

MR01

Particulars of a charge

235883/26

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
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☒ 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 which is not
an instrument. Use form MR01



A07 24/07/2015 #249

COMPANIES HOUSE

This form must be delivered to the Registrar for registration
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 9 5 4 1 1 9 5
Company name in full KINGSWOOD MORTGAGES 2015-1 PLC /

For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01 07 2015

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 for the Secured Creditors (as defined in the
accompanying instrument)) /

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.

MR01**Particulars of a charge**

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument. Brief description N/A	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here. Signature X Allen & Overy LLP On behalf of Kingswood Mortgages 2015-1 plc 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 TIFFANY LIOW

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country UK

DX

Telephone 0203 088 3211



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: 9541195

Charge code: 0954 1195 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2015 and created by KINGSWOOD MORTGAGES 2015-1 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th July 2015.

P

Given at Companies House, Cardiff on 30th July 2015

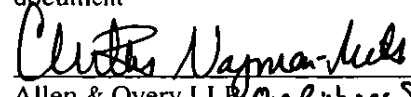


Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Except for material redacted pursuant to s859G of the Companies Act 2006 I certify that this is a correct copy of the original document


Allen & Overy LLP, One Bishops Square
Date 23 July 2015 London E1 6AD
Name: Christine Nayman-Mills
Qualified as: Solicitor

DEED OF CHARGE

17 JULY 2015

Between

L2 B.V.

as Seller and Master Servicer

and

MACQUARIE BANK LIMITED, LONDON BRANCH

as Retention Holder, Swap Provider, Swap Replacement Facilitator and Back-Up Servicing Facilitator

and

KINGSWOOD MORTGAGES 2015-1 PLC

as Issuer

and

CITIBANK N.A., LONDON BRANCH

as Cash Manager, Issuer Account Bank, Principal Paying Agent,
Agent Bank and Registrar

and

STRUCTURED FINANCE MANAGEMENT LIMITED

as Corporate Services Provider

and

CITICORP TRUSTEE COMPANY LIMITED

as Security Trustee and Note Trustee

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED OF CHARGE is made on 17 July 2015

BETWEEN

- (1) **L2 B.V.** (registered number 56649800), a private limited company incorporated under the laws of The Netherlands, whose registered office in the United Kingdom is at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (the **Seller and Master Servicer**),
- (2) **MACQUARIE BANK LIMITED, LONDON BRANCH** a company incorporated in Australia with ABN 46 008 583 542 and acting through its office in London at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (the **Retention Holder**, the **Swap Replacement Facilitator** and the **Back-Up Servicing Facilitator**),
- (3) **KINGSWOOD MORTGAGES 2015-1 PLC** (registered number 9541195), a public limited company incorporated under the laws of England and Wales, whose registered office is at 35 Great St Helen's, London EC3A 6AP (the **Issuer**),
- (4) **CITIBANK N.A., LONDON BRANCH**, acting through its London Branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (in its capacities as the **Cash Manager**, **Issuer Account Bank**, **Principal Paying Agent**, **Agent Bank** and **Registrar**),
- (5) **STRUCTURED FINANCE MANAGEMENT LIMITED** (registered number 03853947), a private limited company under the laws of England and Wales whose registered office is at 35 Great St Helen's, London EC3A 6AP (the **Corporate Services Provider**),
- (6) **CITICORP TRUSTEE COMPANY LIMITED**, a private limited company incorporated under the laws of England and Wales with registration number 235914, acting through its registered office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the **Note Trustee** and the **Security Trustee** which expression includes such company and all other persons or companies for the time being acting as trustee or trustees under this Deed), and
- (7) **MACQUARIE BANK LIMITED, LONDON BRANCH** a company incorporated in Australia with ABN 46 008 583 542 and acting through its office in London at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (the **Swap Provider**)

WHEREAS

- (A) This Deed secures, *inter alia*, the Secured Obligations
- (B) The Issuer will on or about the date of this Deed issue the Notes and the Residual Certificates pursuant to the Trust Deed
- (C) Pursuant to the Mortgage Sale Agreement, the Seller has agreed to sell its interest in the Purchased Loan Receivables and the Related Security (including, in particular, the Mortgages) to the Issuer
- (D) Pursuant to the Master Servicing Agreement, the Master Servicer has agreed to act as servicer and to service the Portfolio on behalf of the Issuer and the Sub-Servicer has agreed to act as sub-servicer and to perform certain obligations on behalf of the Master Servicer, and the Back-Up Servicing Facilitator has agreed to act as the back-up servicing facilitator to the Master Servicer and the Issuer
- (E) Pursuant to the Cash Management Agreement, the Cash Manager has agreed to act as cash manager and to provide certain administration and cash management services to the Issuer

- (F) Pursuant to the Bank Account Agreement, the Issuer Account Bank has agreed to provide certain bank account services to the Issuer in respect of the Issuer Account
- (G) By the Agency Agreement, the Agents have agreed to provide certain agency services on behalf of the Issuer for the benefit of the Noteholders and the Certificateholders
- (H) Pursuant to the Corporate Services Agreement, the Corporate Services Provider has agreed to act as corporate services provider to the Issuer and Holdings
- (I) By the Swap Agreement, the Swap Provider has agreed to enter into a swap transaction with the Issuer
- (J) The Issuer has agreed to provide the Security Trustee with the benefit of the English Security described in this Deed to secure the Secured Obligations. The Security Trustee shall hold the benefit of such English Security on trust for itself and the other Secured Creditors on the terms set out in this Deed

IT IS HEREBY AGREED as follows

1. DEFINITIONS AND CONSTRUCTION

The master definitions and construction schedule made between, amongst others, the parties hereto on or about the date hereof (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto, the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the Recitals hereto and this Deed shall be construed in accordance with the interpretation provisions set out in Clause 2 (Interpretation and Construction) of the Master Definitions and Construction Schedule. Clauses 1 (Definitions) and 2 (Interpretation and Construction) of the Master Definitions and Construction Schedule are set out for information purposes in Schedule 3 (Master Definitions Schedule) hereto. In the event of an inconsistency between the Master Definitions and Construction Schedule and Schedule 3 (Master Definitions Schedule) hereto, the Master Definitions and Construction Schedule prevails to the extent of the inconsistency.

