8 (Liability) of this Agreement or under the Articles of Association of any of the Companies to fees, remuneration or other payments. Nothing herein shall prevent the Corporate Services Provider from nominating itself (to the extent permitted by Law) as a Director of each of the Companies.

- 4.2 The Corporate Services Provider hereby confirms that, if any of the Directors or the Secretary it nominates pursuant to Clause 4.1 should resign or retire or for any other reason cease to act as Director or Secretary (as the case may be), it will promptly:
- (a) procure that such Director or Secretary (as the case may be) shall acknowledge in writing (except in the case of death, or sudden incapacity) that he has no claim of any nature whatsoever against the Company;
  - (b) nominate (in accordance with Clause 4.1) another Person willing to act in the relevant capacity;
  - (c) procure the consent of that Person to act in that capacity; and
  - (d) procure that the Person accepts his appointment on the basis that the effectiveness of any such resignation, retirement or cessation of discharge is conditional on the obligations in Clauses 4.2(a) and 4.2(b) having been satisfied.

## **5. COMPOSITION OF BOARDS**

- 5.1 Holdings undertakes and agrees subject to Clause 6.3 that it shall exercise its rights as a shareholder of the Issuer and all rights and powers vested in it under the Articles of Association of the Issuer so as to procure that the Board of Directors of the Issuer comprises at all times at least three Directors (one of which shall be an Independent Director) nominated by the Corporate Services Provider, pursuant to Clauses 4.1 or 4.2 above.
- 5.2 In respect of the Issuer and Holdings, the Corporate Services Provider shall procure that at all times all of the Directors nominated by it pursuant to Clauses 4.1 or 4.2 above (as applicable) will be resident in the United Kingdom (and not in any other jurisdiction) for the purposes of United Kingdom tax and shall hold all board meetings in the United Kingdom.
- 5.3 The Share Trustee undertakes and agrees that, subject to its duties and obligations as Share Trustee under the Share Trust Deed, it shall exercise its rights as a shareholder of Holdings and all rights and powers vested in it under the Articles of Association of Holdings so as to procure that the Board of Directors of Holdings comprises at all times at least three Directors nominated by the Corporate Services Provider, pursuant to Clauses 4.1 or 4.2 above.

## **6. NOMINATION OF DIRECTORS AFTER SERVICE OF AN ENFORCEMENT NOTICE**

- 6.1 In the event that an Enforcement Notice is served on the Issuer, Holdings shall exercise its rights as the sole beneficial owner of all of the shares in the Issuer and the rights and powers vested in it under the Articles of Association of the Issuer, so as to procure that:
- (a) such new or additional directors of the Issuer as the Security Trustee may (but shall be under no obligation to) direct shall be duly appointed provided that such directors are resident in the United Kingdom (and not in any other jurisdiction) for the purposes of United Kingdom tax; and
  - (b) such of the Directors nominated pursuant to Clauses 4.1, or 4.2 above as the Security Trustee requests shall tender their resignation,

and nothing shall prevent the Security Trustee from nominating any Person (other than itself) resident in the United Kingdom for the purposes of United Kingdom tax for appointment as a Director of the Issuer.

- 6.2 Any Director nominated or appointed pursuant to Clause 6.1 above shall be appointed upon such terms (including reasonable remuneration) as may be agreed in writing between the appointees and the Security Trustee.
- 6.3 For so long as Holdings is the beneficial holder of the whole of the issued share capital of the Issuer, and in the event (but only in the event) that the provisions of Clause 6.1 above apply, Holdings undertakes and agrees to comply with all requests of the Security Trustee as to:
- (a) the exercise of its rights as shareholder of the Issuer; and
  - (b) all rights and powers vested in it under the Articles of Association of the Issuer,
- in relation to the appointment and/or removal from office by Holdings of any of the Directors of the Issuer.
- 6.4 In the event that an Enforcement Notice is served on the Issuer, any appointment of a Director in office at such time validly made pursuant to Clauses 4.1, or 4.2 shall continue to be effective in accordance with the provisions of this Agreement unless and until such Director has resigned pursuant to Clause 6.1(b).
- 6.5 The obligations of the parties hereto under this Agreement are solely the corporate obligations of each of the parties.
- 6.6 No recourse shall be had in respect of any obligation or claim arising out of or based upon this Agreement against any employee, officer or director of any of the parties hereto, save where the claim, demand, liability, cost or expense in connection therewith arises from the gross negligence, wilful default or fraud of such employee, officer or director of the respective party.

## **7. SERVICES TO BE PROVIDED**

- 7.1 The Corporate Services Provider agrees to provide the Company Administration Services, the Additional Services and the Financial Services.
- 7.2 If required, the Corporate Services Provider may hold (i) funds relating to the share capital of the Issuer or Holdings, as applicable, only and (ii) any other funds provided that all Secured Obligations have been irrevocably discharged in full (which occurrence shall be notified to the Corporate Services Provider in writing by the Security Trustee as soon as reasonably practicable), for and on behalf of the Issuer and/or Holdings with a regulated financial institution and manage it, provided that:
- (a) such funds shall be maintained in segregated ledgers in the name of the Issuer or Holdings, as applicable;
  - (b) such funds will be held in a non-interest bearing account;
  - (c) any fees payable on such account shall be paid by the Corporate Services Provider; and
  - (d) the Issuer and Holdings agree that the Corporate Services Provider shall not be responsible for any loss of funds held in accordance with this Clause 7.2.

- 7.3 The Corporate Services Provider shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties referred to in Clause 7.1 or in the exercise of any of its rights or powers thereunder if there are reasonable grounds for it believing that the reimbursement of such expenditure or indemnity satisfactory to it against such risk or liability is not assured.
- 7.4 The Issuer acknowledges that the Corporate Services Provider is not responsible for providing any tax advice to the Issuer.

