

MR01

Particulars of a charge

Laserform

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

☒ **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 there is
instrument Use form MR08

WEDNESDAY



LD2 *L3MXMJWW* 17/12/2014 #3
COMPANIES HOUSE

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 delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



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 0 9 2 5 5 8 3 1

Company name in full BASINGHALL MORTGAGE FINANCE NO 1 LIMITED

For official use

→ **Filling 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 d1 d1 m1 m2 y2 y0 y1 y4

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

ACTING AS SECURITY TRUSTEE

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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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  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 MICHAEL LORRAINE

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 S S

Country

DX DX Box No 12 Chancery Lane London

Telephone 020 7628 2020



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9255831

Charge code: 0925 5831 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2014 and created by BASINGHALL MORTGAGE FINANCE NO 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th December 2014.

Given at Companies House, Cardiff on 22nd December 2014

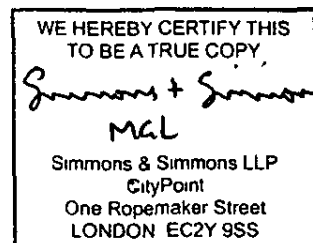


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION



Company Deed of Charge

between

Basinghall Mortgage Finance No.1 Limited
as Company

Citicorp Trustee Company Limited
as Security Trustee

Macquarie Bank Limited, London Branch
as Original Lender, Agent and Arranger

Macquarie Bank International Limited
as Original Hedge Provider

Basinghall Finance Limited
as Seller and Administrator

and

Bluestone Mortgages Investment Limited
as BidCo

relating to

£218,057,469.67 secured credit facility

Simmons & Simmons

Simmons & Simmons LLP CityPoint One Ropemaker Street London EC2Y 9SS United Kingdom
T +44 20 7628 2020 F +44 20 7628 2070 DX Box No 12

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THIS DEED is dated 11 December 2014 and made

BETWEEN:

- (1) **BASINGHALL MORTGAGE FINANCE NO.1 LIMITED**, (the "Company"), registered in England and Wales as company number 09255831 whose registered office is at Woolgate Exchange, 25, Basinghall Street, London, EC2V 5HA, and
- (2) **CITICORP TRUSTEE COMPANY LIMITED**, (the "Security Trustee"), registered in England and Wales with limited liability as company number 00235914 whose registered office is at Citigroup Centre, Canada Square Canary Wharf, London E14 5LB in its capacity as Security Trustee, and
- (3) **MACQUARIE BANK LIMITED, LONDON BRANCH**, (the "Arranger", the "Original Lender" and the "Agent"), incorporated in Australia with ABN 46008583542 and acting through its office in London, England at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD, and
- (4) **MACQUARIE BANK INTERNATIONAL LIMITED**, (the "Original Hedge Provider"), registered in England and Wales as company number 06309906 whose registered office is at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD, and
- (5) **BASINGHALL FINANCE LIMITED**, (the "Seller" and the "Administrator") of Woolgate Exchange, 25 Basinghall Street, London, EC2V 5HA, and
- (6) **BLUESTONE MORTGAGES INVESTMENT LIMITED**, ("BidCo"), registered in England and Wales as company number 09164380 whose registered office is at Newnham Mill, Newnham Road, Cambridge, CB3 9EY

BACKGROUND:

- 1 1 The Lenders have agreed to make available to the Company a sterling loan facility of an amount of £218,057,469 67, guaranteed by the Guarantor, subject to and upon the terms and conditions contained in the Facility Agreement
- 1 2 Pursuant to the Mandate Letter, the Company has agreed to pay certain fees to the Arranger in respect of the refinancing of the Mortgage Portfolio
- 1 3 As a condition precedent to and pursuant to the provisions of the Facility Agreement, the Company has agreed to enter into this Deed for the purpose of securing its Company Secured Obligations
- 1 **Interpretation**
 - 1 1 In this Deed, except so far as the context otherwise requires and subject to any contrary indication, words and expressions defined or construed in the master definitions and construction schedule dated 11 December 2014 (the "Master Definitions and Construction Schedule") signed by, among others, the parties to this Deed shall have the same meanings and construction as are set out in the Master Definitions and Construction Schedule
 - 1 2 Where reference is made in this Deed to the Administration Agreement, the provisions to which reference is made shall be deemed to be included in this Deed to the extent necessary to give effect thereto. In the event of any inconsistency between a term of this Deed and the Administration Agreement, the term of this Deed will prevail

- 1 3 References in this Deed to a particular numbered clause of the Administration Agreement, shall, in relation to any agreement under which a substitute administrator is appointed, be construed as a reference to the provisions (if any) in such agreement which correspond to the provisions of such particular numbered clause of the Administration Agreement
- 1 4 For the avoidance of doubt but subject to Clause 9 5, references to the Security Trustee in this Deed are, save where expressly provided otherwise, to it acting in its capacity as trustee for the Secured Parties on and subject to the terms of this Deed
- 1 5 The terms of the other Relevant Documents are incorporated herein to the extent required for any contract for the disposition of an interest in land (as defined in section 2(6) of the LP (MP) Act) contained herein to be a valid agreement in accordance with section 2(1) of LP (MP) Act In the event of any inconsistency between a term of this Deed and any other Relevant Document, the term of this Deed will prevail

2 **Covenants to pay**

The Company covenants with and undertakes to the Security Trustee (for itself and the other Secured Parties) that it will duly and punctually pay or discharge the Company Secured Obligations as and when the same become due and payable in accordance with their terms

3 **Security Interests created by the Company**

3 1 **Mortgage Loans and their Related Security**

(A) The Company hereby sub-charges, conveys, transfers and assigns to the Security Trustee with Full Title Guarantee by way of first fixed security for the discharge and payment of the Company Secured Obligations

(1) subject where applicable to the subsisting rights of redemption of the Borrower, all right, title, interest and benefit of the Company in and to each Mortgage Loan comprised in the Mortgage Portfolio including for the avoidance of doubt but without limitation other than as herein before expressly excluded

(a) all sums of principal, interest or any other sum payable from time to time under such Mortgage Loan and the right to demand, sue for, recover, receive and give receipts for all principal moneys payable or to become payable under each such Mortgage Loan and the interest and all other sums to become due thereon or thereunder, and

(b) the benefit of and the right to sue on all covenants and undertakings with and to, or vested in, the Company in respect of each such Mortgage Loan and its Related Security and the right to exercise all powers of the Company in relation to each such Mortgage Loan and its Related Security, and

(2) all its right, title, interest, and benefit (both present and future) in and to the Related Security relating to the Mortgage Loans comprised in the Mortgage Portfolio and in and to any causes and rights of action (and the net proceeds thereof) (both present and future) against any person in connection with any report, valuation, opinion, certificate, consent or other statement of fact or opinion given in connection with any such Mortgage Loan and its Related

Security or affecting any decision to make or acquire the relevant Mortgage Loan and its Related Security,

TO HOLD the same unto the Security Trustee absolutely as trustee for the Secured Parties (in each case to the extent only of the Company Secured Obligations to which such Secured Party shall be entitled), subject to Clause 5 (*Redemption and release*)

- (B) If, in accordance with Clause 5 (*Perfection of Company's legal title*) of the Mortgage Sale Agreement (or otherwise), legal title to any Mortgage Loans and their Related Security is transferred to the Company, the Company will, if and when called upon to do so by the Security Trustee, forthwith
- (1) take all such steps as are necessary to perfect legal title to the Mortgage Loans and their Related Security comprised in the Mortgage Portfolio including, without limitation, registration of the Company as proprietor of the relevant Mortgages of Registered Land at H M Land Registry and giving notice of any assignment of the benefit of any Insurance Contract comprised in any Related Security to the relevant Insurance Companies, and
 - (2) execute and deliver to the Security Trustee a legal sub-mortgage over such Mortgages and a legal assignment of the other Related Security, in each case in such form as the Security Trustee shall require

3.2 Rights against the Seller

- (A) The Company hereby conveys, transfers and assigns with Full Title Guarantee by way of first fixed security for the discharge and payment of the Company Secured Obligations absolutely to the Security Trustee, as trustee for the Secured Parties (in each case to the extent only of the Company Secured Obligations to which each such Secured Party shall be entitled), all its right, title, interest and benefit present and future in
- (1) the Mortgage Sale Agreement,
 - (2) the Facility Agreement, and
 - (3) the Collection Account Declaration of Trust,
- including all rights to receive payment of any amounts which may become payable to the Company thereunder and all payments received by the Company thereunder including, without limitation, the benefit of any covenants contained therein, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof, subject to Clause 5 (*Redemption and release*)]
- (B) Notwithstanding the creation of such Security Interests by or pursuant to this Deed, each of the parties hereto agrees that the Seller may continue to make all payments becoming due from it to the Company under any of the Mortgage Sale Agreement and the Collection Account Declaration of Trust in the manner envisaged thereby (which payment shall constitute a good discharge to the Seller) until receipt of express written notice from the Security Trustee or any Receiver

requiring such payments to be made elsewhere, which notice shall not be given at any time prior to the date on which the Security Interests created by or pursuant to this Deed become enforceable