In this Deed, except where the context otherwise requires

- (a) the terms of the Trust Deed, the Master Definitions and Construction Schedule and any other agreement in existence at the date hereof between the parties hereto in relation to any such documents are incorporated in this Deed to the extent required to ensure that any proposed disposition of the Charged Assets contained in this Deed is a valid disposition in accordance with Section 2(1) of the LP (MP) Act,
- (b) a reference in this Deed to any property, assets, undertakings or rights includes, unless the context otherwise requires, present and future property, assets, undertakings or rights,
- (c) **this Deed** means this Deed of Charge and all the Schedules hereto (as from time to time modified and/or supplemented in accordance with the provisions set out herein) and/or expressed to be supplemented hereto and each other document or deed entered into pursuant hereto (as from time to time modified and/or supplemented as aforesaid) and/or expressed to be supplemental hereto,
- (d) any reference to a document (including a Transaction Document or a Charged Document) shall be construed as a reference to that document as the same may have been, or may from

time to time be, amended, varied, novated, replaced or supplemented in accordance with its terms and the terms of the Transaction Documents,

- (e) any covenant of the Issuer under this Deed (other than a payment obligation) shall remain in force during the Security Period,
- (f) any reference to any person or party shall include references to its successors, transferees, permitted assignees, substitutes and any other person deriving title under or through it,
- (g) unless the context otherwise requires, a reference to a Charged Asset includes the proceeds of sale of that Charged Asset, and
- (h) all references in the Transaction Documents involving compliance by the Security Trustee with a test of reasonableness shall be deemed to include a reference to a requirement that such reasonableness shall be determined by reference to the interests of the Noteholders, or if there are no Notes outstanding, the interests of the Certificateholders, or if there are no Notes then outstanding and the Residual Certificates have been cancelled, the interests of all of the other Secured Creditors

2. ISSUER'S COVENANT TO PAY

The Issuer covenants with and undertakes to the Security Trustee for itself and on trust for the other Secured Creditors that it will, subject to the provisions of the Transaction Documents

- (a) duly, unconditionally and punctually pay and discharge all monies and liabilities whatsoever which now are or at any time hereafter may (whether before or after demand) become due and payable to the Security Trustee (whether for its own account or as trustee for the Secured Creditors) or any of the other Secured Creditors by the Issuer, whether actually or contingently, solely or jointly with one or more persons and whether as principal or surety under or pursuant to this Deed or any other Transaction Document, and
- (b) observe, perform and satisfy all its other obligations and liabilities under this Deed and each other Transaction Document

3. ENGLISH SECURITY AND DECLARATION OF TRUST

3.1 Contractual Rights

The Issuer, by way of first fixed security for the payment or discharge of the Secured Obligations, subject to Clause 4 (Release of Charged Assets), hereby assigns by way of security (and, to the extent not effectively assigned to the Security Trustee, charges by way of first fixed charge) to the Security Trustee all of its rights, title, interest and benefit, present and future, in, to and under the Transaction Documents (other than this Deed, the Master Servicing Agreement, the Sub-Servicing Agreement, the Transfer Document and any Re-Transfer Document, the German Security Agreement and the Collection Account Pledge Agreement) to which it is a party including all rights to receive payment of any amounts which may become payable to the Issuer thereunder (provided that the assignment by way of security of the Issuer's rights under the Swap Agreement shall be subject to any rights of set-off or netting provided for thereunder) and all payments received by the Issuer thereunder including 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, to hold the same unto the Security Trustee absolutely

3.2 Issuer Account

The Issuer, by way of first fixed security for the payment or discharge of the Secured Obligations, subject to Clause 4 (Release of Charged Assets), hereby charges by way of first fixed charge in favour of the Security Trustee all of its rights, title, interest and benefit, present and future, in and to all monies now or at any time hereafter standing to the credit of the Issuer Account and each other account (if any) maintained with the Issuer Account Bank and any other bank or custodian in which the Issuer may at any time and from time to time have or acquire any right, title benefit or interest, together with all interest accruing from time to time thereon and the debt represented thereby, to hold the same unto the Security Trustee absolutely

3.3 Authorised Investments

The Issuer, by way of first fixed security for the payment or discharge of the Secured Obligations, subject to Clause 4 (Release of Charged Assets), hereby charges by way of first fixed charge in favour of the Security Trustee all of its rights, title, interest and benefit, present and future, to and under or in respect of any Authorised Investments to be made from time to time by the Issuer (or the Cash Manager on its behalf) using monies standing to the credit of the Issuer Account and all monies, income and proceeds payable thereunder or accrued thereon and the benefit of all covenants relating thereto and all rights and remedies for enforcing the same, to hold the same unto the Security Trustee absolutely

3.4 Floating Charge

The Issuer, by way of first floating security for the payment or discharge of the Secured Obligations, subject to Clause 4 (Release of Charged Assets), hereby charges to the Security Trustee by way of first floating charge the whole of its undertaking and all its property and assets, rights and revenues, whatsoever and wheresoever, both present and future, other than its share capital but including its uncalled capital, other than any property or assets from time to time or for the time being the subject of fixed charges pursuant to Clauses 3 1 (Contractual Rights), 3 2 (Issuer Account) and 3 3 (Authorised Investments) or otherwise effectively assigned by way of security or charged by way of fixed security The floating charge created hereby is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 of the Insolvency Act and accordingly paragraph 14 of Schedule B1 of the Insolvency Act applies to the floating charges created hereby