## **8. LIABILITY**

- 8.1 Save as expressly set out in this Agreement, the Corporate Services Provider makes no warranty or representation in respect of the services provided in Clause 7 (Services to be Provided) and all other representation or warranties are hereby excluded.
- 8.2 Neither the Corporate Services Provider nor any of its Associated Persons, shall be liable for any loss or damage sustained by any Company as a direct or indirect result of the provision by the Corporate Services Provider of the services provided in Clause 7 (Services to be Provided) save that nothing in this Clause shall exclude or restrict any liability of the Corporate Services Provider resulting from a Breach of Duty on the part of the Corporate Services Provider or any of its Associated Persons. The Corporate Services Provider and any of its Associated Persons shall not, in any event be liable for any indirect special or consequential loss of any kind, or loss of profit (whether a direct or indirect loss) or for any losses that arise from any damage to the business or reputation of either Company.
- 8.3 Neither the Corporate Services Provider nor any of its Associated Persons shall be liable for acting on what it in good faith believes to be valid instructions from or on behalf of the Companies and/or the Board of Directors or in relation to notices, requests, waivers, consents, receipts, corporate actions or other documents which the Corporate Services Provider in good faith believes to be genuine and to have been given or signed by the appropriate parties.
- 8.4 Each Company and the Corporate Services Provider acknowledges that the late submission of financial statements can give rise to a penalty charge by the relevant statutory authority and hereby agrees that provided the Corporate Services Provider has complied with its obligations as set out in this Agreement the Corporate Services Provider shall not be liable for any such penalty charge imposed unless such charge arises as a result of the fraud, misconduct, wilful default, negligence, bad faith or a Breach of Duty by the Corporate Services Provider.

## **9. INDEMNITY**

- 9.1 Subject to Clause 9.2, each of the Companies shall indemnify the Corporate Services Provider and all Associated Persons of the Corporate Services Provider (together **Indemnified Persons**) against all Liabilities incurred in relation to such Company arising from or connected with the appointment of the Corporate Services Provider as corporate services provider for such Company and the Corporate Services Provider's performance of the services and other obligations set out in this Agreement 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 Corporate Services Provider or Associated Persons or to any Tax on net income, profits or gains of the Corporate Services Provider or Associated Persons. For the avoidance of doubt, any former Director or any former Secretary will have the benefit of this indemnity in respect of any liability, action, proceeding, claim or demand which arises in respect of the period of its appointment and this indemnity shall survive the termination of such officer's appointment.



- 9.2 An Indemnified Person shall be entitled to be indemnified under Clause 9.1 if and only if:
- (a) it and, to the extent that it was not acting as principal, its principal acted in good faith and without Breach of Duty or negligence in relation to the matters in respect of which the indemnity is sought; and
  - (b) it complies fully at all times with the remaining provisions of this Clause 9.
- 9.3 For the purposes of Clause 9.2(a) it shall not be considered a Breach of Duty by an Indemnified Person to the extent that such Breach of Duty arises as a result of:
- (a) any failure or delay on the part of any other party to the Transaction Documents in supplying any information or the supplying of incorrect, incomplete or inaccurate information;
  - (b) any Breach of Duty by any other party to the Transaction Documents; or
  - (c) any action taken by the Corporate Services Provider at the request of any of the Companies or the Security Trustee.
- 9.4 If an Indemnified Person becomes aware of a matter which does or might give rise to a right to an indemnity under Clause 9.1 (a **Claim**), it shall:
- (a) promptly after becoming aware notify the Relevant Company in writing of the Claim (an **Indemnity Notice**) stating in reasonable detail:
    - (i) the nature of the Claim and the level of Liabilities incurred or likely to be incurred; and
    - (ii) any claims to an indemnity, contribution or otherwise which it has or may have against any other Person in respect of the Claim; and
  - (b) promptly provide any documents, information or other assistance in relation to the Claim which the Relevant Company reasonably requests at any time until the Claim is resolved.
- 9.5 Within 15 Business Days of receipt of an Indemnity Notice, the Relevant Company shall state in writing whether, subject to continuing compliance with this Clause 9, it will provisionally indemnify the Indemnified Person in respect of the Claim set out in the Indemnity Notice.
- 9.6 If the Relevant Company states in writing that, subject to continuing compliance with this Clause 9, it will provisionally indemnify the Indemnified Person in respect of a Claim set out in an Indemnity Notice (an **Indemnified Claim**), the Indemnified Person shall not take any steps with regard to the Indemnified Claim without first fully consulting the Relevant Company and shall take all steps such Company reasonably requests in order to:
- (a) mitigate, defend or compromise the Claim including through the appointment of lawyers, responding to regulatory or investigative enquiries, the issue of legal Proceedings, the defence of legal or regulatory action, mediation or the lodging of appeals; and
  - (b) enforce any rights to an indemnity, contribution or otherwise which the Indemnified Person has or may have against any other Person in respect of the Claim.

The Relevant Company may by notice in writing withdraw a provisional indemnity given under Clause 9.5 if, in its absolute discretion, it considers in the light of the information then available to it

that it is unlikely that the Indemnified Person is entitled to an indemnity in respect of an Indemnified Claim, in which case the Claim will cease to be an Indemnified Claim.

9.7 An Indemnified Person shall not settle or do anything which might compromise its ability to contest a Claim in respect of:

- (a) a Claim before the Relevant Company has responded in accordance with Clause 9.5 above;  
or
- (b) an Indemnified Claim,

without first obtaining the written consent of the Relevant Company (which shall not be unreasonably withheld or delayed).

9.8 The Relevant Company shall meet all reasonable expenses and liabilities reasonably incurred in defending an Indemnified Claim in advance of its final resolution upon receipt of an undertaking by the Indemnified Person that it will repay the amounts advanced, together with interest, at the rate specified in Clause 12.4 from the date of payment by the Relevant Company to the date of repayment, if it is ultimately determined that the Indemnified Person is not entitled to be indemnified by the Relevant Company under Clause 9.1.

9.9 All payments the Relevant Company is obliged to make under this Clause 9 shall be made pursuant to the Pre-Enforcement Revenue Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, on the Interest Payment Date immediately succeeding the date falling 15 Business Days after the date on which the Relevant Company receives notification in writing of the sum which the Indemnified Person requests payment of together with reasonable details of the nature and amount of the payment.

