

# MR01

## Particulars of a charge

111934/13



**A fee is payable with this form.**  
Please see 'How to pay' on the  
last page

**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 charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form MR02

For further information, please  
refer to our guidance at

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



A11

\*A3N8TAKX\*

22/12/2014

#19

COMPANIES HOUSE

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 09134273  
Company name in full NewDay Partnership Funding 2014-1 Plc  
(the "Chargor")

For official use

→ **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 date

Charge creation date 18/12/2014

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Citicorp Trustee Company Limited as Note Trustee  
(as trustee for the Secured Creditors)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

N/A

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes☐ No

8

**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X Clufford Chance LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



**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 Hannah Wilkinson 70-40575439

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 S J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



**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
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



**Important information**

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



**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House'.



**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



**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)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9134273

Charge code 0913 4273 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2014 and created by NEWDAY PARTNERSHIP FUNDING 2014-1 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2014.

Dx

Given at Companies House, Cardiff on 2nd January 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**C L I F F O R D  
C H A N C E**

**CLIFFORD CHANCE LLP**

**EXECUTION VERSION**

We hereby certify that, save for material redacted  
pursuant to s.859G of the Companies Act 2006,  
this is a true copy of the original

Signed Clifford Chance LLP  
19 DECEMBER 2014  
Clifford Chance LLP  
Bank Street  
L E14 5LJ

DATED 18 DECEMBER 2014

NEWDAY PARTNERSHIP FUNDING 2014-1 PLC  
AS ISSUER

AND

CITICORP TRUSTEE COMPANY LIMITED  
AS NOTE TRUSTEE

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NOTE TRUST DEED  
CONSTITUTING  
£222,300,000 CLASS A ASSET BACKED FLOATING  
RATE NOTES DUE 2017  
£27,000,000 CLASS B ASSET BACKED FLOATING  
RATE NOTES DUE 2017  
£16,800,000 CLASS C ASSET BACKED FLOATING  
RATE NOTES DUE 2017  
£12,600,000 CLASS D ASSET BACKED FLOATING  
RATE NOTES DUE 2017  
£7,800,000 CLASS E ASSET BACKED FLOATING  
RATE NOTES DUE 2017  
£6,600,000 CLASS F ASSET BACKED FLOATING  
RATE NOTES DUE 2017

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**THIS NOTE TRUST DEED** is made on 18 December 2014

**BETWEEN**

- (1) **NEWDAY PARTNERSHIP FUNDING 2014-1 PLC** a public limited company incorporated in England and Wales with registered number 9134273 having its registered office at 35 Great St Helen's, London EC3A 6AP (the "**Issuer**"), and
- (2) **CITICORP TRUSTEE COMPANY LIMITED** a private limited company incorporated in England and Wales (company registration number 235914) having its registered office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the "**Note Trustee**", which expression includes, where the context admits, all persons for the time being the trustee or co-trustee of this Note Trust Deed)

**WHEREAS**

- (A) By resolutions of the Board of Directors of the Issuer passed on or around 18 December 2014, the Issuer has resolved to issue £293,100,000 in aggregate principal amount of asset backed notes comprising the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes to be constituted and secured in the manner hereinafter appearing
- (B) The Note Trustee has agreed to act as trustee of this Note Trust Deed and to hold the Security (as defined below) in favour of itself and on trust for, the Noteholders and the other Secured Creditors

**NOW THIS NOTE TRUST DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED** as follows

**1 DEFINITIONS**

**1.1 Definitions**

Unless otherwise defined in this Note Trust Deed or the context requires otherwise, words and expressions used in this Note Trust Deed have the meanings and constructions ascribed to them in schedule 1 (*Master Definitions Schedule*) to the issuer master framework agreement dated on or about the date of this Note Trust Deed between, *inter alios*, the Issuer and the Note Trustee (as the same may be amended, varied or supplemented from time to time, the "**Issuer Master Framework Agreement**")

**1.2 Incorporation of Common Terms**

Except as provided below, the Common Terms apply to this Note Trust Deed, where applicable, and shall be binding on the parties to this Note Trust Deed and the Noteholders as if set out in full in this Note Trust Deed

**1.3 Conflict with Common Terms**

If there is any conflict between the provisions of the Common Terms and the provisions of this Note Trust Deed, the provisions of this Note Trust Deed shall prevail, save for where any provision of this Note Trust Deed relates to VAT, in

which case the provisions of the Common Terms shall prevail and **provided that** the provisions of paragraph 7 (*Restrictions on Enforcement of Security, Non-Petition and Limited Recourse*) of the Common Terms shall prevail at all times

## **2 ISSUANCE OF THE NOTES COVENANT TO PAY**

### **2.1 Constitution and issuance of the Notes**

2.1.1 The Issuer shall issue in aggregate the principal amount of £293,100,000 of Notes comprising £222,300,000 Class A Notes, £27,000,000 Class B Notes, £16,800,000 Class C Notes, £12,600,000 Class D Notes, £7,800,000 Class E Notes and £6,600,000 Class F Notes. The Notes shall be issued in registered form in minimum denominations of £100,000 and integral multiples of £1,000 in excess thereof. The Notes which are to be created and issued pursuant to this Clause 2.1 (*Constitution and issuance of the Notes*) shall be constituted pursuant to this Note Trust Deed without further formality.

2.1.2 On the Closing Date, the Issuer shall issue the Notes subject to the satisfaction of the conditions precedent set forth in the Subscription Agreement. Except as specifically provided herein no additional Notes shall be issued.

### **2.2 Registration of the Notes**

On the Closing Date, the Issuer shall procure the registration in the Register of the Notes in the name of each initial Noteholder upon receipt by the Note Trustee of the following documents:

- 2.2.1 an executed copy of this Note Trust Deed,
- 2.2.2 a certificate signed by two directors of the Issuer certifying the absence of any Event of Default,
- 2.2.3 legal opinions (in form and substance satisfactory to the Note Trustee) from legal advisers in such jurisdictions as may be required by the Note Trustee (including, unless the Note Trustee agrees otherwise, a legal opinion in relation to this Note Trust Deed),
- 2.2.4 a solvency certificate from the Issuer signed by an Authorised Signatory and dated the Closing Date,
- 2.2.5 an executed copy of the Subscription Agreement and each document specified as a condition precedent therein, and
- 2.2.6 such other documents as the Note Trustee may reasonably require (including, without limitation, waivers or releases from any person with a prior Encumbrance over any Secured Property).

### **2.3 Payment in specified currency**

All payments in respect of, under and in connection with this Note Trust Deed and the Notes to a Noteholder shall be made in sterling.



## **2 4 Deposits of proceeds of Notes**

In order for the issue and due authentication and delivery of the Notes referred to it Clause 2 1 (*Constitution and issuance of the Notes*) to be effected, the payment of subscription monies for the Notes shall be made in favour of the Issuer or to its order in such account as specified in writing by the Issuer for value on the Closing Date by the nominated Joint Lead Manager

## **2 5 Exercise of rights**

For the purposes of this Note Trust Deed all rights, obligations and duties of the Issuer shall be exercised by or at the direction of the Issuer prior to the occurrence of an Event of Default in respect of the Notes and, after the occurrence of an Event of Default in respect of the Notes (unless such has been remedied or waived to the satisfaction of the Note Trustee), shall be exercised by or at the direction of the Note Trustee subject to the detailed provisions of this Note Trust Deed

## **2 6 Covenant to pay**

The Issuer hereby covenants with and undertakes to the Note Trustee that it shall, in accordance with the terms of the Notes (including the Note Conditions) and this Note Trust Deed, on such date as the Notes, or any of them, may become repayable thereunder (whether in full or in part), pay or procure to be paid unconditionally to or to the order of the Note Trustee in immediately available freely transferable funds the principal amount of the Notes repayable subject to and in accordance with the terms of such Notes (including the Note Conditions) and this Note Trust Deed, on that date and shall, subject to the terms of the Notes (including the Note Conditions), in the meantime and until such payment (after as well as before any judgment or other order of a court of competent jurisdiction) pay or procure to be paid unconditionally to or to the order of the Note Trustee as aforesaid interest on the Principal Amount Outstanding of the Notes at the rates calculated from time to time in accordance with and on the dates provided for in the Note Conditions, **provided that**

2 6 1 every payment of principal or interest in respect of the Notes to or to the account of the Principal Paying Agent in the manner provided in the Paying Agency and Agent Bank Agreement shall satisfy, to the extent of such payment, the related covenant in relation to such Notes by the Issuer contained in this Clause 2, except to the extent that there is a default in the subsequent payment thereof by the Principal Paying Agent to or to the order of the relevant Noteholders,

2 6 2 if any payment of principal or interest in respect of the Notes or any of them is made after the due date, payment shall be deemed not to have been made until either the full amount is paid to the relevant Noteholders or, if earlier, the seventh day after notice has been given to the relevant Noteholders in accordance with the Note Conditions that the full amount has been received by the Principal Paying Agent or the Note Trustee except, in the case of payment to the Principal Paying Agent to the extent that there is failure in the subsequent payment to the relevant Noteholders,

2 6 3 in any case where payment of the whole or any part of the principal or interest in respect of any Notes is improperly withheld or refused, interest shall accrue on that principal or interest amount or part thereof payment of which has been so withheld or refused (both before and after judgment or other order of a court of competent jurisdiction) at the rate calculated in accordance with Note Condition 6 (*Interest*) from and including the date of such withholding or refusal until the date the full amount (including interest as aforesaid) is paid or (if earlier) the seventh day after which notice is given to the relevant Noteholders in accordance with the Note Conditions that the full amount payable in respect of such Notes is available for collection, **provided that**, upon the presentation of the relevant Note Certificate, such payment is in fact made, and

2 6 4 no provision contained in the Note Conditions or this Note Trust Deed will require the Issuer to pay

(a) an amount of principal in respect of a Note which exceeds the Principal Amount Outstanding of such Note, in each case, at the relevant time, or

(b) an amount of interest calculated on any principal amount in excess of such Principal Amount Outstanding

The Note Trustee will hold the benefit of all covenants given in this Note Trust Deed on trust for itself and for the benefit of the Noteholders and the other Secured Creditors in accordance with their respective interests as set out in the Issuer Documents

## 2 7 **Payments to Secured Creditors**

The Issuer hereby covenants to pay to the Note Trustee all amounts due to the Secured Creditors in accordance with the priority of payments (set out in Schedule 5 (*Priority of Payments*)) and any other amounts payable by the Issuer to the Note Trustee (the "**Secured Obligations**") **provided, however**, that payment of any sum due to a Secured Creditor made to such Secured Creditor shall, to that extent, satisfy such obligation. This covenant shall only have effect each time obligations are owed to Secured Creditors when the Note Trustee shall hold the benefit of this covenant on trust for itself and each Secured Creditor (or to the Principal Paying Agent in the circumstances contemplated by Clause 2 6 1) according to their respective interests

## 2 8 **Duties and taxes**

Subject to paragraph 19 (*VAT*) of the Common Terms, the Issuer shall pay all stamp, registration and other similar taxes and duties (if any) (including any interest and penalties thereon or in connection therewith but not any interest or penalties arising from the failure by a person to pay any amount to a Tax Authority after the Issuer has paid such amount) which are payable upon or in connection with the execution and delivery of this Note Trust Deed, and the Issuer will indemnify the Note Trustee and the Secured Creditors (each an "**Indemnified Party**") on demand from and against all stamp duty, issue, registration, documentary and other similar taxes (excluding, without limitation and for the avoidance of doubt, VAT) paid by any such

Indemnified Party in any such jurisdiction or jurisdictions in connection with any action taken by such Indemnified Party to enforce the obligations of the Issuer under this Note Trust Deed

**2 9 Only Note Trustee to act**

Only the Note Trustee, at its discretion and without further notice, subject to it being indemnified and/or secured and/or prefunded to its satisfaction, may pursue the remedies available under the general law or under this Note Trust Deed to enforce the rights under this Note Trust Deed or the Issuer Documents of the Secured Creditors. No Secured Creditor, Security Beneficiary or Noteholder shall be entitled to proceed directly against the Issuer or the assets of the Issuer to enforce the performance of any of the provisions of this Note Trust Deed or the other Issuer Documents, unless the Note Trustee having become bound as aforesaid to take proceedings fails or neglects to do so within a reasonable period of time and such failure or neglect is continuing

**2 10 Following an Event of Default**

At any time after the occurrence of an Event of Default which is continuing or if the Notes shall otherwise have become due and repayable or the Note Trustee shall have received any money which it proposes to pay under this Note Trust Deed to the Noteholders or at any time after Regulation S Individual Note Certificates have not been issued when so required in accordance with this Note Trust Deed, the Note Trustee may

2 10 1 by notice in writing to the Issuer, the Principal Paying Agent, and the other Agents require the Principal Paying Agent and the other Agents or any of them

(a) to act thereafter as Agents, until otherwise instructed by the Note Trustee, of the Note Trustee in relation to their duties under the terms of this Note Trust Deed on the terms provided for in the Paying Agency and Agent Bank Agreement (with such consequential amendments as are necessary and save that the Note Trustee's liability under any provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Agents shall be limited to the amount for the time being held by the Note Trustee on the trusts of this Note Trust Deed which is available to be applied by the Note Trustee for such purpose) and thereafter to hold all Notes and all sums, documents and records held by them in respect of the Notes on behalf of the Note Trustee, and/or

(b) to deliver up all Note Certificates and all sums, documents and records held by them in respect of the Notes to the Note Trustee or as the Note Trustee shall direct in such notice, **provided that** such notice shall be deemed not to apply to any documents or records which the relevant Agent is obliged not to release by any law or regulation, and

2 10 2 by notice in writing to the Issuer, require it to make all subsequent payments in respect of the Notes to, or to the order of, the Note Trustee and, with effect

from the issue of any such notice to the Issuer and until such notice is withdrawn, Clause 2 6 1 shall cease to have effect.

**2 11 Amounts payable by the Note Trustee following an Event of Default**

Any amount payable or paid by the Note Trustee to the Principal Paying Agent or any other Agent under Clause 2 10 (*Following an Event of Default*) prior to any of the Security created under this Note Trust Deed being enforced shall be treated as a cost of the Issuer

**2 12 Interest Rate on the Notes following an Event of Default**

If the Notes become immediately due and repayable under Note Condition 11 (*Events of Default*) the rate and/or amount of interest payable in respect of them will be calculated in the same manner and at the same intervals in accordance with Note Condition 6 (*Interest*) as if the Notes had not become due and repayable, except that the Interest Rate need not be published

**3 SECURITY**

**3 1 Creation of Security**

The Issuer with full title guarantee and as continuing security for payment or discharge of the Secured Obligations hereby

3 1 1 assigns by way of first fixed security to the Note Trustee as trustee for itself and for the other Secured Creditors all of the Issuer's rights, title and interest in and to, and the entire benefit of, the Issuer Documents (to which it is a party) and sums received or recoverable thereunder,

3 1 2 assigns by way of first fixed security to the Note Trustee as trustee for itself and for the other Secured Creditors all of the Issuer's rights, title and interest in the Series 2014-1 Loan Notes,

3 1 3 assigns by way of first fixed security to the Note Trustee as trustee for itself and for the other Secured Creditors all of the Issuer's rights, title and interest in the security interest created in favour of the Security Trustee by the Loan Note Issuer in respect of the Series 2014-1 Loan Notes,

3 1 4 assigns by way of first fixed security to the Note Trustee as trustee for itself and for the other Secured Creditors all of the Issuer's right, title, interest and benefit in and to all monies credited to the Issuer Distribution Account or to any bank or other account in which the Issuer may at any time have any right, title, interest or benefit and

3 1 5 charges to the Note Trustee as trustee for itself and for the other Secured Creditors by way of first floating charge the whole of its undertaking and assets to the extent that such undertaking and assets are not otherwise effectively encumbered by the security created by or pursuant to this Note Trust Deed (other than this Clause 3 1 5) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this

Clause 3.1.5 (the provisions in Clause 3.1.1 to Clause 3.1.5 being the "Security")

The Note Trustee shall hold the benefit of the Security created by the assignments and charge pursuant to this Clause 3.1 on trust for itself, the Noteholders and the other Secured Creditors, **provided that** such Security may only be enforced and the floating charge created pursuant to Clause 3.1.5 shall only crystallise in accordance with the provisions of Clause 13 (*Enforcement*)

For the purposes of perfection and in connection with the creation of the security interests pursuant hereto the Issuer agrees to give all notices of assignment necessary to perfect the security interests (including, but not limited to, any which may from time to time be deemed necessary by the Note Trustee, acting reasonably)

### **3.2 Additional Security**

Additional security in respect of the Notes or (**provided that** the Note Trustee consents to the same) in respect of any transaction entered into by the Issuer relating to or connected with any arrangement for the issue of the Notes may be created by or pursuant to this Note Trust Deed

### **3.3 Limitations on Note Trustee's liability**

The Note Trustee shall not be responsible for, nor shall it have any liability with respect to, any loss or theft of any Secured Property, shall not be obliged to insure or to procure the insurance of any Secured Property and shall have no responsibility or liability arising from the fact that any Secured Property is registered in its name, held by it or in an account with Euroclear, Clearstream, Luxembourg or any similar clearing system in accordance with the system's rules or is otherwise held in safe custody by any bank or custodian selected by the Note Trustee.

### **3.4 No Disposal**

The Notes constitute secured obligations of the Issuer secured pursuant to Clause 3.1 (*Creation of Security*) and each Class of Notes will rank *pari passu* and without any preference amongst such Class of Notes. So long as any of the Notes remain outstanding, the Issuer shall not, save to the extent permitted or contemplated by the Issuer Documents or with the prior written consent of the Note Trustee, sell or otherwise dispose of the Secured Property or any interest therein or purport to do so or create or permit to exist any Encumbrance whatsoever upon or affecting any of the Secured Property other than as contemplated by this Note Trust Deed

### **3.5 Issuer's Notices**

The Issuer shall, within seven days of the date hereof, give notice of the Security to all relevant parties including the following notices.

3.5.1 to the Issuer Account Bank, a Notice of Assignment in the form of Schedule 6, Part 1 (*Notice of Assignment*), and

3 5 2 to each of the other parties to the Issuer Documents, a Notice of Assignment to Transaction Parties in the form of Schedule 7, Part 1 (*Notice of Assignment to Transaction Parties*)

### **3 6 Acknowledgement of Notices**

The Issuer shall use all reasonable efforts to procure that the Issuer Account Bank and each Transaction Party which receives a Notice of Assignment acknowledges receipt of such notice in the form of Schedule 6, Part 2 (*Acknowledgement of Notice of Assignment to Account Bank*) and Schedule 7, Part 2 (*Acknowledgement of Notice of Assignment to Transaction Parties*) respectively

## **4 REDEMPTION AND RELEASE**

### **4 1 Release on payment or discharge**

Upon proof being given to the satisfaction of the Note Trustee as to the irrevocable and unconditional payment or discharge in full of the Secured Obligations, the Note Trustee shall, at the request and cost of the Issuer, release, discharge or reassign the Secured Property to the Issuer or any other person entitled thereto of whom the Note Trustee has notice

### **4 2 No avoidance**

No assurance, security or payment which is avoided under any enactment relating to bankruptcy or under Sections 238 to 245 or Section 423 of the Insolvency Act or any equivalent provision of common law and no release, settlement or discharge given or made by the Note Trustee in reliance on any such assurance, security or payment shall prejudice or affect the right of the Note Trustee to enforce the Security to the full extent of the Secured Obligations. The Issuer agrees that, notwithstanding any such avoidance, release, settlement or discharge, the Security shall be deemed always to have been and to have remained held by the Note Trustee as and by way of security for the payment to or to the order of the Note Trustee of the Secured Obligations

### **4.3 Form of release**

The Security shall be released only upon the execution by or on behalf of the Note Trustee of an absolute and unconditional release by way of deed, in each case relating to all (and not part only) of the Secured Obligations

## **5 CONTINUANCE OF SECURITY**

The Security and the covenants, undertakings and provisions contained in this Note Trust Deed shall remain in force as continuing security to the Note Trustee, notwithstanding any intermediate payment or satisfaction of any part of the Secured Obligations or any settlement of account or any other act, event or matter whatsoever, and shall secure the ultimate balance of the Secured Obligations

## **6 NOTE TRUSTEE'S POWERS**

### **6.1 Extension and variation of LPA Powers**

Whilst any part or parts of the Security is enforceable, the Note Trustee may, from time to time

- 6.1.1 enter into, make, execute, sign or do as applicable all such contracts, agreements, receipts, payments, assignments, transfers, conveyances, assurances and things and bring, prosecute, enforce, defend or abandon as applicable all such actions, suits and proceedings in relation to any Secured Property as it may think expedient,
- 6.1.2 exercise all or any of the powers or rights incidental to the ownership of all or any of the Secured Property and, in particular but without limiting the generality of the foregoing, exercise all rights to enforce the Security over the Secured Property and all rights to attend or vote at any meeting of the holders of any Secured Property or to give any consent or notification or make any declaration in relation to such securities or any of them,
- 6.1.3 without prejudice to the generality of the foregoing, exercise, or permit another person to exercise, all or any of the powers or rights of the Issuer under or pursuant to any Secured Property or the Issuer Documents,
- 6.1.4 without prejudice to the generality of the foregoing, if in its absolute discretion it is of the opinion that the interests of the Noteholders and any other Secured Creditors will not be materially prejudiced thereby, agree to the transfer of any Secured Property to an account with Euroclear, Clearstream, Luxembourg or any similar clearing system or the holding thereof in safe custody by the Note Trustee or by a bank or custodian selected by the Note Trustee (and shall not incur any liability by doing so),
- 6.1.5 without prejudice to the generality of the foregoing, act generally in relation to the Secured Property in such manner as it may think expedient,
- 6.1.6 to carry on and/or manage and/or concur in managing the business of the Issuer as it thinks fit and to demand, sue for and collect and get in all monies due to the Issuer as it thinks fit,
- 6.1.7 to appoint and engage managers, agents and advisers upon such terms as to remuneration and other otherwise and from such periods as it may determine and to dismiss them,
- 6.1.8 demand, sue for or take any action or institute any proceedings to recover or obtain payment of any amounts which may then be due and payable but which remain unpaid under or in respect of the Secured Property or any part thereof either in its own name or in the name of the Issuer and shall not be liable by so doing,
- 6.1.9 to call up all or any portion of the uncalled capital (if any) of the Issuer,

- 6.1.10 to pay and discharge, out of the profits and income deriving from the Secured Obligations and any monies received by it in carrying on the business of the Issuer, the expenses incurred in and about the carrying on and management of any such business or in the exercise of any of the powers conferred by this Clause 6.1.10 (*Extension and variation of LPA powers*) or otherwise in respect of the Secured Obligations and all outgoings which it shall think fit to pay and apply the residue of such profits and income in accordance with the priority of payments as set out in Schedule 5,
- 6.1.11 to exercise any of the powers and perform any of the duties conferred on the Issuer by or pursuant to any of the Issuer Documents or any statute, deed or contract,
- 6.1.12 (subject to any Requirement of Law) to disclaim, discharge, abandon, disregard, alter or amend on behalf of the Issuer all or any outstanding contracts of the Issuer except where such amendment is proscribed by the terms of any Issuer Document and allow time for payment of any monies either with or without security,
- 6.1.13 to sanction or confirm anything suffered by the Issuer and concur with the Issuer in any dealing not specifically mentioned above,
- 6.1.14 in connection with the exercise of any of its powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of the Issuer or otherwise, as it may think fit, all documents, acts or things which it may consider appropriate or incidental or conducive to the exercise of any of the powers referred to above, and
- 6.1.15 to use the name of the Issuer for all or any of the foregoing purposes

## **7 APPOINTMENT AND REMOVAL OF RECEIVER AND ADMINISTRATOR**

### **7.1 Appointment and removal of Receiver**

Subject to Clause 7.2 (*Appointment of Receiver instead of an administrator*) below, at any time after all or part of the Security has become enforceable in accordance with the Note Conditions, the Note Trustee may in writing appoint any person or persons to be a Receiver of the Secured Property, and may remove any Receiver so appointed and appoint another in its place

### **7.2 Appointment of Receiver instead of an administrator**

If the Note Trustee has actual notice of

- 7.2.1 a petition of a court of competent jurisdiction for an administration order to be made on the application by a creditor or creditors of the Issuer,
- 7.2.2 the giving of a notice of intention to appoint an administrator in respect of the Issuer, or
- 7.2.3 the filing of a notice of appointment of an administrator of the Issuer with a court of competent jurisdiction,



the Note Trustee shall use reasonable endeavours, subject to its being practicable so to do, and provided it has been indemnified and/or secured and/or prefunded to its satisfaction, as soon as reasonably practicable to appoint a Receiver or Receivers (being, for the avoidance of doubt, an administrative receiver or similar officer falling within the definition of "administrative receiver" under Section 29(2) of the Insolvency Act 1986) of the whole of the Secured Property and in relation to the Floating Charge created pursuant to Clause 3 (*Security*)

### **7 3    Insolvency Act requirements**

In respect of any appointment by the Note Trustee of any Receiver, the Note Trustee shall comply with any requirement under the Insolvency Act that any person appointed to be a Receiver be a licensed insolvency practitioner.