3 5 Notice and Acknowledgement

- (a) The execution of this Deed by the Issuer constitutes irrevocable notice in writing to each Secured Creditor of the assignment of all of the Issuer's rights, title, interest and benefit, present and future in, to and under the Transaction Documents charged under Clause 3 1 (Contractual Rights) (the **Charged Documents**) and the execution of this Deed by each of the Secured Creditors shall constitute an express acknowledgement by each of them of such transfers, charges and assignments and other Security Interests made or granted by the foregoing provisions of this Clause 3 and Clause 2 (Issuer's Covenant to Pay) Following receipt of an Enforcement Notice, the Issuer authorises and instructs each of the Secured Creditors (other than the Security Trustee), in relation to the Issuer's rights (but not its obligations) under the relevant Charged Document(s), to deal with the Security Trustee without reference to the Issuer
- (b) Each Secured Creditor (other than the Security Trustee) acknowledges and consents to the assignment referred to in paragraph (a) above and confirms that

- (i) following the service of an Enforcement Notice on the Issuer, it will deal only with the Security Trustee in relation to the Issuer's rights (but not its obligations) under the Charged Document(s) without any reference to the Issuer, and
 - (ii) as of the date of this Deed it has not received from any other person notice of any assignment or charge of any Charged Document
- (c) Each Secured Creditor (other than the Security Trustee) acknowledges the Security and covenants to the Security Trustee not to do anything inconsistent with the Security or knowingly to prejudice that Security or any of the Charged Assets (or the Security Trustee's interest in such property) **provided that**, subject to Clause 22 (Exercise of Certain Rights), this Deed does not limit the rights or obligations of any of the Secured Creditors exercisable or to be performed in accordance with and subject to the terms of any of the Transaction Documents

3.6 Charged Documents

Subject to Clause 25 2 (Delegation), without prejudice to the rights of the Security Trustee following the service of an Enforcement Notice on the Issuer, the Issuer hereby authorises the Security Trustee, prior to such time, to exercise, or refrain from exercising, all rights, powers, authorities, discretions and remedies of the Issuer under or in respect of the Transaction Documents referred to in Clause 3 1 (Contractual Rights) in such manner as the Security Trustee in its absolute discretion shall think fit. The Security Trustee shall not be required to have regard to the interests of the Issuer in the exercise or non-exercise of any such rights, powers, authorities, discretions and remedies or to comply with any direction given by the Issuer in relation thereto.

3.7 Notice of Transaction Documents

Each Secured Creditor shall be deemed to have notice of all of the provisions of the Transaction Documents.

3.8 Payments to the Issuer

Notwithstanding the Security but subject as provided otherwise in this Deed, each of the parties acknowledges that each Secured Creditor and each other party to any Charged Document may continue to make all payments becoming due to the Issuer under any Transaction Document in the manner envisaged by that document until receipt of written notice from the Security Trustee or any Receiver requiring payments to be made otherwise following the service of an Enforcement Notice on the Issuer.

3 9 Declaration of Trust

The Security Trustee hereby declares itself trustee of all the covenants, undertakings, charges, securities, assignments and other Security Interests made or given or to be made or given under or pursuant to this Deed and the other Transaction Documents to which it is a party for itself and the other Secured Creditors in respect of the Secured Obligations owed to each of them respectively upon and subject to the terms and conditions of this Deed. Each Secured Creditor acknowledges and agrees to that trust.

3.10 General

- (a) All the security created pursuant to this Clause 3
 - (i) is created in favour of the Security Trustee for itself and as trustee on behalf of the other Secured Creditors,

- (ii) is created over the present and future assets of the Issuer,
 - (iii) is security for the payment or discharge of the Secured Obligations, and
 - (iv) is made with Full Title Guarantee
- (b) The term "all of its rights" as used in this Clause 3 includes, unless the context requires otherwise
- (i) the benefit of all covenants, undertakings, representations, warranties and indemnities,
 - (ii) all powers and remedies of enforcement and/or protection,
 - (iii) all rights to receive payment of all amounts assured or payable (or to become payable), (subject, in the case of payments under the Swap Agreement after giving effect to all applicable netting provisions therein, including Sections 2(c) and 6 of the Swap Agreement) all rights to serve notices and/or to make demands and all rights to take such steps as are required to cause payment to become due and payable, and
 - (iv) all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect thereof,

in each case, in respect of the relevant Charged Assets

4 RELEASE OF CHARGED ASSETS

4.1 Prior to Payment or Discharge of Secured Obligations

Notwithstanding anything to the contrary contained herein, the Issuer (or the Cash Manager on its behalf) may make cash payments out of the Issuer Account as and to the extent permitted or required by the Transaction Documents

4.2 On Payment or Discharge of Secured Obligations

On proof being given to the satisfaction of the Security Trustee as to the full, final, irrevocable and unconditional payment or discharge of all the Secured Obligations, the Security Trustee, at the written request and cost of the Issuer, shall release, reassign or discharge from the English Security the Charged Assets to, or to the order of, the Issuer

4.3 On Disposal of Authorised Investments

Upon the Cash Manager, on behalf of the Issuer, making a disposal of an Authorised Investment charged pursuant to Clause 3.3 (Authorised Investments), the Security Trustee shall, if so requested in writing by the Cash Manager and at the sole cost and expense (on an indemnity basis) of the Issuer, but without being responsible for any loss, costs, claims or liabilities whatsoever occasioned and howsoever arising by so acting upon such request, release, reassign or discharge from the Security Interests constituted by this Deed the relevant Authorised Investments, without recourse, representation or warranty, provided that the proceeds of such disposal are paid into an account charged pursuant to Clause 3.2 (Issuer Account) in accordance with Clause 6.4 (Authorised Investments) from which the monies to make such Authorised Investments were originally drawn, subject to and in accordance with the provisions of the Bank Account Agreement, the Cash Management Agreement and this Deed