## **10. REPRESENTATIONS AND WARRANTIES**

10.1 Each of the Companies represents and warrants to the Corporate Services Provider (as to itself) as at the date of this Agreement that:

- (a) it is duly incorporated in England and Wales with limited liability under the Companies Act, with its registered office at 35 Great St. Helen's, London, EC3A 6AP and it has full power and authority to conduct its business as described in the Prospectus;
- (b) save as disclosed in the Prospectus, no litigation, arbitration or administrative Proceedings of or before any court, tribunal or governmental body have been commenced or, so far as the Relevant Company is aware are pending or threatened against the Relevant Company or any assets or revenues which may have a material adverse effect on the Relevant Company;
- (c) it is a company which is and has, since incorporation, been resident for tax purposes solely in the United Kingdom;
- (d) it has applied for or 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 Transaction Documents pursuant to any Requirement of Law or any Regulatory Direction applicable to the Relevant Company in England and Wales and in each other jurisdiction in which the Relevant Company carries on business; and
- (e) its functional currency for the purposes of section 17(4) CTA 2010 is Sterling.

- 10.2 The Corporate Services Provider represents and warrants to each of the Companies as at the date of this Agreement that:
- (a) it is a company duly incorporated in England and Wales with limited liability under the Companies Act, with its principal place of business at 35 Great St. Helen's, London, EC3A 6AP;
  - (b) no litigation, arbitration or administrative Proceedings of or before any court, tribunal or governmental body have been commenced or, so far as the Corporate Services Provider is aware, are pending or threatened against the Corporate Services Provider or any assets or revenues which may have a material adverse effect on the Corporate Services Provider or this Agreement; and
  - (c) it is a company which is and has, since incorporation, been resident for tax purposes solely in the United Kingdom.
- 10.3 The Issuer represents and warrants to the Corporate Services Provider (as to itself) as at the date of this Agreement that:
- (a) it is not, and is not liable to be, registered (or part of any registration) for VAT immediately prior to the issuance of the Notes and the associated transactions entered into by the Issuer in connection with that issuance; and
  - (b) it does not and will not make supplies for VAT purposes otherwise than under and in accordance with the Transaction Documents.

## **11. APPOINTMENT OF AGENTS**

- 11.1 The Corporate Services Provider shall be entitled to delegate its functions, powers, discretions, duties and obligations under this Agreement to any person, firm or corporation (an **Agent**) and any such delegation may be on such terms and conditions as the Corporate Services Provider considers reasonable in the context of the duties and responsibilities assumed hereunder by the Corporate Services Provider provided that the Corporate Services Provider remains liable for the performance of any duties by any Agent as if such duty had been performed by the Corporate Services Provider itself and provided that such appointment will not result in any of the Companies becoming subject to tax in any jurisdiction other than in the United Kingdom or suffering any additional taxes which such Company would not have suffered absent such appointment.
- 11.2 The Corporate Services Provider or any Agent shall be at liberty in the performance of their duties and any exercise of the powers, discretions, privileges and duties vested in them under this Agreement to act by responsible officers or a responsible officer for the time being and may act or rely upon the opinion or advice or information obtained by any broker, lawyer, accountant, auditor, valuer, surveyor, or other professional advisor or expert who is assisting the Companies.

## **12. REMUNERATION, COSTS AND EXPENSES**

- 12.1 In accordance with the Corporate Services Provider Fee Letter the Issuer (on behalf of Holdings and itself) shall pay to the Corporate Services Provider in consideration for its services provided pursuant to this Agreement the following fees and expenses, and any other costs and expenses specified in this Clause 12:
- (a) the Corporate Services Fee, which shall be payable in accordance with the Corporate Services Provider Fee Letter on each Interest Payment Date commencing from the first Interest Payment Date;

- (b) any other fees that may be reasonably incurred by the Corporate Services Provider on behalf of the Issuer or Holdings (i) in respect of the winding-up of the Issuer or Holdings and its subsequent auditing (including any fees relating to tax compliance matters), or (ii) in relation to compliance with, or in connection with any matters associated with, EMIR or FATCA Withholding as it relates to the Issuer or Holdings; and
  - (c) following delivery of an Enforcement Notice on the Issuer, in the event that a Receiver is not appointed, any other fees reasonably incurred by the Issuer and paid by the Corporate Services Provider on behalf of the Issuer.
- 12.2 The Issuer (on behalf of Holdings and itself) shall reimburse the Corporate Services Provider on demand for all reasonable travelling and other out of pocket expenses (including any amounts in respect of Irrecoverable VAT incurred thereon) properly incurred by it, its agents, employees, the Directors and the Secretary nominated by it in the performance of any duties and enforcement of any rights under this Agreement and all reasonable fees and disbursements (including those of a legal nature and any amounts in respect of Irrecoverable VAT incurred thereon) incurred by it in the negotiation, preparation, execution and administration of this Agreement only to the extent that such costs are not covered by the fees agreed in Clause 12.1.
- 12.3 The Issuer (on behalf of Holdings and itself) shall pay the Corporate Services Provider such additional remuneration, or meet the cost of such additional expenses (including legal and accounting advice and any amounts in respect of Irrecoverable VAT incurred thereon) as shall be agreed between the Corporate Services Provider and the Companies in the event that the Corporate Services Provider finds it expedient or necessary or is requested by any of the Companies or the Security Trustee or the Note Trustee to undertake duties which the Corporate Services Provider and the Relevant Company or Companies or the Security Trustee or the Note Trustee (as applicable) agree to be of an exceptional nature or otherwise outside the scope of the services provided under Clause 7 (Services to be Provided).
- 12.4 Any sum (or other consideration) payable (or provided) by the Issuer to the Corporate Services Provider pursuant to this Agreement shall be deemed to be exclusive of any VAT chargeable on any supply or supplies for which that sum (or other consideration) is the consideration (in whole or in part) for VAT purposes.
- 12.5 Where, pursuant to the terms of this Agreement, the Corporate Services Provider makes a supply to the Issuer for VAT purposes and VAT is or becomes chargeable on such supply, the Issuer shall, subject to the receipt of a valid VAT invoice in respect of such supply, pay to the Corporate Services Provider (in addition to and at the same time as any other consideration for such supply) a sum equal to the amount of such VAT.
- 12.6 Any amounts due but unpaid by any of the Companies to the Corporate Services Provider shall bear interest at the rate of 1 per cent. per annum above the Bank of England Base Rate and interest shall accrue:
  - (a) in the case of payments made by the Corporate Services Provider on behalf of the Issuer prior to the date of demand, from the date on which the payment was made or such later date as specified in such demand;
  - (b) in the case of payments made by the Corporate Services Provider on behalf of the Issuer on or after the date of the demand, from the date specified in such demand, which date shall not be a date earlier than the date such payments are made; and
  - (c) in the case of any remuneration payable by any of the Companies, from the due date thereof.