## **8       PROVISIONS RELATING TO RECEIVER**

### **8 1    Provisions applicable to Receiver**

If the Note Trustee appoints a Receiver under Clause 7 1 (*Appointment and removal of Receiver*), the following provisions shall have effect in relation thereto

- 8 1 1    *Appointment* such appointment may be made either before or after the Note Trustee has taken possession of the relevant Secured Property,
- 8 1 2    *Powers* such Receiver may be vested by the Note Trustee with such powers and discretions as the Note Trustee may think expedient and, subject to Clause 7 1 (*Appointment and removal of Receiver*), (i) may sell or concur in selling all or any of such Secured Property, or assign or release all or any of such Secured Property, to any person save for itself or any of its Affiliates, or (ii) may continue the business of the Issuer as a going concern with respect to the Secured Property, in each case without restriction and on such terms and for such consideration (if any) as he may think fit and may carry any such transaction into effect by conveying, transferring and delivering any of the Secured Property in the name of or on behalf of the Issuer or otherwise,
- 8 1 3    *Note Trustee's directions* such Receiver shall in the exercise of his powers, authorities and discretions conform to any regulations from time to time made by the Note Trustee,
- 8 1 4    *Remuneration of Receiver* the Note Trustee may from time to time fix the remuneration of such Receiver and direct payment thereof out of monies accruing to him in the exercise of his powers,
- 8 1 5    *Security from Receiver* the Note Trustee may from time to time and at any time require any such Receiver to give security for the due performance of his duties as Receiver and may fix the nature and amount of the security to be so given but the Note Trustee shall not be bound in any case to require any such security,
- 8 1 6    *Monies payable to Note Trustee* save insofar as otherwise directed by the Note Trustee, all monies from time to time received by such Receiver shall be

paid over forthwith to the Note Trustee to be held by it in accordance with the provisions of Clause 15.1 (*Priority of payments*),

- 8.1.7 *Receiver as agent of Issuer* every such Receiver shall be the agent of the Issuer for all purposes and the Issuer alone shall be responsible for his acts, defaults and misconduct, and the Note Trustee and the Noteholders and the other beneficiaries of the trusts of this Note Trust Deed shall not incur any liability therefor or by reason of its or their making or consenting to the appointment of a person as a Receiver under this Note Trust Deed,
- 8.1.8 *Holders not liable for acts of Receiver* none of the Note Trustee and the Noteholders and the other Secured Creditors shall be in any way responsible for any misconduct or negligence on the part of any such Receiver, and
- 8.1.9 *Section 109(6) and (8) of the LPA* Sections 109(6) and (8) of the LPA (relating to monies received by a receiver) shall not apply in relation to any Receiver

## **8.2 Monies held on trust**

All monies received by the Note Trustee in respect of the Security or the Secured Property shall be held by the Note Trustee upon trust to apply the same as provided in Clause 15.1 (*Priority of payments*) hereof

## **8.3 Further assurance**

The Issuer shall execute any assurance or do all such acts and things as the Note Trustee or any Receiver may require (including, without limitation, the giving of notices of assignment and the effecting of filings or registrations in any jurisdiction) for perfecting or protecting the Security and from time to time and at any time after the Security or any part thereof has become enforceable shall execute any assurance or do all such acts and things as the Note Trustee or any Receiver may require for facilitating the realisation of, or enforcement of rights in respect of, all or any of the Secured Property and the exercise of all powers, authorities and discretions vested in the Note Trustee or in any Receiver of all or any of the Secured Property

## **8.4 Borrowing powers**

The Note Trustee may raise and borrow money on the security of all or any of the Secured Property for the purpose of defraying any Liabilities paid or incurred by it in relation to this Note Trust Deed in the exercise of any of the powers contained in this Note Trust Deed. The Note Trustee may raise and borrow such money at such rate of interest and generally on such terms and conditions as it shall think fit and may secure the repayment of the money so raised or borrowed with interest on the same by mortgaging or otherwise charging all or any of the Secured Property in such manner and form as the Note Trustee may think fit (which mortgage or other charge may rank in priority to, *pari passu* with or after the Security) and for such purposes may execute and do all such assurances and things as it may think fit and no person lending any such money shall be concerned to enquire as to the propriety or purpose of the exercise of any power of the Note Trustee or to see to the application of any money so raised or borrowed

## **8 5 Appointment of Attorneys**

For the purpose of securing the interests of the Note Trustee and the other Secured Creditors whether under or pursuant to this Note Trust Deed or any other Issuer Document or in relation to the Secured Property and the performance of its obligations to the Secured Creditors, whether under or pursuant to this Note Trust Deed or any other Issuer Document or in relation to the Secured Property at any time after all or part of the Security has become enforceable in accordance with the Note Conditions, the Issuer irrevocably for value and by way of security hereby severally and independently appoints the Note Trustee and every Receiver of the Secured Property or any part thereof jointly and severally to be its attorney (with full power to appoint substitutes or to sub-delegate, including power to authorise the person so appointed to make further appointments) on behalf of the Issuer and in its name, on its behalf and as its act and deed to execute any document or do any assurance, act or thing which the Issuer ought to execute or do pursuant this Note Trust Deed and generally on its behalf and in its name or on its behalf, to execute any document or do any assurance, act or thing which the Note Trustee or such Receiver (or such substitute or delegate) may, in its or his absolute discretion, properly consider appropriate in connection with the exercise or enforcement of any of the rights, powers, authorities or discretions conferred on the Note Trustee or the Receiver under or pursuant to this Note Trust Deed or any Issuer Document The Issuer hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney does or purports to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 8 5

## **8 6 No liability**

The Note Trustee shall not, nor shall any Receiver appointed as aforesaid nor any attorney, agent or delegate of the Note Trustee by reason of taking possession of or having assigned to it all or any of the Secured Property or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever be liable to account for anything except actual receipts or be liable for any loss or damage arising (i) from realisation of, or enforcement of rights in respect of, all or any of the Secured Property or any other property, assets, rights or undertakings of whatsoever nature, whether or not owned by the Issuer or any other person or in which the Issuer or such other person has an interest, (ii) from any act, default or omission in relation to all or any of the Secured Property or any other property assets, rights or undertakings of whatsoever nature, whether or not owned by the Issuer or any other person or in which the Issuer or such other person has an interest, or (iii) from any exercise or non-exercise by it of any power, authority or discretion conferred upon it in relation to all or any of the Secured Property or any other property, assets, rights or undertakings of whatsoever nature, whether or not owned by the Issuer or any other person or in which the Issuer or such other person has an interest, by or pursuant to this Note Trust Deed (save in the case of gross negligence, fraud, wilful default of the Note Trustee or, as the case may be, any Receiver)

## **8 7 Powers additional to LPA and Insolvency Act powers**

The powers conferred by this Note Trust Deed in relation to all or any of the Secured Property on the Note Trustee or on any Receiver of all or any of the Secured Property shall include

- 8 7 1 all powers and rights of an absolute owner and power to do or omit to do anything which the Issuer itself could do or omit to do, and
- 8 7 2 power to do all things (including bringing or defending proceedings in the name or on behalf of the Issuer) which seem to the Receiver to be incidental or conducive to
  - (a) any of the functions, powers authorities or discretions conferred on or vested in him,
  - (b) the exercise of any or all of his rights under this Deed, or
  - (c) the collection or getting in of the Secured Property,

and shall be in addition to and not in substitution for the powers conferred on mortgagees or receivers under the Law of Property Act 1925 and the Insolvency Act and where there is any ambiguity or conflict between the powers contained in such Acts and those conferred by this Note Trust Deed the terms of this Note Trust Deed shall prevail, **provided that** such powers shall only be exercisable by the Note Trustee upon and following delivery of an Enforcement Notice

## **8 8 Protection of third parties**

No person dealing with the Note Trustee or with any Receiver of all or any of the Secured Property appointed by the Note Trustee shall be concerned to enquire whether any event has happened upon which any of the powers, authorities and discretions conferred by or pursuant to this Note Trust Deed in relation to such Secured Property are or may be exercisable by the Note Trustee or by any such Receiver or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers, authorities or discretions and all the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Note Trustee or any such Receiver in like manner as if the statutory powers of sale and of appointing a receiver in relation to such Secured Property had not been varied or extended by this Note Trust Deed

## **8 9 Release**

Upon proof being given to the satisfaction of the Note Trustee that the Issuer is under no further actual or contingent liability, present or future, under this Note Trust Deed, the Note Trustee shall at the request and cost of the Issuer execute and do all such deeds, acts and things as may be necessary to reassign and release the Secured Property from the Security and the trust contained in this Note Trust Deed

## **9 NOTE CERTIFICATES**

### **9.1 Global Note Certificates**

- 9.1.1 Each Class of Notes will initially be represented by a Global Note Certificate. Interests in a Global Note Certificate shall be exchangeable, in accordance with its terms, for Regulation S Individual Note Certificates in the form contained in Schedule 3 at the same time as the Notes previously represented by such Global Note Certificate are registered in the names of the customers of Euroclear and/or Clearstream, Luxembourg who previously held beneficial interests in such Notes.
- 9.1.2 The Global Note Certificates shall be printed or typed in the form or substantially in the forms set out in Schedule 2 (*Form of Regulation S Global Note Certificate (Classic Global Note)*).
- 9.1.3 The procedures as regards the exchange, authentication, delivery, surrender, cancellation, presentation and marking down of any of the Global Note Certificates (or part thereof) and any other matters to be carried out by the relevant parties upon such exchange (in whole or part) shall be made in accordance with the terms of the relevant Global Note Certificates, the Paying Agency and Agent Bank Agreement and the rules and procedures of Euroclear and Clearstream, Luxembourg for the time being. The Global Note Certificates shall be in the aggregate principal amount of up to £222,300,000 in respect of the Class A Global Note Certificate, £27,000,000 in respect of the Class B Global Note Certificate, £16,800,000 in respect of the Class C Global Note Certificate, £12,600,000 in respect of the Class D Global Note Certificate, £7,800,000 in respect of the Class E Global Note Certificate and £6,600,000 in respect of the Class F Global Note Certificate.
- 9.1.4 The Global Note Certificates will be signed manually or in facsimile by a duly authorised person designated by the Issuer and will be authenticated manually or in facsimile by or on behalf of the Principal Paying Agent. The Issuer may use the facsimile signature of a person who at the date such signature was originally produced was such a duly authorised person even if at the time of issue of any Global Note Certificate he no longer holds that office.

### **9.2 Issue of Regulation S Individual Note Certificates**

All Regulation S Individual Note Certificates shall be printed, executed and delivered as set out below but shall be held by the Registrar until a Noteholder requests that the Regulation S Individual Note Certificates to which he is entitled (following registration of his holding of Notes in his name) be issued, whereupon the relevant Regulation S Individual Note Certificates shall be issued as aforesaid. The procedures to be carried out by the relevant parties upon such exchange shall be made in accordance with the provisions of the relevant terms of the relevant Global Note Certificate in respect of which exchange is to be made and/or the normal practice of the Registrar and the rules and procedures of Euroclear and Clearstream, Luxembourg for the time being.

### **9.3 Form of the Regulation S Individual Note Certificates**

The Regulation S Individual Note Certificates shall be printed in accordance with all applicable legal requirements in or substantially in the form set in Schedule 3 (*Form of Regulation S Individual Note Certificate*), and shall be distributable to the registered holder thereof and serially numbered and shall be endorsed with the Note Conditions. Title to the Notes represented by the Regulation S Individual Note Certificates shall pass by registration in the Register.

### **9.4 Signature of the Regulation S Individual Note Certificates**

The Regulation S Individual Note Certificates will be signed manually or in facsimile by a duly authorised person designated by the Issuer and will be authenticated manually or in facsimile by or on behalf of the Principal Paying Agent. The Issuer may use the facsimile signature of a person who at the date such signature was originally produced was such a duly authorised person even if at the time of issue of any Regulation S Individual Note Certificate he no longer holds that office.

### **9.5 Entitlement to treat holder as owner**

The Issuer, the Note Trustee and any Agent may deem and treat the person registered in the Register as the holder of any Note as the absolute owner of such Note, free of any equity, set-off or counterclaim on the part of the Issuer against the original or any intermediate holder of such Note (whether or not such Note shall be overdue and notwithstanding any notation of ownership, theft or loss, of any trust or other interest therein, or of any other writing on the Note Certificate) for all purposes and, except as ordered by a court of competent jurisdiction or as required by applicable law, the Issuer, the Note Trustee and each Agent shall not be affected by any notice to the contrary. All payments made to any such registered holder shall be valid and, to the extent of the sums so paid, effective to satisfy and discharge the liability for the monies payable upon the relevant Note.

## **10. COVENANTS**

### **10.1 Covenants to comply with the Note Trust Deed**

The Issuer hereby covenants with the Note Trustee on the terms of the Issuer Covenants and covenants to comply with those provisions of the other Issuer Documents, this Note Trust Deed and the Note Conditions which are expressed to be binding on it and to perform and observe the same. The Notes are subject to the provisions contained in the Note Trust Deed (including the Note Conditions), all of which shall be binding upon the Issuer, the Noteholders and all persons claiming through or under them respectively.

### **10.2 Enforcement**

The Note Trustee shall itself be entitled to enforce the obligations of the Issuer under the Note Conditions as if the same were set out and contained in this Note Trust Deed which shall be read and construed as one document with the Note Conditions.

### **10.3 Compliance with the Financial Services and Markets Act 2000**

The Note Trustee represents and warrants that it is an authorised person under Section 19 of FSMA or does not need to be so in order to enforce its rights under this Note Trust Deed

## **11 CANCELLATION OF NOTES**

### **11.1 Cancellation**

The Issuer shall procure that all Notes (i) which have been redeemed in full or (ii) which have been purchased by the Issuer shall forthwith be cancelled by or on behalf of the Issuer by the Registrar and a certificate stating the aggregate amounts of principal and interest paid in respect of the Notes which have been redeemed in full and serial numbers of the corresponding Note Certificates shall be given to the Note Trustee by or on behalf of the Issuer as soon as possible and in any event within four months after the date of such redemption, purchase, payment or replacement (as the case may be) The Note Trustee may accept such certificate as conclusive evidence of repayment, purchase or replacement *pro tanto* of the Notes or payment of interest thereon respectively and of cancellation of the relevant Notes

### **11.2 Records held by Registrar**

The Issuer shall procure (i) that the Registrar shall keep a full and complete record of all Notes and of their redemption, payment, exchange or cancellation (as the case may be) and (ii) that such records shall be made available to the Note Trustee at all reasonable times

## **12 PAYMENTS PRIOR TO ENFORCEMENT**

### **12.1 Notwithstanding the Security, the Note Trustee acknowledges that, until the delivery of an Enforcement Notice**

12.1.1 payments becoming due to the Issuer under any of the Issuer Documents, together with all other monies payable to the Issuer pursuant to any other documents or arrangements to which it is a party, may be made to the Issuer in accordance with the provisions of the Issuer Documents or (as the case may be) the other documents or arrangements concerned,

12.1.2 the Issuer may, subject to Clause 12.1.3 exercise its rights, powers and discretions and perform its obligations in relation to the Secured Property and under the Issuer Documents in accordance with the provisions of the Issuer Documents or (as the case may be) such other documents or arrangements, and

12.1.3 amounts standing to the credit of the Issuer Distribution Account from time to time may be withdrawn therefrom by the Issuer or any authorised person, including the Issuer's Agent under the Issuer Account Bank Agreement, but only for application in accordance with Schedule 5 (*Priority of Payments*)

## 13 ENFORCEMENT

### 13.1 Security enforceable

The Security in relation to the Notes created pursuant to this Note Trust Deed shall become enforceable upon the Note Trustee giving an Enforcement Notice pursuant to the terms thereof to the Issuer subsequent to the occurrence of an Event of Default which is continuing. Upon the delivery of an Enforcement Notice, the Notes, without further action or formality, shall become immediately due and payable at their Principal Amount Outstanding together with accrued interest and

13.1.1 the Security created pursuant to this Note Trust Deed shall become enforceable and the Note Trustee on behalf of the Secured Creditors may enforce its rights in respect of the Secured Property, including, without limitation the appointment of a Receiver pursuant to Clause 8 (*Provisions Relating to Receiver*),

13.1.2 the Floating Charge created pursuant to this Note Trust Deed shall crystallise,

13.1.3 no amount standing to the credit of the Issuer Distribution Account or any other account in the name of the Issuer or in which the Issuer may at any time acquire a benefit may be withdrawn therefrom without the prior written consent to the Note Trustee, **provided that**, unless an Enforcement Notice has been delivered, the Note Trustee shall not act under this Clause 13 in such a way as to require any payment other than in accordance with the priority of payments set out in Schedule 5 (*Priority of Payments*), and

13.1.4 the Note Trustee shall hold and apply all monies received by it under this Note Trust Deed in connection with the realisation of the Secured Property or enforcement of the Security interest in respect of the Notes in accordance with the priority of payments set out in Schedule 5 (*Priority of Payments*) to this Note Trust Deed

### 13.2 Enforcement Notice

The Note Trustee shall not be bound to give any Enforcement Notice in respect of the Notes, or take any steps or actions or institute any proceedings to enforce the Security for the Notes or to enforce payment of any amount due and payable under or pursuant to this Note Trust Deed, any other Issuer Document or the Notes unless

13.2.1 it shall have been so requested in writing by the holders of at least 25 per cent of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes or it shall have been so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes, and

13.2.2 it shall have been indemnified and/or secured and/or prefunded to its satisfaction against all actions, proceedings, claims and demands to which it may thereby render itself liable and all costs, charges, damages, liabilities and expenses which it may incur by doing so

and **provided that** the Note Trustee shall not be held liable for the consequence of the taking of any such action and may take such action without having regard to the effect



of such action on individual Noteholders or any other beneficiary of this Note Trust Deed

**13 3 Circumstances the Enforcement Notice may be issued**

The parties hereto acknowledge and agree that the circumstances in which the Note Trustee may or shall deliver an Enforcement Notice and the conditions applicable to delivery of an Enforcement Notice are as set out in Note Condition 11 (*Events of Default*) and Note Condition 16 (*Enforcement*)

**13 4 Standard of proof**

Should the Note Trustee take legal or other proceedings against the Issuer to enforce any of the provisions of the Notes, or any of the provisions of this Note Trust Deed proof therein that, as regards any Note, the Issuer has made default in paying any principal or interest due in respect of such Note shall (unless the contrary be proved) be sufficient evidence that the Issuer has made the like default as regards all other Notes in respect of which the relevant payment is then due and payable. The Note Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Note Trustee, the Secured Creditors and the Noteholders allowed in any judicial proceedings relating to the Issuer, its auditors or its property

**14 PROCEEDINGS**

**14 1 Note Trustee not bound**

The Note Trustee shall not be bound to take any such proceedings or steps as are mentioned in Clause 14 2 (*Legal proceedings*) or any other proceedings pursuant to or in connection with this Note Trust Deed, the Notes or any of them or to give any notice pursuant to Note Condition 11 (*Events of Default*) unless respectively directed or requested to do so pursuant to Clause 13 2 (*Enforcement Notice*)

**14 2 Legal proceedings**

At any time after the service of an Enforcement Notice pursuant to Clause 13 1 (*Security enforceable*) and 13 2 (*Enforcement Notice*), the Note Trustee may at its discretion (but without being under any obligation to do so) and without further notice and subject always to being indemnified and/or secured and/or prefunded to its satisfaction against any liabilities, fees, costs and expenses (including, without limitation legal fees, costs and expenses) which it may incur, recover judgment in its own name and as trustee of an express trust against the Issuer for the whole amount of the principal and interest and any other sums secured under this Note Trust Deed remaining unpaid and take

14 2 1 such other steps and/or actions and/or institute such proceedings as it may think fit against, or in relation to, the Issuer,

14 2 2 such steps as it may think fit to enforce the Security created in favour of the Note Trustee by, and contained in, this Note Trust Deed, and/or

14 2 3 such steps or actions as it may think fit to enforce the Issuer's obligations under this Note Trust Deed including, without limitation, to enforce repayment of the Notes together with accrued interest and any other monies payable pursuant to this Note Trust Deed, **provided that** the Note Trustee shall be bound by the terms of this Note Trust Deed in determining the priority in which any monies received by it shall be applied. In enforcing the security created in favour of the Note Trustee by and contained in this Note Trust Deed, the Note Trustee shall only take steps to realise assets which are secured by this Note Trust Deed **provided further that** it is indemnified and/or secured and/or prefunded to its satisfaction

## **15 PRIORITY OF PAYMENTS AND NOTICE OF PAYMENT**

### **15 1 Priority of payments**

Subject to Clause 16 (*Investment by Note Trustee*) the Note Trustee shall apply all monies received by it under this Note Trust Deed in accordance with the provisions of Schedule 5 (*Priority of Payments*)

### **15 2 Payment to Noteholders**

The Note Trustee, shall after the delivery of an Enforcement Notice, give notice to the Noteholders in accordance with the Note Conditions of the date fixed for any payment in accordance with Schedule 5 (*Priority of Payments*). Any payment to be made in respect of the Notes by the Issuer or the Note Trustee may be made in the manner provided in the Note Conditions, the Paying Agency and Agent Bank Agreement and the Note Trust Deed and any payment so made shall be a good discharge to the extent of such payment by the Issuer or the Note Trustee (as the case may be)

## **16 INVESTMENT BY NOTE TRUSTEE**

### **16 1 Power of investment**

If the amount of the monies at any time available for the payment of principal and interest in respect of the Notes under Clause 15 1 (*Priority of payments*) shall be less than 10 per cent of the aggregate Principal Amount Outstanding of the Notes, the Note Trustee may at its discretion invest such monies in some or one of the investments hereinafter authorised and such investments, together with the resulting income therefrom may be accumulated until the accumulations together with any other funds for the time being under the control of the Note Trustee and available for such purpose shall amount to a sum being not less than 10 per cent, of the aggregate Principal Amount Outstanding of the Notes and then such accumulations and funds shall be applied in the manner provided in Clause 15 1 (*Priority of payments*)

### **16 2 Permitted Investments**

Any monies which under this Note Trust Deed may be invested by the Note Trustee may be invested in the name or under the control of the Note Trustee in any Permitted Investments and the Note Trustee may at any time or times vary any such Permitted Investments into other Permitted Investments and shall not be responsible for any loss due to depreciation in value, or otherwise resulting from any such Permitted

Investments (save due to the gross negligence, fraud or wilful default of the Note Trustee)

**16 3 Rate of Interest**

If any bank with which any monies are invested is an Affiliate of the Note Trustee, neither the Note Trustee nor that bank shall be obliged to account for any amount of interest greater than the standard amount of interest payable to a standard customer on an account of the type in which those monies are invested

**17 REPRESENTATIONS AND WARRANTIES BY THE ISSUER**

Each of the representations and warranties in this Clause 17 are made by the Issuer to the Note Trustee on the date of this Deed

**17.1 Centre of main interest**

The Issuer represents and warrants that it has its "centre of main interests", as that term is used in Article 3(I) of the EU Regulation on Insolvency Proceedings No 1346/2000, in the United Kingdom

**17 2 No subsidiaries, employees or premises**

The Issuer represents and warrants that it has no branch office in any jurisdiction other than England & Wales, no subsidiaries and no employees

**17 3 Management and administration**

The Issuer represents and warrants that its management, the places of residence or registered office (as the case may be) of the majority of its directors, the place at which the meetings of its board of directors have been held and the place from which its interests are administered are all situated in England & Wales

**17 4 Tax**

The Issuer represents and warrants that it is resident in the United Kingdom for United Kingdom tax purposes and is beneficially entitled to interest payments made to it under the Series 2014-1 Loan Note

**17.5 VAT**

17 5 1 The Issuer represents and warrants that it is not, and is not liable to be, registered (or part of any registration) for VAT in the United Kingdom immediately prior to entering into the Transaction Documents

17 5 2 The Issuer represents and warrants that it is not treated as a member of any VAT Group

## **18 REMUNERATION AND INDEMNIFICATION OF NOTE TRUSTEE**

### **18 1 Annual fee**

The Issuer shall pay to the Note Trustee remuneration for its services as trustee as from the Closing Date, such remuneration to be at such annual rate as may from time to time be agreed between the Issuer and the Note Trustee. Remuneration shall accrue from day to day and be payable (in priority to payments to the Noteholders) up to (and including) the date when, the Notes having become due for redemption in full, the redemption monies and interest thereon to the date of redemption have been paid to the Principal Paying Agent or the Note Trustee.

### **18 2 Additional fee for exceptional duties**

In the event of the Note Trustee giving an Enforcement Notice or considering it expedient or necessary or being requested by the Issuer to undertake duties which the Note Trustee and the Issuer agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Note Trustee under this Note Trust Deed the Issuer shall pay to the Note Trustee such additional remuneration as shall be agreed between them.

### **18 3 Failure to agree**

In the event of the Note Trustee and the Issuer failing to agree

18 3 1 (in a case to which Clause 18 1 (*Annual fee*)) upon the amount of the relevant remuneration, or

18 3 2 (in a case to which Clause 18 2 (*Additional fee for exceptional duties*) applies) upon whether such duties shall be of an exceptional nature or otherwise outside the scope of the normal duties of the Note Trustee under this Note Trust Deed, or upon such additional remuneration,

such matters shall be determined by a financial institution or person (acting as an expert and not as an arbitrator) selected by the Note Trustee and approved by the Issuer or, failing such approval, nominated (on the application of the Note Trustee) by the President for the time being of The Law Society of England and Wales (the expenses involved in such nomination and the fees of such financial institution or person being payable by the Issuer) and the determination of any such financial institution or person (as the case may be) shall be final and binding upon the Note Trustee and the Issuer.

### **18 4 Indemnity**

The Issuer covenants with and undertakes to the Note Trustee to indemnify the Note Trustee (save in the case of the gross negligence, wilful default or fraud of the Note Trustee in accordance with the last paragraph of Clause 19 4 (*Matter relating to the Security*)) on demand against any Liabilities which are incurred by the Note Trustee, any Receiver or any Appointee or any other person appointed by the Note Trustee under this Note Trust Deed to whom any trust, power, authority or discretion may be delegated by the Note Trustee in the execution, or the purported execution, of the

trusts, powers, authorities and discretions vested it by this Note Trust Deed, in, or in connection with

- 18 4 1 the performance of the terms of this Note Trust Deed,
- 18 4 2 anything done or purported to be done by the Note Trustee, any Appointee or any Receiver in relation to the Secured Property under this Note Trust Deed or any other Issuer Document,
- 18 4 3 the exercise, or attempted exercise by or on behalf of the Note Trustee, any Appointee or any Receiver, of any of the powers of the Note Trustee, any Appointee or, the Receiver, or any other action taken by or on behalf of the Note Trustee with a view to or in connection with enforcing any obligations of the Issuer or any other person under any Issuer Document or the recovery by the Note Trustee, any Appointee or the Receiver from the Issuer in respect of the Secured Obligations, or
- 18 4 4 any payment made in respect of the Secured Obligations (whether by the Issuer or any other person) which is subsequently impeached or declared void for any reason whatsoever

#### 18 5 **Priority of Indemnity**

The Note Trustee shall be entitled to be indemnified out of the Secured Property against all Liabilities payable pursuant to Clause 18 4 (*Indemnity*) in respect of any matter or thing in any way omitted or done in any way in relation to this Note Trust Deed in accordance with Schedule 5 (*Priority of Payments*) and the Note Trustee may retain and payout of the monies in its hands arising from the Secured Property all sums necessary to effect such indemnity

#### 18 6 **Payment of amounts due**

- 18 6 1 All amounts due and payable pursuant to Clauses 18 8 (*Note Trustee's costs and expenses*) and 18 4 (*Indemnity*) shall be payable by the Issuer on the date specified in a demand by the Note Trustee, the rate of interest applicable to such payments shall be one per cent per annum above the base rate from time to time of The Royal Bank of Scotland plc and interest shall accrue
  - a) in the case of payment made by the Note Trustee prior to the date of the demand, from the date on which the payment was made or such later date as specified in such demand,
  - b) in the case of payment made by the Note Trustee on or after the date of the demand, from the date specified in such demand, which date shall not be a date earlier than the date such payments are made
- 18 6 2 All remuneration payable to the Note Trustee pursuant to this Note Trust Deed shall carry interest at the rate specified in sub-Clause 18 6 1 from the due date thereof

#### **18 7 Tax**

The Issuer shall in addition pay to the Note Trustee an amount equal to the amount of any VAT chargeable in respect of its remuneration under this Note Trust Deed

#### **18 8 Note Trustee's costs and expenses**

The Issuer shall also pay or discharge all legal fees and other costs, charges, liabilities and expenses properly incurred by the Note Trustee and (if applicable) the Receiver in relation to the preparation and execution of, the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Note Trust Deed, the Notes or the other Issuer Documents, including but not limited to legal and travelling expenses and any stamp, issue, registration, documentary and other similar taxes or duties paid or payable by the Note Trustee in connection with any action or legal proceedings brought or contemplated by the Note Trustee for enforcing the security created in favour of the Note Trustee by, and contained in, this Note Trust Deed or on its behalf against the Issuer or any other person for enforcing any obligations under this Note Trust Deed, the Notes or the other Issuer Documents

#### **18 9 Discharge**

Unless otherwise specifically stated in any discharge of this Note Trust Deed the provisions of this Clause 18 shall continue in full force and effect notwithstanding such discharge

#### **18 10 Stamp Duty**

The Issuer shall pay all stamp, issue, registration, documentary and other similar fees, duties or taxes including interest and penalties (if any) payable in the United Kingdom on or arising out of or in consequence of (i) the constitution and issue of the Notes, (ii) the initial delivery of the Notes, (iii) the creation of the security constituted by this Note Trust Deed, (iv) any action taken by the Note Trustee (or any Noteholder where permitted under the Note Conditions and this Note Trust Deed so to do) to enforce the provisions of the Notes or this Note Trust Deed or the other Issuer Documents or to enforce the said security and (v) the execution and delivery of this Note Trust Deed and the other Issuer Documents to which the Note Trustee is a party

### **19 SUPPLEMENT TO TRUSTEE ACTS**

#### **19 1 General**

The Note Trustee shall have all powers conferred upon trustees by the Trustee Act 1925 and the Trustee Act 2000 and by way of supplement to the Trustee Act 1925 and the Trustee Act 2000 and it is expressly declared as follows

19 1 1 *Advice* the Note Trustee may act and rely on the opinion or advice of or a certificate or any information obtained from any lawyer, banker, valuer, surveyor, broker, auctioneer, accountant or other expert (whether obtained by the Note Trustee, the Issuer, any Agent or any other Secured Creditor) and the Note Trustee shall not be responsible for any loss or liability occasioned by so acting whether or not the liability of such lawyer, bankers, valuer, surveyor, broker, auctioneer, accountant or other expert is limited by reference to a

monetary cap or otherwise, any such opinion, advice, certificate or information may be sent or obtained by letter, telegram, telex, e-mail or facsimile transmission and the Note Trustee shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same contains some error or is not authentic and whether or not addressed to the Note Trustee,

19 1 2 ***Officer's Certificate, certificate of directors or Authorised Signatories*** the Note Trustee may call for and shall be at liberty to accept an Officer's Certificate of the Issuer or a certificate signed by two Directors and/or two Authorised Signatories of the Issuer (or other person duly authorised on its behalf)

(a) as to any fact or matter *prima facie* within the knowledge of the Issuer, or

(b) as to the effect that any particular dealing, transaction or step or thing is, in the opinion of the person so certifying, expedient,

as sufficient evidence that such is the case and the Note Trustee shall not be bound in any such case to call for further evidence or be responsible for any Liability that may be occasioned by its failing so to do,

19 1 3 ***Resolution or direction of Noteholders*** the Note Trustee shall not be responsible for acting upon any resolution purporting to be a Written Resolution or to have been passed at any Meeting in respect of which minutes have been made and signed or upon a direction of a specified percentage of Noteholders, even though it may subsequently be found that there was some defect in the constitution of the Meeting or the passing of the resolution or the making of the directions or that for any reason the resolution purporting to be a Written Resolution or to have been passed at any Meeting or the making of the directions was not signed by the proper persons or was not valid or binding upon the Noteholders,