4.4 On Withdrawals from the Issuer Account

From time to time there shall be deemed to be released and discharged from the Security Interests constituted by this Deed all amounts which the Cash Manager, on behalf of the Issuer, is permitted to withdraw from the Issuer Account pursuant to Clauses 6 2 (Pre-Enforcement Priority of Payments) and 6 3 (Payments under the Cash Management Agreement, the Bank Account Agreement and the Swap Agreement) or as otherwise permitted or required by the Transaction Documents, any such release to take effect immediately upon the relevant withdrawal being made **provided that** where the relevant amount is transferred to another Issuer Account of the Issuer, it shall thereupon become subject to the Security Interests constituted by Clause 3 2 (Issuer Account) of this Deed in respect of such Issuer Account

5. CONTINUANCE OF SECURITY

5.1 Continuing Security

The charges, assignments and other Security Interests constituted by or granted pursuant to Clause 3 (English Security and Declaration of Trust) of this Deed and the German Security Agreement

- (a) shall be without prejudice and in addition to and shall not merge with, or in any way exclude or prejudice, any other security whatsoever which may now or at any time (or would have, with the exception of the English Security) be held by the Secured Creditors or the Security Trustee on behalf of the Secured Creditors from the Issuer or any other person for or in respect of the whole or part of the Secured Obligations, and
- (b) shall, subject to Clause 4 2 (On Payment or Discharge of Secured Obligations), remain in force as continuing security for the Secured Creditors notwithstanding any settlement of account or the existence at any time of a credit balance on any current or other account or any other act, event or matter whatsoever

5.2 Acknowledgement

The Issuer hereby acknowledges the assignments, charges and other Security Interests constituted or granted by the foregoing provisions of this Deed and undertakes to the Security Trustee not to do anything inconsistent with the Security given under or pursuant to this Deed or the German Security Agreement or knowingly to prejudice the Security granted to the Security Trustee under or pursuant to this Deed or the German Security Agreement or the Charged Assets or the Security Trustee's interest therein and the Issuer covenants not to permit the validity, effectiveness, or priority of the Security given under or pursuant to this Deed or the German Security Agreement to be postponed, amended, terminated or discharged

5.3 Accession of New Secured Creditors

The parties hereto agree and acknowledge that an entity may become a Secured Creditor and accede to the terms of this Deed by execution of a Deed of Charge Accession Undertaking with the Issuer and the Security Trustee, in the form scheduled to Schedule 2 (Form of Deed of Charge Accession Undertaking) to this Deed

6. PAYMENTS OUT OF THE ISSUER ACCOUNT, AUTHORISED INVESTMENTS AND APPLICATION OF CASH PRIOR TO ENFORCEMENT

6.1 Following service of an Enforcement Notice

No payment, transfer or withdrawal from the Issuer Account (except for any payment, transfer or withdrawal from the Swap Collateral Account which is applied in accordance with the Swap Collateral Account Priority of Payments) may be made under this Clause 6 at any time after an Enforcement Notice has been served on the Issuer other than with the prior written consent of the Security Trustee

6.2 Pre-Enforcement Priority of Payments

Notwithstanding the security rights created by or pursuant to Clause 3 (English Security and Declaration of Trust), for so long as no Enforcement Notice has been served on the Issuer, the Cash Manager, on behalf of the Issuer, shall withdraw, or shall instruct the Issuer Account Bank, or cause the Issuer Account Bank to be instructed, to withdraw (unless the intended recipient of the relevant payment agrees otherwise and subject to the terms of the Cash Management Agreement) monies from the Issuer Account on each Interest Payment Date (subject to Clause 6.3 (Payments under the Cash Management Agreement, the Bank Account Agreement and the Swap Agreement)) to be applied in accordance with (in the case of amounts or securities standing to the credit of the Swap Collateral Account) the Swap Collateral Account Priority of Payments or (in all other cases) the Pre-Enforcement Priority of Payments, as set out in Schedule 2 (Cash Management and Maintenance of Ledgers) of the Cash Management Agreement

6.3 Payments under the Cash Management Agreement, the Bank Account Agreement and the Swap Agreement

Notwithstanding the Security Interests created by or pursuant to Clause 3 (English Security and Declaration of Trust), for so long as no Enforcement Notice has been served on the Issuer, the Cash Manager, on behalf of the Issuer, shall withdraw, or shall instruct the Issuer Account Bank, or cause the Issuer Account Bank to be instructed, to withdraw (unless the intended recipient of the relevant payment agrees otherwise and subject to the terms of the Cash Management Agreement) monies from the Issuer Account (but only to the extent that such withdrawal does not cause the Issuer Account to become overdrawn) for application on any Business Day in investing in Authorised Investments and making any payments due to be made subject to and in accordance with the Cash Management Agreement, the Bank Account Agreement and the Swap Agreement

6.4 Authorised Investments

(a) The Cash Manager, at the direction of the Master Servicer and on behalf of and in the name of the Issuer, may invest monies standing from time to time to the credit of the Issuer Account in Authorised Investments subject to the following provisions

- (i) any investment in an Authorised Investment shall be made in the name of the Issuer,
- (ii) any costs properly and reasonably incurred in making, changing or otherwise disposing of any investment in an Authorised Investment will be reimbursed to the Cash Manager by the Issuer, and
- (iii) all income and other distributions arising on, or proceeds following the disposal or maturity of, Authorised Investments shall be credited to the Issuer Account