- 12.7 Any amounts payable to the Corporate Services Provider under this Clause 12 shall be paid (to the extent not paid on any previous date) on each Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments or, as the case may be, on any date in accordance with the Post-Enforcement Priority of Payments, provided that prior to the service of an Enforcement Notice on the Issuer, the invoice for any such fees or expenses is received by the Cash Manager at least 15 days prior to the date on which such fees or expenses become due and payable. If prior to the service of an Enforcement Notice such invoice is not received at least 15 days prior to the date on which such fees or expenses become due and payable, such fees or expenses shall be paid on the Interest Payment Date immediately following the date falling 15 days after the date on which the invoice is received by the Cash Manager.

### **13. CONFIDENTIALITY**

#### **13.1 Confidentiality of information**

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

#### **13.2 Disapplication of confidentiality provisions**

The parties to this Agreement shall use all reasonable endeavours to prevent any disclosure referred to in Clause 13.1 (Confidentiality of information) provided that Clause 13.1 (Confidentiality of information) shall not apply:

- (a) to the disclosure of any information to any person insofar as such disclosure is expressly permitted by this Agreement;
- (b) to the disclosure of any information already known to the recipient otherwise than as a result of entering into any of the Transaction Documents or as a result of a breach of this Clause 13;
- (c) to the disclosure of any information with the consent of all the parties hereto;
- (d) to the disclosure of any information which is or becomes public knowledge otherwise than disclosure being made in breach of this Clause 13 or as a result of the unauthorised or improper conduct of the recipient;
- (e) to the disclosure of any information:
  - (i) to any of the Rating Agencies;
  - (ii) in order to obtain the admission of the Notes to the Official List;
  - (iii) in connection with the admission of the Notes to trading on the Irish Stock Exchange; or
  - (iv) which is necessary or desirable to provide to prospective investors in the Notes;
- (f) to the extent that disclosure is required pursuant to any law or order of any court of competent jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental or other regulatory or

taxation authority (including any official bank examiners or regulators or the Irish Stock Exchange or the Central Bank);

- (g) to the extent that the Corporate Services Provider needs to disclose any information to any of its employees or agents provided that before any such disclosure the Corporate Services Provider shall make the relevant employees or agents aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance with such obligations by such employees or agents;
- (h) to the extent that the recipient needs or wishes to disclose the same for the exercise, protection or enforcement of any of its rights under any of the Transaction Documents or, in the case of the Security Trustee, for the purpose of discharging, in such manner as it thinks fit, its duties or obligations under or in connection with the Transaction Documents in each case to such persons as require to be informed of such information for such purposes or, in the case of the Security Trustee (i) in connection with transferring or purporting to transfer its rights and obligations to a successor trustee, or (ii) disclosure to the Secured Creditors;
- (i) to the disclosure of any information to professional advisers to, or agents of, any party to this Agreement who receive the same under a duty of confidentiality; or
- (j) to the disclosure of any information to a prospective successor party and additional or successor parties on the basis that the recipient will hold such information confidential upon substantially the same terms as this Clause 13.

13.3 The Corporate Services Provider hereby agrees to indemnify and hold harmless the Security Trustee and each of the Companies on an after tax basis for all losses, damages, expenses, costs, claims and charges arising from or caused by any disclosure of information by any of the Corporate Services Provider or any agent appointed by it or any Director nominated or deemed to be nominated by it or any agent appointed by it, which disclosure is made contrary to the provisions of this Clause 13.

13.4 Upon termination of this Agreement pursuant to Clause 14 (Termination), the Share Trustee, the Corporate Services Provider, any of its agents and each person nominated or deemed nominated by the Corporate Services Provider as a Director of any of the Companies (regardless of whether or not such a person shall still be in office) shall forthwith deliver (and in the meantime hold on trust for, and to the order of the person to which the information relates (the **Disclosing Party**)) to the Disclosing Party or as the Disclosing Party shall direct, the information described in this Clause 13 in their possession or under their control howsoever held.

## **14. TERMINATION**

14.1 This Agreement shall terminate automatically on the date on which the liquidation or dissolution of the Issuer and/or Holdings has been completed.

14.2 Notwithstanding Clause 14.1 and subject to Clause 5 (Composition of Boards) each of the Companies may terminate the appointment of its Directors or any of them at any time in accordance with the provisions set down in its Articles of Association.

14.3 The Corporate Services Provider and the Companies, as the case may be, shall have the right to terminate this Agreement forthwith by giving notice to the other party if such party commits a Breach of Duty in respect of this Agreement and (where the breach is capable of remedy) fails to remedy the same within 30 days (or such other period as shall be agreed between the parties) of being required to do so.

- 14.4 The Corporate Services Provider and the Issuer (with the prior written consent of the Security Trustee) and, following service of an Enforcement Notice, the Security Trustee may terminate this Agreement on giving not less than 30 days written notice to the other parties to this Agreement provided a substitute Corporate Services Provider has been nominated by the Issuer or following the delivery of an Enforcement Notice only, the Security Trustee and appointed by the Issuer to provide substantially the same services as those set out in this Agreement.
- 14.5 Upon termination of this Agreement pursuant to Clauses 14.3 or 14.4, the Corporate Services Provider shall use its best endeavours to ensure the effective transfer of its duties under this Agreement and the transmission of all corporate documents and information in its possession in connection with the Companies to a newly appointed corporate services provider, and shall procure the prompt resignation of any Directors and Secretaries nominated by it pursuant to Clauses 4.1 or 4.2.
- 14.6 On the termination of the appointment of the Corporate Services Provider under the provisions of this Clause 14 (Termination), the Corporate Services Provider shall be entitled to receive all fees, expenses and other moneys accrued up to the date of such termination but shall not be entitled to any additional amounts incurred solely in respect of such termination provided that the termination is caused by reasons imputable to a default made by the Corporate Services Provider.
- 14.7 Termination of this Agreement shall not affect the accrued rights, remedies, obligations or liabilities of the parties hereto existing at termination.

