MR05

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking



	forms part of the company's property of undertaking	
	You can use the WebFiling service to file this form online Please go to www companieshouse gov uk	
·	What this form is for You may use this form to register a statement that part or the whole of the property charged has either (a) been released from the charge or (b) no longer forms part of the company's property What this form is NOT You may not use this form is statement to the register this statement that part or the charge or (b) no longer forms part of the company's property	*L42FAXOB* 03/03/2015 #112 DMPANIES HOUSE
1	Company details	
Company number	0 5 9 3 1 2 6 9	→ Filling in this form
Company name in full	Eurohome UK Mortgages 2007-1 Plc	Please complete in typescript or in bold black capitals
		All fields are mandatory unless specified or indicated by *
2	Charge creation	
	When was the charge created?	
	→ Before 06/04/2013 Complete Part A and Part C	
	→ On or after 06/04/2013 Complete Part B and Part C	
Part A	Charges created before 06/04/2013	
A1	Charge creation date	
	Please give the date of creation of the charge	
Charge creation date	$\begin{bmatrix} d \\ 2 \end{bmatrix} \begin{bmatrix} d \\ 1 \end{bmatrix} \begin{bmatrix} m \\ 0 \end{bmatrix} \begin{bmatrix} m \\ 3 \end{bmatrix} \begin{bmatrix} y \\ 2 \end{bmatrix} \begin{bmatrix} y \\ 0 \end{bmatrix} \begin{bmatrix} y \\ 0 \end{bmatrix} \begin{bmatrix} y \\ 7 \end{bmatrix}$	
A2	Charge number	
	Please give the charge number This can be found on the certificate	
Charge number*		
A3	Description of instrument (if any)	
	Please give a description of the instrument (if any) by which the charge is created or evidenced	Continuation page Please use a continuation page if you need to enter more details
Instrument description	A Deed of Charge dated 21 March 2007 between, <i>inter alios</i> , the Company the Trustee, the Administrator, the Cash Manager, the <i>Liquidity</i> Provider and the Seller (each as defined herein), as amended by a supplemental deed of charge dated 2 April 2007 between, <i>inter</i> alios, the Company, the Trustee, the Administrator, the Cash Manager, the Liquidity Provider and the Seller (together, the Deed of Charge)	

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A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged	Continuation page Please use a continuation page if
Short particulars	(Please see continuation pages)	Please use a continuation page if you need to enter more details
Part B	Charges created on or after 06/04/2013	
B1	Charge code	
_	Please give the charge code This can be found on the certificate	1 Charge code
		This is the unique reference code allocated by the registrar

	Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking		
Part C	To be completed for all charges		
C1	Cease or release		
	Please tell us about the property or undertaking Part of the property or undertaking charged has been released from the charge no longer forms part of the company's property or undertaking ★ has been released from the charge and no longer forms part of the company's property or undertaking → Go to Section C2 Or All of the property or undertaking charged has been released from the charge no longer forms part of the company's property or undertaking has been released from the charge and no longer forms part of the company's property or undertaking		
	→ Go to Section C3		
Description of assets or property	Please give a brief description of assets or property released from the charge and/or a brief description of any property which has ceased to form part of the company's property or undertaking (Please see continuation page)	This section must be completed where part of the property or undertaking has been released from the charge or no longer forms part of the company's property or undertaking Continuation page Please use a continuation page if you need to enter more details	
		CHFP025	

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C3	Details of the person delivering this statement and their interest in the charge
	Please give the name of the person delivering this statement
Name	Eurohome UK Mortgages 2007-1 Plc
	Please give the address of the person delivering this statement
Building name/number	35 Great St Helen's
Street	
Post town	London
County/Region	
Postcode	EC3A6AP
	Please give the person's interest in the charge (e.g. chargor/chargee etc)
Person's interest in the charge	Chargor
C4	Signature
	Please sign the form here
Signature	per pro SFM Directors Limited as Director X

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Presenter information	I Important information
You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.	Please note that all information on this form will appear on the public record
Contraction (Contraction Contraction Contr	Where to send
Company name Allen & Overy LLP	You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:
Address One Bishops Square	For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff
Post town London	For companies registered in Scotland The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2,
County/Region	139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)
Country United Kingdom DX	For companies registered in Northern Ireland The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street,
Telephone 0203 088 0000 Checklist	Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1
We may return forms completed incorrectly or	Further information
with information missing	
Please make sure you have remembered the following	For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquines@companieshouse gov uk
The company name and number match the information held on the public Register	
Part A Charges created before 06/04/2013	This form is available in an
You have given the charge date	alternative format. Please visit the
You have given the charge number (if appropriate)	forms page on the website at
You have completed the Description of instrument and Short particulars in Sections A3 and A4	www.companieshouse gov.uk
Part B Charges created on or after 06/04/2013 You have given the charge code	
Part C To be completed for all charges	
You have ticked the appropriate boxes in Section C1 You have given a description of assets or property	
released from the charge (if appropriate) You have given the details of the person delivering this statement in Section C3	
You have signed the form	

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CREATION OF SECURITY

1.1 General

- (a) All the Security
 - (i) was created in favour of the Trustee for itself and as trustee on behalf of the other Secured Creditors,
 - (ii) was created over the present and future assets of the Issuer,
 - (III) is security for the payment or discharge of the Secured Amounts, and
 - (iv) was made with full title guarantee or, where applicable, as beneficial owner (or, in relation to any rights or assets situated in Scotland or governed by the law of Scotland, with absolute warrandice)
- (b) The term **all of its rights** includes, unless the context requires otherwise
 - (i) the benefit of all covenants, undertakings, representations, warranties and indemnities,
 - (11) all powers and remedies of enforcement and/or protection,
 - (III) all rights to receive payment of all amounts assured or payable (or to become payable), all rights to serve notices and/or to make demands and all rights to take such steps as are required to cause payment to become due and payable, and
 - (iv) all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect thereof,

in each case, in respect of the relevant Charged Property

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Description of instrument (if any)

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Instrument description

1 2 Mortgage Loans, English Mortgage Loans and Northern Irish Mortgage Loans

The Issuer charged by way of a first fixed charge all of its interests, rights and entitlements in respect of