3 3 Rights under the Administration Agreement

- (A) The Company hereby conveys, transfers and assigns with Full Title Guarantee by way of first fixed security for the discharge and payment of the Company Secured Obligations absolutely to the Security Trustee, as trustee for the Secured Parties (in each case to the extent only of the Company Secured Obligations to which each such Secured Party shall be entitled), all its right, title, interest and benefit present and future in the Administration Agreement including all rights to receive payment of any amounts which may become payable to the Company thereunder and all payments received by the Company thereunder including, without limitation, the benefit of the covenants therein contained, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof, subject to Clause 5 (*Redemption and release*)
- (B) Notwithstanding Clause 3 3(A), each of the parties hereto agrees that the Administrator may continue to make all payments becoming due from it to the Company under the Administration Agreement in the manner envisaged thereby (which payment shall constitute a good discharge to the Administrator) until receipt of express written notice from the Security Trustee or any Receiver requiring such payments to be made elsewhere, which notice shall not be given at any time prior to the date on which the Security Interests created by or pursuant to this Deed become enforceable

3 4 Rights against any Hedge Provider and any Hedge Guarantor

- (A) The Company hereby conveys, transfers and assigns with Full Title Guarantee by way of first fixed security for the discharge and payment of the Company Secured Obligations absolutely to the Security Trustee, as trustee for the Secured Parties (in each case to the extent only of the Company Secured Obligations to which each such Secured Party shall be entitled), all its right, title, interest and benefit present and future in any Hedge Agreement and any Hedge Guarantee including all rights to receive payment of any amounts which may become payable to the Company thereunder and all payments received by the Company thereunder including, without limitation, the benefit of the covenants therein contained, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof, subject to Clause 5 (*Redemption and release*)
- (B) Notwithstanding Clause 3 4(A), each of the parties hereto agrees that each Hedge Provider and each Hedge Guarantor may continue to make all payments becoming due from it to the Company under any Hedge Agreement and any Hedge Guarantee respectively in the manner envisaged thereby (which payment shall constitute a good discharge to any such Hedge Provider and any such Hedge Guarantor as appropriate) until receipt of express notice from the Security Trustee or the Receiver requiring such payments to be made elsewhere, which notice shall not be given at any time prior to the date on which the Security Interests created by or pursuant to this Deed become enforceable

3 5 Company Transaction Account

- (A) The Company hereby conveys, transfers and assigns with Full Title Guarantee by way of first fixed security for the discharge and payment of the Company Secured Obligations absolutely to the Security Trustee, as trustee for the Secured Parties (in each case to the extent only of the Company Secured Obligations to which each such Secured Party shall be entitled), all its right, title, interest and benefit present and future in and to all sums of money which may now be or hereafter are from time to time standing to the credit of the Company Transaction Account and any other bank or other account in which the Company may at any time acquire any right, title, interest or benefit (whether as holder of such account, by way of assignment or as beneficiary under any trust) together with all interest accruing from time to time thereon and the debt represented by each such account or trust, subject to Clause 5 (*Redemption and release*)
- (B) During the continuance of the security the Company shall not, except as expressly permitted by the Transaction Documents or with the prior written consent of the Security Trustee, withdraw from the Company Transaction Account the whole or any part of the amount standing to the credit of the Company Transaction Account and shall not in any event do so after the date on which the Security Interests created by or pursuant to this Deed become enforceable. Until such date and notwithstanding the Security Interests created pursuant to Clause 3 5(A), amounts may be withdrawn from the Company Transaction Account as so permitted or with the prior written consent of the Security Trustee

3 6 Investments

- (A) The Company hereby charges with Full Title Guarantee by way of first fixed charge for the discharge and payment of the Company Secured Obligations absolutely to the Security Trustee, as trustee for the Secured Parties (in each case to the extent only of the Company Secured Obligations to which each such Secured Party shall be entitled), all its right, title, interest and benefit present and future in the Authorised Investments and each of them made by the Company in accordance with Paragraph 1 11 (*Authorised Investments*) of Schedule 1 (*Cash Management Services*) of the Administration Agreement out of moneys standing to the credit of the Company Transaction Account and all other investments in which the Company may at any time acquire any right, title, interest or benefit, in each case together with all moneys, income and proceeds to become payable thereunder or thereon and the benefits of all covenants relating thereto and all powers and remedies for enforcing the same, subject to Clause 5 (*Redemption and release*)
- (B) The Company shall procure that, in each case where such an Authorised Investment comprises the deposit of cash in a deposit account with a third party, the cash shall be deposited under instruction that it may not be paid out of such deposit account otherwise than by transferring such cash, together with interest accrued thereon, direct to the Company Transaction Account which instructions may not be altered without the consent of the Security Trustee and, prior to the date on which the Security Interests created by or pursuant to this Deed become enforceable, the Company (which consent shall not, in the case of the Company, be unreasonably withheld or delayed)

3 7 Mortgage Warranty Rights

- (A) The Company hereby conveys, transfers and assigns with Full Title Guarantee by way of first fixed security for the discharge and payment of the Company Secured Obligations absolutely to the Security Trustee, as trustee for the Secured Parties (in each case to the extent only of the Company Secured Obligations to which each such Secured Party shall be entitled), all its right, title, interest and benefit (present and future) in and to the Warranty Assignment Deed, and all its rights, title, interest and benefit (present and future) in the Mortgage Warranty Rights assigned to it by BidCo thereunder, including all rights to receive payment of any amounts which may become payable to the Company thereunder and all payments received by the Company thereunder including, without limitation, all rights of action in respect of any breach of any Mortgage Warranty and all rights to receive damages or obtain other relief in respect thereof, subject to Clause 5 (*Redemption and release*)
- (B) Notwithstanding Clause 3 7(A), each of the parties hereto agrees that all payments becoming due to the Company under the Warranty Assignment Deed or in respect of the Mortgage Warranty Rights may be made to the Company in the manner envisaged thereby (which payment shall constitute a good discharge to any person obliged thereunder to make such payment) until receipt of express written notice from the Security Trustee or any Receiver requiring such payments to be made elsewhere, which notice shall not be given at any time prior to the date on which the Security Interests created by or pursuant to this Deed become enforceable
- (C) The Company agrees that it will diligently pursue its rights under the Warranty Assignment Deed and in respect of the Mortgage Warranty Rights insofar as there is any breach of Mortgage Warranty in respect of any Mortgage Loan or its Related Rights comprised in the Mortgage Portfolio, but only if and to the extent that the exercise of those rights in the manner proposed would not result in an Event of Default. Following the service of an Enforcement Notice in respect of the Company, the Security Trustee (on behalf of the Secured Parties) shall be entitled to exercise (without any further consent or authority on the part of the Company and irrespective of any direction given by the Company) any of the Company's rights under the Warranty Assignment Deed including the Mortgage Warranty Rights

3 8 Causes of action

- (A) The Company hereby conveys, transfers and assigns with Full Title Guarantee by way of first fixed security for the discharge and payment of the Company Secured Obligations absolutely to the Security Trustee, as trustee for the Secured Parties (in each case to the extent only of the Company Secured Obligations to which each such Secured Party shall be entitled), to the extent that the same is not otherwise effectively charged by way of fixed charge or otherwise assigned as security by or pursuant to this Clause 3 (*Security Interests created by the Company*), all its right, title, interest and benefit, present and future, in and to any causes and rights of action (and the net proceeds thereof) of the Company, present and future, against any person in connection with any report, valuation, opinion, certificate or other statement of fact or opinion given in connection with any Mortgage Loans comprised in the Mortgage Portfolio and their Related Security or affecting the decision of the Seller or any other Seller, as the case may be, to make any of the Mortgage Loans

- (B) Notwithstanding Clause 3 8(A), each of the parties hereto hereby agrees that any and all payments becoming due to the Company in respect of any such causes of action may be paid to the Company (which payment shall constitute a good discharge to any person required to make such payment) until receipt of express written notice from the Security Trustee or the Receiver requiring such payments to be made elsewhere which notice shall not be given at any time prior to the date on which the security created by or pursuant to this Deed becomes enforceable

3 9 Insurance Contracts

- (A) The Company hereby conveys, transfers and assigns with Full Title Guarantee by way of first fixed security for the discharge and payment of the Company Secured Obligations absolutely to the Security Trustee, as trustee for the Secured Parties (in each case to the extent only of the Company Secured Obligations to which each such Secured Party shall be entitled), all its right, title, interest and benefit present and future in and to the Insurance Contracts and any other contract of insurance in which the Company has, or acquires, an interest (to the extent that such right, title, interest and benefit is not effectively charged by way of fixed charge or otherwise assigned as security by or pursuant to this Clause 3 (*Security Interests created by the Company*)) including the right to receive the proceeds of any claim, the benefit of all covenants relating thereto and all powers and remedies for enforcing the same
- (B) Notwithstanding Clause 3 9(A), each of the parties hereto hereby agrees that any amounts becoming due under any insurance contract over which Security Interests have been created pursuant to this Clause 3 9 (*Insurance Contracts*) may be paid to the Company in the manner envisaged thereby (which payment shall constitute a good discharge to the relevant insurance company) until receipt of express notice from the Security Trustee or the Receiver requiring such payments to be made elsewhere, which notice shall not be given at any time prior to the date on which the Security Interests created by or pursuant to this Deed become enforceable

3 10 Finance Documents

- (A) The Company hereby conveys, transfers and assigns with Full Title Guarantee by way of first fixed security for the discharge of the Company Secured Obligations absolutely to the Security Trustee, as trustee for the Secured Parties (in each case to the extent only of the Company Secured Obligations to which each such Secured Party shall be entitled), to the extent the same is not otherwise effectively charged by way of fixed charge or otherwise assigned as security by or pursuant to this Clause 3 (*Security Interests created by the Company*), all its right, title, interest and benefit present and future in and to any Finance Documents to which it is a party including all rights to receive payment of any amounts which may become payable to the Company thereunder and all payments received by the Company thereunder including, without limitation, the benefit of the covenants therein contained, all rights to serve notices and/or make demands thereunder, and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof, subject to Clause 5 (*Redemption and release*)
- (B) Notwithstanding Clause 3 10(A), each of the parties hereto agrees that all payments becoming due to the Company under any of the Finance Documents as aforesaid may be made to the Company in the manner envisaged thereby (which payment shall constitute a good discharge to any person obliged thereunder to make such payment) until receipt of express written notice from the Security