## **15. ASSIGNMENT**

Subject as provided in or contemplated by Clause 14 (Termination):

- (a) the Corporate Services Provider and the Companies may not assign or transfer any of their rights or obligations hereunder without the prior written consent of the Issuer and the Security Trustee; and
- (b) the Issuer may not assign or transfer any of its rights or obligations hereunder (other than by way of security pursuant to the Deed of Charge) without the prior written consent of the Corporate Services Provider and the Security Trustee.

## **16. OBLIGATIONS AS CORPORATE OBLIGATIONS**

### **16.1 No recourse against shareholders and others**

The Companies shall not have recourse against any shareholder, officer, agent, employee or Director of the Corporate Services Provider in his capacity as such, by any Proceedings or otherwise, in respect of any obligation, covenant, or agreement of the Companies (acting in any capacity whatsoever) contained in this Agreement, any Transaction Document or otherwise.

### **16.2 Corporate obligations**

It is expressly agreed and understood that this Agreement is a corporate obligation of each of the Companies and the Corporate Services Provider.

### **16.3 No personal liability**

No personal liability shall attach to or be incurred by any shareholder, officer, agent, employee or Director of the Companies or the Corporate Services Provider in his capacity as such, under or by reason of any of the obligations, covenants or agreements of the Companies and the Corporate

Services Provider contained in this Agreement or implied from this Agreement and any and all personal liability of every such shareholder, officer, agent, employee or Director for breaches by the Companies or the Corporate Services Provider of any such obligations, covenants or agreements, either at law or by statute or constitution, is hereby expressly waived by the Companies and the Corporate Services Provider as a condition of and consideration for the execution of this Agreement.

## **17. RIGHTS OF THIRD PARTIES**

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

## **18. FURTHER ASSURANCE**

The Companies and the Corporate Services Provider 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 Agreement.

## **19. AMENDMENTS**

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

## **20. EXERCISE AND RIGHTS AND REMEDIES**

### **20.1 No waiver**

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

### **20.2 Rights and remedies cumulative**

Except where this Agreement specifically provides otherwise, the rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

## **21. NON-PETITION**

21.1 Each party to this Agreement hereby agrees that it will be bound by Clause 22.1 (Non-Petition in relation to the Issuer) of the Deed of Charge.

21.2 This Clause 21 shall survive the termination of this Agreement.

## **22. LIMITED RECOURSE**

22.1 The parties to this Agreement hereby acknowledge and agree that all obligations of the Issuer to the parties to this Agreement in respect of amounts owing to the parties pursuant to this Agreement are subject to the terms of Clause 22.2 (Limited Recourse) of the Deed of Charge.

22.2 This Clause 22 shall survive the termination of this Agreement.



## **23. NOTICES**

### **23.1 In writing**

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

### **23.2 Changes**

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

### **23.3 Effectiveness**

Any notice or communication given under this Clause 23 (Notices) but received on a day which is not a Business Day or after 5 p.m. in the place of receipt will only be deemed to be given on the next Business Day in that place. Any notices to be given pursuant to this Agreement to any of the parties hereto shall be sufficiently served if sent by prepaid first class post, by hand or facsimile transmission and shall be deemed to be given (in the case of facsimile transmission) when despatched, (where delivered by hand) on the day of delivery if delivered before 5 p.m. on a Business Day or on the next Business Day if delivered thereafter or on a day which is not a Business Day or (in the case of first class post) when it would be received in the ordinary course of the post.

### **23.4 Disclosure to the Rating Agencies**

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

## **24. LANGUAGE**

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

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

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

## **25. COVENANTS BY HOLDINGS AND THE CORPORATE SERVICES PROVIDER**

25.1 Holdings hereby covenants with the Security Trustee that it shall not sell, charge, exchange, transfer or otherwise deal in the shares which it holds in the Issuer at any time prior to the Final Redemption Date without the prior written consent of the Security Trustee.

- 25.2 Holdings hereby covenants that it does not, and will not, save to the extent permitted by or provided in the Transaction Documents, carry on any other trade or business or any activities or hold shares in any other company other than the shares it holds in the Issuer or hold any other assets.
- 25.3 Holdings hereby covenants that it holds all of the issued share capital in the Issuer and that it will procure that the Issuer does not permit any other person to acquire any shares in the Issuer.
- 25.4 Holdings hereby covenants that it does not, and will not, have a beneficial interest in any of the Notes or the Residual Certificates.
- 25.5 The Corporate Services Provider hereby covenants that no Director shall be connected to any entity within the CCFS Group and the Directors will be appointed by the Corporate Services Provider.
- 25.6 Holdings hereby covenants that it does not create or permit to subsist any encumbrance (unless arising by operation of law) or other Security Interest whatsoever over any of its assets or undertaking.
- 25.7 Holdings hereby covenants that it does not engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities of which the Transaction Documents provide.
- 25.8 Holdings hereby covenants that it will not transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of its assets or undertakings or any interest, estate, right, title or benefit therein.
- 25.9 Holdings hereby covenants that it will not permit any person, other than itself 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.
- 25.10 Holdings hereby covenants that it will not issue any further shares.
- 25.11 Holdings hereby covenants that it will not incur any indebtedness or give any guarantee in respect of any indebtedness or of any other obligation of any person.
- 25.12 Holdings hereby covenants that it will not consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any other person.
- 25.13 Holdings hereby covenants that it will not permit any of the Transaction Documents to which it is a party to become invalid or ineffective or permit the priority of the Security Interests created or evidenced thereby or pursuant thereto to be varied or agree to any modification of, or grant any consent, approval, authorisation or waiver pursuant to, or in connection with, any of the Transaction Documents to which it is a party or permit any party to any of the Transaction Documents to which it is a party to be released from its obligations or exercise any right to terminate any of the Transaction Documents to which it is a party.
- 25.14 Holdings hereby covenants that it will not have an interest in any bank account unless such account or interest therein is charged to the Security Trustee on terms acceptable to the Security Trustee.
- 25.15 Holdings hereby covenants that it will not engage in any activities in the United States (directly or through agents), or derive any income from United States sources as determined under United States income 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.