- (a) the Mortgage Loans, the English Mortgage Loans and the Northern Irish Mortgage Loans and their Related Security, and
- (b) all documents relating to the Properties, the English Mortgage Loans and the Northern Irish Mortgage Loans (including the title deeds and any consents, opinions, certificates, opinions and valuations)

13 Related Security

The Issuer assigned absolutely, subject to a proviso for reassignment on redemption (or, to the extent not assignable, charges by way of a first fixed charge) all of its rights in respect of

The Issuer assigned absolutely, subject to a proviso for reassignment on redemption (or, to the extent not assignable, charges by way of a first fixed charge) all of its rights in respect of

- (a) the Insurance Contracts, in each case to the extent that the Issuer has such rights granted to it pursuant to an endorsement to the Insurance Contracts, and
- (b) Insurance contracts in place with respect to the Mortgage Loans

14 Charged Obligation Documents

The Issuer assigned absolutely, subject to a proviso for reassignment on redemption (or, to the extent not assignable, charges by way of a first fixed charge), all of its rights in respect of the following documents

- (a) Mortgage Sale Agreement,
- (b) the Administration Agreement,
- (c) the Cash Management Agreement,
- (d) the Paying Agency Agreement,

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

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Instrument description

- (e) the Corporate Services Agreement,
- (f) the Swap and Interest Rate Cap Agreement,
- (g) the Bank Agreement,
- (h) the Liquidity Facility Agreement,
- (i) the Standby Administration Agreement,
- (j) the Scottish Declaration of Trust,
- (k) the Swap and Interest Rate Cap Guarantee, and
- (I) the Notes Subscription Agreement,

and all other contracts, agreements, deeds and documents entered into by the Issuer from time to time

15 Issuer Accounts

The Issuer assigned absolutely, subject to a proviso for reassignment on redemption (or, to the extent not assignable, charges by way of a first fixed charge), all of its rights in respect of

- (a) any amount standing from time to time to the credit of the Issuer Accounts (and any replacement therefore) or any other bank account in which the Issuer has an interest,
- (b) all interest paid or payable in relation to those amounts, and
- (c) all debts represented by those amounts

16 Miscellaneous

The Issuer charged by way of a first fixed charge all of its rights in respect of

- (a) the benefit of all authorisations (statutory or otherwise) held in connection with its use of any Charged Property, and
- (b) any compensation which may be payable to it in respect of those authorisations

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Instrument description

- 17 Floating charge
- (a) The Issuer charged, by way of a first floating charge, the whole of its undertaking and all of its property, assets and rights whatsoever and wheresoever present and future (including, without limitation, its uncalled capital) other than any assets at any time otherwise effectively charged or assigned by way of fixed charge or assignment under Clause 3 7 of the Deed of Charge (but excepting from the foregoing exclusion all such assets as are situated in or governed by the law of Northern Ireland all of which are charged by the floating charge thereby created and all of the Issuer's property or assets situated in Scotland or the rights to which are governed by Scots law, all of which are charged by the floating charge thereby created)
- (b) Except as provided below (and so far as permitted by applicable law), the Trustee may, by notice to the Issuer, convert the floating charge created under Subclause 3 7 of the Deed of Charge into a fixed charge as regards any of the Issuer's assets subject to the floating charge specified in that notice, if
- (i) an Event of Default is outstanding,
- (ii) the Trustee considers those assets or any part thereof to be in danger of being seized or sold under any form of distress, attachment, diligence, execution or other legal process or to be otherwise in jeopardy, and/or
- (III) a circumstance occurs which the Trustee considers to (or to be likely to) prejudice, imperil or threaten the Security
- (c) Except as provided below (and so far as permitted by applicable law), the floating charge created by Subclause 3 7 of the Deed of Charge will automatically convert into a fixed charge as regards
- (i) all of the Issuer's assets subject to the floating charge, upon the service of an Enforcement Notice, and/or
- (ii) any assets of the Issuer subject to the floating charge, if those assets (contrary to the covenants and undertakings contained in the Transaction Documents)

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(A) are or become subject to a Security Interest in favour of any person other than the

Trustee, or

(B) are or become the subject of a sale, transfer or other disposition,

immediately prior to that Security Interest arising or that sale, transfer or other disposition being made

- (d) The floating charge created by Subclause 3 7 of the Deed of Charge may not be converted into a fixed charge solely by reason of
- (i) the obtaining of a moratorium, or
- (ii) anything done with a view to obtaining a moratorium, under the Insolvency Act 2000
- (e) The floating charge created by Subclause 3 7 of the Deed of Charge is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- 18 The Scottish Mortgages

The Issuer, as beneficial owner and with absolute warrandice and subject to a proviso for retrocession on redemption, undertook to the Trustee and bound and obliged itself

(a) upon the delivery to it of any SLR Transfer pursuant to Clause 6 2 of the Mortgage Sale Agreement forthwith to execute and deliver to the Trustee in security for the discharge and payment of the Secured Amounts a Standard Security in respect of the Issuer's whole right, title and interest in and to all of the Scottish Mortgages and the Scottish Mortgage Loans secured thereby to which the Issuer is beneficially entitled in terms of such SLR Transfer,

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- (b) upon the delivery to it of any Sasine Register Transfer pursuant to Clauses 6 2 of the Mortgage Sale Agreement forthwith to execute and deliver to the Trustee in security for the discharge and payment of the Secured Amounts a Standard Security in respect of the Issuer's whole right, title and interest in and to all of the Scottish Mortgages and the Scottish Mortgage Loans secured thereby to which the Issuer is beneficially entitled in terms of such Sasine Register Transfer,
- (c) at the time of the delivery of any Scottish Sub-Security in accordance with the preceding provisions of Clause 3 8 of the Deed of Charge simultaneously to deliver to the Trustee the relevant SLR Transfer and the Sasine Register Transfer respectively pertaining to the Scottish Mortgages specified in such Scottish Sub-Security,
- (d) If and when called upon to do so by the Trustee (but subject to the provisions of the Mortgage Sale Agreement) to take all such steps as are necessary to perfect legal title to the Scottish Mortgages relative thereto, including without limitation, registration and recording of the Issuer as heritable creditor under such Scottish Mortgages in the Registers of Scotland, and
- (e) to execute and deliver such documents, and in such form, and to take such other steps as the Trustee shall reasonably consider necessary to enable the Trustee to perfect a first ranking heritable security over the Scottish Mortgages and all sums secured thereby
- 19 Scottish Trust Security
- (a) The Issuer as holder of the beneficial interest therein and with absolute warrandice, and subject to a proviso for retrocession on redemption, assigned to and in favour of the Trustee in security for the discharge and payment of the Secured Amounts the Issuer's whole right, title and interest, present and future, in and to the whole of Scottish Trust Property as defined in the Scottish Declaration of Trust made in favour of the Issuer in terms of Clause 5 2 of the Mortgage Sale Agreement and in and to the Scottish Declaration of Trust, surrogating and substituting the Trustee in its full right and place therein and thereto