19 1 4 ***Reliance on certification of clearing system*** the Note Trustee may call for and shall be at liberty to accept and place full reliance on the facts stated in a certificate or letter of confirmation purporting to be signed on behalf of Euroclear, Clearstream, Luxembourg, or any other relevant clearing system in relation to any matter, and the Note Trustee shall not be liable to the Issuer or any Noteholder by reason only of such acceptance or reliance Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system or any successor to either such system) in accordance with its usual procedures and in which the holder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding The Note Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to

be issued by Euroclear, Clearstream, Luxembourg or any other relevant clearing system and subsequently found to be forged or not authentic

19 1 5 ***Other certificates*** the Note Trustee shall be entitled to call for and rely upon an Officer's Certificate or other confirmation, reasonably believed by it to be genuine, of

(a) any of the parties to any of the Issuer Documents, in respect of every matter and circumstance for which a certificate is expressly provided for under this Note Trust Deed, the Note Conditions or any of the Issuer Documents, or

(b) the Auditors or, if applicable, the liquidator (if any) of the Issuer as to the amounts to be paid to Secured Creditors in accordance with the order of priority of application of amounts prior to and following enforcement provided in Schedule 5 (*Priority of Payments*), and

(c) the Servicer or Cash Manager

as sufficient evidence thereof, and the Note Trustee shall not be bound in any such case to call for further evidence or be responsible for any loss, liability or inconvenience that may be occasioned by its failing to do so,

19 1 6 ***Note Trustee not responsible for investigations*** the Note Trustee shall not be responsible for, or for investigating any matter which is the subject of, any recital, statement, representation, warranty or covenant of any person contained in this Note Trust Deed, the other Issuer Documents, the Notes or any other agreement or document relating to the transactions herein or therein contemplated or for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence thereof and shall assume the accuracy and correctness thereof nor shall the Note Trustee, by execution of this Note Trust Deed, be deemed to make any representation as to the validity, sufficiency or enforceability of either the whole or any part of this Note Trust Deed,

19 1 7 ***No Liability as a result of the delivery of a certificate*** the Note Trustee shall have no liability whatsoever for any liability directly or indirectly suffered or incurred by the Issuer, any Noteholder, any Secured Creditor, any Security Beneficiary or any other person as a result of any determination as to material prejudice pursuant to sub-clause 19 2 1 (*Note Trustee's determination*) on the basis of an opinion formed by it in good faith,

19 1 8 ***Notes held by or for the benefit of the Issuer*** in the absence of knowledge or express notice to the contrary, the Note Trustee may assume without enquiry (other than requesting a certificate of the Issuer), that no Notes are for the time being held by or for the benefit of the Issuer or a member of the NewDay Group,

19 1 9 ***Entry on the Register*** the Note Trustee shall not be liable to the Issuer or any Noteholder by reason of having accepted as valid or not having rejected any



entry on the Register later found to be forged or not authentic and can assume for all purposes in relation hereto that any entry in the Register is correct,

19.1.10 **Events of Default** the Note Trustee shall not be bound to give notice to any person of the execution of this Note Trust Deed or the Issuer Documents or to take any steps to ascertain whether any Event of Default has happened and, until it shall have actual knowledge or express notice to the contrary, the Note Trustee shall be entitled to assume that no such Event of Default has happened and that the Issuer is observing and performing all the obligations on its part contained in the Notes and under this Note Trust Deed and the other Issuer Documents and no event has happened as a consequence of which any of the Notes may become repayable,

19.1.11 **Interests of accountholders or participants** so long as any Note is held by or on behalf of Euroclear or Clearstream, Luxembourg, in considering the interests of Noteholders, the Note Trustee may consider the interests (either individual or by category) of its accountholders or participants with entitlements to any Notes as if such accountholders or participants were holder(s) thereof,

19.1.12 **Legal opinions** the Note Trustee shall not be responsible to any person for failing to request, require or receive any legal opinion relating to any Notes or for checking or commenting upon the content of any such legal opinion,

19.1.13 **Note Trustee not responsible** the Note Trustee shall not be responsible for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of this Note Trust Deed or any other document relating thereto and shall not be liable for any failure to obtain any rating of Notes, any licence, consent or other authority for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, performance, enforceability or admissibility in evidence of this Note Trust Deed or any other document relating thereto. In addition, the Note Trustee shall not be responsible for the effect of the exercise of any of its powers, duties and discretions hereunder,

19.1.14 **Freedom to refrain** notwithstanding anything else contained in this Note Trust Deed or the other Issuer Documents, the Note Trustee may refrain from doing anything which would or might in its opinion be contrary to any law of any jurisdiction or any directive or regulation of any agency or any state of which would or might otherwise render it liable to any person and may do anything which is, in its opinion, necessary to comply with any such law, directive or regulation,

19.1.15 **Right to deduct or withhold** notwithstanding anything contained in this Note Trust Deed or any of the other Issuer Documents, to the extent required by any applicable law, if the Note Trustee is or will be required to make any deduction or withholding from any distribution or payment made by it under this Note Trust Deed or if the Note Trustee is or will be otherwise charged to, or is or may become liable to, tax (excluding, for these purposes, any tax on its profits) as a consequence of performing its duties under this Note Trust Deed or the other Issuer Documents whether as principal, agent or otherwise, and

whether by reason of any assessment, prospective assessment or other imposition of liability to taxation of whatsoever nature and whensoever made upon the Note Trustee, and whether in connection with or arising from any sums received or distributed by it or to which it may be entitled under this Note Trust Deed (other than in connection with its remuneration as provided for herein or its profits) or any investments or deposits from time to time representing the same, including any income or gains arising therefrom or any action of the Note Trustee in connection with the trusts of this Note Trust Deed (other than the remuneration herein specified or its profits) or otherwise, then the Note Trustee shall be entitled to make such deduction or withholding or, as the case may be, to retain out of sums received by it an amount sufficient to discharge any liability to tax (excluding any tax on its profits) which relates to sums so received or distributed or to discharge any such other liability of the Note Trustee to such tax from the funds held by the Note Trustee upon the trusts of this Note Trust Deed,

19.1.16 **Information** it is a term of the trust created in this Note Trust Deed that, except where expressly provided otherwise in the Issuer Documents if the Note Trustee receives any information provided to it under the terms of the Issuer Documents for information purposes only and the Note Trustee will not and is not expected routinely to review or monitor such information,

19.1.17 **Responsibility for determination of certain matters** the Note Trustee acknowledges that the Issuer (or the Agent Bank on its behalf) is responsible, pursuant to the Note Conditions for determining the amount of (i) principal amount payable on the Notes, (ii) the Principal Amount Outstanding on the Notes and (iii) the interest payable on the Notes and the Note Trustee shall have no responsibility to recalculate any such amounts notwithstanding a manifest error therein. If the Issuer does not at any time for any reason determine such amounts, the Note Trustee may so determine the same and such calculation shall be deemed to have been made by the Issuer pursuant to the Note Conditions and the Note Trustee shall have no liability in respect thereof, and

19.1.18 **Advice regarding market practice** the Note Trustee may rely and act upon the advice of an investment bank when having regard to the then current market practice or any other matter which falls within Note Condition 6 (*Interest*) and shall not be responsible for any loss occasioned by so acting

## 19.2 Note Trustee's powers and duties

19.2.1 **Note Trustee's determination** the Note Trustee may determine whether or not an Event of Default or if any other default in the performance or observance by the Issuer of any obligation under the provisions of this Note Trust Deed, or contained in the Notes or any other Issuer Documents is capable of remedy and/or materially prejudicial to the interests of the Noteholders and if the Note Trustee shall certify that any such Event of Default or any other default is, in its opinion, not capable of remedy and/or materially prejudicial to the interests of the Noteholders such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the other Secured Creditors and the Security Beneficiaries,

19 2 2 **Determination of questions** the Note Trustee as between itself and the Noteholders and the other Secured Creditors shall have full power to determine all questions and doubts arising in relation to any of the provisions of this Note Trust Deed and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Note Trustee, shall be conclusive and shall bind the Note Trustee, the Noteholders and the other Secured Creditors,

19 2 3 **Consideration of the interests of the Noteholders and the other Secured Creditors** the Note Trustee shall, as regards all the powers, trusts, authorities, duties and discretions vested in it by the Issuer Documents or the Notes, except where expressly provided otherwise, have regard to the interests of the Noteholders and the other Secured Creditors (but not those of the of the Security Beneficiaries), but if, in the Note Trustee's sole opinion, there is a conflict between their interests, it will have regard solely to the interests of the Noteholders and no other Secured Creditor or Security Beneficiary shall have any claim against the Note Trustee for doing so Where in the opinion of the Note Trustee

- (a) there is a conflict between the Class A Noteholders and the other Classes of Noteholders, the Note Trustee shall have regard only to the interests of the Class A Noteholders whose interests shall prevail,
- (b) (if there are no Class A Notes outstanding) there is a conflict between the Class B Noteholders and the other Classes of Noteholders, the Note Trustee shall have regard only to the interests of the Class B Noteholders whose interests shall prevail,
- (c) (if there are no Class A Notes or Class B Notes outstanding) there is a conflict between the Class C Noteholders and the other Classes of Noteholders, the Note Trustee shall have regard only to the interests of the Class C Noteholders whose interests shall prevail,
- (d) (if there are no Class A Notes, Class B Notes or Class C Notes outstanding) there is a conflict between the Class D Noteholders and the other Classes of Noteholders, the Note Trustee shall have regard only to the interests of the Class D Noteholders whose interests shall prevail, and
- (e) (if there are no Class A Notes, Class B Notes, Class C Notes or Class D Notes outstanding) there is a conflict between the Class E Noteholders and the other Classes of Noteholders, the Note Trustee shall have regard only to the interests of the Class E Noteholders whose interests shall prevail

19 2 4 **Note Trustee's discretion** the Note Trustee shall (save as expressly otherwise provided herein) as regards all the trusts, powers, authorities and discretions vested in it by this Note Trust Deed or by operation of law have absolute and uncontrolled discretion as to the exercise or non-exercise thereof and the Note Trustee shall not be responsible for any Liability that may result from the exercise or non-exercise thereof but, whenever the Note Trustee is under the

provisions of this Note Trust Deed bound to act whether at the request or direction of the Noteholders or otherwise, the Note Trustee shall nevertheless not be so bound unless first indemnified and/or secured and/or prefunded to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all Liabilities which it may incur by so doing. Without limiting the general statement above, the Note Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction or, to the extent applicable, of England. Furthermore, the Note Trustee may also refrain from taking such act if it would otherwise render it liable to any person in that jurisdiction or England or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or in England or if it is determined by any court or other competent authority in that jurisdiction or in England that it does not have such power,

- 19 2 5 ***Note Trustee's consent*** any consent given by the Note Trustee for the purposes of this Note Trust Deed, the Notes and the other Issuer Documents may be given on such terms and subject to such conditions (if any) as the Note Trustee may require and (notwithstanding any provision to the contrary) may be given retrospectively,
  
- 19 2 6 ***Conversion of currency*** where it is necessary or desirable for any purpose in connection with this Note Trust Deed to convert any sum from one currency to another it shall (unless otherwise provided by this Note Trust Deed or required by law) be converted at such rate(s) of exchange, in accordance with such method and as at such date for the determination of such rate(s) of exchange as may be specified by the Note Trustee in its absolute discretion as relevant and any rate of exchange, method and date so specified shall be binding on the Issuer, the Noteholders and the other Secured Creditors,
  
- 19 2 7 ***Application of proceeds*** the Note Trustee shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes, the exchange of any Global Note Certificates for Regulation S Individual Note Certificates or the delivery of any Note or Certificate to the persons entitled to them,
  
- 19 2 8 ***Agents*** the Note Trustee may, in the conduct of the trusts created pursuant to this Note Trust Deed instead of acting personally, employ and pay an agent on any terms, whether or not a lawyer or other professional person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Note Trustee (including the receipt and payment of money) and provided that Note Trustee shall not have been negligent in the selection of such agent, the Note Trustee shall not in any way or to any extent be responsible for any Liability incurred by reason of the misconduct, omission or default on the part of any person appointed by it hereunder or be bound to supervise the proceedings or acts of, and shall not in any way or to any extent be responsible for any liability incurred by any misconduct or default on the part of, any such person (except to the extent that (i) the Note Trustee has been negligent in the selection of such agent, (ii)

having become aware of any misconduct, omission or default on the part of such agent, the Note Trustee has failed to exercise reasonable care to remedy such misconduct, omission or default, or (iii) the Note Trustee has actually recovered any amounts from such agent in respect of any misconduct, omission or default on the part of such agent (which the Note Trustee agrees that it shall use reasonable endeavours to do)),

19 2 9 **Delegation** the Note Trustee may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in it by this Note Trust Deed, act by responsible officer(s) for the time being of the Note Trustee and the Note Trustee may also whenever it thinks fit, whether by power of attorney or otherwise, delegate to any person(s) or fluctuating body of persons (whether being a joint trustee of this Note Trust Deed or not) all or any of the trusts, powers, authorities and discretions vested in it by this Note Trust Deed and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate with the consent of the Note Trustee) as the Note Trustee may think fit in the interests of the Noteholders and, if the Note Trustee exercises reasonable care in selecting any such person, and the Note Trustee shall not be bound to supervise the proceedings or acts of and shall not in any way or to any extent be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of such delegate or sub-delegate (except to the extent that the (i) Note Trustee has been negligent in the selection of such delegate or sub-delegate, (ii) having become aware of any misconduct, omission or default on the part of such delegate or sub-delegate, the Note Trustee has failed to exercise reasonable care to remedy such misconduct, omission or default, or (iii) the Note Trustee has actually recovered any amounts from such delegate or sub-delegate in respect of any misconduct, omission or default on the part of such delegate or sub-delegate (which the Note Trustee agrees that it shall use reasonable endeavours to do)),

19 2 10 **Custodians and nominees** the Note Trustee may appoint and pay any person to act as a custodian or nominee on any terms in relation to such assets of the trust as the Note Trustee may determine, including for the purpose of depositing with a custodian this Note Trust Deed or any other Issuer Documents and, if the Note Trustee shall not have been negligent in the selection of such custodian or nominee, the Note Trustee shall not in any way or to any extent be responsible for any Liability incurred by reason of the misconduct, omission or default on the part of any person appointed by it hereunder or be bound to supervise the proceedings or acts of, and shall not in any way or to any extent be responsible for any liability incurred by any misconduct or default on the part of, any such person (except to the extent that the (i) Note Trustee has been negligent in the selection of such custodian or nominee, (ii) having become aware of any misconduct, omission or default on the part of such custodian or nominee, the Note Trustee has failed to exercise reasonable care to remedy such misconduct, omission or default, or (iii) the Note Trustee has actually recovered any amounts from such custodian or nominee in respect of any misconduct, omission or default on the part of such custodian or nominee (which the Note Trustee agrees that it shall use

reasonable endeavours to do)), the Note Trustee is not obliged to appoint a custodian if the Note Trustee invests in securities payable to bearer, and

- 19 2 11 **Confidential information** the Note Trustee shall not (unless required by law or ordered so to do by a court of competent jurisdiction) be required to disclose to any Noteholder, any Secured Creditor or any other person confidential information or other information made available to the Note Trustee by the Issuer in connection with this Note Trust Deed or the Issuer Documents and no Noteholder, any Secured Creditor or any other person shall be entitled to take any action to obtain from the Note Trustee any such information **provided, however, that**, for U S federal income tax purposes, all persons may disclose to any and all persons, without limitation of any kind, the U S federal, state and local tax treatment of the Notes and the Issuer, any fact that may be relevant to understanding the U S federal, state and local tax treatment of the Notes and the Issuer and all materials of any kind (including opinions or other tax analyses) relating to such U S federal, state and local tax treatment and that may be relevant to understanding such tax treatment,
- 19 2 12 **Noteholders as a class** without prejudice to the provisions of Clause 19 2 3 (*Consideration of the interests of the Noteholders and the other Secured Creditors*) whenever in this Note Trust Deed the Note Trustee is required in connection with any exercise of its powers, trusts, authorities or discretions to have regard to the interests of the Noteholders or any class of them, it shall have regard to the interests of the Noteholders as a single class or, as the case may be, the relevant class thereof The Note Trustee shall not be obliged to have regard to the consequences (including the tax consequences) of such exercise for any individual Noteholder resulting from his or its being for any purpose domiciled or resident in, or otherwise connected in any way with, or subject to the jurisdiction of, any particular territory or taxing jurisdiction,
- 19 2 13 **Determination of material prejudice and Rating Confirmation** notwithstanding that none of the Note Trustee and the Noteholders have any right of recourse against the Rating Agencies in respect of any Rating Confirmation given by such Rating Agencies and relied upon by the Note Trustee pursuant to this Clause 19 2 13, the Note Trustee may call for and shall be entitled to take into account, in considering whether for the purposes of exercising any power, trust, authority, duty or discretion under or in relation to the Notes, this Note Trust Deed or any of the other Issuer Documents, that such exercise will not be materially prejudicial to the interests of the Noteholders and the other Secured Creditors, a Ratings Confirmation, **provided that** the Note Trustee shall continue to be responsible for taking into account all other matters which would be relevant to such consideration In being entitled to take into account any Rating Confirmation given by the Rating Agencies that the then current rating of the relevant Notes would not be adversely affected, it is expressly agreed and acknowledged by the Note Trustee and specifically notified to the Noteholders and the other Secured Creditors (and to which they are bound by the Note Conditions) that the above does not impose or extend any actual or contingent liability for the Rating Agencies, the Servicer or the Cash Manager to the Note Trustee, the Noteholders and the other Secured Creditors or any other person or create any

legal relations between the Rating Agencies, the Servicer or the Cash Manager and the Note Trustee, the Noteholders or any other person whether by way of contract or otherwise,

19 2 14 ***Determination of material prejudice and reliance:*** the Note Trustee shall be entitled but not obliged to assume (without any Liability for doing so), for the purposes of exercising any power, trust, authority, duty or discretion under or in relation to the Notes or the Transaction Documents, that such exercise will not be materially prejudicial to the interests of the Noteholders or any Class of them if

- (a) the Servicer has, in its opinion formed on the basis of due consideration, confirmed in writing that the then current rating of the Notes or such class of them would not be adversely affected by such exercise, or
- (b) in the Note Trustee's reasonable opinion, such exercise would not
  - (i) adversely impact on the Issuer's ability to make payments when due in respect of the Notes or such class of them, or
  - (ii) affect the legality, validity or enforceability of any of this Note Trust Deed and the Issuer Documents or any Security created thereby,

19 2 15 ***Determination of material prejudice and reliance on advice:*** where the Note Trustee is required to consider whether any event or the exercise by it of any power, trust, authority, duty or discretion, under or in relation to the Notes or the Issuer Documents is or will be materially prejudicial to the interests of the Noteholders or any class of them, the Note Trustee shall be entitled to call for and rely and act upon the advice or opinion of any reputable financial or other adviser (whether or not such financial or other adviser shall be a Secured Creditor or other party to any Issuer Document) and, if relied upon by the Note Trustee, shall be binding on the Noteholders and the Note Trustee shall not incur any Liability by reason of so acting or relying,

19 2 16 ***Determination of manifest error:*** for the purposes of making a determination under or in relation to the Notes or the Issuer Documents a manifest error shall include, without limitation, an oversight which in the Note Trustee's opinion is so obvious as to admit no difference of opinion as between the parties to the Issuer Document. In making such determination, the Note Trustee shall be entitled to consider such documentation (including the other Issuer Documents) as it deems appropriate. Any such determination made in accordance with these provisions shall be binding on the Secured Creditors,

19 2 17 ***No obligation to monitor performance*** the Note Trustee shall be under no obligation to monitor or supervise the performance by the Issuer or any of the other Transaction Parties of their respective obligations under the Issuer Documents or under the Notes or any other agreement or document relating to the transactions herein or therein contemplated and shall be entitled, in the absence of actual knowledge of a breach of obligation, to assume that each

such person is properly performing and complying with its obligations and that no Pay Out Event (as defined in Schedule 1 (*Master Definitions Schedule*) to the Master Framework Agreement) has occurred, unless it receives express notice to the contrary,

19 2 18 ***Maintenance of Rating*** the Note Trustee shall not be responsible for the maintenance of the Ratings, for the consequence on any Rating of any exercise of its duties, powers and discretions or for the obtaining or maintaining of any listing in respect of the Notes,

19 2 19 ***Responsibility for determination of certain matters*** the Note Trustee acknowledges that the Agent Bank is responsible, pursuant to the Note Conditions for determining the amount of principal and interest payable and the Note Trustee shall have no responsibility to recalculate any such amounts notwithstanding a manifest error therein. If the Agent Bank does not at any time for any reason determine such amounts, the Note Trustee (or an agent on its behalf) may so determine the same and such calculation shall be deemed to have been made by the Agent Bank pursuant to the Note Conditions and the Note Trustee shall have no liability in respect thereof,

### 19 3 **Financial matters**

19 3 1 ***Professional charges*** any Note Trustee being a banker, lawyer, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him or his partner or firm on matters arising in connection with the trusts of this Note Trust Deed and also his properly incurred charges in addition to disbursements for all other work and business done and all time spent by him or his partner or firm on matters arising in connection with this Note Trust Deed and for the avoidance of doubt, such matters, work and business done as contemplated by this Clause 19.3 1 include any matters, work and business done by the Note Trustee, his partner or firm which might have been attended to in person by a trustee not being a banker, lawyer, broker or other professional person,

19 3 2 ***Expenditure by the Note Trustee*** nothing contained in this Note Trust Deed, the Issuer Documents shall require the Note Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it. The Note Trustee may refrain from taking any action or exercising any right, power, authority or discretion vested in it under this Note Trust Deed, any other Issuer Document, the Secured Property or any other agreement relating to the transaction herein or therein contemplated or from taking any action to enforce the Security until it has been indemnified and/or secured and/or prefunded to its satisfaction against any and all Liabilities which might be brought, made or conferred against or suffered, incurred or sustained by it as a result (which may include payment on account),



19 3 3 ***Note Trustee may enter into financial transactions with the Issuer*** neither the Note Trustee nor any director or officer of any corporation being the Note Trustee shall by reason of the fiduciary position of the Note Trustee be in any way precluded from making any contracts or entering into any transactions in the ordinary course of business with the Issuer or any other Transaction Party, or any person or body corporate directly or indirectly associated with the Issuer or such other party, or from accepting the trusteeship of any other debenture stock, debentures or securities of the Issuer or any person or body corporate directly or indirectly associated with the Issuer, and neither the Note Trustee nor any such director or officer shall be accountable to the Noteholders, the other Secured Creditors, the Transaction Parties, the Issuer or any other person or body corporate directly or indirectly associated with the Issuer for any profit, fees, commissions, interest, discounts or share of brokerage earned, arising or resulting from any such contracts or transactions and the Note Trustee and any such director or officer shall also be at liberty to retain the same for its or his own benefit,

19 3 4 ***Note Trustee not accountable for profits*** neither the Note Trustee nor any company associated with it nor any director or officer of any corporation being the Note Trustee shall be accountable to the Noteholders, the other Secured Creditors, the Security Beneficiaries, the Issuer or any other Transaction Party or any person or body corporate directly or indirectly associated with the Issuer or any other Transaction Party for any profit, fees, commissions, interest, discounts or share of brokerage earned, arising or resulting from (i) any contracts or transactions referred to in paragraph 5 (*Services Non-Exclusive*) of the Common Terms and the Note Trustee and any such associated company or director or officer shall also be at liberty to retain the same for its or his own benefit, and (ii) the deposit of monies with any company associated with it which is a bank save that the Note Trustee shall account for the standard amount of interest paid by it to a standard customer in respect of a deposit of the type made, and

19 3 5 ***Noteholder appraisal of financial condition*** each Noteholder and each other Secured Creditor shall be solely responsible for making its own independent appraisal of and investigation into the financial condition, creditworthiness, affairs, status and nature of the Issuer, the other Transaction Parties and the Note Trustee shall not at any time have any responsibility for any such appraisal or investigation and no Noteholder or other Secured Creditors shall rely on the Note Trustee in respect thereof

#### 19 4 **Matters relating to the Security**

19 4 1 ***Reliance on title to the Security*** the Note Trustee may accept without investigation, requisition or objection such right and title as the Issuer may have to any of the Secured Property and the other Security created in favour of the Note Trustee by this Note Trust Deed and shall not be bound or concerned to examine or enquire into or be liable for any defect or failure in the right or title of the Issuer or any other person to all or any of the Secured Property whether such defect or failure was known to the Note Trustee or might have been discovered upon examination or enquiry and whether capable of remedy or not,

- 19 4 2 **Registration and perfection of the Security** the Note Trustee shall not be liable for any failure, omission or defect in perfecting, protecting or further assuring the Security including
- (a) any failure, omission or defect in registering or filing or procuring registration or filing of, or otherwise protecting or perfecting the Security or the priority thereof or the right or title of any person in or to the assets comprised in the Security, and
  - (b) any failure or omission to require any further assurances in relation to the Security,
- 19 4 3 **Adequacy of the Security** the Note Trustee shall not be responsible for any unsuitability, inadequacy or unfitness of any Secured Property as security for the Secured Obligations and shall not be obliged to make any investigation into, and shall be entitled to assume, the suitability, adequacy and fitness of the Secured Property as security for the Secured Obligations,
- 19 4 4 **Monitoring** the Note Trustee shall not be responsible for investigating, monitoring or supervising the observance or performance of any obligation by any person in respect of the Secured Property or otherwise,
- 19 4 5 **No responsibility for Security** the Note Trustee shall not be responsible for any Liabilities occasioned to the Security however caused, whether by an act or omission of the Issuer or any other party to the Issuer Documents or any other person (including any bank, broker, depositary, custodian or other intermediary or any clearing system or operator thereof) acting in accordance with or contrary to the provisions of any of the Issuer Documents or otherwise and irrespective of whether the Security is held by or to the order of any of such persons,
- 19 4 6 **Insurance** without prejudice to the provisions of any Issuer Document relating to insurance, the Note Trustee shall not be under any obligation to insure any of the Security or any deeds or documents of title or other evidence in respect of the Security or to require any other person to maintain any such insurance or monitor the adequacy of any such insurance and shall not be responsible for any Liability which may be suffered by any person as a result of the lack of or inadequacy of any such insurance,
- 19 4 7 **Depreciation in value** until the delivery of an Enforcement Notice, the monies standing to the credit of any account comprised in the Secured Property shall be dealt with in accordance with the provisions of the Issuer Documents and the Note Trustee shall not be responsible in such circumstances or at any other time for any Liability suffered by any person, whether by reason of depreciation in value or by fluctuation in exchange rates or otherwise,
- 19 4 8 **No liability for loss** the Note Trustee will not be liable for any decline in the value of, or any loss realised upon any sale or other disposition pursuant to this Note Trust Deed, any of the Secured Property In particular and without limitation, the Note Trustee shall not be liable for any such decline or loss

directly or indirectly arising from its acting or failing to act as a consequence of an opinion reached by it in good faith based on advice received by it in accordance with this Note Trust Deed and the Note Conditions,

19 4 9 **Liability to Tax** the Note Trustee shall have no responsibility whatsoever to the Issuer, any Noteholder or any other Secured Creditor or any Security Beneficiary as regards any deficiency which might arise because the Note Trustee is subject to any Tax in respect of all or any of the Secured Property, the income therefrom or the proceeds thereof,

19 4 10 **Responsibility:** the Note Trustee shall not be responsible for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or suitability of any Issuer Documents or other documents entered into in connection therewith, nor shall it be responsible or liable to any person because of any invalidity of any provisions of such documents or the unenforceability thereof, whether arising from statute, law or decision of any court The Note Trustee shall not have any responsibility for, or have any duty to make any investigation in respect of or in any way be liable whatsoever for

- (a) the nature, status, creditworthiness or solvency of the Transferor, the Issuer or any Obligor or any other person or entity who has at any time provided any security or support whether by way of guarantee, charge or otherwise in respect of any advance made to the Transferor, the Issuer or any Obligor,
- (b) the execution, legality, validity, adequacy, admissibility in evidence or enforceability of the Issuer Documents or any other document entered into in connection therewith,
- (c) the title, ownership, value, sufficiency or existence of any Receivables,
- (d) the scope or accuracy of any representations, warranties or statements made by or on behalf of the Transferor, the Issuer and any Obligor in any application for any advance or any document entered into in connection therewith,
- (e) the performance or observance by any party of any provisions of the Note Conditions or in any document entered into in connection with the Notes or the fulfilment or satisfaction of any conditions contained therein or relating thereto or as to the existence or occurrence at any time of any default, event of default or similar event contained therein or waiver or consent which has at any time been granted in relation to any of the foregoing,
- (f) the registration, filing, protection or perfection of any assignment or security interest or the priority of the security thereby created,
- (g) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection herewith,

