

CROSS-COLLATERAL MORTGAGE RIGHTS ACCESSION DEED

THIS ACCESSION DEED is dated 31 May 2019 and made

BETWEEN:

- (1) **PRECISE MORTGAGE FUNDING 2019-1B PLC** (registered number 11613167) whose registered office is at 35 Great St. Helen's, London EC3A 6AP (the **Additional Mortgagee**);
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** who has a place of business at 8 Canada Square, London E14 5HQ being the holder of certain Security Interests created from time to time by the Additional Mortgagee under or pursuant to the Additional Security Deed (in such capacity the **Additional Security Holder**);
- (3) **U.S. BANK TRUSTEES LIMITED** acting on behalf of itself and each Current Party (as defined below), other than CML Warehouse Number 2 Limited and HSBC Corporate Trustee Company (UK) Limited; and
- (4) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** who has a place of business at 8 Canada Square, London E14 5HQ acting on behalf of itself and CML Warehouse Number 2 Limited.

THIS ACCESSION DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

In this Accession Deed, except so far as the context otherwise requires:

Additional Security Deed means a deed of charge dated 31 May 2019 between, among others, the Additional Mortgagee and the Additional Security Holder.

Current Party means Charter Court Financial Services Limited, Precise Mortgage Funding 2017-1B Plc, Charter Mortgage Funding 2017-1 Plc, CML Warehouse Number 1 Limited, Precise Mortgage Funding 2018-1B Plc, Precise Mortgage Funding 2018-2B Plc, Charter Mortgage Funding 2018-1, CML Warehouse Number 2 Limited, U.S. Bank Trustees Limited and HSBC Corporate Trustee Company (UK) Limited, each person as a party to the Principal Deed.

Principal Deed means a cross-collateral mortgage rights deed originally dated 28 April 2017 between, amongst others, Charter Court Financial Services Limited, Precise Mortgage Funding 2017-1B plc and U.S. Bank Trustees Limited and as further amended, restated and supplemented from time to time.

1.2 Definitions in Principal Deed

Except where otherwise defined in this Accession Deed, expressions defined in the Principal Deed shall have the same meaning in this Accession Deed.

1.3 Supplemental to Principal Deed

This Accession Deed is supplemental to the Principal Deed.

EXECUTION VERSION

2. ACCESSION

The parties to this Accession Deed agree that as from the date of this Accession Deed each of the Additional Mortgagee and Additional Security Holder shall become and be a party to the Principal Deed and all the provisions shall apply to and between each of the parties to the Principal Deed (including the Current Parties, and the Additional Mortgagee and the Additional Security Holder).

3. GOVERNING LAW

This Accession Deed is governed by, and shall be construed in accordance with, English law.

IN WITNESS WHEREOF this Accession Deed has been executed and delivered as a deed by each party on the date indicated at the start of this Accession Deed.

SIGNATORIES

EXECUTED and DELIVERED as a DEED by)
PRECISE MORTGAGE FUNDING 2019-1B PLC)
as the Additional Mortgagee, acting by two directors)
)
per pro Intertrust Directors 1 Limited)
)
)
)
per pro Intertrust Directors 2 Limited)



EXECUTED and DELIVERED as a DEED by)
HSBC CORPORATE TRUSTEE COMPANY (UK))
LIMITED)
as the Additional Security Holder, acting by two duly)
authorised Attorneys)

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U.S. BANK TRUSTEES LIMITED)
for itself and as Attorney for Precise Mortgage Funding)
2017-1B Plc, Charter Mortgage Funding 2017-1 Plc,)
CML Warehouse Number 1 Limited, Precise Mortgage)
Funding 2018-1B Plc, Precise Mortgage Funding 2018-)
2B Plc, Charter Mortgage Funding 2018-1, acting by)
two duly authorised Attorneys)

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LIMITED)
for itself and as Attorney for CML Warehouse Number 2)
Limited, acting by two duly authorised Attorneys)

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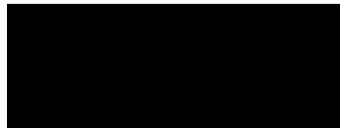
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WITNESS
WITNESS NAME
WITNESS ADDRESS

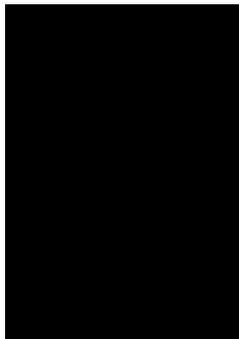


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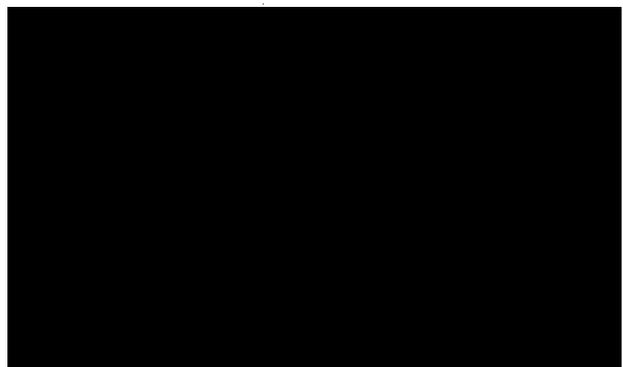


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