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- (b) The Issuer intimated to the Seller as trustee under the Scottish Declaration of Trust the assignation in security made in terms of Subclause 3 9(a) of the Deed of Charge and the Seller by its execution of the Deed of Charge immediately subsequent to the execution thereof by the Issuer consents to such assignation and acknowledges such intimation thereof and confirms that as at the date thereof it has not received any intimation of any other dealing with the Scottish Trust Property or any part thereof
- (c) The Issuer undertook on the execution and delivery after the date of the Deed of Charge of each and every Supplemental Declaration of Trust pursuant to Clauses 5 3 and 5 4 of the Mortgage Sale Agreement, to execute and deliver to the Trustee a Supplemental Deed of Charge The other parties to the Deed of Charge consent to the entering into of such Supplemental Deeds of Charge and the Trustee by its execution of the Deed of Charge authorises and instructs the Issuer to intimate and give notice to the Seller of the assignation in security made thereunder as provided therein
- (d) The Issuer undertook to the Trustee at the time of delivery of any Supplemental Deed of Charge under the terms of Subclause 3 9(a) of the Deed of Charge simultaneously to deliver to the Trustee each Supplemental Declaration of Trust specified therein

1 10 Covenant to Pay

The Issuer acknowledged to the Trustee the Issuer's liability in respect of the Secured Amounts, which comprise the monies and liabilities referred to in the covenant contained in Clause 3 10 of the Deed of Charge, and in Clause 3 10 of the Deed of Charge, the Issuer covenanted with and undertook to the Trustee (for its own account and as trustee for the other Secured Creditors) that it shall duly and punctually pay and discharge

- (a) all monies and liabilities whatsoever which from time to time become due, owing or payable by the Issuer
- (i) to the order of the Trustee and/or any Receiver under the Deed of Charge, the Trust Deed or the Conditions, the MERC Conditions and the Residual Conditions at the times and in the manner provided herein or therein,

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- (ii) under or in respect of the Notes, MERCs and Residuals, and
- (iii) to the Trustee under the Transaction Documents, whether as principal or surety and whether or not directly with another, and
- (b) all monies and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to each of the other Secured Creditors in accordance respectively with each of the other Transaction Documents
- 2 Restrictions on Exercise of Certain Rights
- 2 1 Payments to Issuer Accounts

At all times prior to the release, re-assignment, retrocession and/or discharge of the Security, the Issuer will, save as otherwise provided in the Transaction Documents or unless the Trustee otherwise agrees in writing, procure that all amounts received by the Issuer under or in respect of the Transaction Documents will be credited to the Issuer Accounts in accordance with the terms of the Transaction Documents

2 2 No withdrawals from Issuer Accounts

No payment, transfer and/or withdrawal may be made from any of the Issuer Accounts other than as expressly permitted in accordance with the terms of the Deed of Charge or the Cash Management Agreement or with the prior written consent of the Trustee

- 2 3 No enforcement by Secured Creditors
- (a) Except as provided below, each of the Secured Creditors (other than, in the case of paragraph (iii) below, the Trustee) agreed with the Issuer and the Trustee that
- (i) only the Trustee may pursue the remedies available under applicable law, under the Deed of Charge, and under the Transaction Documents to enforce the Security,
- (ii) It will not petition or take any corporate action or other steps or legal proceedings for the winding-up, dissolution, court protection, administration, reorganisation, liquidation, bankruptcy or insolvency of the Issuer or for the appointment of a receiver, administrator, receiver manager, administrative receiver, trustee, liquidator or similar officer in respect of the Issuer or any of its revenues or assets, and

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- (III) It will not take any other steps or action against the Issuer or the Charged Property for the purpose of recovering any of the Secured Amounts (including by exercising any rights of set-off) or enforcing any rights arising out of the Transaction Documents against the Issuer or take any other action in respect of or concerning the Issuer or the Charged Property
- (b) If the Trustee, having become bound under the terms of the Conditions, the Trust Deed or the Deed of Charge, as the case may be, so to do, has failed to serve an Enforcement Notice or the Trustee has failed to enforce the Security, in each case, within a reasonable period and that failure is continuing or if there are no Notes, MERCs or Residuals outstanding, then each of the Secured Creditors (other than the Noteholders, MERC Holders and Residual Holders, to whom the provisions of Condition 10, MERC Condition 9 and Residual Condition 9 (as applicable) shall apply) will be entitled to take any steps and/or proceedings against the Issuer for the purpose of recovering any of the Secured Amounts or enforcing any rights arising out of the Transaction Documents as it considers necessary other than any steps or proceedings
- (1) In respect of procuring the winding up, administration or liquidation of the Issuer, and/or
- (ii) which would result in the breach by it of Clause 6 1 (Post-Enforcement Priority of Payments) of the Deed of Charge and/or any term of the other Transaction Documents
- 2.4 Limited recourse
- (a) Each of the Secured Creditors agreed that, notwithstanding any other provision of any Transaction Document, all obligations of the Issuer to each Secured Creditor in respect of the Secured Amounts owing to each Secured Creditor are limited in recourse to the Charged Property and, upon the Trustee giving written notice to the Secured Creditors that
- (i) It has determined in its sole opinion that there is no reasonable likelihood of there being any further realisations in respect of the Charged Property (whether arising from enforcement of the Security or otherwise) which would be available to pay amounts outstanding under the Transaction Documents, and

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(II) all amounts available to be applied to pay amounts owing under the Transaction Documents have been so applied in accordance with the provisions of the Deed of Charge,

the Secured Creditors shall take no further steps against the Issuer in respect of any amounts owing to them which remain unpaid and all such claims against the Issuer shall be extinguished and discharged