- (h) the suitability, adequacy or sufficiency of the Credit Guidelines and any arrears and enforcement procedures operated by the Originator,
- (i) the failure by the Transferor, the Loan Note Issuer, the Issuer or the Servicer to obtain or comply with any licence, consent or other authority in connection with the origination, sale, purchase or administration of any of the Receivables or the failure to effect or procure registration of or to give notice to any person in relation to the Receivables Securitisation Deed or any other Issuer Documents or otherwise protect interests in, and/or the security created or purported to be created by or pursuant to any of the Issuer Documents over any of the Receivables or other documents entered into in connection therewith,
- (j) the failure to call for delivery of documents of title to or require any transfers, legal mortgages, charges or other further assurances in relation to any of the assets the subject matter of any of the Issuer Documents or any other document,
- (k) any accounts, books, records or files maintained by the Loan Note Issuer, the Receivables Trustee, the Transferor, the Issuer or any other person in respect of any of the Receivables,
- (l) any other matter or thing relating to or in any way connected with any Receivables or any document entered into in connection therewith, whether or not similar to the foregoing,
- (m) any deficiency in amounts payable to Noteholders by virtue of the Note Trustee being liable to tax or obliged to deduct tax in respect of sums received, held or paid out by it under the Issuer Documents, or
- (n) the compliance of any person with any Requirement of Law (including, without prejudice to the foregoing, the CCA),

19.4.11 ***No duty to creditors except payment*** in acting as Note Trustee under the Issuer Documents, the Note Trustee shall not assume any duty or responsibility toward any Secured Creditors or any Security Beneficiary (other than the Noteholders) other than to pay to any such party any monies received and payable to it in accordance with Clause 15.1 (*Priority of Payments*) prior to and post enforcement and shall have regard solely to the interests of the Noteholders, and

19.4.12 ***No responsibility to monitor Notes*** the Note Trustee shall not be responsible for monitoring whether or not an Event of Default has occurred and shall have no obligation to give an Enforcement Notice or to procure the giving of such, or to instruct any party to give such a notice or to act in any way, unless it has been instructed and indemnified and/or secured and/or prefunded in accordance with Clause 13 (*Enforcement*)

Subject to Section 750 and 751 of the Companies Act 2006 (if applicable) nothing contained in this Note Trust Deed shall, in any case in which the Note Trustee has

failed to show the degree of care and diligence required of it as trustee having regard to the provisions of this Note Trust Deed conferring on it any powers, authorities or discretions, (i) exempt the Note Trustee from or indemnify it against any liability which by virtue of any rule of law would otherwise attach to it in respect of any fraud, gross negligence or wilful default of which it may be guilty in relation to its duties under this Note Trust Deed or (ii) relieve the Note Trustee from liability for its fraud, own gross negligence or wilful default

#### **19 5 Disapplication**

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Note Trustee in relation to the trusts constituted by this Note Trust Deed. Where there are any inconsistencies between the Trustee Acts and the provisions of this Note Trust Deed, the provisions of this Note Trust Deed shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000, the provisions of this Note Trust Deed shall constitute a restriction or exclusion for the purposes of such act

#### **20 WAIVER; AUTHORISATION; DETERMINATION; MODIFICATION; SUBSTITUTION OF PRINCIPAL DEBTOR**

##### **20 1 Waiver**

The Note Trustee may, without any consent or sanction of the Noteholders or any other Secured Creditor or Security Beneficiary and without prejudice to its rights in respect of any subsequent breach, condition, event or act, from time to time and at any time, but only if and in so far as in its opinion the interests of the holders of the Most Senior Class of Notes shall not be materially prejudiced thereby, (i) authorise or waive, on such terms and conditions (if any) as it may decide, any breach or proposed breach of any of the covenants or other provisions contained in this Note Trust Deed or the Notes or any of the other Issuer Documents or (ii) determine that any Event of Default in relation to the Notes shall not, or shall not subject to specified conditions, be treated as such for the purposes of this Note Trust Deed or the Notes any such authorisation, waiver or determination shall be binding on the Noteholders, the other Secured Creditors and the Security Beneficiaries and, unless the Note Trustee agrees otherwise, the Issuer shall cause such authorisation, waiver or determination to be notified to the Noteholders, the other Secured Creditors and the Security Beneficiaries as soon as practicable thereafter in accordance with the Note Conditions, **provided that** the Note Trustee shall not exercise any powers conferred upon it by this Clause 20 1 in contravention of any express direction by an Extraordinary Resolution of the Most Senior Class of Notes or of a request in writing made by the holders of not less than 25 per cent in aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding (but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any such breach or proposed breach relating to Basic Terms Modification unless the holders of each affected Class of outstanding Notes have by Extraordinary Resolution, so authorised its exercise

## 20 2 Modifications

The Note Trustee may, without any consent or sanction of the Noteholders or any other Secured Creditor or Security Beneficiary at any time and from time to time concur with the Issuer in making any modification to this Note Trust Deed or the Note Conditions or any of the other Issuer Documents (other than any Basic Terms Modification as specified in Schedule 4 (*Provisions for Meetings of Noteholders*)) or give any consent or direction sought by the Issuer as a Loan Note Holder under the terms of the Security Trust Deed and Cash Management Agreement, each Loan Note Supplement and the terms of the Loan Notes, **provided that** the Note Trustee is of the opinion that such modification, consent or direction (i) will not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes or (ii) is of a formal, minor or technical nature or to correct a manifest error

Any such modification, consent or direction shall be binding upon the Noteholders and the other Secured Creditors and Security Beneficiaries and, unless the Note Trustee agrees otherwise, shall be notified by the Issuer to the Noteholders and the other Secured Creditors in accordance with the Note Conditions. In addition, so long as any of the Notes are rated by the Rating Agencies, any such modification shall be notified in writing by the Issuer to the Rating Agencies as soon as reasonably practicable thereafter

## 20 3 Substitution

20 3 1 The Note Trustee may, without the consent of the Noteholders or any other Secured Creditor or the Security Beneficiary, agree with the Issuer to the substitution in place of the Issuer or any previous Substituted Issuer (as defined below) as the principal debtor in respect of the Notes and Issuer Documents of any other body corporate (the "**Substituted Issuer**") **provided that**

- (a) a note trust deed is executed or some other written form of undertaking is given by the Substituted Issuer to the Note Trustee, in form and manner satisfactory to the Note Trustee, agreeing to be bound by the terms of this Note Trust Deed, the other Issuer Documents and the Notes with any consequential amendments which the Note Trustee may deem appropriate as fully as if the Substituted Issuer had been named in this Note Trust Deed, the other Issuer Documents and in the Note Conditions as the principal debtor in place of the Issuer (or of any previous substitute under this Clause 20 3),
- (b) the Issuer (or any previous substitute) and the Substituted Issuer execute such other deeds, documents and instruments (if any) as the Note Trustee may require and comply with such other requirements as the Note Trustee may direct,

- (c) where all or substantially all the assets of the Issuer (or any previous substitute) are transferred to the Substituted Issuer, the Substituted Issuer
  - (i) acquires the Issuer's (or such previous substitute's) equity of redemption and other rights and interests in and to the Secured Property (other than the undertaking of the Issuer or any previous substitute),
  - (ii) becomes a party to this Note Trust Deed and the other Issuer Documents to which the Issuer (or such previous substitute) is a party;
  - (iii) acknowledges the Security and the other matters created and effected in respect thereof pursuant to this Note Trust Deed, and
  - (iv) takes all such action as the Note Trustee may require so that the Secured Property continues to be subject to the Security and the other matters created and effected in respect thereof pursuant to this Note Trust Deed are maintained in all material respects,
- (d) (unless all or substantially all of the assets of the Issuer or any previous substitute are transferred to the Substituted Issuer) an unconditional and irrevocable guarantee secured on the Secured Property in form and substance satisfactory to the Note Trustee is given by the Issuer (or such previous substitute) of the obligations of any Substituted Issuer under this Note Trust Deed, the Notes and the other Issuer Documents,
- (e) the Note Trustee is satisfied that (i) the Substituted Issuer has obtained all governmental and regulatory approvals and consents necessary for its assumption of liability as principal debtor in respect of this Note Trust Deed, the Notes and the other Secured Obligations in place of the Issuer (or such previous substitute as aforesaid) and (ii) such approvals and consents are at the time of substitution in full force and effect,
- (f) the Substituted Issuer is a single purpose company similar to, and with like constitution as, and having substantially the same restrictions and prohibitions on its activities and operations as the Issuer, and which undertakes to be bound by provisions corresponding to those set out in the Note Conditions and satisfies the SPV Criteria,
- (g) the Note Trustee is satisfied that the said substitution is not materially prejudicial to the interests of the Noteholders,
- (h) the Note Trustee is provided with legal opinions in respect of such substitution in form and substance satisfactory to it, and
- (i) the Servicer has provided a Ratings Confirmation

20 3 2 In connection with any proposed substitution of the Issuer or, as the case may be, any previous Substituted Issuer, the Note Trustee, may in its absolute

discretion without the consent of the Noteholders and/or the other Secured Creditors, agree to a change of the law from time to time governing the Notes and/or the Issuer Documents **provided that** such change of governing law, in the opinion of the Note Trustee, would not be materially prejudicial to the interests of the Noteholders

- 20 3 3 The Note Trustee shall be entitled to refuse (acting reasonably) to approve any Substituted Issuer if, pursuant to the law of the country of incorporation of the Substituted Issuer, the assumption by the Substituted Issuer of its obligations hereunder imposes responsibilities and Liabilities on the Note Trustee over and above those which have been assumed under this Note Trust Deed
- 20 3 4 If any two directors of the Substituted Issuer certify that immediately prior to the assumption of its obligations as Substituted Issuer under this Note Trust Deed and the Issuer Documents to which it is to become a party the proposed Substituted Issuer is solvent after taking account all prospective and contingent liabilities resulting from its becoming the Substituted Issuer, the Note Trustee need not have regard to the financial condition, profits or prospects of the proposed Substituted Issuer or compare the same with those of the Issuer (or of any previous substitute under this sub-clause) or have regard to the possibility of avoidance of the Security or any part thereof on the grounds of insolvency or the proximity to insolvency, liquidation
- 20 3 5 In connection with any proposed substitution, the Note Trustee shall not have regard to, or be in any way liable for, the consequences of such substitution for individual Noteholders or the other Secured Creditors or Security Beneficiaries resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of any particular territory No Noteholder or other Secured Creditor shall, in connection with any such substitution, be entitled to claim from the Issuer any indemnification or payment in respect of any tax consequence of any such substitution upon individual Noteholders or other Secured Creditors
- 20 3 6 Any agreement by the Note Trustee pursuant to Clause 20 3 1 shall, if so expressed, operate to release the Issuer (or such previous substitute) from any or all of its obligations as principal debtor under the Notes, this Note Trust Deed and from the other Secured Obligations but without prejudice to its liabilities under any guarantee given pursuant to Clause 20 3 1(d)
- 20 3 7 Not later than 14 days after the execution of any documents required to be executed pursuant to Clause 20 3 1 and after compliance with any requirements of the Note Trustee under such Clause, the Substituted Issuer shall cause notice thereof to be given to the Noteholders and the other Secured Creditors in accordance with the Note Conditions and the Issuer Documents
- 20 3 8 Upon the execution of such documents as are required to be executed pursuant to Clause 20 3 1 and compliance with any requirements of the Note Trustee under such Clause, the Substituted Issuer shall be deemed to be named in the Note Trust Deed, the Notes and the other Issuer Document as the principal debt in place of the Issuer (or of any previous substitute under this Clause) and this Note Trust Deed, the Note and the other Issuer Documents shall thereupon



be deemed to be amended in such manner as shall be necessary to give effect to the substitution. Any references to the Issuer (or any previous substitute) in this Note Trust Deed, the Notes and the other Issuer Document shall be deemed to be references to the Substituted Issuer.

**21 NEW NOTE TRUSTEE; SEPARATE AND CO-NOTE TRUSTEES; NOTE TRUSTEE INFORMATION**

**21.1 Appointment of a new Note Trustee**

The power to appoint a new trustee of this Note Trust Deed shall be vested in the Issuer but no person shall be appointed who shall not previously have been approved by an Extraordinary Resolution of the holders of the Most Senior Class of Notes. One or more persons may hold office as trustee or trustees of this Note Trust Deed but such trustee or trustees shall be or include a Trust Corporation. Whenever there shall be more than two trustees of this Note Trust Deed the majority of such trustees shall be competent to execute and exercise all the duties, powers, trusts, authorities and discretions vested in the Note Trustee by this Note Trust Deed, **provided that** a Trust Corporation shall be included in such majority.

**21.2 Co-trustee**

21.2.1 Notwithstanding the provisions of Clause 21.1 (*Appointment of a new Note Trustee*), at any time, the Note Trustee, upon giving prior notice to the Issuer (but without the consent of the Issuer or the Noteholders or any other Secured Creditor or Security Beneficiary), shall have the power and may execute and deliver all instruments to appoint one or more persons established or resident in any jurisdiction (whether a Trust Corporation or not) to act as a co-Note Trustee, or separate Note Trustee or separate Note Trustees, with respect to all or any part of the Secured Property in respect of the Notes, and to vest in such person or persons, in such capacity and for the benefit of the Secured Creditors of the Notes, such title to the Secured Property in respect of the Notes or any part thereof, and, subject to the other provisions of this Clause 21.2, such powers, duties, obligations, rights and trusts, as the Note Trustee may consider necessary or desirable.

- (a) if the Note Trustee considers such appointment to be in the interests of the Noteholders, or
- (b) for the purposes of conforming to any legal requirements, restrictions or conditions in any jurisdiction in which any particular act or acts is or are to be performed, or
- (c) for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction of either a judgment already obtained or any of the provisions of this Note Trust Deed against the Issuer.

21 2 2 Every separate Note Trustee and co-Note Trustee shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions

- (a) all rights, powers, duties and obligations conferred or imposed upon the Note Trustee shall be conferred or imposed upon and exercised or performed by the Note Trustee and such separate Note Trustee or co-Note Trustee jointly (it being understood that such separate Note Trustee or co-Note Trustee is not authorised to act separately without the Note Trustee joining in such act), except to the extent that under any laws of any jurisdiction in which any particular act or acts are to be performed (whether as Note Trustee hereunder or as successor to the Note Trustee hereunder), the Note Trustee shall be incompetent or unqualified to perform such act or acts, in which circumstances such rights, powers, duties and obligations (including the holding of title to the Secured Property in respect of the Notes or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate Note Trustee or co-Note Trustee, but solely at the direction of the Note Trustee,
- (b) no Note Trustee hereunder shall be personally liable by reason of any act or omission of any other Note Trustee hereunder, and
- (c) the Note Trustee may at any time accept the resignation of or remove any separate Note Trustee or co-Note Trustee, **provided that**, upon such resignation or removal, all title to any Secured Property, powers, duties, obligations, rights and trusts previously vested in such separate Note Trustee or co-Note Trustee shall immediately revert to the Note Trustee

21 2 3 Any notice, request or other writing given to the Note Trustee shall be deemed to have been given to each of the then separate Note Trustees and co-Note Trustees, as effectively as if given to each of them Every instrument appointing any separate Note Trustee or co-Note Trustee shall refer to this Note Trust Deed and the conditions of this Clause 21 (*New Note Trustee, Separate and Co-Note Trustees, Note Trustee Information*) Each separate Note Trustee and co-Note Trustee, upon its acceptance of the trusts conferred, shall be vested with the rights, trusts, powers, duties and obligations specified in its instrument of appointment, either jointly with the Note Trustee or separately, as may be provided therein, subject to all the provisions of this Note Trust Deed, specifically including every provision of this Note Trust Deed relating to the conduct of, affecting the liability of, or affording protection to, the Note Trustee Every such instrument shall be filed with the Note Trustee and a copy thereof given to the Issuer

21 2 4 Any separate Note Trustee or co-Note Trustee may at any time constitute the Note Trustee as its agent or attorney-in-fact with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this Note Trust Deed or any other Transaction Document on its behalf and in its name If any separate Note Trustee or co-Note Trustee shall become incapable of acting, resign or be removed, all of its rights, trusts, powers,

duties and obligations shall vest in and be exercised by the Note Trustee, to the extent permitted by law, without the appointment of a new or successor Note Trustee

- 21 2 5 The Note Trustee shall have power in like manner to remove any such person. Such reasonable remuneration as the Note Trustee may pay to any such person, together with any attributable Liabilities properly incurred by it in performing its function as such separate trustee or co-trustee shall for the purposes of this Note Trust Deed be treated as costs, charges and expenses incurred by the Note Trustee

### 21 3 Notification of appointment

Any appointment of a new trustee and/or any retirement or removal of an existing trustee of this Note Trust Deed shall as soon as practicable thereafter be notified by the Issuer to the Registrar and the Noteholders, the other Secured Creditors and to the Rating Agencies

### 21 4 Resignation

The Note Trustee, subject to Clause 21 6 (*Appointment of Successor*), may at any time resign and be discharged from its obligations and duties hereby created by giving written notice thereof to the Issuer. Upon receiving such notice of resignation, the Issuer shall give notice thereof to the Noteholders and the holders of the Most Senior Class of Notes shall be entitled to instruct the Issuer by way of Extraordinary Resolution, as to which person to appoint as a successor Note Trustee. The Issuer shall thereupon be vested with the power to appoint such person as successor Note Trustee and shall promptly make such appointment as detailed in Clause 21 7 (*Successor Note Trustee*) by written instrument, in duplicate, one copy of which instrument shall be delivered to the resigning Note Trustee and one copy to the successor Note Trustee. If no successor Note Trustee shall have been so appointed or shall be in the process of being so appointed within 60 days after the giving of such notice of resignation, the resigning Note Trustee shall be entitled to appoint a successor Note Trustee

### 21 5 Removal of Note Trustee

- 21 5 1 If at any time the Note Trustee shall be legally unable to act, or shall be adjudged insolvent, or a receiver of the Note Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Note Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Issuer shall notify the Noteholders, and the holders of the Most Senior Class of Notes shall be entitled to instruct the Issuer by way of an Extraordinary Resolution, whether to remove the Note Trustee and, if so, shall direct the Issuer as to which person to appoint as a successor Note Trustee. The Issuer shall, upon receiving such direction, promptly appoint such person as successor Note Trustee as detailed in Clause 21 7 (*Successor Note Trustee*) by written instrument, in duplicate, one copy of which instrument shall be delivered to the Note Trustee so removed and one copy to the successor Note Trustee.

21 5 2 The holders of the Most Senior Class of Notes may at any time resolve by way of an Extraordinary Resolution to direct the Issuer to remove the Note Trustee, such Extraordinary Resolution to contain a direction to the Issuer as to which person to appoint as a successor Note Trustee Upon receiving such Extraordinary Resolution, the Issuer shall be vested with the power to appoint such successor Note Trustee and shall promptly make such appointment as detailed in Clause 21 7 (*Successor Note Trustee*) by written instrument, in duplicate, one copy of which instrument shall be delivered to the Note Trustee being removed and one copy to the successor Note Trustee

#### **21 6 Appointment of Successor**

Any resignation or removal of the Note Trustee and appointment of a successor Note Trustee pursuant to any of the provisions of this Clause 21 shall not become effective until acceptance of appointment by the successor Note Trustee as provided in Clause 21 7 (*Successor Note Trustee*) (and any liability of the Note Trustee arising hereunder shall survive such appointment of a successor Note Trustee)

#### **21 7 Successor Note Trustee**

21 7 1 Any successor Note Trustee appointed as provided in this Clause 21 7 shall execute, acknowledge and deliver to the Issuer and to its predecessor Note Trustee an instrument accepting such appointment hereunder and the transfer of the interests of the predecessor Note Trustee in the Secured Property to such successor Note Trustee, and thereupon the resignation or removal of the predecessor Note Trustee shall become effective and such successor Note Trustee, without any further act, deed or conveyance, shall become fully vested with such interests in the Secured Property and all the rights, powers, duties and obligations of its predecessor hereunder, with the like effect as if originally named as Note Trustee herein The predecessor Note Trustee shall deliver to the successor Note Trustee all documents and statements held by it hereunder, and the parties to this Note Trust Deed and the predecessor Note Trustee shall execute and deliver such instruments and do such other things as may reasonably be required by the successor Note Trustee for fully and certainly vesting and confirming in the successor Note Trustee all such interests in Secured Property and such rights, powers, duties and obligations

21 7 2 Upon acceptance of appointment by a successor Note Trustee as provided in this Clause 21 7, such successor Note Trustee shall give notice of such succession hereunder to all Secured Creditors

#### **22 NOTE TRUSTEE'S POWERS ADDITIONAL**

The powers conferred upon the Note Trustee by this Note Trust Deed shall be in addition to any powers which may from time to time be vested in the Note Trustee by the general law or as a holder of any of the Notes

**23 NOTICE TO NOTEHOLDERS**

Any notice or communication to be given to Noteholders hereunder or under any other Issuer Document shall be given in accordance with the Note Condition 18 (*Notices*) and shall be copied to the Note Trustee, the Registrar and the Servicer

**IN WITNESS WHEREOF** this Note Trust Deed has been made as a deed by the parties hereto and is intended to be and is hereby delivered on the date first before written

## SCHEDULE 1

### TERMS AND CONDITIONS OF THE NOTES

The £222,300,000 Class A Asset Backed Floating Rate Notes due 2017 (the "**Class A Notes**"), the £27,000,000 Class B Asset Backed Floating Rate Notes due 2017 (the "**Class B Notes**"), the £16,800,000 Class C Asset Backed Floating Rate Notes due 2017 (the "**Class C Notes**"), the £12,600,000 Class D Asset Backed Floating Rate Notes due 2017 (the "**Class D Notes**"), the £7,800,000 Class E Asset Backed Floating Rate Notes due 2017 (the "**Class E Notes**") and the £6,600,000 Class F Asset Backed Floating Rate Notes due 2017 (the "**Class F Notes**" and, together with the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the "**Notes**") of NewDay Partnership Funding 2014-1 Plc (the "**Issuer**") were issued on or about 18 December 2014 (the "**Series 2014-1 Closing Date**") and are the subject of (a) a note trust deed dated on or about the Series 2014-1 Closing Date as from time to time amended or supplemented (the "**Note Trust Deed**") between the Issuer and Citicorp Trustee Company Limited as trustee (the "**Note Trustee**", which expression includes any successor trustee(s) appointed from time to time in connection with the Notes) and (b) a paying agency and agent bank agreement dated on or about 18 December 2014 as from time to time amended or supplemented (the "**Paying Agency and Agent Bank Agreement**") between, amongst others, the Issuer, Citibank, N A , London Branch, as principal paying agent and as agent bank (in such respective capacities, the "**Principal Paying Agent**" and the "**Agent Bank**", which expressions include any successor principal paying agent or agent bank appointed from time to time in connection with the Notes under the Paying Agency and Agent Bank Agreement), any other paying agents appointed thereunder (together with the Principal Paying Agent, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes, and the Paying Agents and the Agent Bank together the "**Agents**") and as registrar (the "**Registrar**") and the Note Trustee. The security for the Notes is created pursuant to, and on the terms and conditions set out the Note Trust Deed. Terms not defined in these Note Conditions have the meanings given in the issuer master framework agreement dated on or about 18 December 2014 as from time to time amended or supplemented (the "**Issuer Master Framework Agreement**") between, *inter alios*, the Issuer, the Note Trustee, the Registrar, the Principal Paying Agent, the other Paying Agent and the Agent Bank and the rules of interpretation contained therein apply also to these Note Conditions. Certain provisions of these Note Conditions are summaries of the Note Trust Deed and the Paying Agency and Agent Bank Agreement and are subject to the detailed provisions of those documents. The holders of the Notes are bound by, and are deemed to have notice of, all the provisions of the Issuer Master Framework Agreement, the Note Trust Deed and the Paying Agency and Agent Bank Agreement applicable to them. Copies of the Issuer Master Framework Agreement, the Note Trust Deed and the Paying Agency and Agent Bank Agreement are available for inspection at the principal place of business for the time being of the Issuer and at the Specified Office of each Paying Agent. "**Series 2014-1 Loan Notes**" means each of the Class A Loan Note, the Class B Loan Note, the Class C Loan Note, the Class D Loan Note, the Class E Loan Note and the Class F Loan Note.

#### 1 **Form and Denomination**

- (a) The Notes are issued in registered form in the minimum denominations of £100,000 and integral multiples of £1,000 in excess thereof. The expression "**Notes**" includes beneficial interests in Notes registered in the name of a nominee for one or more Clearing Systems and the expression "**Noteholder**" shall, except where the context otherwise requires, mean and include any person entitled to any such beneficial interest.
- (b) The Principal Amount Outstanding (as defined in Note Condition 7 (*Redemption*)) of the Notes of each class, which are initially offered and sold outside the United States to non US Persons pursuant to Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**Securities Act**"), is represented by a global note certificate (each a "**Global Note Certificate**")

- (c) Beneficial interests in Notes registered in the name of a nominee for one or more Clearing Systems may be exchanged for individually registered holdings of Notes represented by individual serially-numbered note certificates ("**Individual Note Certificates**") and, together with the Global Note Certificates, the "**Note Certificates**") in the circumstances referred to in Note Condition 1(d) below
- (d) If, while any Notes are registered in the name of a nominee for one or more Clearing Systems and represented by a Global Note Certificate
  - (a) in the case of a Global Note Certificate held on behalf of Euroclear or Clearstream, Luxembourg, Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so, or
  - (b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political sub-division thereof), or of any authority therein or thereof having power to tax, or in the interpretation by a revenue authority or a court of, or in the administration of, such laws or regulations which become effective on or after the Series 2014-1 Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Notes which would not be required were the relevant Notes registered in the name of individual Noteholders and a certificate to such effect signed by an authorised director of the Issuer is delivered to the Note Trustee,

the Issuer will procure that the Registrar will, within 30 days of the relevant event, register as holders of the appropriate amount of Notes those persons whose accounts with the relevant Clearing Systems are credited with interests in the Notes represented by that Global Note Certificate. Each such person will, upon registration of their interest, be entitled to an Individual Note Certificate representing their holding of such Notes, which shall be delivered upon request. Beneficial interests in Notes held through the Clearing Systems will not be exchangeable for individually registered holdings of Notes, and Individual Note Certificates will not be issued, in any other circumstances.