Trustee or any Receiver requiring such payments to be made elsewhere, which notice shall not be given at any time prior to the date on which the Security Interests created by or pursuant to this Deed become enforceable

3 11 Floating charge

The Company hereby charges with Full Title Guarantee for the discharge and payment of the Company Secured Obligations by way of first floating charge to the Security Trustee, as trustee for the Secured Parties (in each case to the extent only of the Company Secured Obligations to which each such Secured Party shall be entitled), the whole of its undertaking and all its property and assets whatsoever and wheresoever situate, present and future (including, without limitation, its uncalled capital and any property held on trust for its benefit by a third party), other than any property or assets from time to time or for the time being effectively charged by way of fixed charge, or otherwise effectively conveyed, transferred or assigned as security, by this Clause 3 (*Security Interests created by the Company*), subject to Clause 5 (*Redemption and release*) Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by this Clause 3 11 (*Floating charge*)

3 12 Crystallisation of floating charge

The Security Trustee may crystallise the floating charge created pursuant to Clause 3 11 (*Floating charge*) by notice in writing to the Company if:

- (A) the Security Trustee reasonably considers it necessary to do so in order to protect or preserve the Security Interests created by or pursuant to this Deed over the Company Charged Property which is the subject of that floating charge and/or the priority of that charge over any other floating charge created by the Company, and/or
- (B) on, or at any time following, the occurrence of an Event of Default (whether or not the Event of Default is continuing at the relevant time)

3 13 Automatic crystallisation

If, without the prior written consent of the Security Trustee, the Company creates or purports to create any Security Interest over any of the Company Charged Property not expressed to be subject to a fixed charge under this Deed, or attempts to do so, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of such Company Charged Property, the floating charge created by this Deed over the Company Charged Property the subject of such Security Interest or process will automatically, without notice, be converted into a fixed charge as soon as such event occurs

4 The Security Trustee, notice and acknowledgement

4 1 Security Trustee

Notwithstanding anything else in this Deed, it is hereby agreed that the Security Trustee does not assume, nor shall the Security Trustee be obliged to perform, any obligations of any other party to, or any person who becomes bound by, this Deed and nothing herein shall be construed so as to transfer any of such obligations to the Security Trustee

4 2 Notice and Acknowledgement

The execution by the Company of this Deed shall constitute notice to the Original Lender, the Agent, the Arranger, the Original Hedge Provider, the Seller, the Administrator, the Security Trustee and BidCo of the conveyance, transfer and assignment of all the Company's right, title, interest and benefit present and future in and to the Finance Documents to which each of them are respectively parties and the execution of this Deed by the Original Lender, the Agent, the Arranger, the Original Hedge Provider, the Seller, the Administrator, the Security Trustee and BidCo shall constitute acknowledgement by them respectively of such conveyance, transfer and assignment

5 Redemption and release

5 1 On the irrevocable and unconditional payment or discharge in full by the Company of the Company Secured Obligations, the Security Trustee at the request and cost of the Company, and if so directed by the Agent, shall release and (as applicable) reassign the Company Charged Property to the Company or any other person entitled thereto, provided that no such payment, discharge, release, reconveyance, retransfer or reassignment which may be avoided or reduced under any enactment or law relating to bankruptcy or insolvency (including, without limitation, sections 238 to 245 of the Insolvency Act or similar laws), and no release, settlement or discharge given or made by the Security Trustee on the faith of any such release, reconveyance, retransfer or reassignment, shall prejudice or affect the right of the Security Trustee to enforce the Security Interests created by or pursuant to this Deed hereby and pursuant hereto in respect of the full extent of the Company Secured Obligations as if such payment or reduction had not occurred, and provided further that following any release, reconveyance, retransfer or reassignment of the Company Charged Property to the Company or any other person entitled thereto pursuant to this Clause 5 1 neither the Company nor such other persons nor any purchaser from, or any other person dealing with, the Company or such other person shall be concerned with the Security Interests so released, reconveyed, retransferred or reassigned and the title of such purchaser or other person shall not be impeachable or in any way limited or affected by reference to any such Security Interest and any such purchaser or other person shall be treated for all purposes as having acquired and as being able to dispose of any relevant interest in any Company Charged Property free from any such Security Interest

5 2 If the Seller repurchases any Mortgage Loan and its Related Security comprised in the Mortgage Portfolio under Clause 8 (*Repurchase*) of the Mortgage Sale Agreement with the consent of the Security Trustee, the Security Trustee acting on the instructions of the Agent shall release and (as applicable) reassign the relevant Company Charged Property to the Company or any other person entitled thereto without any further action being required, provided that, if necessary, the Security Trustee at the request and cost of the Company shall execute a release or discharge of its interest in such Mortgage Loans and their Related Security comprised in the Mortgage Portfolio.

6 Restrictions on exercise of certain rights

6 1 Non-petition

Each of the Secured Parties (other than the Agent and the Security Trustee) hereby agrees with the Security Trustee that it shall not, unless the security created by or pursuant to this Deed has become enforceable and the Security Trustee, having become bound to do so, has failed to take any steps or proceedings to enforce the security created by or pursuant to this Deed within 25 calendar days and such failure is continuing

- (A) take any steps whatsoever to direct the Security Trustee to enforce the Security Interests created by or pursuant to this Deed, and
- (B) take any steps for the purpose of recovering any of the Company Secured Obligations or any other debts whatsoever owing to it by the Company or procuring the appointment of a receiver or administrator to or the winding up or liquidation of the Company in respect of any of its liabilities whatsoever, provided however that this Clause 6.1 (*Non-petition*) shall not prevent the relevant party from taking any steps against the Company which do not amount to the commencement or the threat of commencement of legal proceedings against the Company or procuring the appointment of a receiver or administrator to or the winding up or liquidation of the Company

6.2 Limited recourse

Each of the Secured Parties agree that, notwithstanding any other provision of any Transaction Document, all obligations of the Company to each such Secured Party are limited in recourse to the Company Charged Property. If

- (A) there is no Company Charged Property remaining which is capable of being realised or otherwise converted into cash,
- (B) all amounts available from the Company Charged Property have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of this Deed, and
- (C) there are insufficient amounts available from the Company Charged Property to pay in full, in accordance with the provisions of this Deed, amounts outstanding in respect of the Company Secured Obligations,

then the Secured Parties shall have no further claim against the Company in respect of any amounts due or to be paid to them which remain unpaid and the Company shall be deemed to be discharged from making any further payments to the Secured Parties and any further payment rights of the Company shall be extinguished (and provided that nothing in this Clause 6.2 (*Limited recourse*) shall effect the guarantee given by the Guarantor in Clause 19 (*Guarantee and indemnity*) of the Facility Agreement)

- 6.3 The provisions of this Clause 6 (*Restrictions on exercise of certain rights*) shall survive the termination of this Deed

7 Upon enforcement

7.1 General

- (A) Upon the Security Interests created by or pursuant to this Deed becoming enforceable in accordance with Clause 12.1, if not already so crystallised, any charge created by or pursuant to Clause 3 (*Security Interests created by the Company*) which is a floating charge shall crystallise
- (B) From the date upon which the Security Interests created by or pursuant to this Deed become enforceable
 - (1) no amount may be drawn from the Company Transaction Account except to the extent that it is applied in accordance with the Post Enforcement Priority of Payments or as otherwise permitted by this Deed,

- (2) no amount may be drawn from a Collection Account except to the extent that it is applied in accordance with the Post Enforcement Priority of Payments or is credited to the Company Transaction Account immediately upon withdrawal

7.2 Secured Obligations

- (A) All moneys received or recovered by the Security Trustee in respect of the Secured Obligations after any Security Interest created by or pursuant to the Security Documents has become enforceable shall be held by it, and all moneys received by any of the Secured Parties in respect of the Secured Obligations (other than moneys received pursuant to this Clause 7.2 (*Secured Obligations*)) after any Security Interest created by or pursuant to the Security Documents has become enforceable shall forthwith be paid to (and, pending such payment, such Secured Party shall hold such moneys on trust for) the Security Trustee to be held by it, in each case on trust to be applied as set out in accordance with the order of priorities set out in Clause 7.2(B)
- (B) The order of priority referred to in Clause 7.2(A) (the "Post Enforcement Priority of Payments") is as follows:
- (1) *first*, in or towards satisfaction, *pro rata* and *pari passu* according to the amounts then payable to each of them, of (i) the remuneration then payable to any Receiver and any costs, charges, liabilities and expenses then incurred by such Receiver together with interest as provided in Deed, and (ii) amounts due from the Company to the Security Trustee for its own account and in its capacity as such, together with interest thereon as herein provided;
 - (2) *second*, in or towards satisfaction of any amounts due to the Administrator under the Administration Agreement (other than in respect of the Subordinated Servicing Fee),
 - (3) *third*, in or towards payment, *pro rata* and *pari passu*, of interest due in respect of the Loan to the Lenders,
 - (4) *fourth*, in or towards the satisfaction, *pro rata* and *pari passu*, of any Hedge Secured Amounts due to any Hedge Provider and any Hedge Guarantor under any Hedge Agreement or Hedge Guarantee (as applicable) (including any termination payment due and payable by the Company to a Hedge Provider to the extent that it is not satisfied by the payment by the Company to such Hedge Provider of any Replacement Hedge Premium);
 - (5) *fifth*, in or towards the satisfaction of any Subordinated Servicing Fee due to the Administrator under the Administration Agreement,
 - (6) *sixth*, in or towards the repayment, *pro rata* and *pari passu*, of the outstanding principal amount of the Loan to the Lenders until the Loan has been repaid in full,
 - (7) *seventh*, in or towards the satisfaction of the Base Refinancing Arrangement Fee, until the Base Refinancing Arrangement Fee has been paid in full,
 - (8) *eighth*, in or towards satisfaction, *pro rata* and *pari passu* according to the amounts then payable to each of them, of (i) the *Pari Passu* Refinancing Arrangement Fee to the Arranger, and (ii) the Initial Deferred Purchase