- (b) The provisions of Subclause 5 4 of the Deed of Charge shall survive the termination of the Deed of Charge
- (c) Each of the Secured Creditors agreed that it shall not have any recourse against any director, shareholder or officer of the Issuer in respect of any obligations, covenant or agreement entered into or made by the Issuer pursuant to the terms of the Notes, the MERCs of the Residuals or the Deed of Charge or any other Transaction Document to which it is a party or any notice or documents which it is requested to deliver hereunder or thereunder
- 2.5 Amounts received by Secured Creditors

Each Secured Creditor agreed that if any amount is received by it (including by way of set-off after giving effect to any contractual netting or set-off provision under the Swap and Interest Rate Cap Agreement) in respect of any Secured Amount owed to it other than in accordance with the provisions of the Deed of Charge, then an amount equal to the difference between the amount so received by it and the amount that it would have received had it been paid in accordance with the provisions of the Deed of Charge shall be received and held by it as trustee for the Trustee and shall be paid over to the Trustee immediately upon receipt so that such amount can be applied in accordance with the provisions of the Deed of Charge

- 3 Additional Provisions Relating to the Security
- 3 1 Continuing Security

The Security will remain in force as continuing security for the Secured Amounts notwithstanding any settlement of account or the existence at any time of a credit balance on any Issuer Account or other account or any other act, event or matter

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3 2 No merger

The Security is in addition to, and will not be merged in, or in any way exclude or prejudice any other Security Interest or other right which the Trustee or any other Secured Creditor may now or at any time have (or would apart from the Security have) as regards the Issuer or any other person in respect of the Secured Amounts

4 Negative pledge

Save with the prior written consent of the Trustee or unless otherwise permitted under any of the Transaction Documents, the Issuer covenanted and undertook to the Trustee that it will not, so long as any of the Secured Amounts remain outstanding, create or permit to subsist any Security Interest (unless arising by operation of law) over any of its assets or undertaking

In this Form 395

A Notes means the £299,425,000 A Mortgage Backed Floating Rate Notes due 2044 or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and, unless expressly stated to the contrary, all references in the Transaction Documents to an A Note shall be reference to such A Note whether in global or definitive form,

Account Bank means Deutsche Bank AG, London Branch acting through its branch at Winchester House, 1 Great Winchester Street, London EC2N 2DB and/or such other bank with which any of the Bank Accounts are for the time being maintained in accordance with the Bank Agreement and Account Banks is a reference to all of them,

Administration Agreement means the administration agreement dated on or about the Issue Date between the Issuer, the Trustee and the Administrator,

Administrator means DB UK Bank Limited in its capacity as administrator of the Mortgage Loans, the Mortgages and the Related Security or such other administrator as is from time to time appointed as Administrator under the Administration Agreement (including the Standby Administrator),

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Agent Bank means Deutsche Bank AG, London Branch, initially appointed as agent bank by the Issuer pursuant to the Paying Agency Agreement or such other agent bank as may (with the prior written approval of, and on terms previously approved in writing by, the Trustee) from time to time be appointed as such by the Issuer in accordance with Condition 4 of the Notes, and (except in the case of the initial Agent Bank) notice of whose appointment has been given to the Noteholders in accordance with Condition 14 of the Notes,

Agents means the Principal Paying Agent, the other Paying Agents, the Registrar and the Agent Bank or any of them,

B Notes means the B1 Notes and the B2 Notes or either of them,

B1 Notes means the £15,750,000 B1 Mortgage Backed Floating Rate Notes due 2044 or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and, unless expressly stated to the contrary, all references in the Transaction Documents to a B1 Note shall be reference to such B1 Note whether in global or definitive form,

B2 Notes means the £1,750,000 B2 Mortgage Backed Floating Rate Notes due 2044 or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and, unless expressly stated to the contrary, all references in the Transaction Documents to a B2 Note shall be reference to such B2 Note whether in global or definitive form,

Bank Accounts means the Collections Account, the Operating Account, the Issuer Transaction Account, the Discount Reserve Account and the Reserve Account (or any replacement accounts for such accounts) and references to Bank Accounts shall include any or all of them,

Bank Agreement means the bank agreement dated on or about the Issue Date between the Issuer, the Seller, the Account Bank, the Administrator, the Cash Manager and the Trustee in relation to the operation of the Bank Accounts,

Borrower means, in relation to each Mortgage Loan, the person or persons who is or are named and defined as such in the relevant Mortgage Loan or such other person or persons who may have taken over the obligation to pay the monthly payments under the Mortgage Loan,

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Instrument description

Business Day means a day (other than Saturday or Sunday) on which banks are open for business in London, Luxembourg and Ireland,

C Notes means the £4,725,000 C Mortgage Backed Floating Rate Notes due 2044 or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and, unless expressly stated to the contrary, all references in the Transaction Documents to a C Note shall be reference to such C Note whether in global or definitive form,

Cash Management Agreement means the cash management agreement dated on or about the Issue Date between the Issuer, the Cash Manager, the Account Bank, the Administrator and the Trustee in relation to the provision of the cash management services,

Cash Manager means Deutsche Bank AG, London Branch whose principal office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB,

Charged Property means the property, assets, rights and undertaking for the time being comprised in or subject to the security contained in or granted pursuant to the Deed of Charge and references to the Charged Property shall include references to any part of it,

Co-Manager means Lloyds TSB Bank plc,

Collections Account means the account in the name of the Seller at the Account Bank with account number 4005504, sort code 23-59-06,

Completion Mortgage Loans has the meaning given to it in Clause 2.1 of the Mortgage Sale Agreement,

Completion Mortgage Pool means the mortgage loans selected from the Initial Mortgage Pool in accordance with Clause 4 of the Mortgage Sale Agreement and to be sold and assigned to the Issuer pursuant to the Mortgage Sale Agreement on the Issue Date,

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

А3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

Conditions means the terms and conditions of the Notes in the form set out in Part 1 of the Fourth Schedule to the Trust Deed, as the same may from time to time be modified in accordance with the Trust Deed and any reference to a particular numbered Condition shall be construed accordingly and references in the Conditions to paragraphs shall be construed as paragraphs of such Conditions,

Corporate Services Agreement means the corporate services agreement dated on or about the Issue Date between, inter alios, the Corporate Services Provider, the Share Trustee and the Issuer,