- (b) Notwithstanding the security rights created by or pursuant to Clause 3 (English Security and Declaration of Trust) but prior to the service of an Enforcement Notice on the Issuer, Authorised Investments may, at the request of the Cash Manager, on any Business Day, be sold or redeemed or disposed of or realised or otherwise deposited subject always to the other provisions hereof (including Clause 3.3 (Authorised Investments) and Clause 4.3 (On Disposal of Authorised Investments))

6.5 Management and Application of Funds

The Issuer shall take or cause to be taken such action as may from time to time be necessary on its part to ensure that the Issuer Account shall from time to time be credited with all amounts received by the Issuer and falling within any of the following categories

- (a) all Principal and Revenue Receipts received in respect of the Mortgage Loans and their Related Security including, without limitation and for the avoidance of doubt, repayments of interest or principal under the Mortgage Loans, recoveries of interest or principal from defaulting Borrowers under Mortgage Loans being enforced or in respect of which enforcement procedures relating to the sale of the property have been completed, any payment pursuant to any insurance policy, the proceeds of the repurchase of any Mortgage Loan by the Seller pursuant to the Mortgage Sale Agreement, any amounts comprising the Majority Certificateholder Portfolio Purchase Option Purchase Price,
- (b) amounts received by the Issuer pursuant to the Swap Agreement into the Issuer Account,
- (c) the proceeds arising from the disposal of any Authorised Investments or any Swap Collateral and any and all income or other distributions received by the Issuer in respect thereof or arising from the proceeds of any Authorised Investments or any Swap Collateral,
- (d) any payments received from the Seller, the Originator or the Majority Certificateholder as the repurchase price for any Loans and their Related Security, and
- (e) such other payments received by the Issuer as are, or ought in accordance with this Deed to be, comprised in the Charged Assets

6.6 Enforcement When Not All Amounts Due and Payable

If the Security Trustee enforces the Security at a time when either no amounts or not all amounts owing in respect of the Secured Obligations have become due and payable, the Security Trustee (or a Receiver) may, for so long as no such amounts or not all such amounts have become due and payable, pay any monies received or recovered by the Security Trustee or the Receiver for the benefit of the other Secured Creditors in respect of such Secured Obligations into, and retain such monies in, an interest bearing account in the name of the Security Trustee to be held by the Security Trustee as security and applied by it in accordance with Clause 7 (Payments out of the Issuer Account upon Enforcement)

6.7 VAT

If any sums which are payable by the Issuer under Clause 6.2 (Pre-Enforcement Priority of Payments) or Clause 7 (Payments out of the Issuer Account upon Enforcement) of this Deed are subject to VAT, the Issuer shall make payment of the amount in respect of VAT as provided in the relevant agreement pursuant to which payment is due to the relevant person in accordance with the order of priorities set out in those clauses

6.8 Obligations in relation to Charged Assets and Transaction Documents

Notwithstanding the security created under Clause 3 (English Security and Declaration of Trust) of this Deed, the Issuer shall, subject to Clause 6.2 (Pre-Enforcement Priority of Payments) or as specifically provided otherwise in the Transaction Documents and for so long as no Enforcement Notice has been served, exercise its rights, powers and discretions and perform its obligations in relation to the Charged Assets and under the Transaction Documents in accordance with the provisions of the Transaction Documents

7. PAYMENTS OUT OF THE ISSUER ACCOUNT UPON ENFORCEMENT

7.1 After an Enforcement Notice

From and including the time when an Enforcement Notice has been served on the Issuer

- (a) the Security Trustee shall promptly notify each party to the Transaction Documents that an Enforcement Notice has been served on the Issuer,
- (b) no amount may be withdrawn from the Issuer Account (other than amounts or securities standing to the credit of the Swap Collateral Account, which may be withdrawn and applied in accordance with the Swap Collateral Account Priority of Payments) without the prior written consent of the Security Trustee, and
- (c) if not already crystallised, any charge created by Clause 3 (English Security and Declaration of Trust), which is or is recharacterised as a floating charge, shall (subject to applicable law) crystallise upon service of a notice from the Security Trustee to the Issuer

7.2 Post-Enforcement Priority of Payments

After an Enforcement Notice has been served on the Issuer, the Security Trustee (or the Cash Manager on its behalf) or any Receiver in connection with the enforcement of the Security will apply all amounts received or recovered other than (x) any amount standing to the credit of the Issuer Profit Ledger, which shall be applied by the Issuer in or towards satisfaction of any liability of the Issuer for corporation tax of the Issuer and (y) any amount standing to the credit of the Swap Collateral Account which will be applied in accordance with the Swap Collateral Account Priority of Payments (other than any amount to be applied as Swap Collateral Account Surplus in accordance with the Swap Collateral Account Priority of Payments), in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full) (the **Post-Enforcement Priority of Payments**)

- (a) *first*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof of
 - (i) any fees, costs, charges, liabilities, expenses and all other amounts then due and payable to the Note Trustee, Receiver and any Appointee under the provisions of the Trust Deed and the other Transaction Documents, together with (if payable) VAT thereon as provided therein, and
 - (ii) any fees, costs, charges, liabilities, expenses and all other amounts then due and payable to the Security Trustee, Receiver and any Appointee under the provisions of the Deed of Charge, the German Security Agreement and the other Transaction Documents, together with (if payable) VAT thereon as provided therein,