Consideration payable to the Seller under the Mortgage Sale Agreement, until the Pari Passu Refinancing Arrangement Fee and the Initial Deferred Purchase Consideration have been paid in full,

- (9) *ninth*, in or towards the satisfaction of the Subordinated Arrangement Fee, until the Subordinated Arrangement Fee has been paid in full,
 - (10) *tenth*, in or towards the satisfaction of the Second Deferred Purchase Consideration payable to the Seller under the Mortgage Sale Agreement, until the Second Deferred Purchase Consideration has been paid in full,
 - (11) *eleventh*, in or towards satisfaction of payments to the Arranger in respect of the NIM Sale Arrangement Fee and to the Seller in respect of the Third Deferred Purchase Consideration payable to the Seller pursuant to the Mortgage Sale Agreement in the ratio of 1:1 until the NIM Sale Arrangement Fee has been paid in full and thereafter to the Seller towards satisfaction of the Third Deferred Purchase Consideration until the Third Deferred Purchase Consideration has been paid in full,
 - (12) *twelfth*, in or towards satisfaction of payments to the Arranger of the Senior Arranger Performance Fee and to the Seller in respect of the Subsequent Deferred Purchase Consideration payable to the Seller pursuant to the Mortgage Sale Agreement in the ratio of 1:1 until the Senior Arranger Performance Fee has been paid in full and thereafter to the Seller towards satisfaction of the Subsequent Deferred Purchase Consideration until the Subsequent Deferred Purchase Consideration is paid in full, and
 - (13) *thirteenth*, in or towards the satisfaction of any amounts due and payable by the Company to third parties (and for which payment has not been provided for elsewhere),
 - (14) *fourteenth*, following the delivery of an Acceleration Notice in respect of a Time-Out Event of Default, any remaining amounts to be paid to the Arranger as Subordinated Arranger Performance Fee and in all other circumstances, any remaining amounts to be paid to the Seller as Subordinated Seller Performance Fee
- (C) The operation of this Clause 7.2 is subject to the proviso that if at the time a payment is proposed to be made to the Administrator or the Seller pursuant to this Clause 7.2, the Administrator or the Seller (as the case may be) is in default under any of its obligations to make a payment under the Administration Agreement or the Mortgage Sale Agreement, each of the foregoing being a "defaulted payment", there shall be set off against the amount of the payment which would otherwise be due to the Administrator or the Seller (as the case may be) pursuant to this Clause 7.2 the amount of such defaulted payment. The Security Trustee shall be entitled, and is hereby authorised, to call for and to accept as conclusive evidence thereof a certificate from the auditors of the Company as to the amounts of the claims of the Administrator or the Seller under Clause 7.2

- 7.3 If the Company for any reason fails to observe or punctually to perform any of its obligations to the Security Trustee, whether under this Deed or otherwise, the Security Trustee shall have power (but shall be under no obligation), on behalf of or in the name of the Company or otherwise, to perform the relevant obligation and to take any steps which the Security Trustee may consider appropriate with a view to remedying, or mitigating the consequences of, the failure, but so that the exercise of this power, or the failure to

exercise it, shall in no circumstances prejudice the Security Trustee's rights under this Deed or otherwise or constitute the Security Trustee a mortgagee or heritable creditor in possession

8 Continuance of security

Without prejudice to the generality of Clause 2 (*Covenants to pay*), the charges, securities, covenants, undertakings and provisions contained in or granted by the Company pursuant to this Deed shall remain in force as a continuing security to the Security Trustee notwithstanding any settlement of account or intermediate payment or discharge in whole or in part or any other act, event or matter whatsoever, except only the execution by the Security Trustee under seal of an absolute and unconditional release or the execution by or on behalf of the Security Trustee of a receipt for all (and not part only) of the Company Secured Obligations paid and discharged in accordance with Clause 5 (*Redemption and release*)

9 Security Trustee

- 9 1 The Security Trustee is not obliged to take any action or exercise any right, power, trust, duty or authority or discretion pursuant to or in connection with this Deed or any other Transaction Document unless directed or requested to do so by the Agent, and then only if it shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all Liabilities to which it may render itself liable or which it may incur by so doing and subject to the other provisions of this Deed
- 9 2 The Security Trustee shall not be responsible for any loss or liability incurred by any person as a result of any delay in it taking any action, or exercising any right, power, trust, duty or authority or discretion where the Security Trustee has not received directions from the Agent or where, in the opinion of the Security Trustee, any such directions when given are insufficiently clear
- 9 3 The Security Trustee shall not be liable to any Secured Creditor or other person with respect to any action taken, suffered or omitted to be taken by it or the exercise of any right, power, trust, duty or authority or discretion by it pursuant to the direction of the Agent
- 9 4 The Security Trustee shall have no responsibility to verify or monitor the contents of, or (if applicable) to check any calculations contained in, any reports, computer tapes, information, document, certificates or opinions or other data that may be delivered to the Security Trustee and is under no obligation to inform Secured Creditors of the receipt or the contents of any such reports, computer tapes, information, documents, certificates and opinions or other data, other than allowing Secured Creditors upon reasonable notice, to inspect such reports, computer tapes, information, documents, certificates, opinions or other data
- 9 5 Without prejudice to the provisions of Clauses 9 1 to 9 4, in relation to the Security Trustee's duties, obligations and responsibilities as trustee to the Secured Parties, in relation to the Charged Property and under or in connection with this Deed or any other Security Document, the Security Trustee and the Secured Parties hereby agree, and the Company and the Seller concur, that the Security Trustee shall discharge these by performing and observing its duties, obligations and responsibilities as trustee to the Agent and the Lenders in accordance with the provisions of the Facility Agreement and this Deed and the other Secured Parties shall accordingly be bound by, and deemed to have notice of, all of the provisions of the Facility Agreement as if they were a Lender

- 9 6 The Security Trustee shall be under no obligation to take any steps to call in or call up or to enforce the Mortgage Loans or their Related Security comprised in the Mortgage Portfolio, and shall not be liable for any loss arising from any omission on its part to take any such steps
- 9 7 Without prejudice to Clause 9 1 to 9 3, each of the Secured Parties acknowledges that the Security Trustee shall not be bound to take any steps or institute any proceedings after the Security Interests or other rights created by or pursuant to this Deed or any other Security Document have become enforceable or to take any other action to enforce the Security Interests or other rights created by or pursuant to this Deed or any other Security Document unless it shall have been requested to do so and the Security Trustee shall have been indemnified, secured and/or pre-funded to its satisfaction against all actions, proceedings, claims and demands to which it may thereby render itself liable and all costs, charges, damages and expenses which it may incur by so doing
- 9 8 The Security Trustee shall, as regards all powers, trusts, authorities, duties and discretions vested in it by or pursuant to this Deed and the other Finance Documents
- (A) so long as any of the Company Secured Obligations remain outstanding to the Security Trustee, the Agent, the Arranger and/or the Lenders or available to the Company under any Finance Document, have regard only to the interests of the Security Trustee, the Agent, and/or the Lenders and, in particular but without prejudice to the generality of the foregoing, shall not have regard to, or be in any way liable for, the consequences of any exercise thereof to any other party and no other party shall have any claim against the Security Trustee for so doing; and
- (B) if no Company Secured Obligations remain outstanding to the Security Trustee, the Agent, the Arranger and/or the Lenders or available to the Company under any Finance Document, have regard to the interests of the other Secured Parties, or where in the opinion of the Security Trustee there is a conflict between the interests of any of the other Secured Parties, the interests of that one or those of them whose claims against the Company ranks highest in order of priorities of payments set out in Clause 7 (*Upon enforcement*) of this Deed
- 9 9 The Security Trustee shall not be under any obligation to insure any of the Company Charged Property or any deeds or documents of title or other evidence in respect thereof and shall not be responsible for any loss which may be suffered as a result of the lack of or inadequacy of any such insurance
- 9 10 The Security Trustee shall not be responsible for any loss or diminution in the value occasioned to the Company Charged Property by any act or omission of the Company or any of the Secured Parties or any prior ranking encumbrancer or any other person (including any bank, broker, depository, warehouseman or other intermediary or any clearing system, nor the operator thereof) or otherwise
- 9 11 The Security Trustee shall have no responsibility whatsoever to any person as regards any deficiency which might arise because the Security Trustee is subject to any tax in respect of the Company Charged Property or any part thereof on any income therefrom or any proceeds thereof
- 9 12 The Security Trustee shall not be liable for any failure, omission or defect in perfecting the Security Interests created in favour of the Security Trustee by, and contained in, or pursuant to this Deed and the other Finance Documents or the Security Interests created by any Mortgage

