

# 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



You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://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 for**  
You may not use this form to  
register this statement against  
LLP Use form LL MR05

THURSDAY



A19 09/04/2015 #243  
COMPANIES HOUSE

## 1 Company details

Company number 05931269  
Company name in full Eurohome UK Mortgages 2007-1 Plc

→ **Filing in this form**  
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 21 03 2007

### 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

Instrument description A Deed of Charge dated 21 March 2007 between, *inter alios*, the Company, the  
Trustee, the Administrator, the Cash Manager, the *Liquidity* Provider and the Seller  
(each as defined herein), as amended by a supplemental deed of charge dated 2  
April 2007 between, *inter alios*, the Company, the Trustee, the Administrator, the  
Cash Manager, the *Liquidity* Provider and the Seller (together, the **Deed of  
Charge**)

**Continuation page**  
Please use a continuation page if  
you need to enter more details

## MR05

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**A4**

### Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

(Please see continuation pages)

#### Continuation page

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

Charge code ①

-

#### ① Charge code

This is the unique reference code allocated by the registrar

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## 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**

**C2**

### Description of assets or property ①

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

Description of assets or property

(Please see continuation page)

① 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


**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

**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	E	C	3	A		6	A	P
	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	Signature <b>X</b>  per pro SFM Directors Limited <b>X</b> as Director	

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### Presenter 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.

Contact name Shivali Sood

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 0203 088 0000



### Important information

Please note that all information on this form will appear on the public record.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register

#### Part A Charges created before 06/04/2013

- ☐ You have given the charge date  
☐ You have given the charge number (if appropriate)  
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4

#### 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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

## MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released  
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**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,
- (ii) all powers and remedies of enforcement and/or protection,
- (iii) all rights to receive payment of all amounts assured or payable (or to become payable), 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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A3	Description of instrument (if any)
Instrument description	<p data-bbox="316 338 1066 398">Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p data-bbox="316 423 1134 495"><b>1 2 Mortgage Loans, English Mortgage Loans and Northern Irish Mortgage Loans</b></p> <p data-bbox="316 530 1070 602">The Issuer charged by way of a first fixed charge all of its interests, rights and entitlements in respect of</p> <p data-bbox="316 638 1098 710">(a) the Mortgage Loans, the English Mortgage Loans and the Northern Irish Mortgage Loans and their Related Security, and</p> <p data-bbox="316 745 1137 896">(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)</p> <p data-bbox="316 931 611 960"><b>1 3 Related Security</b></p> <p data-bbox="316 996 1137 1106">The Issuer assigned absolutely, subject to a proviso for re-assignment on redemption (or, to the extent not assignable, charges by way of a first fixed charge) all of its rights in respect of</p> <p data-bbox="316 1142 1137 1252">The Issuer assigned absolutely, subject to a proviso for re-assignment on redemption (or, to the extent not assignable, charges by way of a first fixed charge) all of its rights in respect of</p> <p data-bbox="316 1288 1125 1397">(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</p> <p data-bbox="316 1433 1107 1505">(b) insurance contracts in place with respect to the Mortgage Loans</p> <p data-bbox="316 1541 791 1570"><b>1 4 Charged Obligation Documents</b></p> <p data-bbox="316 1606 1137 1756">The Issuer assigned absolutely, subject to a proviso for re-assignment 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</p> <p data-bbox="316 1792 738 1823">(a) Mortgage Sale Agreement,</p> <p data-bbox="316 1859 791 1890">(b) the Administration Agreement,</p> <p data-bbox="316 1926 836 1957">(c) the Cash Management Agreement,</p> <p data-bbox="316 1993 783 2024">(d) the Paying Agency Agreement,</p>

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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	<p>(e) the Corporate Services Agreement,</p> <p>(f) the Swap and Interest Rate Cap Agreement,</p> <p>(g) the Bank Agreement,</p> <p>(h) the Liquidity Facility Agreement,</p> <p>(i) the Standby Administration Agreement,</p> <p>(j) the Scottish Declaration of Trust,</p> <p>(k) the Swap and Interest Rate Cap Guarantee, and</p> <p>(l) the Notes Subscription Agreement,</p> <p>and all other contracts, agreements, deeds and documents entered into by the Issuer from time to time</p> <p>1 5 Issuer Accounts</p> <p>The Issuer assigned absolutely, subject to a proviso for re-assignment on redemption (or, to the extent not assignable, charges by way of a first fixed charge), all of its rights in respect of</p> <p>(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,</p> <p>(b) all interest paid or payable in relation to those amounts, and</p> <p>(c) all debts represented by those amounts</p> <p>1 6 Miscellaneous</p> <p>The Issuer charged by way of a first fixed charge all of its rights in respect of</p> <p>(a) the benefit of all authorisations (statutory or otherwise) held in connection with its use of any Charged Property, and</p> <p>(b) any compensation which may be payable to it in respect of those authorisations</p>



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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

1 7 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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Instrument description

(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

#### 1.8 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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Instrument description

(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

#### 1 9 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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Statement that part or the whole of the property charged (a) has been released  
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Instrument description

(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
- (i) 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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Instrument description

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),



## 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)
Instrument description	<p data-bbox="316 338 1062 398">Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p data-bbox="316 427 1134 734">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,</p> <p data-bbox="316 775 1110 842">Agents means the Principal Paying Agent, the other Paying Agents, the Registrar and the Agent Bank or any of them,</p> <p data-bbox="316 882 1086 909">B Notes means the B1 Notes and the B2 Notes or either of them,</p> <p data-bbox="316 949 1129 1173">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,</p> <p data-bbox="316 1214 1117 1415">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,</p> <p data-bbox="316 1456 1129 1644">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,</p> <p data-bbox="316 1684 1118 1818">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,</p> <p data-bbox="316 1859 1114 2029">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,</p>

## 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

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

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

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

**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

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 re-  
transferred 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

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

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 GB10DEUT40508114738502 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)
Instrument description	<p data-bbox="316 342 1059 405">Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p data-bbox="316 427 1126 582">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,</p> <p data-bbox="316 616 1086 687">Scottish Mortgage means a first ranking Standard Security over a Scottish Property,</p> <p data-bbox="316 721 1042 792">Scottish Mortgage Loan means a mortgage loan secured by a Scottish Mortgage,</p> <p data-bbox="316 826 1086 898">Scottish Property means a heritable or long leasehold residential property located in Scotland,</p> <p data-bbox="316 931 1121 1043">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,</p> <p data-bbox="316 1077 1038 1149">Scottish Trust Property has the meaning given thereto in the Scottish Declaration of Trust,</p> <p data-bbox="316 1182 1121 1294">Secured Amounts means the monies and liabilities which the Issuer covenants in the Deed of Charge to pay or discharge to the Secured Creditors,</p> <p data-bbox="316 1328 1126 1720">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,</p> <p data-bbox="316 1753 1131 1861">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,</p> <p data-bbox="316 1895 1098 2033">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,</p>

## 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)
Instrument description	<p>Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p>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,</p> <p>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,</p> <p>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,</p> <p>Trustee means Deutsche Trustee Company Limited, or any successor trustee appointed pursuant to the terms of the Trust Deed,</p> <p>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,</p> <p>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),</p>

## 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 ①

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

① 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

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.





# **APPENDIX**

<b>Count</b>	<b>Account</b>	<b>Repurchase Price</b>
<b>1</b>	<b>405772</b>	<b>£60,131.78</b>
	<b>Total</b>	<b>£60,131 78</b>