- (b) *second*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof of
- (i) any remuneration then due and payable to the Agent Bank, the Registrar and any Paying Agent and any costs, charges, liabilities and expenses then due and payable to them under the provisions of the Agency Agreement, together with (if payable) VAT thereon as provided therein,
 - (ii) any amounts then due and payable to the Cash Manager and any fees, costs, charges, liabilities and expenses then due under the provisions of the Cash Management Agreement, together with (if payable) VAT thereon as provided therein,
 - (iii) any amounts then due and payable to the Master Servicer and any fees, costs, charges, liabilities and expenses then due under the provisions of the Master Servicing Agreement, together with (if payable) VAT thereon as provided therein,
 - (iv) any amounts then due and payable to the Back-up Servicing Facilitator and any fees, costs, charges, liabilities and expenses then due to the Back-up Servicing Facilitator under the provisions of the Master Servicing Agreement, together with (if payable) VAT thereon as provided therein,
 - (v) any amounts then due and payable to the Corporate Services Provider and any fees, costs, charges, liabilities and expenses then due and payable to the Corporate Services Provider under the provisions of the Corporate Services Agreement together with (if payable) VAT thereon as provided therein, and
 - (vi) any amounts then due and payable to the Issuer Account Bank and any fees, costs, charges, liabilities and expenses then due and payable to the Issuer Account Bank under the provisions of the Bank Account Agreement, together with (if payable) VAT thereon as provided therein,
- (c) *third*, to pay in or towards satisfaction of any amounts due to the Swap Provider in respect of the Swap Agreement (including any termination payment due and payable by the Issuer to the extent it is not satisfied by any payments by the Issuer to the Swap Provider under the Swap Collateral Account Priority of Payments but excluding, if applicable, any related Hedge Subordinated Amounts),
- (d) *fourth*, to pay, *pro rata* and *pari passu*, according to the respective outstanding amounts thereof interest and principal due and payable on the Class A Notes until the Principal Amount Outstanding on the Class A Notes has been reduced to zero,
- (e) *fifth*, to pay, *pro rata* and *pari passu*, according to the respective outstanding amounts thereof, interest and principal due and payable on the Class B Notes until the Principal Amount Outstanding on the Class B Notes has been reduced to zero,
- (f) *sixth*, to pay, *pro rata* and *pari passu*, according to the respective outstanding amounts thereof, interest and principal due and payable on the Class C Notes until the Principal Amount Outstanding on the Class C Notes has been reduced to zero,
- (g) *seventh*, to pay, *pro rata* and *pari passu*, according to the respective outstanding amounts thereof, interest and principal due and payable on the Class D Notes until the Principal Amount Outstanding on the Class D Notes has been reduced to zero,

- (h) *eighth*, to pay, *pro rata* and *pari passu*, according to the respective outstanding amounts thereof, interest and principal due and payable on the Class E Notes until the Principal Amount Outstanding on the Class E Notes has been reduced to zero,
- (i) *ninth*, to pay, *pro rata* and *pari passu*, according to the respective outstanding amounts thereof, interest and principal due and payable on the Class F Notes until the Principal Amount Outstanding on the Class F Notes has been reduced to zero,
- (j) *tenth*, to pay in accordance with the terms of the Swap Agreement to the Swap Provider in respect of any Hedge Subordinated Amounts (to the extent not satisfied by payment to the Swap Provider by the Issuer of any applicable amount under the Swap Collateral Account Priority of Payments,
- (k) *eleventh*, to pay, *pro rata* and *pari passu*, according to the respective outstanding amounts thereof, interest and principal due and payable on the Subordinated Notes until the Principal Amount Outstanding on the Subordinated Notes has been reduced to zero,
- (l) *twelfth*, to pay, *pro rata* and *pari passu*, amounts due and payable to third parties (if any), and
- (m) *thirteenth*, to pay the Issuer Profit Amount,
- (n) *fourteenth*, to pay any excess amounts, *pro rata* and *pari passu*, to the holders of the Residual Certificates

7.3 Certification

Notwithstanding anything to the contrary in this Deed or any of the other Transaction Documents, the Security Trustee shall be entitled to call for and rely on a certificate from the Issuer (or any liquidator, administrator or other insolvency officer of the Issuer) setting out any payments to be made pursuant to Clause 7.2(l) and Clause 7.2(m) above and shall be entitled to discharge its obligations to make any such payments by paying the same to the Issuer or to any liquidator, administrator or other insolvency officer of the Issuer and no person entitled to any such payment will have any claim against the Security Trustee if it shall do so. For the avoidance of doubt, no person entitled to any such payment shall be a Secured Creditor or entitled to the rights of a Secured Creditor under this Deed.

7.4 Subordination

- (a) Each of the Secured Creditors hereby agrees to be bound by the order of priority set out in the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments (as applicable). Without prejudice to Clause 22 (Exercise of Certain Rights), each of the Secured Creditors further agrees with each other party to this Deed that, notwithstanding any other provision contained herein or in any other Transaction Document
 - (i) (other than the Security Trustee and the Note Trustee) it will not demand or receive payment of any distribution in respect of, or on account of, any amounts payable by the Issuer (or the Cash Manager on its behalf) or the Security Trustee (as applicable) to that Secured Creditor under the Transaction Documents, in cash or in kind,
 - (ii) it will not apply any money or assets in discharge of any such amounts payable to it (whether by set-off or by any other method other than pursuant to Sections 2(c) and 6 of the Swap Agreement and, in the case of the Issuer Account Bank, in accordance with clause 3.3 (Bank Charges) of the Bank Account Agreement), unless all amounts then due and payable by the Issuer to all other Secured Creditors ranking higher in the order of priority set out in the Pre-Enforcement Priority of Payments or

the Post-Enforcement Priority of Payments (as applicable) have been paid in full, and