- (e) For the purposes of these Note Conditions, "**outstanding**" means, in relation to the Notes, all the Notes other than
  - (i) those which have been redeemed in full in accordance with these Note Conditions,
  - (ii) those in respect of which the date for redemption, in accordance with the provisions of these Note Conditions, has occurred and for which the redemption monies (including all interest accrued thereon to such date for redemption) have been duly paid to the Note Trustee or the Principal Paying Agent in the manner provided for in the Paying Agency and Agent Bank Agreement (and, where appropriate, notice to that effect has been given to the Noteholders in accordance with Note Condition 18 (*Notices*)) and remain available for payment in accordance with the Note Conditions,
  - (iii) those which have been redeemed and surrendered for cancellation as provided for in Note Condition 7 (*Redemption*) and notice of the cancellation of which has been given to the Note Trustee, and
  - (iv) those which have become void under the Note Conditions,

provided that, for each of the following purposes, namely

- (A) the right to attend and vote at any meeting of Noteholders,
- (B) the determination of how many and which Notes are for the time being outstanding for the purposes of clause 19 6 (*Waiver*), clause 19 7 (*Modification*), clause 14 (*Proceedings*), clause 20 1 (*Appointment of a new Note Trustee*) and clause 11 (*Cancellation of Notes*) of the Note Trust Deed and Note Condition 11 (*Events of Default*), Note Condition 15(a) (*Meeting of Noteholders*) and Note Condition 16 (*Enforcement*) and Schedule 4 (*Provisions for Meetings of Noteholders*), and
- (C) any discretion, power or authority, whether contained in the Note Trust Deed or provided by law, which the Note Trustee is required to exercise in or by reference to the interests of the Noteholders or any of them,

those Notes (if any) which are for the time being held by the Issuer or a member of the NewDay Group, or for the benefit of the Issuer or a member of the NewDay Group, shall (unless and until ceasing to be so held) be deemed not to remain outstanding

## 2 Status

The Notes constitute direct, secured and unconditional obligations of the Issuer and Notes of each class will at all times rank *pari passu* without preference or priority among themselves

The Class A Notes will rank in priority to the Class B Notes, which will rank in priority to the Class C Notes, which will rank in priority to the Class D Notes, which will rank in priority to the Class E Notes, which will rank in priority to the Class F Notes

## 3 Title and Transfers

- (a) The person registered in the Register as the holder of any Note will (to the fullest extent permitted by applicable law) be deemed and treated at all times, by all persons and for all purposes (including the making of any payments), as the absolute owner of such Note regardless of any notice of ownership, theft or loss, of any trust or other interest therein or of any writing on the Note Certificate therefor or, if more than one person, the first named of such persons will be treated as the absolute owner of such Note
- (b) The Issuer shall cause to be kept, at the Specified Office of the Registrar, the Register on which shall be entered the names and addresses of the holders of the Notes and the particulars of the Notes held by them and of all transfers and redemptions of the Notes
- (c) No transfer of a Note will be valid unless and until entered on the Register
- (d) Transfers of the Notes and any entries on the Register relating thereto will be made subject to any restrictions on transfers set forth in these Note Conditions, the detailed regulations concerning transfers of such Notes contained in the Paying Agency and Agent Bank Agreement, the Note Trust Deed and the legend appearing on the face of the Note Certificates. In no event will the transfer of a Note be made absent, compliance with these Note Conditions and the regulations referred to above, and any purported transfer in violation of these Note Conditions or such regulations and other provisions shall be void *ab initio* and will not be honoured by the Issuer or the Note Trustee. The regulations referred to above may be changed by the Issuer with the prior written approval of the Registrar and the Note Trustee. A copy of the current regulations will be sent by the Principal Paying Agent or the Registrar to any holder of



a Note who so requests and will be available upon request at the Specified Office of the Registrar or the Principal Paying Agent

- (e) A Note may be transferred in whole or in part upon the surrender of the relevant Note Certificate, together with the form of transfer endorsed on it duly completed and executed, at the Specified Office of the Registrar or the Principal Paying Agent, **provided that** no such transfer shall be registered if it would result in either the transferee or the transferor holding less than the minimum denomination specified in Note Condition 1(a) (*Form and Denomination*). In the case of a transfer of part only of the Notes represented by a Note Certificate, new Note Certificates in respect of both the balance transferred and the balance remaining will be issued to each of the transferee and the transferor by or by order of the Registrar
- (f) Each new Note Certificate to be issued upon a transfer of any Notes will, within five Business Days of receipt of such request for transfer, be available for delivery at the Specified Office of the Registrar or the Principal Paying Agent, or be mailed at the risk of the holder entitled to the Notes represented thereby to such address as may be specified in such request
- (g) Registration of any transfer of Notes will be effected without charge by or on behalf of the Issuer or the Registrar, but upon payment of (or the giving of such indemnity as the Registrar may require in respect of) any tax or other governmental charges which may be imposed in relation to it
- (h) No holder of a Note may require the transfer of such Note to be registered during the period of 15 days ending on the due date for any payment of principal or interest on such Note
- (i) "Specified Office" has the meaning given in the Issuer Master Framework Agreement

#### 4 Security and Priority of Payments

##### (a) *Security*

As security for the payment of all monies payable in respect of the Notes and otherwise under the Issuer Documents (as defined in Note Condition 5(b)(i)) (including the remuneration, expenses and any other claims of the Note Trustee and any Receiver appointed under the Note Trust Deed), the Issuer will create the following security (the "**Security**") under the Note Trust Deed

- (i) an assignment by way of first fixed security to the Note Trustee as trustee for itself and for the other Secured Creditors of all of the Issuer's rights, title, interest and entire benefit in and to the Issuer Documents (to which the Issuer is a party) (and sums received or recoverable thereunder),
- (ii) an assignment by way of first fixed security to the Note Trustee as trustee for itself and the other Secured Creditors of all of the Issuer's rights, title and interest in the Series 2014-1 Loan Notes,
- (iii) an assignment by way of first fixed security to the Note Trustee as trustee for itself and the other Secured Creditors of all of the Issuer's rights, title and interest in the security interest created in favour of the Security Trustee by the Loan Note Issuer in respect of the Series 2014-1 Loan Notes,
- (iv) an assignment by way of first fixed security to the Note Trustee as trustee for itself and the other Secured Creditors of the Issuer's rights, title, interest and benefit in and to all monies credited to the Issuer Distribution Account or to

any bank or other account in which the Issuer may at any time have any right, title, interest or benefit, and

- (v) charges to the Note Trustee as trustee for itself and for the other Secured Creditors by way of a first floating charge, the whole of its undertaking and assets to the extent such undertaking and assets are not otherwise effectively encumbered by the security created by or pursuant to the Note Trust Deed,

all as more particularly described in the Note Trust Deed

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph 4(a)(v) above

(b) *Priority of Payments*

The Note Trust Deed will contain provisions regulating the priority of application of amounts both prior to and following the enforcement of Security being in relation to monies received by the Note Trustee as follows

- (i) *first*, in no order of priority between themselves but *pro rata* to the respective amounts then due, to pay remuneration then due to any Receiver or the Note Trustee and all amounts due in respect of legal fees and other costs, charges, liabilities, expenses, losses, damages, proceedings, claims and demands incurred by any Receiver or the Note Trustee under and in respect of the Issuer Documents and in enforcing the Security created by or pursuant to the Note Trust Deed or in perfecting title to the Security, together with interest thereon as provided in any such document,
- (ii) *second*, (to the extent not met by paragraph (i) above) in payment or satisfaction (*pro rata* and *pari passu*) of all amounts then due and unpaid to the Note Trustee and/or any appointee of the Note Trustee under the Note Trust Deed, the Registrar, the Agents, the Issuer Account Bank, the Issuer Corporate Services Provider and the Holdings Corporate Services Provider,
- (iii) *third*, the Issuer Profit Amount to be retained by the Issuer as profit,
- (iv) *fourth*, in or towards payment *pari passu* and rateably of amounts due and unpaid in respect of the Class A Notes in priority first to interest and secondly (where applicable) to principal,
- (v) *fifth*, in or towards payment *pari passu* and rateably of amounts due and unpaid in respect of the Class B Notes in priority first to interest and secondly (where applicable) to principal,
- (vi) *sixth*, in or towards payment *pari passu* and rateably of amounts due and unpaid in respect of the Class C Notes in priority first to interest and secondly (where applicable) to principal,
- (vii) *seventh*, in or towards payment *pari passu* and rateably of amounts due and unpaid in respect of the Class D Notes in priority first to interest and secondly (where applicable) to principal,
- (viii) *eighth*, in or towards payment *pari passu* and rateably of amounts due and unpaid in respect of the Class E Notes in priority first to interest and secondly (where applicable) to principal,

- (ix) *ninth*, in or towards payment *pari passu* and rateably of amounts due and unpaid in respect of the Class F Notes in priority first to interest and secondly (where applicable) to principal,
- (x) *tenth*, in or towards payment of any sums due from (or required to be provided for by) the Issuer to meet its liabilities to any taxation authority (including in respect of corporation tax to HM Revenue & Customs) to the extent not capable of being paid from Issuer Profit Amount,
- (xi) *eleventh*, in or towards payment of any other sums due to Noteholders or sums due to third parties under obligations incurred in the course of the Issuer's business, and
- (xii) *twelfth*, to the Loan Note Issuer as deferred subscription price for the Series 2014-1 Loan Notes

## 5 Negative Covenants of the Issuer

So long as any of the Notes remain outstanding, the Issuer shall not, save to the extent permitted by the Issuer Documents or with the prior written consent of the Note Trustee

- (a) create or permit to subsist any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital),
- (b) carry on any business other than as described in the Prospectus dated on or about the Series 2014-1 Closing Date relating to the issue of the Notes and in respect of that business shall not engage in any activity or do anything whatsoever except
  - (i) preserve and/or exercise and/or enforce any of its rights and perform and observe its obligations as applicable under the Notes, the Issuer Master Framework Agreement, the Paying Agency and Agent Bank Agreement, the Issuer Account Bank Agreement, the Note Trust Deed, the Notes, the Subscription Agreement, the Issuer Corporate Services Agreement and the Holdings Corporate Services Agreement (together, the "Issuer Documents") and any other agreement or document executed for the purpose of this transaction,
  - (ii) use, invest or dispose of any of its property or assets except in the manner provided in or contemplated by the Issuer Documents, or
  - (iii) perform any act incidental to or necessary in connection with (i) or (ii) above,
- (c) have or form, or cause to be formed, any subsidiaries or subsidiary undertakings or undertakings of any other nature or have any employees or premises or have an interest in a bank account other than the Issuer Distribution Account,
- (d) create, incur or suffer to exist any indebtedness (other than indebtedness permitted to be incurred under the terms of its Articles of Association and pursuant to or as contemplated in any of the Issuer Documents) or give any guarantee or indemnity in respect of any obligation of any person,
- (e) repurchase any of its shares or declare or pay any dividend or other distribution to its shareholders other than a lawful dividend under English law of amounts not exceeding the Issuer Profit Amount from time to time received by it (after payment of any applicable taxes thereon),

- (f) waive, modify or amend, or consent to any waiver, modification or amendment of, any of the provisions of the Issuer Documents without (i) the prior written consent of the Note Trustee, (ii) the approval of an Extraordinary Resolution of each affected class of Notes, if such waiver, modification or amendment constitutes a Basic Terms Modification or (iii) in the case of any waiver, modification or amendment relating to (i) any Rate of Interest (as defined in Note Condition 6(b) (*Rate of Interest*)), or (ii) any Interest Period (as defined in Note Condition 6(a) (*Accrual of Interest*)), without the prior written consent of the Transferor Beneficiary, or
- (g) offer to surrender to any company any amounts which are available for surrender by way of group relief

**"Issuer Account Bank Agreement"** means an agreement dated on or before 18 December 2014 between the Issuer, Citibank, N A , London Branch as Issuer Account Bank and the Note Trustee, whereby Citibank, N A , London Branch has agreed to operate the Issuer Distribution Account on the terms and conditions set out therein, or any replacement for such agreement if the Issuer Distribution Account is no longer held at Citibank, N A , London Branch

**"Issuer Distribution Account"** means the sterling denominated bank account in the name of the Issuer opened for the purpose of receiving certain payments of principal and interest under the Series 2014-1 Loan Notes, currently located at Citibank, N A , London Branch

**"Series 2014-1 Supplement"** means a deed dated on or before 18 December 2014 between NewDay Partnership Receivables Trustee Ltd (the **"Receivables Trustee"**), NewDay Partnership Loan Note Issuer Ltd (the **"Loan Note Issuer"**) and others, which is supplemental to a Receivables Trust Deed and Servicing Agreement dated 18 December 2014, as amended and restated from time to time

**"Series 2014-1 Loan Note Supplement"** means a deed dated on or before 18 December 2014 between, among others, the Security Trustee and the Loan Note Issuer, which is supplemental to the STDCMA

**"STDCMA"** means the security trust deed and cash management agreement dated on or about 18 December 2014, as amended from time to time, between, among others, the Security Trustee and the Loan Note Issuer pursuant to which the Security Trustee will act as trustee for the benefit of the secured creditors of the Loan Note Issuer

**"Subscription Agreement"** means the subscription agreement dated on or about 18 December 2014 between the Issuer, NCL, the Receivables Trustee, the Loan Note Issuer and the joint lead managers in respect of the Notes

## 6 Interest

### (a) *Accrual of Interest*

Each class of Notes bears interest on its Principal Amount Outstanding (as defined in Note Condition 7 (*Redemption*)) from (and including) the Series 2014-1 Closing Date. Interest in respect of the Notes is payable in arrear in sterling on each Interest Payment Date

**"Interest Payment Date"** means 15 January 2015 and the 15<sup>th</sup> of each calendar month thereafter or (if such date is not a Business Day) the immediately following Business Day

To the extent that the monies which are deposited in the Issuer Distribution Account by the Loan Note Issuer on or immediately prior to an Interest Payment Date in accordance with the provisions of the Series 2014-1 Loan Note Supplement are

insufficient to pay the full amount of interest on any class of Notes on such Interest Payment Date, payment of the shortfall ("**Deferred Interest**"), which will be borne by each Note of the relevant class in a proportion equal to the proportion that the Principal Amount Outstanding of the relevant Note (as applicable) bears to the aggregate Principal Amount Outstanding of all Notes of the relevant class (in each case as determined on the Interest Payment Date on which such Deferred Interest arises), will not then fall due but will instead be deferred until the first Interest Payment Date thereafter on which funds are available to the Issuer (by being deposited in the Issuer Distribution Account by the Loan Note Issuer on or immediately prior to such Interest Payment Date in accordance with the provisions of the Series 2014-1 Loan Note Supplement) to pay such Deferred Interest to the extent of such available funds. Such Deferred Interest will accrue interest ("**Additional Interest**") at the applicable Rate of Interest (as defined in Note Condition 6(b) (*Rate of Interest*)) plus a margin of one% per annum, and payment of any Additional Interest will also be deferred until the first Interest Payment Date thereafter on which funds are available to the Issuer (by being deposited to the Series 2014-1 Distribution Account by the Loan Note Issuer on or immediately prior to such Interest Payment Date in accordance with the provisions of the Series 2014-1 Loan Note Supplement) to pay such Additional Interest to the extent of such available funds.

Each period beginning on (and including), in the case of the first Interest Period, the Series 2014-1 Closing Date or, thereafter, any Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an "**Interest Period**". The first interest payment will be made on the first Interest Payment Date in respect of the Interest Period from (and including) the Series 2014-1 Closing Date to (but excluding) the next Interest Payment Date.

Interest will cease to accrue on any part of the Principal Amount Outstanding of a Note from the due date for redemption unless payment of principal is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Note Condition (after as well as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Principal Paying Agent or the Note Trustee has notified the relevant Noteholders in accordance with Note Condition 18 (*Notices*) that it has received all sums due in respect of the relevant class of Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(b) ***Rate of Interest***

The rate of interest applicable to the Class A Notes (the "**Rate of Interest**") for each Interest Period will be the Reference Rate (or the arithmetic mean calculated to replace the Reference Rate) plus the Margin.

The rate of interest applicable to the Class B Notes (the "**Rate of Interest**") for each Interest Period will be the Reference Rate (or the arithmetic mean calculated to replace the Reference Rate) plus the Margin.

The rate of interest applicable to the Class C Notes (the "**Rate of Interest**") for each Interest Period will be the Reference Rate (or the arithmetic mean calculated to replace the Reference Rate) plus the Margin.

The rate of interest applicable to the Class D Notes (the "**Rate of Interest**") for each Interest Period will be the Reference Rate (or the arithmetic mean calculated to replace the Reference Rate) plus the Margin.

The rate of interest applicable to the Class E Notes (the "**Rate of Interest**") for each Interest Period will be the Reference Rate (or the arithmetic mean calculated to replace the Reference Rate) plus the Margin

The rate of interest applicable to the Class F Notes (the "**Rate of Interest**") for each Interest Period will be the Reference Rate (or the arithmetic mean calculated to replace the Reference Rate) plus the Margin

(c) ***Calculation of Interest in respect of the Notes***

The Agent Bank will, in relation to each Interest Period, as soon as practicable after the Series 2014-1 Closing Date in respect of the first Interest Period and thereafter the first day of the relevant Interest Period, calculate the amount of interest (the "**Interest Amount**") payable in respect of the Principal Amount Outstanding of each Note for such Interest Period. The Interest Amount in respect of each class of Notes will be calculated by applying the applicable Rate of Interest to the Principal Amount Outstanding of such class of Notes at the commencement of such Interest Period, multiplying the product by the actual number of days in such Interest Period divided by 365 (or 366 in the case of any Interest Period ending in a leap year) and rounding the resulting figure to the nearest penny (half a penny being rounded upwards). On each Interest Payment Date, the Agent Bank shall determine the actual amount of interest which will be paid on each Class of Notes on that Interest Payment Date and the amount of Deferred Interest (if any) on each Class of Notes in respect of the related Interest Period and the amount of Additional Interest (if any) which will be paid on such Interest Payment Date. The amount of Additional Interest shall be calculated by applying the Rate of Interest for relevant Class of Notes (plus a margin of 1% per annum) to the Deferred Interest and any Additional Interest from prior Interest Periods which remains unpaid, multiplying by the actual number of days in the relevant Interest Period and dividing by 365 (or 366 in the case of any Interest Period ending in a leap year) and rounding the resultant figure to the nearest penny (half a penny being rounded upwards). In the event that, on any Interest Payment Date, the amount of monies which are deposited in the Issuer Distribution Account by the Loan Note Issuer on such day in accordance with the provisions of the Series 2014-1 Loan Note Supplement is insufficient to pay in full the Interest Amount for any class of Notes, any outstanding Deferred Interest and any Additional Interest due on such Interest Payment Date in respect of the relevant class of Notes, such monies will be applied first to the payment of any Interest Amount, secondly to the payment of any outstanding Deferred Interest in respect of the relevant class and thereafter to the payment of any Additional Interest in respect of the relevant class.

(d) ***Failure of Agent Bank***

If the Agent Bank fails at any time to calculate an Interest Amount or amount of Deferred Interest (if any) or amount of Additional Interest (if any), the Note Trustee, or its appointed agent without accepting any liability therefor, will calculate such Interest Amount or amount of Deferred Interest (if any) or amount of Additional Interest (if any), in accordance with paragraph (a) or (c) above (as applicable), and each such determination or calculation shall be deemed to have been made by the Agent Bank.

(e) ***Publication***

The Agent Bank will cause each Interest Amount, amount of Deferred Interest (if any) and amount of Additional Interest (if any) determined by it, together with the relevant Interest Payment Date, to be notified to the Issuer, the Paying Agents, the Note Trustee and, for so long as the Notes are admitted to trading on the Regulated

Market of the London Stock Exchange (the "**London Stock Exchange**"), an approved Regulatory Information Service of the London Stock Exchange as soon as practicable after such determination but in any event not later than the seventh day thereafter or such earlier day as the London Stock Exchange may require and will cause the same to be published in accordance with Note Condition 18 (*Notices*) as soon as possible thereafter

(f) ***Recalculation***

The Agent Bank will be entitled to recalculate any Interest Amount, amount of Additional Interest and Deferred Interest (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period

(g) ***Notifications etc.***

All notifications, opinions, determinations, certificates, calculations and decisions given, expressed, made or obtained for the purposes of these Note Conditions, whether by the Agent Bank or the Note Trustee will be binding on the Issuer, the Paying Agents, the Note Trustee, the Agent Bank and the Noteholders and (subject to as otherwise provided in these Note Conditions or the Issuer Documents) no liability to any such person will attach to the Agent Bank or the Note Trustee in connection with the exercise or non-exercise by them of their powers, duties and discretions for such purposes

(h) ***Interpretation***

In this Note Condition 6

**"Business Day"** means a day other than a Saturday, a Sunday or a day on which banking institutions in London, England or Jersey, Channel Islands are authorised or obliged by law or executive order to be closed

**"Controlled Accumulation Period"** means, unless a Pay Out Event shall have occurred prior thereto, the period commencing at the close of business on (i) the Series 2014-1 Scheduled Accumulation Commencement Date or (ii) such later date as is determined in accordance with clause 6 6(e) (*Controlled Accumulation Period*) of the Receivables Trust Deed and Servicing Agreement (as supplemented by the Series 2014-1 Supplement), and ending on the first to occur of

(i) the commencement of the Rapid Amortisation Period, and

(ii) the Series 2014-1 Scheduled Redemption Date

**"Distribution Date"** means 15 January 2015 and the 15<sup>th</sup> day of each calendar month thereafter or, if such day is not a Business Day, the next succeeding Business Day

**"Interest Determination Date"** means each Interest Payment Date or, in the case of the first Interest Period, the Series 2014-1 Closing Date and an Interest Determination Date shall relate to an Interest Period (and be the **"Related Interest Determination Date"** in respect of such Interest Period) where the Interest Period commences on such Interest Determination Date

**"Margin"** means

- (i) from the Series 2014-1 Closing Date up to but excluding the Step-Up Date in respect of the Class A Notes, 0.75% per annum, and from and including the Step-Up Date, 1.50% per annum,
- (ii) from the Series 2014-1 Closing Date up to but excluding the Step-Up Date in respect of the Class B Notes, 1.35% per annum, and from and including the Step-Up Date, 2.35% per annum,
- (iii) from the Series 2014-1 Closing Date up to but excluding the Step-Up Date in respect of the Class C Notes, 1.75% per annum, and from and including the Step-Up Date, 2.75% per annum,
- (iv) from the Series 2014-1 Closing Date up to but excluding the Step-Up Date in respect of the Class D Notes, 2.25% per annum, and from and including the Step-Up Date, 3.25% per annum,
- (v) from the Series 2014-1 Closing Date up to but excluding the Step-Up Date in respect of the Class E Notes, 3.25% per annum, and from and including the Step-Up Date, 4.25% per annum, and
- (vi) from the Series 2014-1 Closing Date up to but excluding the Step-Up Date in respect of the Class F Notes, 4.25% per annum, and from and including the Step-Up Date, 5.25% per annum

**"Rapid Amortisation Period"** means the period commencing on the Business Day succeeding the day, if any, on which a "Pay Out Event" occurs and will continue until the earlier of (i) the Series 2014-1 Termination Date, or (ii) the dissolution of the Receivables Trust pursuant to the terms of the Receivables Trust Deed and Servicing Agreement

**"Reference Banks"** means the principal London office of four major banks in the London interbank market, in each case, selected by the Issuer at the relevant time

**"Reference Rate"** means, on any Interest Determination Date, the floating rate determined by the Agent Bank by reference to the Screen Rate on such date or, if on such date the Screen Rate is unavailable

- (i) the Rounded Arithmetic Mean of the offered quotations as at or about 11.00 a.m. (London time) on that date of the Reference Banks to major banks for Sterling deposits for the Relevant Period in the London interbank market in the Representative Amount determined by the Agent Bank after making a request of each of the Reference Banks,
- (ii) if, on such date, two or three only of the Reference Banks provide such quotations, the rate determined in accordance with paragraph (i) above on the basis of the quotations of those Reference Banks providing such quotations, or
- (iii) if, on such date, one only or none of the Reference Banks provide such a quotation, the Reserve Reference Rate

**"Relevant Period"** means, in relation to an Interest Determination Date, the length in months of the related Interest Period



**"Representative Amount"** means an amount that is representative for a single transaction in the relevant market at the relevant time

**"Reserve Reference Rate"** means on any Interest Determination Date, if the Agent Bank cannot determine the Reference Rate in accordance with paragraphs (i) and (ii) of that definition, the Reference Rate in effect for the most recent date prior to such date of determination for which the Reference Rate can, as at such date, be determined

**"Revolving Period"** means the period from and including the Series 2014-1 Closing Date to, but not including, the earlier of (a) the day that the Controlled Accumulation Period commences and (b) the day the Rapid Amortisation Period commences

**"Rounded Arithmetic Mean"** means the arithmetic mean (rounded, if necessary, to the nearest 0.0001%, with 0.00005 being rounded upwards)

**"Screen Rate"** shall mean the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for sterling for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters,

**"Series 2014-1 Investor Interest"** has the meaning given to it in the Series 2014-1 Supplement

**"Series 2014-1 Scheduled Accumulation Commencement Date"** shall mean the Determination Date falling in December 2016 (or any later date specified in a Series Extension Notice)

**"Series 2014-1 Termination Date"** shall mean the earlier to occur of

- (i) the Distribution Date on which the Series 2014-1 Investor Interest is reduced to zero and is not capable of reinstatement pursuant to the Receivables Trust Deed and Servicing Agreement as supplemented by the Series 2014-1 Supplement, or
- (ii) the Distribution Date falling in December 2022

## 7 Redemption

### (a) *Scheduled Redemption and Mandatory, Early Redemption*

Unless the Rapid Amortisation Period has earlier commenced, the Notes will be redeemed in full on the Interest Payment Date falling in December 2017 or, if a Series Extension Notice is delivered pursuant to (and as defined in) the Series 2014-1 Supplement, any Distribution Date falling no more than 12 months thereafter as specified in such Series Extension Notice (the **"Series 2014-1 Scheduled Redemption Date"**) as follows and to the following extent

#### **Class A**

- (a) if, on the Series 2014-1 Scheduled Redemption Date, the Loan Note Issuer deposits in the Issuer Distribution Account (in respect of the Class A Loan Note) in accordance with the provisions of the Series 2014-1 Loan Note

Supplement, an amount equal to the Principal Amount Outstanding of the Class A Notes on the Series 2014-1 Scheduled Redemption Date, then the Class A Notes will be redeemed in full, or

- (b) if, on the Series 2014-1 Scheduled Redemption Date, the Loan Note Issuer deposits in the Issuer Distribution Account (in respect of the Class A Loan Notes) in accordance with the provisions of the Series 2014-1 Loan Note Supplement, an amount which is less than the Principal Amount Outstanding of the Class A Notes on the Series 2014-1 Scheduled Redemption Date, then the Class A Notes will be redeemed *pro rata* in part to the extent of the amount which is so deposited by the Loan Note Issuer in the Issuer Distribution Account on the Series 2014-1 Scheduled Redemption Date and the Rapid Amortisation Period will commence with effect from the Series 2014-1 Scheduled Redemption Date,

#### **Class B**

- (a) if, on the Series 2014-1 Scheduled Redemption Date, the Loan Note Issuer deposits in the Issuer Distribution Account (in respect of the Class B Loan Note) in accordance with the provisions of the Series 2014-1 Loan Note Supplement, an amount equal to the Principal Amount Outstanding of the Class B Notes on the Series 2014-1 Scheduled Redemption Date, then the Class B Notes will be redeemed in full, or
- (b) if, on the Series 2014-1 Scheduled Redemption Date, the Loan Note Issuer deposits in the Issuer Distribution Account (in respect of the Class B Loan Note) in accordance with the provisions of the Series 2014-1 Loan Note Supplement, an amount which is less than the Principal Amount Outstanding of the Class B Notes on the Series 2014-1 Scheduled Redemption Date, then the Class B Notes will be redeemed *pro rata* in part to the extent of the amount which is so deposited by the Loan Note Issuer in the Issuer Distribution Account on the Series 2014-1 Scheduled Redemption Date and the Rapid Amortisation Period will commence with effect from the Series 2014-1 Scheduled Redemption Date,

#### **Class C**

- (a) if, on the Series 2014-1 Scheduled Redemption Date, the Loan Note Issuer deposits in the Issuer Distribution Account (in respect of the Class C Loan Note) in accordance with the provisions of the Series 2014-1 Loan Note Supplement, an amount equal to the Principal Amount Outstanding of the Class C Notes on the Series 2014-1 Scheduled Redemption Date, then the Class C Notes will be redeemed in full, or
- (b) if, on the Series 2014-1 Scheduled Redemption Date, the Loan Note Issuer deposits in the Issuer Distribution Account (in respect of the Class C Loan Note) in accordance with the provisions of the Series 2014-1 Loan Note Supplement, an amount which is less than the Principal Amount Outstanding of the Class C Notes on the Series 2014-1 Scheduled Redemption Date, then the Class C Notes will be redeemed *pro rata* in part to the extent of the amount which is so deposited by the Loan Note Issuer in the Issuer Distribution Account on the Series 2014-1 Scheduled Redemption Date and the Rapid Amortisation Period will commence with effect from the Series 2014-1 Scheduled Redemption Date,

#### **Class D**

- (a) if, on the Series 2014-1 Scheduled Redemption Date, the Loan Note Issuer deposits in the Issuer Distribution Account (in respect of the Class D Loan Note) in accordance with the provisions of the Series 2014-1 Loan Note Supplement, an amount equal to the Principal Amount Outstanding of the Class D Notes on the Series 2014-1 Scheduled Redemption Date, then the Class D Notes will be redeemed in full, or
- (b) if, on the Series 2014-1 Scheduled Redemption Date, the Loan Note Issuer deposits in the Issuer Distribution Account (in respect of the Class D Loan Note) in accordance with the provisions of the Series 2014-1 Loan Note Supplement, an amount which is less than the Principal Amount Outstanding of the Class D Notes on the Series 2014-1 Scheduled Redemption Date, then the Class D Notes will be redeemed *pro rata* in part to the extent of the amount which is so deposited by the Loan Note Issuer in the Issuer Distribution Account on the Series 2014-1 Scheduled Redemption Date and the Rapid Amortisation Period will commence with effect from the Series 2014-1 Scheduled Redemption Date,

#### **Class E**

- (a) if, on the Series 2014-1 Scheduled Redemption Date, the Loan Note Issuer deposits in the Issuer Distribution Account (in respect of the Class E Loan Note) in accordance with the provisions of the Series 2014-1 Loan Note Supplement, an amount equal to the Principal Amount Outstanding of the Class E Notes on the Series 2014-1 Scheduled Redemption Date, then the Class E Notes will be redeemed in full, or
- (b) if, on the Series 2014-1 Scheduled Redemption Date, the Loan Note Issuer deposits in the Issuer Distribution Account (in respect of the Class E Loan Note) in accordance with the provisions of the Series 2014-1 Loan Note Supplement, an amount which is less than the Principal Amount Outstanding of the Class E Notes on the Series 2014-1 Scheduled Redemption Date, then the Class E Notes will be redeemed *pro rata* in part to the extent of the amount which is so deposited by the Loan Note Issuer in the Issuer Distribution Account on the Series 2014-1 Scheduled Redemption Date and the Rapid Amortisation Period will commence with effect from the Series 2014-1 Scheduled Redemption Date, and