- 9 13 The Security Trustee shall not be bound to give notice to any person of the execution of any of the Relevant Documents or any transaction contemplated hereby or thereby or to take any steps to ascertain whether any Event of Default (or any condition, event or act which with the giving of notice and/or the lapse of time and/or the issue of a certificate would constitute an Event of Default) has happened and, until it shall have actual knowledge or express notice to the contrary, the Security Trustee shall be entitled to assume that no Event of Default or such condition, event or act has happened
- 9 14 The Security Trustee shall not be bound to take any steps to ascertain whether any event, condition or act, the happening of which would cause a right or remedy to become exercisable by the Security Trustee or by the Company under any of the Relevant Documents has happened or to monitor or supervise the observance and performance by the Company or any of the other parties thereto of their respective obligations thereunder and, until it shall have actual knowledge or express notice to the contrary the Security Trustee shall be entitled to assume that no such event, condition or act has happened and that the Company and each of the other parties thereto are observing and performing all their respective obligations thereunder
- 9 15 The Security Trustee shall not be responsible for recitals, statements, warranties or representations of any party contained in any Relevant Document or in any Mortgage Loan or its Related Security or other document entered into in connection therewith and shall assume the accuracy and correctness thereof or for the execution, legality, effectiveness, adequacy, genuineness, validity or enforceability or admissibility in evidence of any such agreement or other document or any Security Interests thereby constituted and the Security Trustee may accept without enquiry, requisition or objection such title as the Company may have to the Security Interests created by or pursuant to this Deed or any part thereof or as any other person may have to any other security charged from time to time to the Security Trustee and shall not be bound to investigate or make any enquiry in the title of the Company to the Security Interests created by or pursuant to this Deed or any part thereof or the title of any other person to any other security charged from time to time to the Security Trustee whether or not any default or failure is or was known to the Security Trustee or might be, or might have been, discovered upon examination inquiry or investigation and whether or not capable of remedy
- 9 16 The Security Trustee shall not be liable for any failure, omission or defect in registering or filing or procuring registration or filing of or otherwise protecting or perfecting the Security Interests created by or pursuant to this Deed or any other security or failure to call for delivery of documents of title to the Security Interests created by or pursuant to this Deed or any other security or to require any further assurances in relation to any property or assets comprised in the Security Interests created by or pursuant to this Deed or any other security
- 9 17 The Security Trustee shall not be obliged (whether or not directed to do so by the Agent, the Lenders or any other Secured Party) to perfect legal title to any Mortgage Loan or its Related Security in its name if, in its opinion, such perfection would or might result in the Security Trustee becoming liable to or incurring any obligation to any Borrower under a Mortgage Loan or its Related Security and, in its opinion, there is or would be insufficient cash to discharge, in accordance with the provisions of the Deed of Charge, such liability or obligations as and when they arise. Notwithstanding the generality of the foregoing, the Security Trustee shall have no responsibility or liability for the payment of any fees for the registration of the Mortgages with H M Land Registry in England and Wales or for any legal, administrative or other fees, costs and expenses (including, but not limited to, any proper disbursements and any value added tax) relating thereto

- 9 18 Notwithstanding the generality of Clauses 9 12 to 9 16 above, the Security Trustee shall not be responsible for the genuineness, validity, effectiveness or suitability of any of the Relevant Documents or any of the Mortgage Loans or their Related Security comprised in the Mortgage Portfolio or other documents entered into in connection therewith or any other document or any obligation or rights created or purported to be created thereby or pursuant thereto or any Security Interests thereby created or the priority thereof constituted or purported to be constituted thereby or pursuant thereto, nor shall it be responsible or liable to any person because of any invalidity of any provision of such documents or the unenforceability thereof, whether arising from statute, law or decision of any court and (without prejudice to the generality of the foregoing) the Security 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 any Borrower 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 any Borrower,
 - (B) the execution, legality, validity, adequacy, admissibility in evidence or enforceability of any Mortgage Loan or its Related Security or other document entered into in connection therewith,
 - (C) the title, ownership, value, sufficiency or existence of any Property or any Insurance Contract,
 - (D) the registration, filing, protection or perfection of any Mortgage or the priority of the Security Interests thereby created whether in respect of any initial advance or any subsequent advance or any other sums or liabilities,
 - (E) the scope or accuracy of any representations, warranties or statements made by or on behalf of any Borrower in any application for any advance or the Insurance Contracts or in any Mortgage Loan or its Related Security or in any document entered into in connection therewith,
 - (F) the performance or observance by any Borrower or any other person of any provisions of any Mortgage Loan or its Related Security or in any document entered into in connection therewith 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 any waiver or consent which has at any time been granted in relation to any of the foregoing,
 - (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 with any Mortgage Loan or its Related Security,
 - (H) the title of the Company to any Mortgage Loan or its Related Security,
 - (I) the compliance of the provisions and contents of and the manner and formalities applicable to the execution of the Mortgage and any documents connected therewith or the making of any advance intended to be secured thereby, with any applicable laws or regulations (including without prejudice to the generality of the foregoing, the Consumer Credit Act or the FSMA),

- (J) the failure by the Seller, the Administrator, the Company or any other person to obtain or comply with any licence, consent or other authority in connection with the origination, sale, purchase or administration of any of the Mortgage Loans and their Related Security comprised in the Mortgage Portfolio or the making of any advances in connection therewith or the failure to effect or procure registration of or to give notice to any person in relation to or otherwise protect the Security Interests created or purported to be created by or pursuant to any of the Mortgage Loans and their Related Security comprised in the Mortgage Portfolio or other documents entered into in connection therewith,
 - (K) 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 Relevant Documents or any other document,
 - (L) any accounts, books, records or files maintained by the Seller, the Administrator, or any other person in respect of any of the Mortgage Loans and their Related Security comprised in the Mortgage Portfolio, or
 - (M) any other matter or thing relating to or in any way connected with any Mortgage Loan or its Related Security comprised in the Mortgage Portfolio or any document entered into in connection therewith whether or not similar to the foregoing
- 9 19 The Security Trustee shall be at liberty to hold or to place this Deed or any other Transaction Document, or any property charged to the Security Trustee, including any share, with or through any nominee or custodian or any banker or banking company or company whose business includes undertaking the safe custody of documents or lawyer or firm of lawyers considered by the Security Trustee to be of good repute and the Security Trustee shall not be responsible for or required to insure against any liability incurred in connection with any such holding and may pay all sums required to be paid on account of or in respect of any such holding
- 9.20 The Security Trustee shall not be liable or responsible for any loss, cost, damages, expenses or inconvenience which may result from anything done or omitted to be done by it in accordance with the provisions of these presents, any Relevant Documents or any other document (save for any loss, cost, damages, expenses or inconvenience resulting from the gross negligence, wilful default or fraud of the Security Trustee) or as a consequence of or in connection with it being held or treated as, or being deemed to be, a creditor, for the purposes of the Consumer Credit Act or the FSMA, in respect of any of the Mortgages
- 9 21 The Security Trustee may refrain from doing anything (including acting on any direction from the Agent) which would or might in its reasonable opinion be contrary to any law of any jurisdiction or any directive or regulation of any agency or state (including any environmental directive or regulation) or 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
- 9 22 The Security Trustee shall be under no obligation at any time to enter into possession of any part of the Company Charged Property or to become the legal mortgagee if any share or other chose in action
- 9 23 Without prejudice to the generality of Clause 9 5, the Security Trustee shall have no liability to any Secured Party by virtue of acting on any instruction given to it by the Agent to release security under this Deed where the Agent confirms to the Security Trustee that such release is in accordance with the provisions of the Facility Agreement In particular,

the Security Trustee shall have no liability to any of the Secured Parties by virtue of any release of the security pursuant to instructions from the Agent regardless of whether amounts owing to the Secured Parties have been settled or will be settled on such release of the security

10 Warranties and covenants by the Company

10.1 The Company warrants to the Security Trustee that it has taken all necessary steps to enable it to create Security Interests by or pursuant to this Deed over its Company Charged Property in accordance with Clause 3 (*Security Interests created by the Company*), and that it has taken no action or steps to prejudice its right, title and interest in and to its Company Charged Property

10.2 The Company covenants with and undertakes to the Security Trustee that, so long as any of the Company Secured Obligations remain outstanding, it shall not, save to the extent permitted by the Finance Documents

(A) deal with or create or permit to exist upon or affect any of its Company Charged Property any Security Interest whatsoever other than the Security Interests created by or pursuant to this Deed or dispose of or otherwise deal with any of its Company Charged Property,

(B) permit the validity or effectiveness of this Deed or the priority of the Security Interests created by it hereby or pursuant hereto to be amended, terminated, postponed or discharged, or permit any person whose obligations form part of its Company Charged Property to be released from such obligations,

(C) have an interest in any bank account other than, in the case of the Company, the Company Transaction Account and the Collection Accounts save as may be permitted by the Security Trustee, provided that any such further account or the Company's interest therein shall be charged or otherwise secured in favour of the Security Trustee on terms acceptable to the Security Trustee, and

(D) convey, assign, transfer, or agree to convey, assign, or transfer, the whole or any part of the Company Charged Property

10.3 The Company warrants to the Security Trustee, the Agent and the Lenders that, from the date of its incorporation to the Completion Date, it has had no income