Corporate Services Provider means Structured Finance Management Limited,

Deed of Charge means the deed of charge dated on or about the Issue Date, between, inter alios, the Issuer, the Trustee, the Administrator, the Cash Manager, the Liquidity Provider and the Seller and includes (where the context so admits) each Supplemental Deed of Charge (if any) and all further documents granted in terms thereof,

Determination Date means the date which falls five Business Days prior to each Payment Date, as applicable,

Determination Period means the period from and including (in the case of the first such period, the Issue Date) the last Business Day of each month which precedes a Payment Date to but excluding the last Business Day of the month which precedes the immediately following (or the first, as the case may be) Payment Date,

Discount BBR-linked Mortgage Loans means the Mortgage Loans under which interest accrues at a rate equal to the Bank of England base rate plus a margin that has been discounted by between 0 50 per cent and 1 75 per cent until one of several dates ending no later than 11 January 2010,

Discount LIBOR-linked Mortgage Loans means the Mortgage Loans under which interest accrues at a rate equal to the LIBOR-linked Mortgage Rate plus a margin expressed as a specified percentage over such LIBOR that has been discounted by between 0 08 per cent and 1 87 per cent until one of several dates ending no later than 17 November 2009,

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

А3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

Discount Reserve Account means the account in the name of the Issuer at the Account Bank, sort code 40-50-81, swift code DEUTGB2L, IBAN GB37DEUT40508114738501 into which amounts are deposited from time to time representing the Discount Reserve Required Amount,

Discount Reserve Required Amount means the amount calculated by the Cash Manager as being the amount required to meet the Loan Expected Differential in respect of the Mortgage Pool including, as at the Issue Date, an estimate in relation to any Discounted Mortgage Loans to be included in the Pre-Funded Mortgage Pool,

Discounted Mortgage Loans means the Discount LIBOR-linked Mortgage Loans and the Discount BBR-linked Mortgage Loans which form part of the Mortgage Pool from time to time,

Eligible Date means on one or more Business Days after the Issue Date, but on or prior to 31 May 2007 and includes the Newly Originated Loan Eligible Date,

Enforcement Notice means a notice given by the Trustee to the Issuer under Condition 10 of the Notes,

English or Welsh Mortgage Loan means a Mortgage Loan secured by an English or Welsh Mortgage,

English or Welsh Property means a freehold or long leasehold residential property in England or Wales,

Event of Default means any of the events described in Condition 9 (a) of the Notes,

Expected Differential means an amount calculated in respect of each Determination Period that falls during the period when discounts apply to Discounted Mortgage Loans within the Mortgage Pool (including the Pre-Funded Mortgage Pool) as the difference between the Unadjusted Margin and the Effective Interest Margin, multiplied by the principal amount outstanding of the Discounted Mortgage Loans that form part of the Mortgage Pool (including the Pre-Funded Mortgage Pool) as of the first day of the relevant Determination Period and the actual number of days to elapse in the relevant Determination Period and divided by 365 (or 366 if the Payment Date following such Determination Period falls in a leap year),

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

Further Advance means a further advance made to a Borrower by the Seller,

Global MERCs means the MERCs represented by global certificates in registered form,

Global A Notes means the A Notes in global form as further described in the Conditions,

Global B Notes means the Global B1 Notes and the Global B2 Notes,

Global B1 Notes means the B1 Notes in global form as further described in the Conditions,

Global B2 Notes means the B2 Notes in global form as further described in the Conditions,

Global M Notes means the Global M1 Notes and the Global M2 Notes,

Global M1 Notes means the M1 Notes in global form as further described in the Conditions,

Global M2 Notes means the M2 Notes in global form as further described in the Conditions,

Global C Notes means the C Notes in global form as further described in the Conditions,

Global Notes means the Global A Notes, the Global M Notes, the Global B Notes and the Global C Notes or any of them,

Global Residuals means the Residuals represented by global certificates in registered form,

Initial Mortgage Pool means the portfolio of mortgage loans listed in Appendix 1 of the Mortgage Sale Agreement,

Insurance Contracts means the financial interest only insurance policy number BM MLU 3000597, the freedom of agency indemnity insurance policy number BM MLU 3000595 and the properties in possession insurance policy number BM MLU 3000596, each in the name of DB UK Bank Limited,

Irish Paying Agent means Deutsche International Corporate Services (Ireland) Limited,

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

Issue Date means 21 March 2007,

Issuer means Eurohome UK Mortgages 2007-1 plc,

Issuer Accounts means the Issuer Transaction Account, the Discount Reserve Account and the Reserve Account and any further bank accounts opened in the name of the Issuer,

Issuer Transaction Account means the account in the name of the Issuer at the Account Bank, sort code 40-50-81, swift code DEUTGB2L, IBAN GB64DEUT40508114738500,

Lead Manager means Deutsche Bank AG, London Branch,

LIBOR means the London Interbank Offered Rate as defined in Condition 4(c),

Liquidity Facility means the facility entered into between the Liquidity Provider, the Trustee and the Issuer pursuant to the terms of the Liquidity Facility Agreement,

Liquidity Facility Agreement means the agreement dated on or about the Issue Date between the Issuer, the Trustee and the Liquidity Provider which makes provision for the Liquidity Facility,

Liquidity Provider means Deutsche Bank AG, London Branch whose principal office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB,

Loan Expected Differential means, as calculated on each Determination Date, the aggregate of the Expected Differentials applying to each Determination Period that falls during the period when discounts apply to Discounted Mortgage Loans that form part of the Mortgage Pool (including the Pre-Funded Mortgage Pool) as at the first day of the relevant Determination Period,

M Notes means the M1 Notes and the M2 Notes or either of them,

M1 Notes means the £19,425,000 M1 Mortgage Backed Floating Rate Notes due 2044 or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and, unless expressly stated to the contrary, all references in the Documents to an M1 Note shall be reference to such M1 Note whether in global or definitive form,

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

M2 Notes means the £13,650,000 M2 Mortgage Backed Floating Rate Notes due 2044 or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and, unless expressly stated to the contrary, all references in the Documents to an M2 Note shall be reference to such M2 Note whether in global or definitive form,

Managers means the Lead Manager and the Co-Manager or either of them,

Mandates means the resolutions, instructions and signature authorities relating to the Issuer Accounts in respect of the forms agreed between the relevant parties from time to time in accordance with the Bank Agreement,