#### **Class F**

- (a) if, on the Series 2014-1 Scheduled Redemption Date, the Loan Note Issuer deposits in the Issuer Distribution Account (in respect of the Class F Loan Note) in accordance with the provisions of the Series 2014-1 Loan Note Supplement, an amount equal to the Principal Amount Outstanding of the Class F Notes on the Series 2014-1 Scheduled Redemption Date, then the Class F Notes will be redeemed in full, or
- (b) if, on the Series 2014-1 Scheduled Redemption Date, the Loan Note Issuer deposits in the Issuer Distribution Account (in respect of the Class F Loan Note), in accordance with the provisions of the Series 2014-1 Loan Note Supplement, an amount which is less than the Principal Amount Outstanding of the Class F Notes on the Series 2014-1 Scheduled Redemption Date, then the Class F Notes will be redeemed *pro rata* in part to the extent of the amount

which is so deposited by the Loan Note Issuer in the Issuer Distribution Account on the Series 2014-1 Scheduled Redemption Date and the Rapid Amortisation Period will commence with effect from the Series 2014-1 Scheduled Redemption Date

If the Rapid Amortisation Period commences as a result of the circumstances referred to in any paragraph (b) above, then, on each Interest Payment Date (after the Series 2014-1 Scheduled Redemption Date) which thereafter occurs during the Rapid Amortisation Period, the Notes will be redeemed in whole or, as the case may be, *pro rata* in part to the extent of the amount which is deposited in the Issuer Distribution Account (in respect of the relevant class) by the Loan Note Issuer on such day in accordance with the provisions of the Series 2014-1 Loan Note Supplement until the earlier of such time as each class of Notes have been redeemed in full or the Interest Payment Date falling in December 2022

If a Partial Amortisation Date occurs under (and as defined in) the Series 2014-1 Supplement, then each class of Notes will be redeemed in whole or in part on the immediately following Interest Payment Date in an amount equal to such amount of the Partial Amortisation Amount (as defined in the Series 2014-1 Supplement) as is allocated to such class, being the principal amount repaid on the related Loan Note and deposited in the Issuer Distribution Account on such date

With respect to any Interest Payment Date (including the Series 2014-1 Scheduled Redemption Date) on which the Loan Note Issuer deposits into the Issuer Distribution Account monies which are available to be applied in or towards redemption of any class of Notes (in whole or in part) as referred to in this Note Condition 7 (*Redemption*), the amount so deposited shall be "**Available Repayment Funds**" for the relevant class for such Interest Payment Date. On each Interest Payment Date, the Principal Paying Agent shall determine (i) the amount of each "**Principal Payment**" payable on the Notes of each class, which will be allocated *pro rata* to the Notes in that class in accordance with the relevant Principal Amounts Outstanding from the Available Repayment Funds available for redemption of the relevant class of Notes, and (ii) the Principal Amount Outstanding of each class of Notes on the first day of the Interest Period commencing on that Interest Payment Date (after deducting any Principal Payment due to be made in respect of each class of Notes on the Interest Payment Date)

The Principal Paying Agent will cause each Principal Payment and Principal Amount Outstanding to be notified to the Issuer, the Paying Agents and the Note Trustee and will cause notice to be published in accordance with Note Condition 18 (*Notices*) as soon as possible thereafter

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Note Condition by the Principal Paying Agent will be binding on the Issuer, the Paying Agents, the Note Trustee and the Noteholders and (subject as aforesaid) no liability to any such person will attach to the Principal Paying Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes

If the Principal Paying Agent fails at any time to determine a Principal Payment or Principal Amount Outstanding as aforesaid, the Note Trustee shall calculate such Principal Payment or Principal Amount Outstanding in accordance with the above provisions of this Note Condition, and each such determination or calculation shall be deemed to have been made by the Principal Paying Agent. Any such determination or

calculation will be binding on the Issuer, the Paying Agents, the Note Trustee and the Noteholders

**"Principal Amount Outstanding"** means, in relation to a Note on any date, the principal amount of that Note on the Series 2014-1 Closing Date, less the aggregate amount of all repayments of principal in respect of that Note that have become due and payable (and been paid) by the Issuer to the Noteholder concerned by virtue of the Issuer having received funds in respect thereof from the Loan Note Issuer as described in this Note Condition 7 (*Redemption*) prior to such date in accordance with the conditions of the Series 2014-1 Loan Notes, **provided that**, solely for the purpose of calculating the Principal Amount Outstanding under Note Conditions 6 (*Interest*), 7 (*Redemption*), 11 (*Events of Default*) and 15 (*Meetings of Noteholders, Modification and Waiver, Substitution and Addition*), all such repayments of principal due and unpaid on or prior to such date shall also be taken into account as forming part of such Principal Amount Outstanding

(b) ***Final Redemption***

If any class of Notes have not previously been redeemed in full pursuant to this Note Condition 7 (including any case where any interest (including Deferred Interest and Additional Interest) thereon has not earlier been paid), the Notes of that class will be finally redeemed at their then Principal Amount Outstanding together with accrued interest (including Deferred Interest and Additional Interest) thereon on 15 December 2022 or, if such day is not a Business Day, the next succeeding Business Day (the **"Series 2014-1 Final Redemption Date"**)

(c) ***Other Redemption***

The Issuer shall not be entitled to redeem the Notes otherwise than as provided this Note Condition 7

(d) ***Cancellation***

All Notes redeemed pursuant to the foregoing provisions shall be cancelled forthwith and may not be reissued or resold

(e) ***Purchase***

The Issuer may not, at any time, purchase Notes in the open market or otherwise

8 **Limited Recourse**

(a) If at any time following

(i) the occurrence of either

(A) the Series 2014-1 Final Redemption Date or any earlier date upon which all of the Notes of each class are due and payable, or

(B) the service of an Enforcement Notice, and

(ii) realisation of the property of the Issuer subject to the security created by or pursuant to the Note Trust Deed (the **"Secured Property"**) and application in full of any amounts available to pay amounts due and payable under the Notes in accordance with the applicable Payments Priorities,

the proceeds of such Realisation are insufficient, after payment of all other claims ranking in priority in accordance with the applicable Payments Priorities, to pay in full all amounts then due and payable under any class of Notes, then the amount remaining to be paid (after such application in full of the amounts first referred to in (ii) above) under such class of Notes (and any class of Notes junior to that class of Notes) shall, immediately following such application in full of the amounts referred to in (ii) above, cease to be due and payable by the Issuer

- (b) For the purposes of this Note Condition 8 (*Limited Recourse*), "**Realisation**" means, in relation to any Secured Property, the deriving, to the fullest extent practicable, (in accordance with the provisions of the Transaction Documents) of proceeds from or in respect of such Secured Property including (without limitation) through sale or through performance by an Obligor

## 9 Payments

(a) ***Principal and interest***

Payments of principal and interest on any Note will be made to the persons in whose names the Notes are registered in the Register at the opening of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment. Such date is called the "**Record Date**". Payments will be made by wire transfer of immediately available funds, if the registered holder of the Note has provided wiring instructions no less than five Business Days prior to the Record Date, or otherwise by cheque mailed to the address of the registered holder of the Note as it appears in the Register at the opening of business on the Record Date. In the case of final redemption of a Note, and provided that payment is to be made in full, payment will only be made against surrender of a relevant Note to the Registrar.

(b) ***Payments subject to fiscal laws***

All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations, but without prejudice to the provisions of Note Condition 10 (*Taxation*). No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(c) ***Payments on Business Days***

Where payment is to be made by transfer to a sterling account, payment instructions (for value the due date, or, if the due date is not a Business Day, for value the next succeeding Business Day) will be initiated. A holder of a Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the due date for a payment not being a Business Day or (B) a cheque mailed in accordance with this Note Condition 9 arriving after the due date for payment or being lost in the mail.

(d) ***Partial payments***

If a Paying Agent makes a partial payment in respect of any Note presented to it for payment, such Paying Agent will notify the Registrar and the Registrar will endorse on the Register a statement indicating the amount and date of such payment.

## 10 Taxation

All payments of principal and interest in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental

charges of whatsoever nature imposed, levied, collected, withheld or assessed by any jurisdiction or political subdivision or any authority in or of any jurisdiction having power to tax, unless such withholding or deduction is required by the law of any relevant jurisdiction. In that event, the Issuer, the Note Trustee or the Paying Agents shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted.

Notwithstanding any other provision in these Note Conditions, the Issuer, the Note Trustee and the Paying Agents shall be permitted to withhold or deduct any amounts required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "Code") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any amended or successor provisions), any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto ("FATCA withholding").

None of the Issuer, the Note Trustee, or the Paying Agents will be required to make any additional payments to holders of the Notes in respect of any withholding or deduction applicable to any payment of principal or interest. None of the Issuer, the Note Trustee or the Paying Agents shall have any obligation to pay additional amounts or otherwise indemnify a holder for any FATCA withholding deducted or withheld by the Issuer, the Note Trustee, a Paying Agent or any other party as a result of any person not being entitled to receive payments free of FATCA withholding.

## 11 Events of Default

If any of the following events (each an "Event of Default") occurs and is continuing:

- (a) **Non-payment** the Issuer fails to pay any amount of principal in respect of the Notes within 7 days of the due date for payment thereof or fails to pay any amount of interest in respect of the Notes within 15 days of the due date for payment thereof, or
- (b) **Breach of other obligations** the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Issuer Documents (other than, in any such case, any obligation for the payment of any principal or interest on the Notes) and such default is materially prejudicial to the interests of the Noteholders and (except where such default is incapable of remedy) such default remains unremedied for 30 days after such notice, or
- (c) **Security enforced** a secured party or encumbrancer takes possession of, or a receiver, administrative receiver, administrator, examiner, manager or other similar officer is legally and validly appointed over, the whole or any part of the business, assets and revenues of the Issuer or execution is levied against any of the assets of the Issuer which is not frivolous or vexatious and, in each case, is not discharged within five Business Days, or
- (d) **Insolvency Event** an Insolvency Event occurs in relation to the Issuer, or
- (e) **Obligations legal, valid and binding:** any action, condition or thing at any time required to be taken, fulfilled or done in order
  - (i) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under and in respect of the Notes and the documents relating to them, or
  - (ii) to ensure that those obligations are legal, valid, binding and enforceable, except as that enforceability may be limited by applicable bankruptcy,

insolvency, moratorium, reorganisation or other similar laws affecting the enforcement of the rights of creditors generally and general principles of equity,

is not taken, fulfilled or done and the failure to do so is materially prejudicial to the interests of the Noteholders, or

- (f) **Unlawfulness** it is or becomes unlawful for the Issuer to comply with any of its obligations under or in respect of the Notes or any of the other Issuer Documents, or
- (g) **Government intervention** (i) all or substantially all of the business, assets and revenues of the Issuer is seized or otherwise appropriated by any Person acting under the authority of any national, regional or local government, or (ii) the Issuer is prevented by any Person acting under the authority of any national, regional or local government from exercising normal control over all or substantially all of its business, assets and revenues,

then the Note Trustee may at its sole discretion and, if so required by holders of at least one-quarter of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes or if so directed by an Extraordinary Resolution (as defined in the Note Trust Deed) of the Most Senior Class of Notes, shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction) be bound to give written notice (an "**Enforcement Notice**") to the Issuer declaring all of the Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their Principal Amount Outstanding together with accrued interest without further action or formality. Notice of any such declaration shall promptly be given to the Noteholders by the Issuer.

"**Insolvency Event**" means, in respect of a company, the occurrence of any one of the following events

- (a) the company consents to the appointment of, or takes any corporate action to appoint, a receiver, administrator, administrative receiver, liquidator, trustee in bankruptcy or similar officer of it or over all or substantially all of its revenues and assets,
- (b) proceedings are started against the company under any applicable liquidation, insolvency, composition or reorganisation or similar laws for its winding up, dissolution, administration or reorganisation (other than a solvent reorganisation) and the proceedings are not frivolous or vexatious or discharged within 60 days, or a receiver, administrator, administrative receiver, liquidator, trustee in bankruptcy or similar officer of it or relating to all or substantially all of its revenues and assets is legally and validly appointed and is not discharged within 30 days, or
- (c) a duly authorised officer of the company admits in writing that it is unable to pay its debts when they fall due within the meaning of Section 123(1) of the Insolvency Act 1986 or the company makes a general assignment or trust for the benefit of or a composition with its creditors or voluntarily suspends payment of its obligations

"**Most Senior Class of Notes**" means the Class A Notes so long as any of the Class A Notes remain outstanding, and thereafter the Class B Notes so long as any of the Class B Notes remain outstanding, and thereafter the Class C Notes so long as any of the Class C Notes remain outstanding, and thereafter the Class D Notes so long as any of the Class D Notes remain outstanding, and thereafter the Class E Notes so long as any of the Class E Notes remain outstanding, and thereafter the Class F Notes



12 **Prescription**

Claims for principal shall become void unless claimed within ten years of the appropriate Relevant Date (as defined below) Claims for interest shall become void unless claimed within five years of the appropriate Relevant Date

In these Note Conditions, "**Relevant Date**" means whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in London by the Principal Paying Agent or the Note Trustee on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders in accordance with Note Condition 18 (*Notices*)

13 **Replacement of Note Certificates**

If any Note Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Principal Paying Agent, subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require Mutilated or defaced Note Certificates must be surrendered before replacements will be issued

14 **Note Trustee and Agents**

The Note Trustee is entitled to be indemnified and relieved from responsibility in certain circumstances and to be paid its costs and expenses in priority to the claims of the Noteholders

In the exercise of its powers and discretions under these Note Conditions and the Note Trust Deed, the Note Trustee will have regard to the interests of the Noteholders as a class and will not be responsible for any consequence (in particular any tax consequence) for individual holders of Notes as a result of such holders being connected in any way with a particular territory or taxing jurisdiction

In acting under the Paying Agency and Agent Bank Agreement, and in connection with the Notes, the Paying Agents act solely as agents of the Issuer and (to the extent provided therein) the Note Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders

The Note Trustee is relieved of liability for making searches or other enquiries in relation to the assets comprising the security The Note Trustee has no responsibility in relation to the legality and the enforceability of the trust arrangements and the connected security The Note Trustee will not be obliged to take any action which might result in its incurring liabilities other than in its capacity as Note Trustee The Note Trustee is not obliged to monitor or investigate the performance of any other person under the documents relating to the Loan Note Issuer or the documents relating to the Receivables Trust and shall be entitled to assume, that all such persons are properly performing their duties and that no Trust Pay Out Event or Series Pay Out Event has occurred, unless it receives express notice to the contrary

The Note Trustee is not responsible for any deficiency which may arise because it is liable to tax in respect of the proceeds of security

The Note Trustee is not responsible for checking the calculations contained in or otherwise verifying any information coming into its possession in relation to the Receivables Trust

The Note Trustee and its related companies are entitled to enter into business transactions with the Issuer, the Loan Note Issuer, the Receivables Trustee, NCL, NPT and/or related companies of any of them without accounting for any profit resulting therefrom

The Note Trustee may retire at any time upon giving not less than three months' notice in writing to the Issuer without giving any reason and without being responsible for any liabilities incurred by reason of such retirement. The holders of the Most Senior Class of Notes may, at any time, resolve by way of Extraordinary Resolution to direct the Issuer to remove the Note Trustee and such Extraordinary Resolution shall contain a direction to the Issuer as to which person to appoint as successor Note Trustee. Upon receiving such Extraordinary Resolution, the Issuer shall be vested with the power to appoint such successor Note Trustee and shall promptly make such appointment as detailed in Clause 20.6 (*Successor Note Trustee*) of the Note Trust Deed by written instrument, in duplicate, one copy of which instrument shall be delivered to the Note Trustee being removed and one copy to the successor Note Trustee. The retirement or removal of the outgoing Note Trustee shall not be capable of being effective unless and until such appointment of a new Note Trustee has also become effective.

The initial Paying Agents and Agent Bank and their initial specified offices are listed below. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent or the Agent Bank and to appoint successor or additional paying agents or a successor agent bank, **provided that** the Issuer shall at all times maintain (a) a Principal Paying Agent outside the United States of America, and (b) a Paying Agent in London, if and for so long as any of the Notes are admitted to the Official List and to trading on the London Stock Exchange and the rules of the London Stock Exchange so require. Notice of any change in the Paying Agents or the Agent Bank, or in the specified office of any Paying Agent or the Agent Bank, shall promptly be given to the Noteholders in accordance with Note Condition 18 (*Notices*).

## 15 Meetings of Noteholders, Modification and Waiver, Substitution and Addition

### (a) *Meetings of Noteholders*

The Note Trust Deed contains provisions for convening meetings of Class A Noteholders, Class B Noteholders, Class C Noteholders, Class D Noteholders, Class E Noteholders and Class F Noteholders to consider matters relating to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes respectively, including the modification of any provision of these Note Conditions or the Note Trust Deed. Any such modification may be made if sanctioned by an Extraordinary Resolution.

The quorum for any meeting convened to consider an Extraordinary Resolution will be two or more voters holding or representing a clear majority of the aggregate Principal Amount Outstanding of the relevant class of Notes for the time being outstanding or, at any adjourned meeting, two or more voters holding or representing the relevant class of Notes whatever the Principal Amount Outstanding of the relevant class of Notes so held or represented for the time being outstanding, **provided, however, that** no proposal, (a) to change any date fixed for payment of principal or interest in respect of the Notes or any class of Notes, (b) to reduce or cancel the amount of principal or interest payable on any date in respect of the Notes or any class of Notes, (c) to alter the method of calculating the amount of any payment (including the priority of payment) in respect of the Notes or the date for any such payment, (d) to change the currency of any payment under the Notes or any class of Notes, (e) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution, or (f) to amend (a) to (e) above, (any

such proposed modification or resolution being referred to below as a "**Basic Terms Modification**"), shall be effective unless such Basic Terms Modification has been sanctioned by an Extraordinary Resolution of each class of Noteholders. The necessary quorum for passing an Extraordinary Resolution in respect of a Basic Terms Modification shall be two or more voters holding or representing in the aggregate not less than 75% of the aggregate Principal Amount Outstanding of the relevant class of Notes, for the time being outstanding, or at any adjourned meeting, two or more voters holding or representing in the aggregate not less than 25% of the aggregate Principal Amount Outstanding so held or represented for the time being outstanding of the relevant class of Notes.

When consulted by the Issuer in relation to its giving a Term Series Direction (as defined in the STDCMA), the Note Trustee may, in accordance with the terms of the Note Trust Deed obtain directions from the Noteholders before concurring with the giving of any directions to the Security Trustee.

Any Extraordinary Resolution duly passed shall be binding on all Noteholders of the relevant class (whether or not they are present at the meeting at which such resolution was passed). The majority required for an Extraordinary Resolution shall be 75% of the votes cast on that Extraordinary Resolution. The Note Trust Deed contains provisions regulating the effect of Extraordinary Resolutions of the Noteholders.

"**Class A Noteholder**" means a Person in whose name a Class A Note is registered in the Register (or in the case of joint holders, the first named thereof) and "**Class A Noteholders**" means all of them.

"**Class B Noteholder**" means a Person in whose name a Class B Note is registered in the Register (or in the case of joint holders, the first named thereof) and "**Class B Noteholders**" means all of them.

"**Class C Noteholder**" means a Person in whose name a Class C Note is registered in the Register (or in the case of joint holders, the first named thereof) and "**Class C Noteholders**" means all of them.

"**Class D Noteholder**" means a Person in whose name a Class D Note is registered in the Register (or in the case of joint holders, the first named thereof) and "**Class D Noteholders**" means all of them.

"**Class E Noteholder**" means a Person in whose name a Class E Note is registered in the Register (or in the case of joint holders, the first named thereof) and "**Class E Noteholders**" means all of them.

"**Class F Noteholder**" means a Person in whose name a Class F Note is registered in the Register (or in the case of joint holders, the first named thereof) and "**Class F Noteholders**" means all of them.

A "**Person**" or "**person**" shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.

(b) ***Waiver***

The Note Trustee may, without any consent or sanction of the Noteholders or any other Secured Creditor or Security Beneficiary and without prejudice to its rights in

respect of any subsequent breach, condition, event or act, from time to time and at any time, but only if and in so far as in its opinion the interests of the Noteholders of the Most Senior Class of Notes shall not be materially prejudiced thereby, (i) authorise or waive, on such terms and conditions (if any) as it may decide, any breach or proposed breach of any of the covenants or other provisions contained in this Note Trust Deed or the Notes or any of the other Issuer Documents or (ii) determine that any Event of Default in relation to the Notes shall not, or shall not subject to specified conditions, be treated as such for the purposes of this Note Trust Deed or the Notes any such authorisation, waiver or determination shall be binding on the Noteholders, the other Secured Creditors and the Security Beneficiaries and, unless the Note Trustee agrees otherwise, the Issuer shall cause such authorisation, waiver or determination to be notified to the Noteholders, the other Secured Creditors and the Security Beneficiaries as soon as practicable thereafter in accordance with the Note Conditions, **provided that** the Note Trustee shall not exercise any powers conferred upon it by this Note Condition 15(b) (*Waiver*) in contravention of any express direction by an Extraordinary Resolution of the Most Senior Class of Notes or of a request in writing made by the holders of not less than 25% in aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding (but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any such breach or proposed breach relating to Basic Terms Modification unless the holders of each affected class of outstanding Notes have by Extraordinary Resolution, so authorised its exercise

(c) ***Modification, Consent or Direction***

The Note Trustee may, without any consent or sanction of the Noteholders or any other Secured Creditor or Security Beneficiary at any time and from time to time concur with the Issuer in making any modification to this Note Trust Deed or the Note Conditions or any of the other Issuer Documents (other than any Basic Terms Modification) or give any consent or direction sought from it under the terms of the STDCMA, the Series 2014-1 Loan Note Supplement and the terms of the Series 2014-1 Loan Notes, **provided that** the Note Trustee is of the opinion that such modification, consent or direction (i) will not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes or (ii) is of a formal, minor or technical nature or to correct a manifest error

Any such modification, consent or direction shall be binding upon the Noteholders and the other Secured Creditors and Security Beneficiaries and, unless the Note Trustee agrees otherwise, shall be notified by the Issuer to the Noteholders and the other Secured Creditors in accordance with the Note Conditions. In addition, so long as any of the Notes are rated by the Rating Agencies, any such modification shall be notified in writing by the Issuer to the Rating Agencies as soon as reasonably practicable thereafter

(d) ***Substitution***

As more fully set forth in the Note Trust Deed (and subject to the conditions and more detailed provisions which are contained therein), subject to such amendment of the Note Trust Deed and such other conditions as the Note Trustee may require, but without the consent of the Noteholders, the Note Trustee may also agree to the substitution of any other body corporate in place of the Issuer as principal debtor under the Note Trust Deed and the Notes and, in the case of such a substitution, the Note Trustee may agree, without the consent of the Noteholders, to a change of the law governing the Notes and/or the Note Trust Deed, **provided that** such change would not in the opinion of the Note Trustee be materially prejudicial to the interests

of the Noteholders. Any such substitution shall be notified to the Noteholders in accordance with Note Condition 18 (*Notices*) as soon as practicable thereafter.

16     **Enforcement**

At any time after Notes become due and repayable and, without prejudice to its rights of enforcement in relation to the Security, the Note Trustee may, at its sole discretion and without notice, deliver an Enforcement Notice, or take any steps or actions or institute such proceedings as it thinks fit to enforce payment of the Notes (including the right to repayment of the Notes together with accrued interest thereon) and shall be bound to do so if (and only if)

- (a) it shall have been so directed by holders of at least one-quarter of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes or by an Extraordinary Resolution of holders of the Most Senior Class of Notes, and
- (b) it shall have been indemnified and/or secured and/or prefunded to its satisfaction against all actions, proceedings, claims and demands to which it may thereby render itself liable and all costs, charges, damages, liabilities and expenses which it may incur by doing so

and provided that the Note Trustee shall not be held liable for the consequence of the taking of any such action and may take such action without having regard to the effect of such action on individual Noteholders or any other beneficiary of the Note Trust Deed

No Noteholder may institute any proceedings against the Issuer to enforce its rights under or in respect of the Notes or the Note Trust Deed unless (i) the Note Trustee has become bound to institute proceedings and has failed to do so within a reasonable time and (ii) such failure is continuing

17     **No action by Noteholders or any other Secured Creditor**

Only the Note Trustee may pursue the remedies available under the general law or under the Issuer Documents to enforce the Security and no Noteholder or other Secured Creditor shall be entitled to proceed directly against the Issuer to enforce the Security. In particular, none of the Noteholders or any other Secured Creditor (nor any person on its or their behalf, other than the Note Trustee where appropriate) are entitled

- (a) otherwise than as permitted by these Note Conditions, to direct the Note Trustee to enforce the Security or take any proceedings against the Issuer to enforce the Security,
- (b) to take or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due from the Issuer to such Noteholders or any other Secured Creditors,
- (c) until the date falling two years after the Final Discharge Date, to initiate or join any person in initiating any Insolvency Proceeding in relation to the Issuer, or
- (d) to take or join in the taking of any steps or proceedings which would result in the Payments Priorities not being observed

"Final Discharge Date" means the date on which the Note Trustee is satisfied that all of the Secured Obligations and/or all other moneys and other liabilities due or owing by the Issuer have been paid or discharged in full

18     **Notices**

- (a)     Notices to the Noteholders shall be deemed to have been duly validly given if published in a leading English language daily newspaper published in London (which is expected to be the Financial Times) Any such notice shall be deemed to have been given on the date of first publication
- (b)     Until such time as any Notes are individually registered in the name of Noteholders following an Exchange Event, there may, so long as each class of Notes is held in its entirety on behalf of Euroclear and Clearstream, Luxembourg, be substituted for such publication in such newspaper the delivery of the relevant notice to Euroclear and Clearstream, Luxembourg for communication by them to the holders of beneficial interests in the Notes Any such notice shall be deemed to have been given to the holders of the relevant beneficial interests in the Notes on the seventh day after the day on which such notice was given to Euroclear and Clearstream, Luxembourg
- (c)     Any notices specifying a Rate of Interest, an Interest Amount, an amount of Additional Interest or of Deferred Interest, a Principal Payment or a Principal Amount Outstanding shall be deemed to have been duly given if the information contained in such notice appears on the relevant page of the Reuters Screen or such other medium for the electronic display of data as may be notified to the relevant Noteholders (the "Relevant Screen") Any such notice shall be deemed to have been given on the first date on which such information appeared on the Relevant Screen If it is impossible or impracticable to give notice in accordance with this paragraph, then notice of the matters referred to in this paragraph (c) shall be given in accordance with paragraph (b) above
- (d)     Copies of all notices given in accordance with these provisions shall, for so long as the Notes are listed thereon, be sent to the London Stock Exchange and, for so long as Notes are held through the Clearing Systems, Euroclear and Clearstream, Luxembourg

19     **Third Party Rights**

No person shall have any right to enforce any term or condition of the Notes or the Note Trust Deed under the Contracts (Rights of Third Parties) Act 1999

20     **Governing Law and Jurisdiction**

The Notes and all non-contractual matters arising out of or connected with the Notes are governed by, and shall be construed in accordance with, English law The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising from or connected with the Notes The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary

**SCHEDULE 2**  
**FORM OF REGULATION S GLOBAL NOTE CERTIFICATE**

ISIN [•]  
Common Code [•]