10.4 The Company covenants with and undertakes to the Security Trustee, the Agent and the Lenders as follows

(A) at all times to carry on and conduct its affairs in a proper and efficient manner and to comply with and not amend or vary the terms and conditions of any Mortgage Loan and its Related Security comprised in the Mortgage Portfolio which has been purchased by the Company pursuant to the Mortgage Sale Agreement or release any Borrower from its obligations under any such Mortgage Loan or Related Security comprised in the Mortgage Portfolio except in any such case where

(1) it is requested to do so by the Administrator acting in its capacity as such pursuant to and in accordance with the terms of the Administration Agreement, or

(2) the prior written consent of the Security Trustee has been obtained,

- (B) to give to the Security Trustee and the Agent (on behalf of the Lenders) such information and evidence (and in such form) as the Security Trustee or the Agent (on behalf of the Lenders) shall reasonably require for the purpose of the discharge of the duties, trusts, powers, authorities and discretions vested in it under or pursuant to this Deed or by operation of law,
- (C) at all times to keep proper books of account and allow the Security Trustee and the Agent (on behalf of the Lenders) and any person appointed by the Security Trustee or the Agent (on behalf of the Lenders) to whom it shall have no reasonable objection free access to such books of account at all reasonable times during normal business hours,
- (D) at all times to execute and do all such further documents, acts and things as may be necessary at any time or times in the opinion of the Security Trustee to give effect to the Relevant Documents,
- (E) at all times to comply with any reasonable direction given by the Security Trustee in relation to the Company Charged Property,
- (F) as soon as practicable after entering into any Hedge Agreement or Hedge Guarantee give notice to the Hedge Provider in relation to such Hedge Agreement or the provider of such Hedge Guarantee of the Security Trustee's interest in such Hedge Agreement or Hedge Guarantee,
- (G) shall not knowingly do, or permit to be done, anything which it considers would materially prejudice the Company Charged Property or the Security Interests created by or pursuant to this Deed, and
- (H) that in respect of each accounting period of the Company (i) the only amounts retained by the Company have been and will be (A) amounts reasonably required to provide for losses or expenses arising from its business or to maintain or enhance its creditworthiness; and (B) its retained profit, and (ii) in respect of all amounts received by the Company pursuant to all Transaction Documents, the Company has corresponding obligations to pay out to third parties amounts which are, in aggregate, equal to such received amounts less its retained profit and any amounts reasonably required to provide for losses or expenses arising from its business or to maintain or enhance its creditworthiness

10.5 Each of the Company and the Secured Parties (other than the Security Trustee, the Agent and the Lenders) hereby covenants with and undertakes to the Security Trustee, the Agent and the Lenders that, so long as any of the Company Secured Obligations remains outstanding, if at any time any creditor of the Company or such Secured Party (other than the Security Trustee) seeks to enforce any judgment, order or decree of any competent court or other competent tribunal against any of the Company Charged Property, then the Company or such Secured Party (other than the Security Trustee, the Agent and the Lenders) shall:

- (A) promptly give written notice to such creditor and to the court to which the application is being made for such enforcement of the interests of Security Trustee in such asset, and
- (B) if at any time a Receiver is appointed in respect of all or any of the Company Charged Property promptly give written notice to such Receiver of the interests of the Secured Parties in the Company Charged Property, and forthwith notify the Security Trustee and the Agent (on behalf of the Lenders) thereof

11 Expenses

The Company further covenants with and undertakes to the Security Trustee to reimburse, pay or discharge (on the basis of a full indemnity) all costs, charges, liabilities and expenses properly incurred by the Security Trustee, the Receiver or any attorney, manager, agent or delegate appointed by the Security Trustee under this Deed or any of the other Relevant Documents including, without prejudice to the generality of the foregoing, all amounts incurred in connection with

- (A) the preparation, execution, registration, recording, intimation, perfecting or amending of the Relevant Documents or any other document relating thereto,
- (B) the carrying out of the trusts and duties under, pursuant to or in connection with this Deed or any other of the Relevant Documents,
- (C) the exercise, or the attempted or purported exercise, or the consideration of the exercise, by or on behalf of the Security Trustee or the Receiver of any of the powers of the Security Trustee or the Receiver, and
- (D) any other action taken by or on behalf of the Security Trustee with a view to or in connection with enforcing any obligations of the Company or any other person under any of the Relevant Documents or the recovery of the Company Secured Obligations from the Company or any other person or the enforcement of the security for the Company Secured Obligations.

12 The Security Trustee's powers

12 1 Section 103 of the Act shall not apply to this Deed and forthwith after the earlier of (i) an Event of Default and the service by the Agent of an Acceleration Notice and (ii) the occurrence of an Insolvency Event in respect of the Company, the Security Interests created by or pursuant to this Deed shall become immediately enforceable and the powers conferred by the Act and this Deed shall become immediately exercisable without the restrictions contained in the Act. The Security Trustee will notify each of the parties hereto immediately upon receiving written notice from the Agent that the Security Interests created by or pursuant to this Deed have become enforceable (an "Enforcement Notice")

12 2 The provisions of the Act relating to the power of sale and the other powers conferred by section 101 of the Act are hereby extended (as if such extensions were contained in the Act) to authorise the Security Trustee at its absolute discretion and upon such terms as it may think fit (free of the restrictions imposed by section 93 of the Act) as effectually as if it were solely and absolutely entitled to the Company Charged Property at any time after the Security Interests created by this Deed have become enforceable

- (A) to dispose of the Company Charged Property, or any interest in the same, either by public auction or private contract, and to do so for shares, debentures or any other securities whatsoever, or in consideration of an agreement to pay all or part of the purchase price at a later date or dates, or an agreement to make periodical payments, whether or not the agreement is secured by a Security Interest or a guarantee, on such terms as to price or for such other consideration and on such other terms whatsoever as the Security Trustee may think fit, and also to grant any option to purchase, and to effect exchanges, in each case with or without any special stipulations as to title or otherwise which the Security Trustee shall deem proper, and nothing shall preclude the Security Trustee from making any disposal to any person it thinks fit including to a company formed or promoted by the Security Trustee or in which it has an interest,

- (B) with a view to, or in connection with, the disposal of the Company Charged Property, to carry out any transaction, scheme or arrangement which the Security Trustee may in its absolute discretion, consider appropriate,
- (C) to take possession of, get in and collect the Company Charged Property,
- (D) to carry on and manage or concur in managing the business of the Company,
- (E) to appoint and engage employees, managers, agents and advisers upon such terms as to remuneration and otherwise and for such periods as it may determine, and to dismiss them,
- (F) in connection with the exercise, or the proposed exercise, of any of its powers to borrow or raise money from any person, with or without the security of the Company Charged Property (either in priority to this Deed or otherwise) and generally in such manner and on such terms as it may think fit,
- (G) to bring, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims and proceedings concerning the Company Charged Property,
- (H) to transfer all or any of the Company Charged Property and/or any of the liabilities of the Company to any other company or body corporate, whether or not formed or acquired for the purpose and whether or not a subsidiary or associated company of the Security Trustee or the Seller, a company in which the Security Trustee or the Seller has an interest,
- (I) to call up all or any portion of the uncalled capital (if any) for the time being of the Company,
- (J) at its absolute discretion and upon such terms as the Security Trustee or any Receiver may think fit, to rescind or vary any contract for the sale of or to buy-in the Company Charged Property or any part thereof, to resell the same or any part thereof and to compromise and effect compositions,
- (K) generally to carry out, or cause or authorise to be carried out, any transaction, scheme or arrangement whatsoever, whether similar or not to any of the foregoing, in relation to the Company Charged Property which it may consider expedient;
- (L) 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 Company or otherwise, as it may think fit, all assurances, deeds, transactions, schemes, arrangements, documents, acts and things which it may consider appropriate, and
- (M) to pay and discharge out of the profits and income of the Company Charged Property and the moneys to be made by it in carrying on any such business as aforesaid the expenses incurred in and about the carrying on and management of any such business as aforesaid or in the exercise of any of the powers conferred by this Clause 12 2 or otherwise in respect of the Company Charged Property and all outgoings which it shall think fit to pay

12 3 No failure on the part of the Security Trustee or any Receiver to exercise, and no delay on its part in exercising, any right, power or remedy under this Deed will operate as a waiver thereof, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy The

rights, powers and remedies provided in this Deed are cumulative and not exclusive of any rights powers or remedies provided by law