- (iii) without prejudice to the foregoing, whether in the liquidation of the Issuer or any other party to the Transaction Documents or otherwise, if any payment or distribution (including by way of set-off other than pursuant to Sections 2(c) and 6 of the Swap Agreement or the proceeds of any enforcement of any Security) is received by a Secured Creditor in respect of any amount payable by the Issuer or the Security Trustee (as applicable) to that Secured Creditor under the relevant Transaction Document at a time when, by virtue of the provisions of the relevant Transaction Document and this Deed, no payment or distribution should have been made, the amount so received shall be held by the Secured Creditor upon trust for the Issuer or, following service of an Enforcement Notice on the Issuer, the Security Trustee and shall be paid over to the Issuer or, following service of an Enforcement Notice on the Issuer, the Security Trustee as soon as is reasonably practicable following the earlier of (A) receipt of written notice from the Issuer or the Security Trustee (as applicable) and (B) actual knowledge of such Secured Creditor, in each case, that such payment or distribution should not have been made to such Secured Creditor (whereupon the relevant payment or distribution shall be deemed not to have been so made or received)
- (b) Neither the Issuer nor the Security Trustee shall pay or repay, or make any distribution in respect of, any amount owing to a Secured Creditor under the relevant Transaction Documents, in cash or in kind, except as expressly provided for in the relevant Transaction Documents, unless and until all amounts then payable by the Issuer or the Security Trustee to all other Secured Creditors ranking higher in the order of priority set out in the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments (as applicable) have been paid in full based on the information provided to it by the Cash Manager and/or the Issuer and/or the relevant Secured Creditor. Subject to Clause 12 (Protection of Security Trustee and Receiver), the Security Trustee shall not be held liable for any incorrect payment, repayment or distribution if such payment, repayment or distribution is made in reliance upon the information provided to it by the Cash Manager and/or the Issuer and/or the relevant Secured Creditor
- (c) Where amounts owing to a group of Secured Creditors under the relevant Transaction Document are expressed to be required to be made *pari passu* and pro rata among such group, the Security Trustee shall not pay or repay, or make any distribution in respect of, such amounts to any Secured Creditor of such group, in cash or in kind, except on a *pari passu* and pro rata basis among such group
- (d) The perpetuity period for the trusts in this Clause 7.3 shall be 125 years

8. CONFLICT

8.1 Noteholders, Certificateholders and the other Secured Creditors

So long as any Notes are outstanding and there is a conflict between the interests of the Noteholders, the Certificateholders and the other Secured Creditors and except as otherwise expressly provided in this Deed, the Security Trustee (acting on the direction of the Note Trustee) shall have regard to the interests of only the Noteholders as regards the exercise and performance of all powers, rights, trusts, authorities, duties and discretions of the Security Trustee in respect of the Charged Assets. under this Deed or any other Transaction Document or in respect of the rights or benefits which are comprised in the Charged Assets (except where specifically provided otherwise). So long as the Notes have been redeemed in full but any Secured Obligations remain outstanding and there is a conflict between the Certificateholders and the Secured Creditors (other than the Noteholders and the Certificateholders), the Security Trustee will take into account the interests of only the

Certificateholders (and not the other Secured Creditors) as regards the exercise and performance of all powers, rights, trusts, authorities, duties and discretions of the Security Trustee in respect of the Charged Assets, under this Deed or any other Transaction Document or in respect of the rights or benefits which are comprised in the Charged Assets (except where specifically provided otherwise), subject to the provisions of Condition 13 (*Meetings Of Noteholders, Modification, Waiver And Substitution*), Residual Certificates Condition 12 (*Meetings Of Certificateholders and Noteholders, Modification, Waiver And Substitution*) and Clause 25.7 (Modification to the Transaction Documents) hereto

8.2 Acknowledgement

Each of the Secured Creditors hereby acknowledges and concurs with the provisions of Clause 8.1 (Noteholders, Certificateholders and the other Secured Creditors) above, and each of them agrees that it shall have no claim against the Security Trustee as a result of the application thereof

9. THE SECURITY TRUSTEE'S POWERS

9.1 Prior Notification

The Security Trustee shall, if reasonably practicable, give prior written notification to the Issuer of the Security Trustee's intention to enforce the English Security created by this Deed, provided always that the failure of the Security Trustee to provide such notification shall not prejudice the ability of the Security Trustee to enforce the English Security

9.2 Enforceable

Without prejudice to the provisions of Clauses 9.5 (Law of Property Act 1925) and 10.1 (Appointment) (a) the Security created under this Deed shall become immediately enforceable and (b) the power of sale and other powers conferred by Section 101 of the Law of Property Act 1925 (the 1925 Act) as varied or amended by this Deed, shall, in accordance with this Clause 9 be exercisable by the Security Trustee, in each case at any time after an Enforcement Notice has been served on the Issuer. Without prejudice to the effectiveness of any service of the Enforcement Notice or the obligation to deliver the same in accordance with Condition 11 (*Events of Default*) and/or Residual Certificates Condition 10 (*Events of Default*), the Issuer shall, upon receipt of the same from the Note Trustee, publish (or cause to be published) a copy of any Enforcement Notice in accordance with the provisions of Notices Conditions and deliver a copy to each of the Secured Creditors and the Rating Agencies

9.3 Amounts Due

Notwithstanding any other provision of this Deed, all amounts under the Secured Obligations shall become due for the purposes of Section 101 of the 1925 Act and the statutory powers of sale and appointment of a Receiver which are conferred on the Security Trustee under the 1925 Act (as varied or extended by this Deed) only (and for no other purpose) and all other powers shall be deemed to arise immediately after execution of this Deed but shall only become enforceable in accordance with Clause 9.2 (Enforceable)

9.4 Power of Sale

Section 103 of the 1925 Act shall not apply in relation to any of the charges contained in this Deed and at any time after an Enforcement Notice has been served on the Issuer the statutory power of sale (as extended by this Deed) and all other powers shall be immediately exercisable (without the restrictions contained in the 1925 Act)