Master Definitions Schedule means the master definitions schedule dated on or about the Issue Date, between, inter alios, the Issuer, the Trustee, the Administrator, the Cash Manager, the Liquidity Provider and the Seller as amended or supplemented from time to time,

MERCs means the Mortgage Early Repayment Certificates due 2044 and includes the Global MERCs and any replacements therefor issued pursuant to the MERC Conditions,

MERC Conditions means the terms and conditions of the MERCs in the form set out in Schedule 4 Part 2 as the same may from time to time be modified in accordance with these presents and any reference to a particular specified MERC Condition or a paragraph of a MERC Condition shall be construed accordingly,

MERC Holders means the holders of the MERCs,

Monthly Payment means a scheduled payment of interest and/or principal made by a Borrower under a Mortgage Loan,

Mortgage means the mortgage or charge of English or Welsh Property or Northern Irish Property or a Standard Security over Scottish Property which is security for a Mortgage Loan,

Mortgage Loans means the Completion Mortgage Loans and/or the Pre-Funded Mortgage Loans and/or the Substitute Mortgage Loans and/or (where applicable) the Further Advances to be sold under Clause 2 of the Mortgage Sale Agreement,

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

Mortgage Pool means, as at any particular time

- (a) the Completion Mortgage Pool purchased by the Issuer on the Issue Date pursuant to the Mortgage Sale Agreement,
- (b) any Substitute Mortgage Loans acquired by the Issuer in accordance with the provisions of the Mortgage Sale Agreement and the Administration Agreement,
- (c) each Pre-Funded Mortgage Loan acquired by the Issuer in accordance with the provisions of the Mortgage Sale Agreement and the Administration Agreement, and
- (d) Interests in any Further Advances made by the Seller,

other than Mortgage Loans in each case which have been retransferred or re-assigned to the Seller pursuant to the Mortgage Sale Agreement, or redeemed,

Mortgage Sale Agreement means the mortgage sale agreement dated on or about the Issue Date between the Issuer, the Trustee and the Seller,

- N I Registered Land Transfer means in the case of Northern Irish Mortgages the transfers to be executed in relation to the Northern Irish Properties in the Initial Mortgage Pool, any Substitute Mortgage Loan or Pre-Funded Mortgage Loan and any other Mortgage Loan from time to time comprised in the Mortgage Pool which comprise Northern Irish Mortgage Loans secured over Northern Irish Properties comprising registered land (including Northern Irish Properties the subject of applications for first registration at the Land Registry of Northern Ireland) pursuant to Clause 6 3(c) of the Mortgage Sale Agreement,
- N I Unregistered Land Transfer means in the case of Mortgages over Properties in Northern Ireland, the conveyances to be executed in relation to Northern Irish Properties in the Completion Mortgage Pool, any Substitute Mortgage Loan or Pre-Funded Mortgage Loan and any other Northern Irish Mortgage from time to time comprised in the Mortgage Pool which comprise Northern Irish Mortgage Loans secured over Northern Irish Properties comprising unregistered land (excluding Northern Irish Properties the subject of applications for first registration at the Land Registry of Northern Ireland) pursuant to Clause 6 3(d) of the Mortgage Sale Agreement,

Newly Originated Loan Eligible Date means 21 March 2007,

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

Newly Originated Loan Qualifying Date means 30 April 2007,

Northern Irish Mortgage means a Mortgage over a Northern Irish Property,

Northern Irish Mortgage Loan means a Mortgage Loan secured by a Northern Irish Mortgage,

Northern Irish Property means a freehold fee farm or long leasehold residential property (having an unexpired term of at least forty years longer than the repayment term of the Mortgage) in Northern Ireland,

Noteholders means the holders of the Notes,

Notes means the A Notes, the M Notes, the B Notes and the C Notes or any of them,

Notes Subscription Agreement means the subscription agreement dated 20 March 2007 between the Issuer, the Seller and the Managers.

Operating Account means the account in the name of DB UK Bank Limited at the Account Bank, account number 4005502, sort code 23-59-06.

Paying Agency Agreement means, in relation to the Notes of any class, the MERCs and the Residuals, the agreement appointing the initial Agents in relation to such Notes, MERCs and Residuals and any other agreement for the time being in force appointing Successor agents in relation to such Notes, MERCs and Residuals, or in connection with their duties, the terms of which have previously been approved in writing by the Trustee, together with any agreement for the time being in force amending or modifying with the prior written approval of the Trustee any of the aforesaid agreements in relation to such Notes, MERCs and Residuals,

Paying Agents means, in relation to the Notes of any class, the MERCs and the Residuals, the several institutions (including where the context permits the Principal Paying Agent) at their respective specified offices initially appointed as paying agents in relation to such Notes, MERCs and Residuals by the Issuer pursuant to the Paying Agency Agreement and/or, if applicable, any Successor paying agents in relation to such Notes, MERCs and Residuals,

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

Α3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

Payment Date means 15 June 2007 and thereafter the 15th day in, September, December, March and June in each year, unless such day is not a Business Day, in which case interest shall be payable on the following Business Day unless such Business Day falls in the next calendar month in which case interest is payable on the immediately preceding Business Day,

Pre-Enforcement Reserve Priority of Payments means the order of priority of payments set out in Schedule 1 of the Cash Management Agreement,

Pre-Funded Mortgage Loans means the mortgage loans to be sold by the Seller on the relevant Eligible Date under Clause 2 1 of the Mortgage Sale Agreement,

Pre-Funded Mortgage Pool means the Mortgage Loans to be selected by the Seller from a provisional pre-funded mortgage pool in accordance with Clause 4 of the Mortgage Sale Agreement,

Principal Paying Agent means, in relation to the Notes of any class, the MERCs and the Residuals the institution at its specified office initially appointed as principal paying agent in relation to such Notes, MERCs and Residuals by the Issuer pursuant to the Paying Agency Agreement or, if applicable, any Successor principal paying agent in relation to such Notes, MERCs and Residuals,

Property means, in relation to a Mortgage Loan, the English and Welsh Property, the Scottish Property or the Northern Irish Property upon which the obligations of the Borrower are secured,

Receiver means a receiver appointed under the Deed of Charge or pursuant to statutory powers and includes more than one such receiver and any substituted receiver and includes a manager, and also a receiver and manager and an administrative receiver,