- 12 4 Any waiver and any consent by the Security Trustee under this Deed must be in writing, be express and not implied and may be given subject to any conditions thought fit by the Security Trustee Any waiver or consent shall be effective only in the instance and for the purpose for which it is given
- 12 5 The Security Trustee may at any time after the Security Interests created by or pursuant to this Deed have become enforceable apply to the Court for an order that the powers and trusts of this Deed be exercised or carried into execution under the direction of the Court and for the appointment of a Receiver of the Company Charged Property or any part thereof and for any other order in relation to the execution and administration of the powers and trusts hereof as the Security Trustee shall deem expedient, and shall be indemnified by the Company against all costs, charges and expenses incurred by it in relation to such application or proceedings against that company but without prejudice to the rights of the Security Trustee to apply for directions at any time
- 12 6 All moneys received, recovered or realised by the Security Trustee or any Receiver under or pursuant to this Deed may, in the sole discretion of the Security Trustee or such Receiver be credited to any suspense or impersonal account and may be held in such account for so long as the Security Trustee or such Receiver may think fit pending their application from time to time (as the Security Trustee or such other Receiver shall be entitled to do in its discretion) in or towards the discharge of any moneys hereby secured which from time to time becomes due
- 12 7 Without prejudice to Clause 7 (*Upon enforcement*), each of the Secured Parties and the Company agrees with and undertakes to the Security Trustee that it will hold upon trust for and promptly repay to, the Security Trustee any sums which it may realise or recover in respect of the Company Secured Obligations otherwise than in accordance with, and in the order of priorities prescribed by, the provisions of this Deed
- 12 8 The Company and the Seller hereby covenant and agree with the Security Trustee that if, after the Security Interests created by or pursuant to this Deed shall have become enforceable, the Security Trustee or any Receiver shall so require, they will join together in directing any other of them, the Security Trustee and the Administrator or any substitute servicer to sell all or any part of the trust property, subject to the aforementioned trusts and on terms previously agreed by the Security Trustee and they will take such actions and execute all such documents as may be reasonably necessary to effect such sale or winding up or performance and the distribution or transfer of such part of the said trust property and/or additional trust property in accordance with the terms of the relevant trusts The Seller and the Security Trustee hereby acknowledge and consent to the foregoing as trustees of the relevant trusts In the event of any such sale or winding up the trust property, any additional trust property shall be distributed in accordance with the terms of the relevant trusts
- 12 9 The Security Trustee may delegate in any manner to any person any rights exercisable by the Security Trustee under any Finance Document provided that it shall have exercised due skill and care in making such delegation Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Trustee thinks fit and provided that the Security Trustee shall have exercised reasonable skill and care in the selection of such delegate, the Security Trustee shall not be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate

13 Receiver

- 13 1 At any time after the Security Interests created by or pursuant to this Deed become enforceable (and either before or after the Security Trustee shall have taken possession of the Company Charged Property in question) the Security Trustee may appoint such person or persons (including an officer or officers of the Security Trustee) as it thinks fit to be Receiver or Receivers (to act jointly or severally) of the Company Charged Property
- 13 2 The Security Trustee may remove the Receiver appointed by it whether or not appointing another in his place, and the Security Trustee may also appoint another receiver if the Receiver resigns
- 13 3 The exclusion of any part of the Company Charged Property from the appointment of the Receiver shall not preclude the Security Trustee from subsequently extending his appointment (or that of the Receiver replacing him) to that part
- 13 4 The Receiver shall, so far as the law permits, be the agent of the company in respect of which he is appointed and (subject to the Insolvency Act) that company shall be solely responsible for his acts and defaults and liable on any contracts or engagements made or entered into by him, and in no circumstances whatsoever shall the Security Trustee or any of the Secured Parties be in any way responsible for any misconduct, negligence or default of his
- 13 5 Subject to section 36 of the Insolvency Act, the remuneration of the Receiver may be fixed by the Security Trustee (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise), but such remuneration shall be payable by the Company alone, and the amount of such remuneration may be debited by the Security Trustee to any account of the Company but shall, in any event, form part of the Security Trustee Secured Amounts and accordingly be secured on the Company Charged Property under the Security Interests created by or pursuant to this Deed
- 13 6 The Receiver may be invested by the Security Trustee with such of the powers, authorities and discretions exercisable by the Security Trustee under this Deed as the Security Trustee may think fit. Without prejudice to the generality of the foregoing, any Receiver appointed over the whole or substantially the whole of the Company's property shall have the powers referred to in Schedule 1 to the Insolvency Act
- 13 7 The Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations and directions from time to time made and given by the Security Trustee
- 13 8 The Security 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 such Receiver and may fix the nature and amount of the security to be so given but the Security Trustee shall not be bound in any case to require any such security
- 13 9 Save so far as otherwise directed by the Security Trustee or as otherwise required by law all moneys from time to time received by such Receiver shall be paid over to the Security Trustee to be held by it on the trusts declared by Clause 7 (*Upon enforcement*).
- 13 10 The Security Trustee may pay over to such Receiver any moneys constituting part of the Company Charged Property to the intent that the same may be applied for the purposes of this Deed by such Receiver and the Security Trustee may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver

13 11 Section 109(6) and (8) of the Act shall not apply in relation to the Receiver

14 Protection of third parties

14 1 The statutory powers of sale and of appointing a receiver which are conferred upon the Security Trustee as varied and extended by this Deed and all other powers shall in favour of any purchaser be deemed to arise and be exercisable immediately after the execution of this Deed

14 2 No purchaser from, or other person dealing with, the Security Trustee and/or the Receiver shall be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable, or whether the Company Secured Obligations remain outstanding, or whether any event has happened to authorise the Receiver to act or as to the propriety or validity of the exercise or purported exercise of any such power, and all the protections to purchasers contained in sections 104 and 107 of the Act shall apply to any person purchasing from or dealing with the Security Trustee or any such Receiver in like manner as if the statutory powers of sale and of appointing a Receiver in relation to the Company Charged Property had not been varied or extended by this Deed and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters

14 3 The receipt of the Security Trustee or the Receiver shall be an absolute and conclusive discharge to a purchaser or such person and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Trustee or the Receiver or, if applicable, the relevant Secured Party

15 Protection of Security Trustee and Receiver

15 1 Neither the Security Trustee nor any Receiver nor any attorney or agent of the Security Trustee or the Receiver shall be liable to any person in respect of any loss or damage whatsoever which arises out of the realisation of the Company Charged Property or any part thereof or from any act, default or omission in relation to the Security Interests created by or pursuant to this Deed or any part thereof or from any exercise or non-exercise by it of any power, authority or discretion conferred upon it in relation to the security created by or pursuant to this Deed or any part thereof, unless such loss or damage is caused by its or his gross negligence or wilful default

15 2 Without prejudice to Clause 9 18, entry into possession of the Company Charged Property shall not render the Security Trustee or the Receiver liable to account as mortgagee or heritable or other creditor in possession or to be liable for any loss on realisation or for any default or omission for which a mortgagee or heritable or other creditor in possession might be liable, and if and whenever the Security Trustee or the Receiver enters into possession of the Company Charged Property, it shall be entitled at any time at its pleasure to go out of such possession

16 Indemnity and interest

16 1 Without prejudice to Clause 11 (*Expenses*) and without prejudice to the right of indemnity given by law to trustees, the Company further covenants with and undertakes to the Security Trustee, any Receiver and the Secured Parties fully to indemnify the Security Trustee, each of the relevant Secured Parties and any Receiver and their respective officers, employees and agents against all claims, proceedings, liabilities, costs, charges and expenses which the Security Trustee, each of the relevant Secured Parties or the Receiver and their respective officers, employees, delegates and agents may incur (in the

case of the Security Trustee whether before or after the Security Interests created by or pursuant to this Deed have become enforceable)

- (A) in consequence of or in connection with anything done or purported to be done or omitted by the Security Trustee, any of the Secured Parties or the Receiver under or in connection with this Deed or any other of the Relevant Documents to which the Security Trustee is a party or of any failure by the Company to comply with its obligations to the Security Trustee or any of the Secured Parties under or in connection with this Deed or any other Relevant Document, or
- (B) in consequence of any payment in respect of the Company Secured Obligations (whether made by the Company or a third person) being impeached or declared void for any reason whatsoever, save where such claims, proceedings, liabilities, costs, charges and expenses arise as a result of the negligence, wilful default or fraud of the person claiming to be entitled to be indemnified

16 2 The Company covenants with each Secured Party to pay the amounts payable under Clauses 11 (*Expenses*) and Clause 16 1 and all other amounts from time to time payable to any Secured Party pursuant to this Deed on demand with interest as well after as before judgment or decree at the rate of 2 per cent per annum above the base rate from time to time of National Westminster Bank PLC from the date on which they were paid, charged or incurred by such Secured Party until payment by the Company

17 Further assurances and power of attorney

17 1 The Company further covenants with and undertakes to the Security Trustee from time to time upon demand to execute, at its own cost, any document or do any act or thing which the Security Trustee or the Receiver may properly and reasonably specify as being necessary to perfect or protect any charge or Security Interest created or intended to be created by or pursuant to this Deed or to facilitate the exercise, or the proposed exercise, of any of their powers (including, but without limitation, the provision of all information as the Security Trustee may require in relation to the completion of H M Land Registry application forms in respect of the Mortgages)

17 2 The Company irrevocably and by way of security appoints the Security Trustee and every Receiver severally to be its attorney (with full power to appoint substitutes and to delegate, including power to authorise the person so appointed to make further appointments) on its behalf and in its name or otherwise, to execute any document or do any act or thing which the Security Trustee or such Receiver (or such substitute or delegate) may, in its or his absolute discretion, consider appropriate in connection with the exercise of any of the powers of the Security Trustee or the Receiver or which the Company is obliged to execute or do, whether under this Deed or otherwise

17 3 References in Clause 11 (*Expenses*) and Clause 16 (*Indemnity and interest*) to the Security Trustee and the Receiver shall include references to any substitute or delegate appointed under Clause 17 (*Further assurances and power of attorney*)

17 4 The Company hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 17 (*Further assurances and power of attorney*) so that for all purposes the acts of any such attorney shall be deemed to be its acts.