THE NOTE REPRESENTED BY THIS NOTE CERTIFICATE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), ANY STATE SECURITIES LAWS IN THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND NEITHER THE ISSUER NOR THE SECURITISED PORTFOLIO HAS BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940 (THE "INVESTMENT COMPANY ACT"). THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS NOTE, REPRESENTS THAT IT HAS OBTAINED THIS NOTE IN A TRANSACTION IN COMPLIANCE WITH THE SECURITIES ACT, THE INVESTMENT COMPANY ACT AND ALL OTHER APPLICABLE LAWS OF THE UNITED STATES OR ANY OTHER JURISDICTION, AND THE RESTRICTIONS ON SALE AND TRANSFER SET FORTH IN THE NOTE TRUST DEED, DATED ON OR AROUND 18 DECEMBER 2014 (AS AMENDED AND RESTATED FROM TIME TO TIME), BETWEEN THE ISSUER AND CITICORP TRUSTEE COMPANY LIMITED (THE "NOTE TRUSTEE") (THE "NOTE TRUST DEED"). THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS NOTE, FURTHER REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS NOTE (OR ANY INTEREST HEREIN) EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT, THE INVESTMENT COMPANY ACT AND ALL OTHER APPLICABLE LAWS OF ANY JURISDICTION AND IN ACCORDANCE WITH THE RESTRICTIONS, CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE NOTE TRUST DEED (i) TO A TRANSFEREE THAT IS A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT (A "QIB") PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER QIB IN COMPLIANCE WITH RULE 144 UNDER THE SECURITIES ACT, (ii) TO A TRANSFEREE THAT IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) AND THAT IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (iii) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER (IF AVAILABLE), IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES FOR REALES OF THIS NOTE AND, IN THE CASE OF CLAUSES (i) AND (ii), IN A PRINCIPAL AMOUNT WITH RESPECT TO EACH CLASS OF NOTES OF NOT LESS THAN £100,000 (OR THE EQUIVALENT THEREOF IN THE SPECIFIED CURRENCY) FOR THE PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING. EACH PURCHASER OR TRANSFEREE OF THIS NOTE WILL BE DEEMED TO HAVE

**MADE THE REPRESENTATIONS AND AGREEMENTS SET FORTH IN THE NOTE TRUST DEED.**

**EACH TRANSFEROR OF THIS NOTE AGREES TO PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN AND IN THE NOTE TRUST DEED TO THE TRANSFEREE. IN ADDITION TO THE FOREGOING, THE ISSUER MAINTAINS THE RIGHT TO RESELL ANY INTEREST IN THIS NOTE PREVIOUSLY TRANSFERRED TO HOLDERS NOT ELIGIBLE TO PURCHASE SUCH INTERESTS IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE NOTE TRUST DEED.**

**HOWEVER, WITHOUT PREJUDICE TO THE RIGHTS OF THE ISSUER AGAINST ANY BENEFICIAL OWNER OR PURPORTED BENEFICIAL OWNER OF NOTES, NOTHING IN THE NOTE TRUST DEED OR THE NOTES SHALL BE INTERPRETED TO CONFER ON THE ISSUER, THE NOTE TRUSTEE OR ANY PAYING AGENT ANY RIGHT AGAINST EUROCLEAR BANK S.A./N.V. ("EUROCLEAR") AND/OR CLEARSTREAM BANKING, SOCIÉTÉ ANONYME ("CLEARSTREAM, LUXEMBOURG"), TO REQUIRE THAT EUROCLEAR AND/OR CLEARSTREAM, LUXEMBOURG, AS THE CASE MAY BE, REVERSE OR RESCIND ANY TRADE COMPLETED IN ACCORDANCE WITH THE RULES OF EUROCLEAR AND/OR CLEARSTREAM, LUXEMBOURG, AS THE CASE MAY BE.**

**[EACH PURCHASER AND EACH TRANSFEREE OF THIS NOTE OR OF AN INTEREST HEREIN IS DEEMED TO REPRESENT, WARRANT AND AGREE THAT EITHER (I) THE HOLDER IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE WILL NOT BE, (A) AN "EMPLOYEE BENEFIT PLAN" SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), (B) A "PLAN" WITHIN THE MEANING OF AND SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), (C) ANY PERSON OR ENTITY WHOSE ASSETS INCLUDE, OR ARE DEEMED FOR THE PURPOSES OF ERISA OR THE CODE TO INCLUDE, THE ASSETS OF ANY SUCH "EMPLOYEE BENEFIT PLAN" OR "PLAN" BY REASON OF 29 C.F.R. 2510.3-101 OR OTHERWISE, OR ANY OTHER EMPLOYEE BENEFIT PLAN SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("SIMILAR LAW"), AND IS NOT PURCHASING THIS NOTE ON BEHALF OF ANY SUCH PERSON, OR (II) THE PURCHASE, HOLDING AND SUBSEQUENT DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF ANY SUCH OTHER EMPLOYEE BENEFIT PLAN, ARE NOT IN VIOLATION OF ANY SUCH SUBSTANTIALLY SIMILAR LAW).]**

**ANY TRANSFER, PLEDGE OR OTHER USE OF THIS NOTE FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, [-], HAS AN INTEREST HEREIN, UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK S.A./N.V. ("EUROCLEAR") AND/OR CLEARSTREAM BANKING, SOCIÉTÉ ANONYME ("CLEARSTREAM, LUXEMBOURG") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR**



**PAYMENT AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF [•] OR OF SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR AND CLEARSTREAM, LUXEMBOURG (AND ANY PAYMENT HEREON IS MADE TO [•]).**

**TRANSFERS OF THIS NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, AND NOT IN PART, TO NOMINEES OF EUROCLEAR AND CLEARSTREAM, LUXEMBOURG OR TO SUCCESSORS THEREOF OR SUCH SUCCESSORS' NOMINEE AND TRANSFERS OF INTERESTS IN THIS NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE NOTE TRUST DEED.**

**PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH IN THE NOTE TRUST DEED. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF CITIBANK, N.A., LONDON BRANCH AS THE PRINCIPAL PAYING AGENT.**

**THE HOLDER OF THIS NOTE ACKNOWLEDGES THAT NOTWITHSTANDING ANY OTHER PROVISION OF THE NOTE TRUST DEED OR ANY OTHER TRANSACTION DOCUMENT, ALL PAYMENTS OF PRINCIPAL, INTEREST OR ANY OTHER AMOUNT TO BE MADE BY THE ISSUER IN RESPECT OF THE NOTES OR UNDER ANY TRANSACTION DOCUMENT WILL BE PAYABLE PURSUANT TO THE PRIORITY OF PAYMENTS SET OUT IN THE NOTE TRUST DEED AND ONLY FROM, AND TO THE EXTENT OF, THE SUMS PAID TO, OR NET PROCEEDS RECOVERED BY OR ON BEHALF OF, THE ISSUER IN RESPECT OF THE SECURITY (AS DEFINED IN THE SECURITY TRUST DEED AND CASH MANAGEMENT AGREEMENT, DATED [•] 2014 (AS AMENDED AND RESTATED FROM TIME TO TIME), AMONG NEWDAY PARTNERSHIP LOAN NOTE ISSUER LTD, NEWDAY PARTNERSHIP RECEIVABLES TRUSTEE LTD, NEWDAY PARTNERSHIP FUNDING PLC, NEWDAY CARDS LTD CITIBANK, N.A., LONDON BRANCH AND CITICORP TRUSTEE COMPANY LIMITED (THE "STDCMA")). IF THE PROCEEDS OF THE SECURITY (AS DEFINED IN THE STDCMA) ARE NOT SUFFICIENT FOR THE ISSUER TO MEET ITS OBLIGATIONS IN RESPECT OF THE NOTES AND OTHER TRANSACTION DOCUMENTS, NO OTHER ASSETS OF THE ISSUER WILL BE AVAILABLE TO MEET SUCH INSUFFICIENCY.**

**NEWDAY PARTNERSHIP FUNDING 2014-1 PLC**  
*(incorporated with limited liability under  
the laws of England and Wales)*

**£[amount]**

**Class [A/B/C/D/E/F] Asset Backed [Floating/Fixed] Rate Notes due 20[•]**

**REGULATION S GLOBAL NOTE CERTIFICATE**

**1 INTRODUCTION**

This Regulation S Global Note Certificate is issued in respect of the above captioned Notes. The Notes are constituted by, are subject to, and have the benefit of the Note Trust Deed and are the subject of the Paying Agency and Agent Bank Agreement and the other Documents.

**2 INTERPRETATIONS**

**2.1 Reference to Conditions**

Any reference herein to the "Note Conditions" is to the terms and conditions of the Notes attached hereto and any reference to a numbered "Note Condition" is to the correspondingly numbered provision thereof.

**2.2 Definitions**

In this Regulation S Global Note Certificate, unless otherwise defined herein or the context requires otherwise, words and expressions have the meanings and constructions ascribed to them in the Note Conditions.

**3 REGISTERED HOLDER**

This is to certify that

**[•]**  
*(or nominee)*

is the person registered in the Register maintained by the Registrar in relation to the Notes as the duly registered holder (the "**Holder**") of the Notes represented from time to time by this Regulation S Global Note Certificate.

**4 PROMISE TO PAY**

The Issuer, for value received, promises to pay to the Holder such principal sum as is noted on the Register at the time of payment as being the Principal Amount Outstanding of this Regulation S Global Note Certificate for the time being on the dates and in the amounts specified in the Note Conditions or on such earlier date or dates as the same may become payable in accordance with the Note Conditions, and to pay interest on the unpaid balance of such principal sum in arrear on the dates and

at the rate specified in the Note Conditions, together with any additional amounts payable in accordance with the Note Conditions, all subject to and in accordance with the Note Conditions

## 5 TRANSFERS IN WHOLE

Transfers of this Regulation S Global Note Certificate shall be limited to transfers in whole, but not in part, to nominees of Euroclear Bank S A /N V ("**Euroclear**") and Clearstream Banking, *société anonyme*, Luxembourg ("**Clearstream, Luxembourg**") or to a successor of Euroclear and Clearstream, Luxembourg or to such successors' respective nominee

## 6 PAYMENT CONDITIONS

*Note Record Date* Notwithstanding, the provisions of Note Conditions 9 (a), each payment made in respect of this Global Note Certificate will be made to the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Note Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which this Global Note Certificate is being held is open for business

## 7 EXCHANGE FOR REGULATION S INDIVIDUAL NOTE CERTIFICATES

This Regulation S Global Note Certificate will be exchanged in whole but not in part only for duly authenticated and completed individual note certificates ("**Regulation S Individual Note Certificates**") in substantially the form (subject to completion) set out in Schedule 3 (*Form of Regulation S Individual Note Certificate*) to the Note Trust Deed if (i) Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so or (ii) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political sub-division thereof), or of any authority therein or thereof having power to tax, or in the interpretation by a revenue authority or a court of, or in the administration of, such laws or regulations which become effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Notes which would not be required were the relevant Notes registered in the name of individual Noteholders and a certificate to such effect signed by an authorised director of the Issuer is delivered to the Note Trustee, (each, an "**Exchange Event**")

Such exchange shall be effected in accordance with paragraph 8 (*Delivery of Regulation S Individual Note Certificates*) below The Issuer shall notify the Holder of the occurrence of any such event as soon as practicable thereafter

## 8 DELIVERY OF REGULATION S INDIVIDUAL NOTE CERTIFICATES

Whenever this Regulation S Global Note Certificate is to be exchanged for Regulation S Individual Note Certificates, such Regulation S Individual Note Certificates shall be issued in an aggregate principal amount equal to the Principal Amount Outstanding of this Regulation S Global Note Certificate within five business days of the delivery, by

or on behalf of the Holder, Euroclear and/or Clearstream, Luxembourg, to the Registrar of such information as is required to complete and deliver such Regulation S Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Regulation S Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Regulation S Global Note Certificate at the Specified Office of the Registrar. Such exchange shall be effected in accordance with the provisions of the Paying Agency and Agent Bank Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Registrar has its Specified Office.

## **9 CONDITIONS APPLY**

Save as otherwise provided herein, the Holder of this Regulation S Global Note Certificate shall have the benefit of, and be subject to, the Note Conditions and, for the purposes of this Regulation S Global Note Certificate, any reference in the Note Conditions to "**Individual Note Certificate**" or "**Individual Note Certificates**" shall, except where the context otherwise requires, be construed so as to include this Regulation S Global Note Certificate.

## **10 NOTICES**

Notwithstanding the Notices Condition, so long as this Regulation S Global Note Certificate is held on behalf of Euroclear, Clearstream, Luxembourg or any other clearing system (an "**Alternative Clearing System**"), notices to Holders of Notes represented by this Regulation S Global Note Certificate may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or (as the case may be) such Alternative Clearing System.

## **11 LEGENDS**

The statements set out in the legends above are an integral part of this Regulation S Global Note Certificate and, by acceptance hereof, each Holder of this Regulation S Global Note Certificate agrees to be subject to and bound by such legends.

## **12 DETERMINATION OF ENTITLEMENT**

This Regulation S Global Note Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Regulation S Global Note Certificate.

## **13 AUTHENTICATION**

This Regulation S Global Note Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of the Registrar.

#### 14 GOVERNING LAW

This Regulation S Global Note Certificate, and all non-contractual obligations arising out of it or in connection with it, are governed by, and shall be construed in accordance with, English law

**AS WITNESS** the manual or facsimile signature of a duly authorised person on behalf of the Issuer

**NEWDAY PARTNERSHIP FUNDING 2014-1 PLC**

By

SFM Directors Limited  
as Director  
*[manual or facsimile signature]*  
*(duly authorised)*

**ISSUED** as of [•]

**AUTHENTICATED** for and on behalf of  
**CITIBANK, N.A., LONDON BRANCH**  
as Registrar  
without recourse, warranty or liability

By

*[manual signature]*  
*(duly authorised)*

**SCHEDULE 3**  
**FORM OF REGULATION S INDIVIDUAL NOTE CERTIFICATE**

Serial Number [•]

THE NOTE REPRESENTED BY THIS NOTE CERTIFICATE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), ANY STATE SECURITIES LAWS IN THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND NEITHER THE ISSUER NOR THE SECURITISED PORTFOLIO HAS BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940 (THE "INVESTMENT COMPANY ACT"). THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS NOTE, REPRESENTS THAT IT HAS OBTAINED THIS NOTE IN A TRANSACTION IN COMPLIANCE WITH THE SECURITIES ACT, THE INVESTMENT COMPANY ACT AND ALL OTHER APPLICABLE LAWS OF THE UNITED STATES OR ANY OTHER JURISDICTION, AND THE RESTRICTIONS ON SALE AND TRANSFER SET FORTH IN THE NOTE TRUST DEED, DATED [•] 2014 (AS AMENDED AND RESTATED FROM TIME TO TIME), BETWEEN THE ISSUER AND CITICORP TRUSTEE COMPANY LIMITED (THE "NOTE TRUSTEE"), (THE "NOTE TRUST DEED"). THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS NOTE, FURTHER REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS NOTE (OR ANY INTEREST HEREIN) EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT, THE INVESTMENT COMPANY ACT AND ALL OTHER APPLICABLE LAWS OF ANY JURISDICTION AND IN ACCORDANCE WITH THE RESTRICTIONS, CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE NOTE TRUST DEED (i) TO A TRANSFEREE THAT IS A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT (A "QIB") PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER QIB IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, (ii) TO A TRANSFEREE THAT IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) AND THAT IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (iii) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR REALES OF THIS NOTE AND, IN THE CASE OF CLAUSES (i) AND (ii), IN A PRINCIPAL AMOUNT WITH RESPECT TO EACH CLASS OF NOTES OF NOT LESS THAN £100,000 FOR THE PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING. EACH PURCHASER OR TRANSFEREE OF THIS NOTE WILL BE DEEMED TO HAVE MADE THE REPRESENTATIONS AND AGREEMENTS SET FORTH IN THE NOTE TRUST DEED.

JEACH PURCHASER AND EACH TRANSFEREE OF THIS NOTE OR OF AN INTEREST HEREIN IS DEEMED TO REPRESENT, WARRANT AND AGREE THAT EITHER (I) THE HOLDER IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE WILL NOT BE, (A) AN "EMPLOYEE BENEFIT PLAN" SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), (B) A "PLAN" WITHIN THE MEANING OF AND SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), (C) ANY PERSON OR ENTITY WHOSE ASSETS INCLUDE, OR ARE DEEMED FOR THE PURPOSES OF ERISA OR THE CODE TO INCLUDE, THE ASSETS OF ANY SUCH "EMPLOYEE BENEFIT PLAN" OR "PLAN" BY REASON OF 29 C.F.R. 2510.3-101 OR OTHERWISE, OR ANY OTHER EMPLOYEE BENEFIT PLAN SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("SIMILAR LAW"), AND IS NOT PURCHASING THIS NOTE ON BEHALF OF ANY SUCH PERSON, OR (II) THE PURCHASE, HOLDING AND SUBSEQUENT DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF ANY SUCH OTHER EMPLOYEE BENEFIT PLAN, ARE NOT IN VIOLATION OF ANY SUCH SUBSTANTIALLY SIMILAR LAW).]

PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH IN THE NOTE TRUST DEED. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF CITIBANK, N.A., LONDON BRANCH AS THE PRINCIPAL PAYING AGENT.

THE HOLDER OF THIS NOTE ACKNOWLEDGES THAT NOTWITHSTANDING ANY OTHER PROVISION OF THE NOTE TRUST DEED OR ANY OTHER TRANSACTION DOCUMENT, ALL PAYMENTS OF PRINCIPAL, INTEREST OR ANY OTHER AMOUNT TO BE MADE BY THE ISSUER IN RESPECT OF THE NOTES OR UNDER ANY TRANSACTION DOCUMENT WILL BE PAYABLE PURSUANT TO THE PRIORITY OF PAYMENTS SET OUT IN THE NOTE TRUST DEED AND ONLY FROM, AND TO THE EXTENT OF, THE SUMS PAID TO, OR NET PROCEEDS RECOVERED BY OR ON BEHALF OF, THE ISSUER IN RESPECT OF THE SECURITY (AS DEFINED IN THE SECURITY TRUST DEED AND CASH MANAGEMENT AGREEMENT, DATED [•] 2014 (AS AMENDED AND RESTATED FROM TIME TO TIME), AMONG NEWDAY PARTNERSHIP LOAN NOTE ISSUER LTD, NEWDAY PARTNERSHIP RECEIVABLES TRUSTEE LTD, NEWDAY PARTNERSHIP FUNDING PLC, NEWDAY CARDS LTD CITIBANK, N.A., LONDON BRANCH AND CITICORP TRUSTEE COMPANY LIMITED (THE "STDCMA")). IF THE PROCEEDS OF THE SECURITY (AS DEFINED IN THE STDCMA) ARE NOT SUFFICIENT FOR THE ISSUER TO MEET ITS OBLIGATIONS IN RESPECT OF THE NOTES AND OTHER TRANSACTION DOCUMENTS, NO OTHER ASSETS OF THE ISSUER WILL BE AVAILABLE TO MEET SUCH INSUFFICIENCY.

**NEWDAY PARTNERSHIP FUNDING 2014-1**

*(incorporated with limited liability under  
the laws of England and Wales)*

**[currency][amount]**

**Class [A/B/C/D/E/F] Asset Backed [Floating/Fixed] Rate Notes due 2017**

This Individual Note Certificate is issued in respect of the above captioned Notes (the "Notes") of NewDay Partnership Funding 2014-1 (the "Issuer"). The Notes are constituted by, are subject to, and have the benefit of the Note Trust Deed and are the subject of the Paying Agency and Agent Bank Agreement and other Issuer Documents.

Any reference herein to the "Note Conditions" is to the terms and conditions of the Notes attached hereto and any reference to a numbered "Note Condition" is to the correspondingly numbered provision thereof.

In this Individual Note Certificate, unless otherwise defined herein or the context requires otherwise, words and expressions have the meanings and constructions ascribed to them in the Note Conditions.

This is to certify that

of

is the person registered in the Register maintained by the Registrar in relation to the Notes as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the "Holder") of

£[amount]

in aggregate principal amount of the Notes.

The Issuer, for value received, promises to pay such principal sum to the Holder on the dates and in the amounts specified in the Note Conditions or on such earlier date or dates as the same may become payable in accordance with the Note Conditions, and to pay interest on the unpaid balance of such principal sum in arrear on the dates and at the rate specified in the Note Conditions, together with any additional amounts payable in accordance with the Note Conditions, all subject to and in accordance with the Note Conditions.

This Individual Note Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Individual Note Certificate.

This Individual Note Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of the Registrar.



**AS WITNESS** the manual or facsimile signature of a duly authorised person on behalf of the Issuer

**NEWDAY PARTNERSHIP FUNDING 2014-1 PLC**

By .  
SFM Directors Limited  
as Director  
*[manual or facsimile signature]*  
*(duly authorised)*

**ISSUED** as of [•]

**AUTHENTICATED** for and on behalf of  
**CITIBANK, N.A., LONDON BRANCH**  
as Registrar  
without recourse, warranty or liability

By  
*[manual signature]*  
*(duly authorised)*

## FORM OF TRANSFER

**FOR VALUE RECEIVED** . . . . . , being the registered holder of the Note represented by this Individual Note Certificate, hereby transfers to

of

£ . . . . . in principal amount of the £ [amount] Class [A/B/C/D/E/F] Asset Backed Floating Rate Notes due 20[•] (the "Notes") of NewDay Partnership Funding 2014-1 plc (the "Issuer") and irrevocably requests and authorises Citibank, N A , London Branch, in its capacity as registrar in relation to the Notes (or any successor to Citibank, N A , London Branch, in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it

We, as transferor of the Notes represented by this Individual Note Certificate, hereby certify that such Notes are being transferred in accordance with the transfer restrictions set forth in the Prospectus relating to the Notes dated [date] and in accordance with the terms of any legend on this Individual Note Certificate and that we are transferring such Notes<sup>1</sup>

1 ☐ to a person whom we reasonably believe is purchasing for its own account or accounts as to which it exercises sole investment discretion, such person and each such account is a qualified institutional buyer (as defined in Rule 144A under the United States Securities Act of 1933, as amended (the "Securities Act")), the purchaser is aware that the sale to it is being made in reliance upon Rule 144A under the Securities Act and such transaction meets the requirements of Rule 144A under the Securities Act and is in accordance with any applicable securities laws of any state of the United States or any other jurisdiction, or

2 ☐ to any of affiliate of the Issuer, or

3 ☐ in accordance with Regulation S under the Securities Act, and, accordingly, we hereby certify that

(a) the offer of the Notes was not made to a person in the United States,

☐<sup>2</sup> (i) at the time the buy order was originated, the buyer was outside the United States or we or any person acting on our behalf reasonably believed that the buyer was outside the United States, or

☐ (ii) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither we nor any person acting on our behalf know that the transaction was

<sup>1</sup> Tick one of the following boxes 1, 2, 3 or 4

<sup>2</sup> Tick box for one of alternative sub-paragraphs (b) as appropriate

prearranged with a buyer in the United States,

- (b) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or 904(b) of Regulation S, as applicable,
- (c) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act, and
- (d) with regard to transfers occurring within the period prior to and including the fortieth day after the Closing Date of the Notes, the Notes to which this form of transfer relates shall be held through either Euroclear or Clearstream, Luxembourg, or

4 ☐ pursuant to an exemption from registration provided by Rule 144 under the Securities Act, if available

If none of the foregoing boxes is ticked, the Registrar shall not be obliged to register the transfer of the Notes

Dated

By  
(*duly authorised*)

#### Notes

- (a) The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Individual Note Certificate
- (b) A representative of such registered holder should state the capacity in which he signs, e.g. executor
- (c) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Registrar may require
- (d) Any transfer of Notes shall be in an amount equal to £100,000 or any integral multiple of £1,000 in excess thereof

*[Attached to each Individual Note Certificate ]*

**TERMS AND CONDITIONS**

*[As set out in Schedule 1 of the Note Trust Deed]*

**[At the foot of the Terms and Conditions:]**

**REGISTRAR AND TRANSFER AGENT**

**CITIBANK, N.A., LONDON BRANCH**

Citigroup Centre  
Canary Wharf  
London E14 5LB

**PAYING AGENT**

**CITIBANK, N.A., LONDON BRANCH**

Citigroup Centre  
Canary Wharf  
London E14 5LB

**SCHEDULE 4**  
**PROVISIONS FOR MEETINGS OF NOTEHOLDERS**

**1 DEFINITIONS**

In this Note Trust Deed and the Note Conditions, the following expressions have the following meanings

**1.1 In relation to Meetings.**

**"Basic Terms Modification"** means any proposal to

- (a) change any date fixed for payment of principal or interest in respect of the Notes or any Class of Notes,
- (b) reduce or cancel the amount of principal or interest payable on any date in respect of the Notes or any Class of Notes,
- (c) alter the method of calculating the amount of any payment (including the priority of payment) in respect of the Notes or the date for any such payment,
- (d) change the currency of any payment under the Notes or any Class of Notes,
- (e) change the quorum requirements relating to Meetings or the majority required to pass an Extraordinary Resolution, or
- (f) to amend the definition of Basic Terms Modification,

**"Block Voting Instruction"** means, in relation to any Meeting, a document in the English language issued by the Registrar

- (a) certifying
  - (i) that certain specified Notes (each a **"Blocked Note"**) have been blocked in an account with a Clearing System and will not be released until the conclusion of the Meeting and that the holder of each Blocked Note or a duly authorised person on its behalf has instructed such Registrar that the votes attributable to such Blocked Note are to be cast in a particular way on each resolution to be put to the Meeting, or
  - (ii) that each registered holder of certain specified Notes (each a **"Relevant Note"**) or a duly authorised person on its behalf has instructed such Registrar that the votes attributable to each Relevant Note held by it are to be cast in a particular way on each resolution to be put to the Meeting, and

in each case that, during the period of 48 hours before the time fixed for the Meeting, such instructions may not be amended or revoked,

- (b) listing the total principal amount of the Blocked Notes and the Relevant Notes, distinguishing for each resolution between those in respect of which instructions have been given to vote for, or against, the resolution, and

- (c) authorising a named individual or individuals to vote in respect of the Blocked Notes and the Relevant Notes in accordance with such instructions,

**"Chairman"** means, in relation to any Meeting, the individual who takes the chair in accordance with paragraph 6 (*Chairman*),

**"Extraordinary Resolution"** means a resolution passed at a Meeting duly convened and held in accordance with this Schedule 4 (*Provisions for Meetings of Noteholders*) by a majority of not less than three-quarters of the votes cast,

**"Form of Proxy"** means, in relation to any Meeting, a document in the English language available from a Registrar signed by a Noteholder or, in the case of a corporation, executed under its seal or signed on its behalf by a duly authorised officer and delivered to the Registrar not later than 48 hours before the time fixed for such Meeting, appointing a named individual or individuals to vote in respect of the Notes held by such Noteholder,

**"Meeting"** means a meeting of Noteholders of any Class or Classes (whether originally convened or resumed following an adjournment),

**"Proxy"**, in the case of Notes means, in relation to any Meeting, a person appointed to vote under a Block Voting Instruction or a Form of Proxy other than any such person whose appointment has been revoked and in relation to whom the Registrar has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such Meeting. All references to "Proxy" or "Proxies" in this Schedule shall be read to include references to "sub-proxy" or "sub-proxies" as applicable,

**"Relevant Fraction"** means

- (a) for voting on any Extraordinary Resolution other than one relating to a Basic Terms Modification, two or more Voters holding or representing a clear majority of the aggregate Principal Amount Outstanding of the outstanding Notes of the relevant Class, and
- (b) for voting on Extraordinary Resolution relating to a Basic Terms Modification, two or more Voters holding or representing in aggregate not less than 75 per cent of the aggregate Principal Amount Outstanding of the outstanding Notes of the relevant Class,

**provided that**, so long as at least the Relevant Fraction of the aggregate principal amount of the outstanding Notes is represented by the Global Note Certificate or a single Individual Note Certificate, a Voter appointed in relation thereto or being the holder of the Notes represented thereby shall be deemed to be two Voters for the purposes set out in this definition,

**provided that**, in the case of a Meeting which has resumed after adjournment for want of a quorum, it means

- (i) for all business other than voting on an Extraordinary Resolution relating to a Basic Terms Modification, two or more Voters whatever the Principal Amount Outstanding of the outstanding Notes of the relevant Class so held or represented by such persons, and

- (ii) for voting on an Extraordinary Resolution relating to a Basic Terms Modification, two or more Voters holding or representing in the aggregate not less than 25 per cent of the aggregate Principal Amount Outstanding of the outstanding Notes of the relevant Class,

**provided that**, so long as at least the Relevant Fraction of the aggregate principal amount of the outstanding Notes is represented by the Global Note Certificate or a single Individual Note Certificate, a Voter appointed in relation thereto or being the holder of the Notes represented thereby shall be deemed to be two Voters for the purposes set out in this definition,

**"Voter"** means, in relation to any Meeting, (a) a Proxy or (b) (subject to paragraph 3 (*Record Date*) below) a Noteholder, **provided, however, that** (subject to paragraph 3 (*Record Date*) below) any Noteholder which has appointed a Proxy under a Block Voting Instruction or Form of Proxy shall not be a "Voter" except to the extent that such appointment has been revoked and the Registrar notified in writing of such revocation at least 48 hours before the time fixed for such Meeting,

**"Written Resolution"** means a resolution in writing signed by or on behalf of all holders of Notes for the time being outstanding who for the time being are entitled to receive notice of a Meeting in accordance with the provisions of this Schedule, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of the Notes,

**"24 hours"** means a period of 24 hours including all or part of a day (disregarding for this purpose the day upon which such Meeting is to be held) upon which banks are open for business in both the place where the relevant Meeting is to be held and in each of the places where the Paying Agents have their Specified Offices and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business as aforesaid, and

**"48 hours"** means 2 consecutive periods of 24 hours

## **1 ISSUE OF BLOCK VOTING INSTRUCTIONS AND FORMS OF PROXY**

The holder of a Note may require the Registrar to issue a Block Voting Instruction by arranging (to the satisfaction of such Registrar) for such Note to be blocked in an account with a Clearing System not later than 48 hours before the time fixed for the relevant Meeting. The holder of a Note may require the Registrar to issue a Block Voting Instruction by delivering to such Registrar written instructions not later than 48 hours before the time fixed for the relevant Meeting. Any holder of a Note may obtain an uncompleted and unexecuted Form of Proxy from the Registrar. A Block Voting Instruction and a Form of Proxy cannot be outstanding simultaneously in respect of the same Note.