Reference Banks has the meaning set out in Condition 4(i),

Registered Land Transfers means in the case of English and Welsh Mortgages the transfers to be executed in relation to Properties in the Initial Mortgage Pool or any Substitute Mortgage Loan or Pre-Funded Mortgage Loan from time to time comprised in the Mortgage Pool which comprise Mortgage Loans secured over Properties comprising registered land (including Properties the subject of applications for first registration at H M Land Registry) pursuant to Clause 6 3(a) of the Mortgage Sale Agreement,

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

Registers of Scotland means the Land Register and/or the General Register of Sasines,

Registrar means Deutsche Bank Luxembourg S A,

Related Security means, in relation to any Mortgage Loan, the Mortgage and all other documents and things contained or referred to in Clause 2 2 of the Mortgage Sale Agreement and which constitute all or part of the security for the payment of all sums due in respect of that Mortgage Loan,

Reserve Account means the bank account in the name of the Issuer with the Account Bank, sort code 40-50-81, swift code DEUTGB2L, IBAN GB1ODEUT40508114738502 in respect of which funds will be deposited to provide limited coverage for shortfalls in amounts under items (i) to (xvi) inclusive of the Pre-Enforcement Reserve Priority of Payments,

Residual Conditions means the terms and conditions of the Residuals in the form set out in Part 3 of the Fourth Schedule to the Trust Deed, as the same may from time to time be modified in accordance with the Trust Deed and any reference to a particular numbered Residual Condition shall be construed accordingly and references in the Residual Conditions to paragraphs shall be construed as paragraphs of such Residual Conditions,

Residual Holders means the holders of the Residuals.

Residuals means the Residual Certificates due 2044 and includes the Global Residuals and any replacement therefore issued pursuant to the Residual Conditions,

Sasine Register Transfer means an assignation of any Scottish Mortgages recorded (or subject to an application for recording) in the General Register of Sasines to be granted pursuant to Clause 6 3 (b)(ii) of the Mortgage Sale Agreement in the form set out in Part 2 of Schedule 3 to the Mortgage Sale Agreement,

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

Scottish Declaration of Trust means the declaration of trust in respect of the Scottish Mortgage Loans in the Completion Mortgage Pool and the Related Security therefor in the form set out in Schedule 8 to the Mortgage Sale Agreement,

Scottish Mortgage means a first ranking Standard Security over a Scottish Property,

Scottish Mortgage Loan means a mortgage loan secured by a Scottish Mortgage,

Scottish Property means a heritable or long leasehold residential property located in Scotland,

Scottish Sub-Securities means the Standard Securities to be executed pursuant to Clause 3 8 of the Deed of Charge in the forms set out in Schedule 2 and Schedule 3 thereto,

Scottish Trust Property has the meaning given thereto in the Scottish Declaration of Trust,

Secured Amounts means the monies and liabilities which the Issuer covenants in the Deed of Charge to pay or discharge to the Secured Creditors,

Secured Creditors means the Noteholders, the MERC Holders, the Residual Holders and (in their respective capacities as creditors secured by the Deed of Charge), the Trustee, any Receiver, the Administrator, the Cash Manager, the Liquidity Provider, the Administrator, the Seller, the Standby Administrator, the Swap and Interest Rate Cap Provider, the Principal Paying Agent, the Irish Paying Agent, the Agent Bank, the Registrar, the Account Bank, the Corporate Services Provider and any other person who is expressed in any deed supplemental to the Deed of Charge to be a Secured Creditor,

Security means the security created by the Issuer in favour of the Trustee (on trust for the Secured Creditors) pursuant to the Deed of Charge,

Security Interest means any mortgage, sub-mortgage, Standard Security, assignation in security, charge, sub-charge, pledge, lien, right of set-off or other encumbrance or security interest whatsoever, howsoever created or arising,

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

Seller means DB UK Bank Limited,

Share Trustee means SFM Corporate Services Limited,

SLR Transfer means an assignation of Scottish Mortgages registered (or subject to an application for registration) in the Land Register of Scotland to be granted pursuant to Clause 6 3(b)(i) of the Mortgage Sale Agreement in the form set out in Part 1 of Schedule 3 to the Mortgage Sale Agreement,

Standard Security means a heritable security created by a standard security over any interest in land in Scotland in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended),

Standby Administrator means Vertex Mortgage Services Limited,

Standby Administration Agreement means the standby administration agreement dated on or about the Issue Date entered into between, inter alios, the Standby Administrator and the Issuer,

Substitute Mortgage Loans means the Mortgage Loans transferred or assigned to the Issuer pursuant to Clause 7 3 of the Mortgage Sale Agreement,

Successor means, in relation to the Agent Bank, the Principal Paying Agent, the other Paying Agents, the Registrar, the Reference Banks and any successor to any one or more of them in relation to the Notes of any class, the MERCs and the Residuals (as applicable) which shall become such pursuant to the provisions of the Trust Deed, the Paying Agency Agreement and/or such other or further agent bank, principal paying agent, paying agents, registrar and/or reference banks (as the case may be) in relation to such Notes, MERCs and Residuals as may (with the prior approval of, and on terms previously approved by, the Trustee in writing) from time to time be appointed as such, and/or, if applicable, such other or further specified offices (in the former case being within the same place as those for which they are substituted) as may from time to time be nominated, in each case by the Issuer, and (except in the case of the initial appointments and specified offices made under and specified in the Conditions, the MERC Conditions and the Residual Conditions, and/or the Paying Agency Agreement notice of whose appointment or, as the case may be, nomination has been given to the relevant Noteholders, MERC Holders and Residual Holders in accordance with Condition 14 (Notices to Noteholders), MERC Condition 13 (Notices to MERC Holders) and Residual

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

Condition 13 (Notices to Residual Holders) (as applicable)),

Supplemental Declaration of Trust means a declaration of trust supplemental to the Scottish Declaration of Trust relating to any Substitute Mortgage Loan or Pre-Funded Mortgage Loans which are Scottish Mortgage Loans in the form set out in Schedule 9 to the Mortgage Sale Agreement,

Supplemental Deed of Charge means an assignation in security supplemental to the Deed of Charge granted pursuant to Clause 3 9 (c) of the Deed of Charge, and in the form set out in Schedule 4 to the Deed of Charge,