## **26. COVENANT BY SHARE TRUSTEE**

- 26.1 The Share Trustee hereby covenants that it holds all of the issued share capital of Holdings and that it will procure that Holdings does not permit any other person to acquire any shares in Holdings and no person other than itself as shareholder is or shall be entitled to exercise voting rights pursuant to those shares in Holdings.
- 26.2 The Share Trustee hereby covenants to hold and retain all of Holdings' issued share capital in accordance with the Share Trust Deed.

## **27. UNDERTAKINGS BY THE COMPANIES**

Each of the Companies hereby undertakes to:

- (a) hold all of its shareholder and board meetings in the United Kingdom;
- (b) ensure all of its Directors are and will remain resident in the United Kingdom for United Kingdom tax purposes;
- (c) ensure that it is centrally managed and controlled in the United Kingdom (and not in any other jurisdiction) for United Kingdom tax purposes; and
- (d) prepare its accounts in accordance with United Kingdom generally accepted accounting practice within the meaning of Section 1127 of the Corporation Tax Act 2010.

## **28. THE SECURITY TRUSTEE**

The Security Trustee has agreed to become a party to this Agreement for the purpose of taking the benefit of contractual provisions expressed to be given in its favour enabling better preservation and enforcement of its rights under this Agreement and the Deed of Charge and for administrative ease associated with matters where its consent is required. The Security Trustee shall not assume any liabilities or obligations under this Agreement.

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

## **29. PARTIAL INVALIDITY**

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

## **30. AGENCY**

The Corporate Services Provider and the Issuer agree with and confirm to the other parties hereto that, unless otherwise notified by the Issuer or the Security Trustee, the Corporate Services Provider, as agent of the Issuer, may act on behalf of the Issuer under this Agreement, or following the delivery of an Enforcement Notice, on behalf of the Security Trustee.

### **31. FORCE MAJEURE**

- 31.1 If any party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event then:
- (a) that party's obligations under this Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that that party is so prevented, hindered or delayed;
  - (b) as soon as reasonably possible after commencement of the Force Majeure Event that party shall notify the other parties in writing of the occurrence of the Force Majeure Event, the date of commencement of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;
  - (c) if that party fails to give the notice referred to in Clause 31.1(b) it shall forfeit its rights under Clause 31.1(a);
  - (d) that party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement; and
  - (e) as soon as reasonably possible after the cessation of the Force Majeure Event that party shall notify the other parties in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under this Agreement.
- 31.2 If the Force Majeure Event continues for more than 30 days after the commencement of the Force Majeure Event any party may terminate this Agreement by giving not less than 30 days' notice in writing to the other parties and, in such circumstances, the provisions of Clause 14.5 shall not be effective.

### **32. NO RESTRICTIONS**

Nothing in this Agreement shall limit or restrict the right of any Director, officer or employee of the Corporate Services Provider or any Director, officer, employee or partner of any of its subsidiaries or its affiliates to engage in any other business or to devote his time and attention to the management or other aspects of any other business, whether of a similar or dissimilar nature, nor to limit or restrict the right of the Corporate Services Provider or of any of its subsidiaries or affiliates to engage in any other business or to render services of any kind to any other corporation, firm, individual or association.

### **33. COUNTERPARTS**

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

### **34. GENERAL PROVISIONS REGARDING FINANCIAL SERVICES**

- (a) The Corporate Services Provider may retain ownership of certain original documents which the Corporate Services Provider creates or which the Corporate Services Provider receives either as principal in its own right or as agent for the Issuer and Holdings and which do not form part of the accounting records of the Issuer and Holdings. The Corporate Services Provider intends to destroy correspondence and other papers that the Corporate Services Provider stores which have been stored for more than ten years from the end of the provision of the services, other than documents which the Corporate Services Provider deems to be of continuing significance. If the Issuer or Holdings

requires retention of any document the Issuer and/or Holdings must indicate that fact to the Corporate Services Provider.

- (b) The late submission of the Financial Statements of the Issuer and/or Holdings can give rise to a penalty surcharge. The Corporate Services Provider cannot be held liable for any penalties imposed on the Issuer or Holdings where information to prepare Financial Statements is not received in a timely or accurate manner. The Corporate Services Provider will only be liable for penalties for late filing of the Financial Statements in the event that the information has been received in a timely and accurate manner.
- (c) All aspects of the Services are for the sole use of the Issuer and/or Holdings and will not be made available to any third party without the Corporate Service Provider's prior written consent or as agreed or set out under the Transaction Documents.
- (d) The Corporate Services Provider is not authorised under the Financial Services and Markets Act 2000 to provide investment advice.

### **35. GOVERNING LAW**

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

### **36. SUBMISSION TO JURISDICTION**

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

### **37. EXECUTION**

The parties have executed this Agreement on the date stated at the beginning of this Agreement.

## SCHEDULE 1

### COMPANY ADMINISTRATION SERVICES

During the continuance of this Agreement, the Corporate Services Provider shall provide or procure the Company Administration Services as below:

- (a) providing each of the Companies a Company Secretary;
- (b) providing each of the Companies three Directors;
- (c) maintaining all statutory books that companies are required to maintain under the Companies Act 2006 (the “**Companies Act**”).
- (d) performing all obligations incumbent on the directors or secretary of a company under the Companies Act;
- (e) assisting each of the Companies in preparing and maintaining such books and records as are required by any Requirement of Law, Regulatory Direction or otherwise to be kept by each of the Companies for the proper conduct and affairs of each of the Companies;
- (f) providing a registered and administrative office for each of the Companies (which shall be initially located at 35 Great St. Helen's, London, EC3A 6AP);
- (g) keeping the register of shareholders, issuing share certificates, and effecting share transfers and filings (insofar as the Board of Directors have approved, signed and delivered the same and monies in respect of applicable fees are made available) for each of the Companies;
- (h) keeping each of the Companies' books of account for and on behalf of the Companies as required by applicable English law and make such books of account available for inspection or supply copies thereof, in accordance with the Articles and Holdings Articles and as required by applicable English law;
- (i) convening two meetings of the Board of Directors and one annual general meeting in each calendar year for each of the Companies, as and when required and to provide facilities for holding such meetings and preparing and keeping written minutes of such meetings;
- (j) as and when requested by a Director, the Secretary or the auditor of any of the Companies, delivering to such person such information in connection with the Relevant Company as may be in the possession of the Corporate Services Provider or, as the case may be, reasonably obtainable by it;
- (k) acting at all times in accordance with all reasonable and proper directions, orders and instructions given to it in writing or in board meetings by the Board of Directors;
- (l) communicating with the Directors as necessary;
- (m) using best efforts to cause each of the Companies (to the extent that the Relevant Company has sufficient funds and other resources and is otherwise able to do so) to comply with its obligations under any agreement by which such Company is bound;
- (n) making all filings, giving all notices and making all registrations and other notifications required in the day to day operation of the business of the Issuer;

- (o) ensuring that any relevant notification, application, authorisation, permission, registration, consent or licence under the Data Protection Act or FSMA in respect of the Issuer remains current and up to date;
- (p) performing a full review of the documentation for the issue of the Notes and procuring the attendance of its nominated Directors at all meetings relating to such Notes; and
- (q) To prepare, maintain and keep up to date the register of people with significant control (the **PSC Register**) for the Issuer and Holdings and to comply with the applicable filing requirements in accordance with the Companies Act and any applicable Requirement of Law or Regulatory Direction;

## **SCHEDULE 2**

### **ADDITIONAL SERVICES**

During the continuance of this Agreement, the Corporate Services Provider may provide or procure such other services to the each of the Companies, at an additional cost to the Issuer, as may be agreed upon from time to time between the Corporate Services Provider, the Issuer and/or Holdings, such other services may include but are not limited to the following:

- (a) giving, at the request of the Board of Directors, any information concerning the Relevant Company to any providers of services (such as the Servicer, auditors, accountants, financial or management advisers or attorneys) or other agents appointed by the Board of Directors;
- (b) in respect of each Company, as and when requested under the terms of any agreements to which the Company is party, delivering to any person entitled to it under such terms of such information or documents which is (i) provided for under such agreements, and (ii) in the possession of the Corporate Services Provider or is reasonably obtainable by it;
- (c) obtaining legal, financial, accounting and/or taxation advice from each of the Companies' professional advisers and act thereon where considered reasonably appropriate;
- (d) communicating and liaising as necessary with the parties to the Transaction Documents and (if applicable) the Irish Stock Exchange with respect to the provision to the Noteholders and/or Certificateholders of such information and documentation as is required to be provided by each of the Companies under the Transaction Documents to which each of the Companies is a party;
- (e) convening any meetings of the Issuer and/or Holdings in addition to those outlined in Schedule 1 (Company Administration Services), including the provision of facilities for holding such meetings and the preparation and keeping of written minutes of such meetings;
- (f) preparing, signing and delivering to the relevant person(s), upon completion of prudent due diligence investigations initiated by the Corporate Services Provider, as and when requested or required pursuant to the terms of any Transaction Document any certificate(s) of compliance or no default, in accordance with the Transaction Documents (including, but not limited to, procuring the execution and delivery by the Issuer of the compliance certificate stipulated in Clause 18(g) of the Trust Deed);
- (g) signing and delivering to the relevant person(s), as and when requested or required pursuant to the terms of any Transaction Document, any further documents or notices in accordance with the Transaction Documents;
- (h) arranging for the establishment of bank accounts in the name of the relevant Company after the Closing Date as are required, and monitoring any bank accounts of the relevant Company as required;
- (i) performing any services for each of the Companies as required under the Transaction Documents, including but not restricted to generating, confirming and sending instructions for payments to and from the bank accounts of each of the Companies;
- (j) procuring a qualified third party to supply any information required to prepare the Financial Statements, including, but not limited to, the market price of the Notes and the underlying valuation techniques as at the financial year end reporting date of each of the Companies;



- (k) providing any services to the Share Trustee as required by the Share Trustee to meet its obligations under the Share Trust Deed, including any statutory obligations;
- (l) registering the Companies for U.S. Foreign Tax Compliance rules (**FATCA**) if they are required to be so registered, and use reasonable endeavours to assist each of the Companies to comply with each of their obligations (if any) under FATCA;
- (m) using reasonable endeavours to assist the Issuer to comply with any requirements which apply to it under EMIR;
- (n) registering the Issuer as "Financial Vehicle Corporation" if it is required to be so registered, within the meaning of Regulation (EC) No. 24/2009 of the European Central Bank of 19 December 2008 (the **FVC Regulation**) or such similar regulation and use reasonable endeavours to assist the Issuer to comply with the Issuer's obligations (if any) under the FVC Regulation and file any such reports with the relevant authorities;
- (o) performing any other services that are required in order for each of the Companies to comply with new or amended regulations or statutory requirements not in existence at the date hereof;
- (p) providing such other services as agreed between each of the Companies (as applicable) and the Corporate Services Provider from time to time or that the Corporate Services Provider deem necessary in order to comply with the Transaction Documents, regulatory and/or statutory obligations of each of the Companies;
- (q) providing certain other supplementary services which any of the Companies and the Security Trustee may from time to time request the Corporate Services Provider to carry out, or that the Corporate Services Provider deems necessary as being ancillary to the statutory duties of the Directors nominated by the Corporate Services Provider including any registration of the Companies for U.S. Foreign Account Tax Compliance rules if they are required to be so registered, and to use reasonable endeavours to assist the Companies to comply with their obligations, including any requirements which apply to the Issuer under EMIR;
- (r) if either the Issuer or Holdings is (i) a "reporting financial institution" as that term is defined in the International Tax Compliance Regulations 2015 (SI 2015/878) or any other regulations made under section 222 of the Finance Act 2013 (the Reporting Regulations), or (ii) required to report information to any tax authority under any legislation or regulations implementing any present or future international arrangements of a similar nature for the exchange of financial information between jurisdictions, then the Corporate Services Provider shall, on behalf of the Issuer or Holdings (as the case may be), carry out all such activities as are reasonably required in order for such entity to comply with any such requirements applicable to it from time to time, including, without limitation, any identification, due diligence and/or reporting obligations, and any ancillary activities;
- (s) performing any services in respect of Bookkeeping as described in Schedule 3 (Financial Services) in excess of 20 hours work per annum for the Issuer and 4 hours work per annum for Holdings;
- (t) performing any services in respect of the Financial Statements as described in Schedule 3 (Financial Services) in excess of 15 hours work per annum for the Issuer and 2 hours work per annum for Holdings;
- (u) preparing any additional financial statements of each of the Companies (as applicable), in addition to the annual statutory Financial Statements described in Schedule 3 (Financial Services);