18 Other security, etc.

- 18.1 These Security Interests are in addition to, and shall neither be merged in, nor in any way exclude or prejudice, any other security interest, right of recourse or other right whatsoever which any Secured Party may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Company or any other person in respect of the Company Secured Obligations
- 18.2 The restriction on consolidation of mortgages contained in section 93 of the Act shall not apply in relation to any of the charges contained in this Deed
- 18.3 The powers which this Deed confers on any of the Secured Parties are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as such Secured Party thinks appropriate, each of the Secured Parties may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever, and the Company acknowledges that the respective powers of each of the Secured Parties shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing
- 18.4 Neither the obligations of the Company under this Deed nor the Security Interests created by or pursuant to this Deed herein will be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under any Transaction Document of any of the security created herein (without limitation and whether or not known to it or any Secured Party) including
- (A) any time, waiver or consent granted to, or composition with, the Company or other person,
 - (B) the release of the Company or any other person under the terms of any composition or arrangement with any creditor of the Company,
 - (C) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, the Company or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
 - (D) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Company or any other person,
 - (E) any amendment (however fundamental) or replacement of a Transaction Document or any other document or security,
 - (F) any unenforceability, illegality or invalidity of any obligation of any person under any Transaction Document or any other document or security, or
 - (G) any insolvency or similar proceedings

19 Fees and expenses

The Company will pay all stamp duties, H M Land Registry, and similar fees, filing and registration fees and other transaction Taxes required in relation to or for the purpose of procuring the execution, performance, validity or enforceability of this Deed and the

Security Interests constituted hereby or pursuant hereto and keep the Security Trustee indemnified against any failure or delay in paying the same

20 Co-trustees

- 20 1 Whenever there shall be more than two trustees hereof the majority of such trustees shall be competent to execute and exercise all the trusts, powers, authorities and discretions vested by this Deed or any of the Relevant Documents in the Security Trustee generally
- 20 2 The power to appoint new or additional trustees shall, until the Company Secured Obligations shall have been repaid or discharged in full, be vested in the Security Trustee
- 20 3 The parties to this Deed (other than the Security Trustee) hereby severally and irrevocably appoint (and each other person who becomes bound by this Deed shall thereby severally and irrevocably appoint) the Security Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment Any such new or additional trustee so appointed shall (subject always to the provisions of this Deed and the other Finance Documents) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Security Trustee by this Deed and the other Finance Documents) and such duties and obligations as shall be conferred or imposed by the instrument of appointment (which shall not conflict with the duties and obligations of the Security Trustee under this Deed) The Security Trustee shall have power in like manner to remove any such new or additional trustee
- 20 4 Such reasonable remuneration as the Security Trustee may pay to any such person, together with any attributable costs, charges and expenses and other sums expended, paid, or incurred by it in performing its function as such separate trustee or co-trustee, shall for the purposes of this Deed be treated as costs, charges and expenses expended, paid or incurred by the Security Trustee

21. Change of Security Trustee

If the Company Secured Obligations owed to the Finance Parties have been paid or discharged in full, Citicorp Trustee Company Limited (or any successor of Citicorp Trustee Company Limited as Security Trustee) shall, upon giving notice to the Administrator, cease to act as the Security Trustee and shall be automatically replaced as Security Trustee by the Administrator (or such other person as the Administrator shall nominate and who shall agree to act as Security Trustee) In this event or in the event that there is any change in the identity of the Security Trustee in accordance with the Facility Agreement, the retiring Security Trustee, the Company and each Secured Party shall execute such documents and take such actions as the new Security Trustee may reasonably require for the purpose of vesting in such Security Trustee the rights of the Security Trustee under this Deed, or as the retiring Security Trustee may reasonably require for the purpose of releasing the retiring Security Trustee from any further obligations hereunder The Agents and the Lenders may (at their own costs) remove and replace the Security Trustee at any time, subject to prior consultations with the Company for ten Business Days

22 Miscellaneous

- 22 1 Each of the parties to this document intends it to be a deed, and agrees to execute and deliver it as a deed
- 22 2 No Party (other than the Security Trustee) may take any proceedings against any officer, employee or agent of the Security Trustee in respect of any claim it might have against the

Security Trustee or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Transaction Document and any officer, employee or agent of the Security Trustee may rely on this clause

- 22.3 The Security Trustee will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by it if it has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by it for that purpose
- 22.4 To the fullest extent permitted by law, none of Parts I, II, III, IV or V of the Trustee Act 2000 nor the requirement to discharge the duty of care set out in Section 1(1) of the Trustee Act 2000 in exercising any of the powers contained in Sections 15 or 22 of the Trustee Act 2000 shall apply to the trusts upon which the Security Trustee acts as such or the role of the Security Trustee in relation to such trusts
- 22.5 Any exercise by the Security Trustee of any rights or powers under the Finance Documents that are the same as or similar to any rights conferred on a trustee by the Trustee Act 2000 shall be construed solely as the exercise of the relevant rights or powers under the Finance Documents and not as the exercise of the same or similar rights or powers under the Trustee Act 2000
- 22.6 The disapplication of certain parts of the Trustee Act 2000 as provided herein shall constitute an exclusion of the relevant parts of the Trustee Act 2000 for the purposes of that Act
- 22.7 Any determination by the Security Trustee or any certificate from the Security Trustee under this Deed is binding on each of the parties in the absence of manifest error

23 Confidentiality

The parties to this Agreement hereby agree to comply with the terms of Clause 29 (*Disclosure of information*) of the Facility Agreement as if such terms were set out in full in this Agreement

24 Notices

Any notices to be given pursuant to this Deed to any of the parties hereto shall (unless otherwise stated) be sufficiently served if sent by post, hand, facsimile transmission or e-mail and shall be sent to each relevant party using the details set out in the Schedule to the Master Definitions and Construction Schedule. Any such notice shall be deemed to be given (in the case of facsimile transmission) when despatched, (in the case of e-mail) when sent, (where delivered by hand) on the day of delivery if delivered before 5.00 p.m. (London time) on a Business Day or on the next Business Day if delivered thereafter or (in the case of first class post) when it would be received in the ordinary course of the post

25 Variation and waiver

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

26 **Assignment**

No party hereto may assign or transfer or make a declaration of trust in respect of or enter into any arrangement whereby it agrees to hold in trust for any other person any of its rights and obligations under this Deed other than pursuant to the Security Documents

27 **Governing law and jurisdiction**

27 1 **Governing Law**

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law

27 2 **Jurisdiction**

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

28 **Contract (Rights of Third Parties) Act 1999**

No person who is not a party to this Deed will have any rights under the Contract (Rights of Third Parties) Act 1999 in relation to this Deed

29 **Counterparts**

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

30. **Delivery**

30 1 This Deed is delivered as a deed on the date written at the start of this Deed

30 2 By executing and delivering this Deed, each party to this Deed confirms its agreement to, understanding of and acknowledgement to the matters contained in this Deed.

IN WITNESS WHEREOF the parties have executed this Deed of Charge as a deed the day and year first before written

The Company

Signed as a deed by Basinghall)
Mortgage Finance No 1 Limited)
acting by)
ANDREW VOSS)
in the presence of)

[Signature]
DIRECTOR

Director WITNESS NAME

ANITA TARASIEWICZ

Witness signature

[Signature]

Witness' address

100 HILLS ROAD
CAMBRIDGE
CB 2 1 PH

The Security Trustee

SIGNED and DELIVERED)
as a DEED by CITICORP TRUSTEE)
COMPANY LIMITED)
acting by a director,)

in the presence of

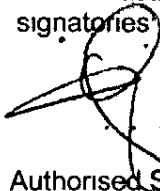
Name of witness

Address of witness

Occupation of Witness

The Arranger, the Agent and the Original Lender

Signed and delivered as a deed by)
Macquarie Bank Limited, London)
Branch acting by its authorised)
signatories)

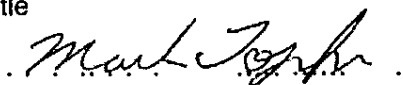


Authorised Signatory

Print Name

Gianfranco Simionato
Executive Director

Title



Authorised Signatory

Print Name

Mark Topfer
Senior Managing Director

Title

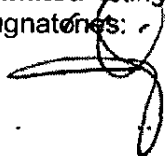
(Macquarie POA Ref 1721

Dated 9 October 2014

Signed in London)

Original Hedge Provider

Signed and delivered as a deed by)
Macquarie Bank International)
Limited acting by its authorised)
signatories:)

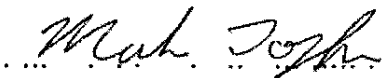


Authorised Signatory

Print Name:

Gianfranco Simionato
Executive Director

Title



Authorised Signatory

Print Name

Mark Topfer

Title:

Senior Managing Director

- (A) (Macquarie POA Ref 1721
- (B) Dated 9 October 2014
- (C) Signed in London)

The Seller and Administrator

Signed as a deed by **Basinghall**)
Finance Limited acting by)
in the presence of)
)

Director

Witness signature

Witness' address

Original Hedge Provider

Signed and delivered as a deed by)
Macquarie Bank International)
Limited acting by its authorised)
signatories)

Authorised Signatory

Print Name

Title

Authorised Signatory

Print Name

Title

(A) (Macquarie POA Ref 1721


(B) Dated 9 October 2014

(C) Signed in London)

The Seller and Administrator

Signed as a deed by Basinghall
Finance Limited acting by

in the presence of

) 
)
) Peter M. B. ...
)
) Director

Director WITNESS NAME

ANIA THASIEWAL

Witness signature

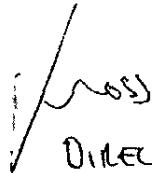


Witness' address

100 Hills Road
CAMBRIDGE
CB2 1PH

Bidco

Signed as a deed by **Bluestone**)
Mortgages Investment Limited acting)
by **ANDREW . . VOSS .**)
in the presence of)
.....)


DIRECTOR

~~Director~~ WITNESS NAME: ANIA TARASIEWICZ

Witness signature 

Witness' address
100 HILLS ROAD
CAMBRIDGE
CB2 1P4