Swap and Interest Rate Cap Agreement means the 1992 ISDA Master Agreement, including the schedule and credit support annex thereto, between the Issuer and the Swap and Interest Rate Cap Provider dated on or about the Issue Date (the ISDA Master) together with one or more separate confirmations evidencing each of (i) a basis rate swap transaction (the confirmation or confirmations, together with the ISDA Master, the Basis Rate Swap), (ii) a fixed/floating rate swap transaction (the confirmation or confirmations, together with the ISDA Master, the Fixed/Floating Rate Swap), and (iii) an interest rate cap transaction (the confirmation or confirmations, together with the ISDA Master, the Interest Rate Cap),

Swap and Interest Rate Cap Guarantee means the guarantee dated on or about the Issue Date entered into between the Swap and Interest Rate Cap Guarantor and the Issuer,

Swap and Interest Rate Cap Guarantor means American International Group, Inc,

Swap and Interest Rate Cap Provider means Banque AIG, London Branch

Transaction Documents means the Mortgage Sale Agreement, the Administration Agreement, the Cash Management Agreement, the Paying Agency Agreement, the Trust Deed, the Global Notes, the Global MERCs, the Global Residuals, the Deed of Charge, the Corporate Services Agreement, Swap and Interest Rate Cap Agreement, the Swap and Interest Rate Cap Guarantee, the Bank Agreement, the Liquidity Facility Agreement, the Master Definitions Schedule, the Standby Administration Transaction Documents

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

means the Mortgage Sale Agreement, the Administration
Agreement, the Cash Management Agreement, the Paying Agency
Agreement, the Trust Deed, the Global Notes, the Global MERCs,
the Global Residuals, the Deed of Charge, the Corporate Services
Agreement, Swap and Interest Rate Cap Agreement, the Swap and
Interest Rate Cap Guarantee, the Bank Agreement, the Liquidity
Facility Agreement, the Master Definitions Schedule, the Standby
Administration Agreement, the Mandates, the Scottish Declaration
of Trust, the Transfers, any Supplemental Declaration of Trust, any
Supplemental Deed of Charge, the Notes and the Conditions, the
MERCs and the MERC Conditions, the Residuals and the Residual
Conditions, the Notes Subscription Agreement and any other
document entered into by any of the parties hereto in connection
therewith,

Transfers means Registered Land Transfers, the Unregistered Land Transfers, the SLR Transfers, the Sasine Register Transfers, the N I Registered Land Transfer and the N I Unregistered Land Transfer or such as are applicable,

Trust Deed means the trust deed dated on or about the Issue Date between the Issuer and the Trustee constituting the Notes, the MERCs, the Residuals and the Schedules thereto,

Trustee means Deutsche Trustee Company Limited, or any successor trustee appointed pursuant to the terms of the Trust Deed,

Unadjusted Margin means, on any Payment Date, the weighted average margin above LIBOR for deposits in sterling for three months (in the case of the Discount LIBOR-linked Mortgage Loans) or the Bank of England base rate (in the case of the Discount BBR-linked Mortgage Loans (during their discounted phase)), that will apply in respect of such Mortgage Loans when the discount period expires,

Unregistered Land Transfer means in the case of English and Welsh Mortgages the transfers to be executed in relation to Properties in the Initial Mortgage Pool or any Substitute Mortgage Loan or Pre-Funded Mortgage Loan from time to time comprised in the Mortgage Pool which comprise Mortgage Loans secured over Properties comprising unregistered land (excluding Properties the subject of applications for first registration at H.M. Land Registry),

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

C2

Description of assets or property

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Please give a brief description of assets or property released from the charge and/or a brief description of any property that has ceased to form part of the company's property or undertaking

Description of assets or property

The part of the property released from security created by and pursuant to the Deed of Charge is

The Released Security Assets (as such term is defined in the Deed of Partial Release) listed in the table annexed to this Form MR05 and any related security interests

'Deed of Partial Release' means the deed of partial release dated 27 February 2015 executed by the Trustee in favour of the Issuer to discharge and release part of the security granted under the Deed of Charge

This section must be completed where part of the property or undertaking has been released from the charge or no longer forms part of the company's property or undertaking



APPENDIX

Count	Account	Repurchase Price
1	400004	£116,407 61
2	400024	£170,229 64
3	400106	£182,388 52
4	400108	£99,466 72
5	400199	£149,465 89
6	400354	£208,252 52
7	400692	£95,729 18
8	400810	£102,238 79
9	401114	£140,698 92
10	401156	£160,382 48
11	401232	£63,781 36
12	401370	£85,081 49
13	401578	£271,288 43
14	401582	£107,789 43
15	401640	£92,531 96
16	401643	£86,873 36
17	401653	£279,555 11
18	401774	£121,412 34
19	401825	£400,833 95
20	402075	£183,384 25
21	402243	£140,135 00
22	402247	£268,314 75
23	402465	£179,417 09
24	402604	£269,399 83
25	402723	£156,241 89
26	402752	£160,055 94
27	402825	£71,419.17
28	402870	£95,563 92
29	403178	£144,578.61
30	403207	£130,468 99
31	403565	£82,997 68
32	403607	£87,910 40
33	403797	£73,346 28
<u>33</u>	403826	£123,978 33
35	403905	£127,151 56
36	403984	£124,762.17
<u></u>	404138	£131,735 03
38	404545	£137,690 48
39	404593	£162,218 64
40	404593	£107,458 50



41 404767 42 404848 43 405063	£76,760 12 £9,874 52
43 405063	
	1
	£149,090.36
44 405153	£169,902 84
45 405198	£123,842 83
46 405341	£59,741 81
47 405458	£66,343.24
48 405466	£86,752 68
49 405560	£64,105 59
50 405781	£118,824 05
51 405970	£171,098.01
52 405986	£128,550 52
53 406006	£91,782 75
54 406071	£120,443 21
55 406101	£148,065 60
56 406105	£139,655 12
57 406155	£86,476 23
58 406195	£247,379.21
59 406208	£98,252 86
60 406551	£325,166 71
61 406584	£101,866 92
62 406781	£170,735 18
63 406951	£126,211 48
64 407059	£900,866 01
65 407184	£46,135 26
66 407194	£123,132 63
67 407459	£98,858 38
68 408443	£29,511 07
69 408598	£48,898 16
70 408698	£108,944 07
71 409128	£88,368 44
72 410612	£59,865.60
73 411576	£111,630 33
74 411691	£68,080 06
Total	£10,457,848.06