## **2 REFERENCES TO BLOCKING/RELEASE OF NOTES**

Where Notes are represented by a Global Note Certificate are within a Clearing System, references to the blocking, or release, of Notes shall be construed in accordance with the usual practices (including blocking the relevant account) of such Clearing System

## **3 RECORD DATE**

The Issuer may fix a record date for the purposes of any Meeting or any resumption thereof following its adjournment for want of a quorum **provided that** such record date is not more than 10 days prior to the time fixed for such Meeting or (as the case may be) its resumption. The person in whose name a Note is registered in the relevant Register on the record date at the close of business in the city in which the Registrar that is maintaining such Register has its Specified Office shall be deemed to be the holder of such Note for the purposes of such Meeting and notwithstanding any subsequent transfer of such Note or entries in such Register

## **4 CONVENING OF MEETING**

The Issuer or the Note Trustee may convene a Meeting at any time and the Issuer or, as the case may be, the Note Trustee shall be entitled to cancel the Meeting convened by it **provided that** notice of such cancellation is given to the Noteholders in accordance with the Note Conditions no later than 24 hours before the time fixed for the Meeting, and the Note Trustee shall be obliged to convene a Meeting subject to its being indemnified and/or secured and/or prefunded to its satisfaction upon the request in writing of Noteholders holding not less than 10 per cent of the aggregate Principal Amount Outstanding of the outstanding Notes. Every Meeting shall be held on a date, and at a time and place, approved by the Note Trustee

## **5 NOTICE**

- 5.1 At least 21 days' notice (or, in the case of a Meeting adjourned for want of a quorum 10 days' notice) (in each case, exclusive of the day on which the notice is given and of the day on which the relevant Meeting is to be held) specifying the date, time and place of the Meeting shall be given to Noteholders, (with a copy to the Issuer where the Meeting is convened by the Note Trustee or, where the Meeting is convened by the Issuer, the Note Trustee)
- 5.2 The notice of a Meeting shall set out the full text of any resolutions to be proposed unless the Note Trustee agrees that the notice shall instead specify the nature of the resolutions without including the full text and shall state that Notes may be blocked in Clearing Systems for the purposes of appointing Proxies under Block Voting Instructions until 48 hours before the time fixed for the Meeting and a Noteholder may appoint a Proxy either under a Block Voting Instruction by delivering written instructions to the Registrar or by executing and delivering a Form of Proxy to the Specified Office of the such Registrar, in either case until 48 hours before the time fixed for the Meeting



## 6. CHAIRMAN

An individual (who may, but need not, be a Noteholder) nominated in writing by the Note Trustee may take the chair at any Meeting but, if no such nomination is made or if the individual nominated is not present within 15 minutes after the time fixed for the Meeting, those present may elect one of themselves to take the chair failing which, the Issuer may appoint a Chairman. The Chairman of an adjourned Meeting need not be the same person as was the Chairman of the original Meeting.

## 7. QUORUM

The quorum at any Meeting shall be at least two Voters representing or holding not less than the Relevant Fraction of the aggregate Principal Amount Outstanding of the outstanding Notes, **provided, however, that**, so long as at least the Relevant Fraction of the aggregate Principal Amount Outstanding of the outstanding Notes is represented by the Global Note Certificate or a single Individual Note Certificate, a Voter appointed in relation thereto or being the holder of the Notes represented thereby shall be deemed to be two Voters for the purpose of forming a quorum.

## 8. ADJOURNMENT FOR WANT OF QUORUM

If within 15 minutes after the time fixed for any Meeting a quorum is not present, then

8.1.1 in the case of a Meeting requested by Noteholders, it shall be dissolved, and

8.1.2 in the case of any other Meeting (unless the Issuer and the Note Trustee otherwise agree), it shall be adjourned for such period (which shall be not less than 10 days and no more than 42 days) and to such place as the Chairman determines (with the approval of the Note Trustee), **provided, however, that**

(a) the Meeting shall be dissolved if the Issuer and the Note Trustee together so decide, and

(b) no Meeting may be adjourned more than once for want of a quorum.

## 9. ADJOURNED MEETING

The Chairman may, with the consent of, and shall if directed by any Meeting adjourn such Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

## 10. NOTICE FOLLOWING ADJOURNMENT

Paragraph 5 (*Notice*) shall apply to any Meeting which is to be resumed after adjournment for want of a quorum save that

10.1.1 10 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be sufficient, and

10.1.2 the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes

It shall not be necessary to give notice of the resumption of a Meeting which has been adjourned for any other reason

## **11 PARTICIPATION**

The following may attend and speak at a Meeting

11.1.1 Voters,

11.1.2 representatives of the Issuer and the Note Trustee,

11.1.3 the financial advisers of the Issuer and the Note Trustee,

11.1.4 the legal counsel to the Issuer and the Note Trustee,

11.1.5 any other person approved by the Meeting or the Note Trustee, and

11.1.6 the Registrar

## **12 SHOW OF HANDS**

Every question submitted to a Meeting shall be decided in the first instance by a show of hands. Unless a poll is validly demanded before or at the time that the result is declared, the Chairman's declaration that on a show of hands a resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority shall be conclusive, without proof of the number of votes cast for, or against, the resolution. Where there is only one Voter, this paragraph shall not apply and the resolution will immediately be decided by means of a poll.

## **13 POLL**

A demand for a poll shall be valid if it is made by the Chairman, the Issuer, the Note Trustee or one or more Voters representing or holding not less than 50 per cent of the aggregate Principal Amount Outstanding of the outstanding Notes. The poll may be taken immediately or after such adjournment as the Chairman directs, but any poll demanded on the election of the Chairman or on any question of adjournment shall be taken at the Meeting without adjournment. A valid demand for a poll shall not prevent the continuation of the relevant Meeting for any other business as the Chairman directs.

## **14 VOTES**

Every Voter shall have

14.1.1 on a show of hands, one vote, and

14.1.2 on a poll, one vote in respect of each £ or such other amount as the Note Trustee may in its absolute discretion stipulate (or, in the case of Meetings of holders of Notes denominated in another currency, such amount in such other

currency as the Note Trustee in its absolute discretion may stipulate) in nominal amount of the outstanding Note(s) represented or held by him

Unless the terms of any Block Voting Instruction or Form of Proxy state otherwise, a Voter shall not be obliged to exercise all the votes to which he is entitled or to cast all the votes which he exercises in the same way. In the case of a voting tie the Chairman shall have a casting vote

In the case of any Meeting of holders of more than one Class of Notes where not all such Class are denominated the same currency, the principal amount of such Notes shall for all purposes in this Schedule 4 (*Provisions for Meetings of Noteholders*) (whether *inter alia* in respect of the Meeting or any poll resulting therefrom), be the equivalent in Sterling converted at the rate specified in the relevant Note Condition relating to such Notes. In such circumstances, on any poll each person present shall have one vote for each Unit of Notes (converted as above) which he holds

In this paragraph, a "Unit" means the lowest denomination of the Notes as stated in the Note Trust Deed

## 15 VALIDITY OF VOTES BY PROXIES

- 15.1 Any vote by a Proxy in accordance with the Block Voting Instruction or Form of Proxy shall be valid even if such Block Voting Instruction or Form of Proxy or any instruction pursuant to which it was given has been amended or revoked, **provided that** neither the Issuer, the Note Trustee nor the Chairman has been notified in writing of such amendment or revocation by the time which is 48 hours before the time fixed for the relevant Meeting
- 15.2 Unless revoked, any appointment of a Proxy under a Block Voting Instruction or Form of Proxy in relation to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment

## 16 POWERS

A Meeting shall have the power (exercisable only by Extraordinary Resolution), without prejudice to any other powers conferred on it or any other person

- 16.1.1 to approve any Basic Terms Modification,
- 16.1.2 to approve any proposal by the Issuer for any modification, abrogation, variation or compromise of any provisions of this Note Trust Deed or the Note Conditions or the Issuer Documents (as such term is defined in the Master Framework Agreement) or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes,
- 16.1.3 (Other than as permitted under Clause 20.3 (*Substitution*) of this Note Trust Deed) to approve the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Notes,
- 16.1.4 (Other than as permitted under Clause 20 (*Waiver*) of this Note Trust Deed) to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of this Note Trust Deed or the Notes or any act

or omission which might otherwise constitute an Event of Default under the Notes,

- 16.1.5 to remove any Note Trustee,
- 16.1.6 to approve the appointment of a new Note Trustee,
- 16.1.7 to authorise the Note Trustee (subject to its being indemnified and/or secured and/or prefunded to its satisfaction) or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution,
- 16.1.8 to discharge or exonerate the Note Trustee from any liability in respect of any act or omission for which it may become responsible under the Note Trust Deed,
- 16.1.9 to give any other authorisation or approval which under this Note Trust Deed or the Note Conditions is required to be given by Extraordinary Resolution, and
- 16.1.10 to appoint any persons as a committee to represent the interests of the Noteholders and to confer upon such committee any powers which the Noteholders could themselves exercise by Extraordinary Resolution

## **17 EXTRAORDINARY RESOLUTION BINDS ALL HOLDERS**

Subject to paragraph 18 (*Basic Terms Modifications*) and paragraph 19 (*Extraordinary Resolution of a single subordinated class*) which take priority over the following, any resolution passed at a Meeting of Noteholders duly convened and held in accordance with this Deed shall be binding upon all Noteholders of such Class or Classes, whether or not present at such Meeting and whether or not voting and

- a) any resolution passed at a meeting of the Class A Noteholders duly convened and held as aforesaid shall also be binding upon all the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders,
- b) any resolution passed at a meeting of the Class B Noteholders duly convened and held as aforesaid shall also be binding upon all the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders,
- c) any resolution passed at a meeting of the Class C Noteholders duly convened and held as aforesaid shall also be binding upon all the Class D Noteholders, the Class E Noteholders and the Class F Noteholders,
- d) any resolution passed at a meeting of the Class D Noteholders duly convened and held as aforesaid shall also be binding upon all the Class E Noteholders and the Class F Noteholders, and
- e) any resolution passed at a meeting of the Class E Noteholders duly convened and held as aforesaid shall also be binding upon all the Class F Noteholders, and

in each case, all of the relevant Classes of Noteholders shall be bound to give effect to any such resolutions so passed and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof

Notice of the result of every vote on an Extraordinary Resolution shall be given to the Noteholders and the Registrar with a copy to the Issuer, and the Note Trustee within 14 days of the conclusion of the Meeting.

## **18 BASIC TERMS MODIFICATIONS**

No Extraordinary Resolution involving a Basic Terms Modification that is passed by the holders of one Class of Notes shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each other Class of Notes then outstanding

## **19 EXTRAORDINARY RESOLUTION OF A SINGLE SUBORDINATED CLASS**

No Extraordinary Resolution to approve any matter other than a Basic Terms Modification of any Class of Noteholders shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each other Class of Notes then outstanding ranking senior to such Class(es) (to the extent that such Class(es) of Notes ranking senior to such class are then outstanding) unless the Note Trustee considers that the holders of each such Class of Notes ranking senior to such Class would not be materially prejudiced by such Extraordinary Resolution

## **20 MINUTES**

Minutes of all resolutions and proceedings at each Meeting shall be made. The Chairman shall sign the minutes, which shall be *prima facie* evidence of the proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been summarised and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted

## **21 WRITTEN RESOLUTION**

A Written Resolution shall take effect as if it were an Extraordinary Resolution

## **22 FURTHER REGULATIONS**

Subject to all other provisions contained in this Note Trust Deed, the Note Trustee may without the consent of the Issuer or the Noteholders prescribe such further regulations regarding the holding of Meetings of Noteholders and attendance and voting at them and/or the provision of the Written Resolution as the Note Trustee may in its sole discretion determine

## **23 JOINT MEETINGS**

Subject to the provisions of this Note Trust Deed and the Note Conditions, joint meetings of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders may be held to consider the same Extraordinary Resolution and the provisions of this Schedule 4 shall apply *mutatis mutandis* thereto

24      **SEVERAL CLASSES**

24 1    The following provisions shall apply where outstanding Notes belong to more than one Class

24 1 1    Business which in the opinion of the Note Trustee affects the Notes of only one Class shall be transacted at a separate Meeting of the holders of the Notes of that Class

24 1 2    Subject to paragraph 18 (*Basic Terms Modification*) business which in the opinion of the Note Trustee affects the Notes of more than one Class but does not give rise to an actual or potential conflict of interest between the holder of Notes or one such Class and the holders of Notes of any other such Class shall be transacted either at separate Meetings of the holders of the Notes of each such Class or at a single Meeting of the holders of the Notes of all such Classes, as the Note Trustee shall in its absolute discretion determine

24 1 3    Business which in the opinion of the Note Trustee affects the Notes of more than one Class and gives rise to an actual or potential conflict of interest between the holders of Notes of one such Class and the holders of Notes of any other such Class shall be transacted at separate Meetings of the holders of the Notes of each such Class

24 1 4    The preceding paragraphs of this Schedule shall be applied as if references to the Notes and Noteholders were to the Notes of the relevant Class or Classes and to the holders of such Notes

24 1 5    In this paragraph, "**business**" includes (without limitation) the passing or rejection of any resolution

## SCHEDULE 5 PRIORITY OF PAYMENTS

On each Interest Payment Date the Issuer will pay

- (a) *first*, in no order of priority between themselves but *pro rata* to the respective amounts then due, to pay remuneration then due to any Receiver or the Note Trustee and all amounts due in respect of legal fees and other costs, charges, liabilities, expenses, losses, damages, proceedings, claims and demands incurred by any Receiver or the Note Trustee under and in respect of the Issuer Documents and in enforcing the Security created by or pursuant to the Note Trust Deed or in perfecting title to the Security, together with interest thereon as provided in any such document,
- (b) *second*, (to the extent not met by paragraph (a) above) in payment or satisfaction (*pro rata* and *pari passu*) of all amounts then due and unpaid to the Note Trustee and/or any Appointee of the Note Trustee under the Note Trust Deed, the Registrar, the Agents, the Issuer Account Bank and the Issuer Corporate Services Provider and the Holdings Corporate Services Provider,
- (c) *third*, the Issuer Profit Amount to be retained by the Issuer as profit,
- (d) *fourth*, in or towards payment *pari passu* and rateably of amounts due and unpaid in respect of the Class A Notes in priority first to interest and secondly (where applicable) to principal,
- (e) *fifth*, in or towards payment *pari passu* and rateably of amounts due and unpaid in respect of the Class B Notes in priority first to interest and secondly (where applicable) to principal,
- (f) *sixth*, in or towards payment *pari passu* and rateably of amounts due and unpaid in respect of the Class C Notes in priority first to interest and secondly (where applicable) to principal,
- (g) *seventh*, in or towards payment *pari passu* and rateably of amounts due and unpaid in respect of the Class D Notes in priority first to interest and secondly (where applicable) to principal,
- (h) *eighth*, in or towards payment *pari passu* and rateably of amounts due and unpaid in respect of the Class E Notes in priority first to interest and secondly (where applicable) to principal,
- (i) *ninth*, in or towards payment *pari passu* and rateably of amounts due and unpaid in respect of the Class F Notes in priority first to interest and secondly (where applicable) to principal,
- (j) *tenth*, in or towards payment of any sums due from (or required to be provided for by) the Issuer to meet its liabilities to any taxation authority (including in respect of corporation tax to HM Revenue & Customs) to the extent not capable of being paid from Issuer Profit Amount,

- (k) *eleventh*, in or towards payment of any other sums due to Noteholders or sums due to third parties under obligations incurred in the course of the Issuer's business, and
- (l) *twelfth*, the Loan Note Issuer as deferred subscription price for the Series 2014-1 Loan Notes

Without prejudice to the above, if the Note Trustee holds any monies which represent principal and interest in respect of the Notes which have become void or in respect of which claims have been prescribed under Note Condition [12], the Note Trustee will hold such monies on the above trusts



**SCHEDULE 6  
FORM OF NOTICE TO ACCOUNT BANK**

**PART I  
NOTICE OF ASSIGNMENT**

From **NEWDAY PARTNERSHIP FUNDING 2014-1 PLC** as Issuer  
To **CITIBANK, N.A., LONDON BRANCH** as Account Bank  
CC **CITICORP TRUSTEE COMPANY LIMITED** as Note Trustee

For the attention of **CITIBANK, N.A., LONDON BRANCH**

[•] December 2014

Dear Sirs,

**NEWDAY PARTNERSHIP FUNDING 2014-1 PLC  
Account No [•] (the "Series 2014-1 Issuer Distribution Account")**

We give you notice that, by a Note Trust Deed dated [•] December 2014 between, *inter alios*, NewDay Partnership Funding 2014-1 Plc (the "**Issuer**") and Citicorp Trustee Company Limited (the "**Note Trustee**"), the Issuer has charged to the Note Trustee all of the Issuer's right, title, interest and benefit, present and future, in and to all sums of money which may now or hereafter from time to time stand to the credit of the Series 2014-1 Issuer Distribution Account (the "**Series 2014-1 Account**"), together with all interest accruing from time to time in the Series 2014-1 Account and the debts represented thereby and all its right, title, interest and benefit present and future in and to such debts

We authorise and instruct you, until receipt by you of further written instructions from the Note Trustee to permit the Series 2014-1 Account to be operated by the Issuer and/or the Note Trustee, in accordance with the terms of the Issuer Account Bank Agreement dated [•] December 2014 between, *inter alios*, the Issuer, the Note Trustee and you, and the mandate relating to the Series 2014-1 Loan Note Issuer Distribution Account (the "**Bank Mandate**") Until receipt by you of further written instructions from the Note Trustee, for the purposes of debiting the Series 2014-1 Account the signatures of any authorised signatories of the Issuer (in accordance with the Bank Mandate or any replacement bank mandate supplied to you from time to time by the Issuer, with a copy to the Note Trustee) shall be sufficient authorisation. You are not authorised to recognise any action on the part of the Issuer to close the Series 2014-1 Account

Statements in relation to the Series 2014-1 Account should, until receipt by you of further written instructions from the Note Trustee, be supplied to the Issuer as frequently as they request

This notice is irrevocable. Please acknowledge receipt of this notice to the Note Trustee on the enclosed Acknowledgement of Assignment.

Yours faithfully,

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for and on behalf of  
**NEWDAY PARTNERSHIP FUNDING 2014-1 PLC**

**PART II**  
**ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT TO ACCOUNT BANK**

From **CITIBANK, N.A., LONDON BRANCH** as Account Bank  
To **CITICORP TRUSTEE COMPANY LIMITED** as Note Trustee  
**NEWDAY PARTNERSHIP FUNDING 2014-1 PLC** as Issuer

[•] December 2014

Dear Sirs,

**NEWDAY PARTNERSHIP FUNDING 2014-1 PLC**  
**Account No [•] (the "Series 2014-1 Issuer Distribution Account")**

We acknowledge receipt of the Notice of Assignment dated [•] December 2014, relating to the Note Trust Deed dated [•] December 2014 and made between, *inter alios*, NewDay Partnership Funding 2014-1 Plc (the "Issuer") and Citicorp Trustee Company Limited (the "Note Trustee"). We further acknowledge that the assignment is effective to confer on the Note Trustee all the right, title, interest and benefit, present and future, of the Issuer in respect of all sums of money standing to the credit of the Series 2014-1 Issuer Distribution Account (the "Series 2014-1 Account") pursuant to the terms of the Note Trust Deed, together with all interest accruing from time to time in the Series 2014-1 Account and the debts represented thereby and all right, title, interest and benefit, present and future, therein (the "Assigned Assets")

We confirm that as at the date of this Acknowledgement of Assignment we have not received from any other person any notice of any assignment or charge of, or of any interest in, the Assigned Assets

We confirm that we will exercise no lien or right of combination or set off over or in respect of the Assigned Assets

We agree not to recognise any action on the part of the Issuer to close the Series 2014-1 Account and to give the Note Trustee notice forthwith of any attempt by the Issuer to do so

Yours faithfully,

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For and on behalf of  
**CITIBANK, N.A., LONDON BRANCH**

**SCHEDULE 7**  
**FORM OF NOTICE OF ASSIGNMENT TO TRANSACTION PARTIES**

**PART I**  
**NOTICE OF ASSIGNMENT TO TRANSACTION PARTIES**

**From**            **NEWDAY PARTNERSHIP FUNDING 2014-1 PLC** as Issuer

**To**              **NEWDAY PARTNERSHIP TRANSFEROR PLC** as Transferor  
                 **NEWDAY LTD** as Originator  
                 **NEWDAY CARDS LTD** as Arranger  
                 **NEWDAY PARTNERSHIP LOAN NOTE ISSUER LTD** as Loan Note  
                 Issuer  
                 **NEWDAY PARTNERSHIP RECEIVABLES TRUSTEE LTD** as  
                 Receivables Trustee  
                 **CITICORP TRUSTEE COMPANY LIMITED** as Security Trustee  
                 **CITIBANK, N.A, LONDON BRANCH** as Principal Paying Agent,  
                 Calculation Agent, Registrar and Issuer Account Bank  
                 **STRUCTURED FINANCE MANAGEMENT LIMITED** as Issuer  
                 Corporate Services Provider  
                 **THE ROYAL BANK OF SCOTLAND PLC** as Arranger and Joint Lead  
                 Manager  
                 **CITIGROUP GLOBAL MARKETS LIMITED** as Joint Lead Manager  
                 **BANCO SANTANDER, S.A** as Joint Lead Manager  
                 **DEUTSCHE BANK AG, LONDON BRANCH** as Joint Lead Manager

**CC**              **CITICORP TRUSTEE COMPANY LIMITED** as Note Trustee

[•] December 2014

Dear Sirs,

**NEWDAY PARTNERSHIP FUNDING 2014-1 PLC**

We hereby give you notice that, by a Note Trust Deed dated [•] December 2014 and made between, *inter alios*, NewDay Partnership Funding 2014-1 Plc (the "Issuer") and Citicorp Trustee Company Limited (the "Note Trustee"), (the "Note Trust Deed"), the Issuer assigned to the Note Trustee by way of security the Issuer's rights, title, interest and benefit, present and future, in the Issuer Documents and the 2014-1 Loan Notes

Subject to any other instructions given to any of you by the Note Trustee, you are instructed to deal with the Issuer in relation to the Issuer Documents and the 2014-1 Loan Notes as if the assignment referred to in the preceding paragraph had not taken place, save that you are not authorised to recognise the exercise by the Issuer of any right to vary or terminate the Issuer Documents or the terms of the 2014-1 Loan Notes unless the prior written consent of the Note Trustee to such exercise has been obtained

This notice is irrevocable. Please acknowledge receipt of this notice to the Note Trustee on the enclosed Acknowledgement of Assignment. Words and expressions used in this Notice shall have the meanings assigned to them in the Master Definitions Schedule set out in

Schedule 1 of the Issuer Master Framework Agreement dated [•] December 2014 made between, *inter alios*, the Issuer and the Note Trustee and the Note Trust Deed

Yours faithfully,

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for and on behalf of  
**NEWDAY PARTNERSHIP FUNDING 2014-1 PLC**

**PART II**  
**ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT TO TRANSACTION**  
**PARTIES**

From **NEWDAY PARTNERSHIP TRANSFEROR PLC** as Transferor  
**NEWDAY LTD** as Originator  
**NEWDAY CARDS LTD** as Arranger  
**NEWDAY PARTNERSHIP LOAN NOTE ISSUER LTD** as Loan Note  
Issuer  
**NEWDAY PARTNERSHIP RECEIVABLES TRUSTEE LTD** as  
Receivables Trustee  
**CITICORP TRUSTEE COMPANY LIMITED** as Security Trustee  
**CITIBANK, N.A, LONDON BRANCH** as Principal Paying Agent,  
Calculation Agent, Registrar and Issuer Account Bank  
**STRUCTURED FINANCE MANAGEMENT LIMITED** as Issuer  
Corporate Services Provider  
**THE ROYAL BANK OF SCOTLAND PLC** as Arranger and Joint Lead  
Manager  
**CITIGROUP GLOBAL MARKETS LIMITED** as Joint Lead Manager  
**BANCO SANTANDER, S.A** as Joint Lead Manager  
**DEUTSCHE BANK AG, LONDON BRANCH** as Joint Lead Manager

To **NEWDAY PARTNERSHIP FUNDING 2014-1 PLC** as Issuer

CC **CITICORP TRUSTEE COMPANY LIMITED** as Note Trustee

[•] December 2014

Dear Sirs,

**NEWDAY PARTNERSHIP FUNDING 2014-1 PLC**

We hereby acknowledge receipt of the Notice of Assignment dated [•] December 2014 relating to the Note Trust Deed dated [•] December 2014. We further acknowledge that the assignment is effective to confer on the Note Trustee and the made between, *inter alios*, the Issuer and Citicorp Trustee Company Limited (in its capacity as Note Trustee) the 2014-1 Loan Notes

We confirm that as at the date of this Acknowledgement of Assignment we have not received from any other person any notice of assignment or charge of, or of any interest in, the Issuer Documents or the 2014-1 Loan Notes

We agree not to recognise the exercise by the Issuer of any right to vary or terminate the Issuer Documents or the terms of the 2014-1 Loan Notes without the Note Trustee's prior written consent and to give the Note Trustee notice forthwith of any attempt by the Issuer to do so. We further agree not to amend or modify the Issuer Documents or the 2014-1 Loan Notes without the Note Trustee's prior written approval

Words and expressions used in this Notice shall have the meanings assigned to them in the Master Definitions Schedule set out in Schedule 1 of the series 2014-1 issuer master

Framework Agreement dated [•] December 2014 made between, *inter alios*, the Issuer and the Note Trustee and the Note Trust Deed

Yours faithfully,

For and on behalf of  
**NEWDAY PARTNERSHIP TRANSFEROR PLC**  
by [•], as [Director/Authorised Signatory]

Yours faithfully,

For and on behalf of  
**NEWDAY LTD**  
by [•], as [Director/Authorised Signatory]

Yours faithfully,

For and on behalf of  
**NEWDAY CARDS LTD**  
by [•], as [Director/Authorised Signatory]

Yours faithfully,

For and on behalf of  
**NEWDAY PARTNERSHIP LOAN NOTE ISSUER LTD**  
per pro SFM Directors Limited, as Director

Yours faithfully,

For and on behalf of  
**NEWDAY PARTNERSHIP RECEIVABLES TRUSTEE LTD**  
per pro SFM Directors (Jersey) Limited, as Director

Yours faithfully,

For and on behalf of  
**CITICORP TRUSTEE COMPANY LIMITED**

Yours faithfully,

For and on behalf of  
**CITIBANK, N.A, LONDON BRANCH**

Yours faithfully,

Authorised Signatory  
For and on behalf of  
**STRUCTURED FINANCE MANAGEMENT LIMITED**

Yours faithfully,

For and on behalf of  
**THE ROYAL BANK OF SCOTLAND PLC**



Yours faithfully,

For and on behalf of  
**CITIGROUP GLOBAL MARKETS LIMITED**

Yours faithfully,

For and on behalf of  
**BANCO SANTANDER, S.A**

Yours faithfully,

For and on behalf of  
**DEUTSCHE BANK AG, LONDON BRANCH**

**EXECUTION PAGE FOR THE NOTE TRUST DEED**

**The Issuer**

**EXECUTED as a DEED by**  
**NEWDAY PARTNERSHIP**  
**FUNDING 2014-1 PLC**  
by two directors.  
SFM Directors Limited  
SFM Directors (No.2) Limited

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**The Note Trustee**

**EXECUTED as a DEED by**  
**CITICORP TRUSTEE**  
**COMPANY LIMITED**  
acting by its attorney

)  
)  
)  
)



in the presence of:

A black rectangular redaction box covering the signature of the witness.

Signature of witness

Luke Stowe

Name of witness

10 Upper Bank Street

Address of witness

London, E14 5JJ