- (v) performing any services in respect of the Corporation Tax Compliance as described in Schedule 3 (Financial Services) in excess of 7.5 hours work per annum for the Issuer and 2 hours work per annum for Holdings; and
- (w) preparing and maintaining an “insider list” within the meaning of Regulation (EU) No 569/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (Market Abuse Regulation) and use reasonable endeavours to assist the relevant Company in complying with its obligations (if any) under it.

### SCHEDULE 3

#### FINANCIAL SERVICES

During the continuance of this Agreement, the Corporate Services Provider shall provide or procure the Financial Services as below.

- (a) to agree and set up a chart of accounts for each of the Companies, assess management and shareholder needs, agree on format and layout of reporting output and attend related meetings (**Financial Services Set-Up**);
- (b) to complete the postings to the nominal ledgers of each of the Companies on a quarterly basis (**Bookkeeping**);
- (c) to perform bank reconciliations and any other control checks necessary to confirm the accuracy of the figures in the general ledger;
- (d) to prepare draft annual statutory financial statements of the Issuer, for the period from the date of incorporation to 31 December 2018 and for subsequent years, in the form required by the Companies Act, standard UK accounting practice and financial reporting standards (the **Issuer Financial Statements**), for the approval of the Directors, based on information supplied to the Corporate Services Provider, including but not limited to the market price of the Notes, Swaps and the underlying valuation techniques as at the financial year end reporting date;
- (e) to prepare draft non-audited, non-consolidated financial statements of Holdings for the period from the date of incorporation to 31 December 2018 and for subsequent years, in the form required by the Companies Act, standard UK accounting practice and financial reporting standards (the **Holdings Financial Statements** and, together with the Issuer Financial Statements, the **Financial Statements**), for the approval of the Directors, based on information supplied to the Corporate Services Provider;
- (f) to discuss the Financial Statements with the Directors, the auditors of the Companies and other relevant parties as requested;
- (g) to supply each of the Companies with as many copies of the relevant final Financial Statements as requested;
- (h) to provide support to the statutory audit of the Financial Statements (**Liaison with Auditors**) including preparation of year-end work papers and audit packages and liaising with the Cash Manager, in a format to be agreed with the statutory auditors, in relation to the annual audit of the Financial Statements;
- (i) to provide or procure all aspects of corporation tax registration of the Companies, including liaison with the relevant authorities and responding to queries raised (**Corporation Tax Registration**);
- (j) to prepare, from information supplied, each of the Companies' corporation tax return (the **Tax Return**) and supporting computations for each of the Companies' first financial period ending 31 December 2018 and for subsequent years, for approval and signature by the Issuer (**Corporation Tax Compliance**);
- (k) to provide iXBRL tagging of the Financial Statements as required under UK tax regulations; and

- (l) to maintain all records (in electronic form only) necessary for the purposes of all Taxation, including VAT.

## **SCHEDULE 4**

### **CONDITIONS PRECEDENT**


1. In respect of the Issuer, the delivery of all Transaction Documents in final or draft form.
2. In respect of Holdings, the delivery of all Transaction Documents to which Holdings is party in final or draft form.
3. All of the Companies' Corporate Documentation, where appropriate, be completed and where appropriate filed at Companies House prior to the Closing Date.

**Corporate Documentation** means the following documents, as applicable:


- (a) Memorandum and Articles of Association;
- (b) Certificate of Incorporation;
- (c) Declaration of trust;
- (d) Share Trust Deed;
- (e) Form SH01 – notices of allotments; and
- (f) Form SH50 – Application for trading certificate for a public company.

**SIGNATORIES**


**SIGNED by**  
**INTERTRUST MANAGEMENT LIMITED**  
as Corporate Services Provider  
Director

)  
)  
)   
)

**SIGNED by**  
**INTERTRUST CORPORATE SERVICES LIMITED**  
as Share Trustee  
Director

)  
)   
)  
)

**SIGNED by**  
**CHARTER MORTGAGE HOLDINGS 2018-1 LIMITED**  
as Holdings  
per pro Intertrust Directors 1 Limited, as Director

)  
)  
)   
)

**SIGNED by**  
**CHARTER MORTGAGE FUNDING 2018-1 PLC**  
as Issuer  
per pro Intertrust Directors 1 Limited, as Director

)  
)  
)   
)

**SIGNED for and on behalf of**  
**U.S. BANK TRUSTEES LIMITED**  
as Security Trustee  
acting by two duly authorised Attorneys

)  
)  
)  
)  
)

**SIGNATORIES**

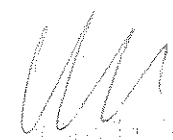
**SIGNED** by )  
**INTERTRUST MANAGEMENT LIMITED** )  
as Corporate Services Provider )  
Director )

**SIGNED** by )  
**INTERTRUST CORPORATE SERVICES LIMITED** )  
as Share Trustee )  
Director )

**SIGNED** by )  
**CHARTER MORTGAGE HOLDINGS 2018-1 LIMITED** )  
as Holdings )  
per pro Intertrust Directors 1 Limited, as Director )

**SIGNED** by )  
**CHARTER MORTGAGE FUNDING 2018-1 PLC** )  
as Issuer )  
per pro Intertrust Directors 1 Limited, as Director )

**SIGNED** for and on behalf of )  
**U.S. BANK TRUSTEES LIMITED** )  
as Security Trustee )  
acting by two duly authorised Attorneys )

  
David Harnett  
Authorised Signatory

  
**David Harnett**  
Authorised Signatory