9.5 Law of Property Act 1925

- (a) The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee may think fit and without the need to comply with any provision of Section 99 or 100 of the 1925 Act
- (b) The provisions of the 1925 Act relating to the power of sale and the other powers conferred by Section 101(1) and (2) of the 1925 Act, are hereby extended in relation to the Issuer (as if such extensions were contained therein) to authorise the Security Trustee at its absolute discretion at any time after the service of an Enforcement Notice has been served on the Issuer and subject to the Security Trustee being satisfied as to the indemnification and/or security available to it in relation to the exercise of such powers
 - (i) to make demand in the name of the Secured Creditors or in its own right for any monies and liabilities in respect of the Charged Assets,
 - (ii) to sell the Issuer's title to or interest in the Charged Assets, and to do so for any shares, debentures or 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, or for such other consideration whatsoever as the Security Trustee may think fit, and also to grant any option to purchase, and to effect exchanges of, any of the Charged Assets,
 - (iii) with a view to or in connection with the sale of the Charged Assets, to carry out any transaction, scheme or arrangement which the Security Trustee may, in its absolute discretion, consider appropriate,
 - (iv) to insure the Charged Assets against such risks and for such amounts as the Security Trustee may decide, and
 - (v) to do all or any of the things or exercise all or any of the powers which are mentioned or referred to in Clause 10.6 (Powers of Receiver) as if each of them was expressly conferred on the Security Trustee by this Deed and which may not be included in paragraphs (i) to (iv) above

9.6 Delegation to Receiver

In addition and without prejudice to any of its statutory powers, the Security Trustee may at any time by deed delegate to the Receiver all or any of the extended powers of leasing, renunciation, surrendering or accepting renunciations or surrenders of leases conferred on the Security Trustee by this Deed

9.7 Application to Court

The Security Trustee may at any time after an Enforcement Notice has been served on the Issuer 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 Charged Assets 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 it may assent to or approve any application to the Court made at the instance of any of the Noteholders and/or any of the other Secured Creditors

9.8 Authorised Investments

Any monies which under the trusts of this Deed ought to or may be invested by the Security Trustee after an Enforcement Notice has been served on the Issuer may be invested in the name or under the control of the Security Trustee in any Authorised Investments and the Security Trustee may at any time vary or transfer any of such Authorised Investments for or into other such Authorised Investments as the Security Trustee at its absolute discretion may determine, and shall not be responsible (save where any loss results from the Security Trustee's fraud, wilful default or gross negligence or that of its officers or employees) for any Liability occasioned by reason of any such investments whether by depreciation in value or otherwise, provided that such Authorised Investments were made in accordance with the foregoing provisions

9.9 Deficiency or Additional Payment

The Security Trustee shall have no responsibility whatsoever to any Secured Creditor as regards any deficiency or additional payment, as the case may be, which might arise because the Security Trustee is subject to any stamp, issue, registration, documentary and other fees, duties and taxes, including interest and penalties in respect of the Charged Assets or any part thereof or any income therefrom or any proceeds thereof or is required to make any withholding or deduction from any payment to any Secured Creditor

10 RECEIVER

10.1 Appointment

- (a) Except as provided below, at any time after an Enforcement Notice has been served on the Issuer, the Security Trustee may, at its absolute discretion, appoint, by writing or by deed, such person or persons (including an officer or officers of the Security Trustee) as the Security Trustee thinks fit, to be Receiver of the Charged Assets or any part thereof and, in the case of an appointment of more than one person, to act together or independently of the other or others
- (b) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a receiver (including under Section 109(1) of the 1925 Act) does not apply to this Deed
- (c) The Security Trustee is not entitled to appoint a Receiver solely as a result of
 - (i) obtaining a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium under the Insolvency Act 2000 except with leave of the court
- (d) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

10.2 Removal and Replacement

Except as otherwise required by statute, the Security Trustee may by writing or by deed remove a Receiver and appoint another in its place or appoint another to act with a Receiver and the Security Trustee may apply to the court for an order removing an administrative receiver

10.3 Extent of Appointment

The exclusion of any part of the Charged Assets from the appointment of the Receiver shall not preclude the Security Trustee from subsequently extending its appointment (or that of the Receiver replacing it) to that part of the Charged Assets or appointing another Receiver over any other part of the Charged Assets

10.4 Agent of the Issuer

The Receiver shall (subject to applicable law) be the agent of the Issuer and the Issuer alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, misconduct, negligence or default and for liabilities incurred by him and in no circumstances whatsoever shall the Security Trustee be in any way responsible for or incur any liability in connection with his contracts, engagements, acts, omissions, misconduct, negligence or default. The Receiver shall have no power to take any action in relation to the Charged Assets which the Security Trustee is not permitted to take or which the Security Trustee is prohibited from taking by virtue of the terms of this Deed. If a liquidator of the Issuer shall be appointed, the Receiver shall act as principal and not as agent for the Security Trustee

10.5 Remuneration

The remuneration of the Receiver shall be fixed by the Security Trustee (and the maximum rate specified in Section 109(6) of the 1925 Act will not apply) in good faith and on commercially reasonable terms and may be or include a commission calculated by reference to the gross amount of all monies received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Issuer or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise, but subject to Clause 7.2 (Post-Enforcement Priority of Payments), such remuneration shall be payable hereunder by the Issuer alone. The amount of such remuneration shall be paid in accordance with the terms and conditions and in the manner agreed from time to time between the Receiver and the Security Trustee and in accordance with the Post-Enforcement Priority of Payments

10.6 Powers of Receiver

Any Receiver of the Issuer, in addition to any powers conferred on a receiver by statute or common law, shall have the following powers

- (a) to take possession of, get in and collect the Charged Assets (or such part thereof in respect of which it may be appointed) or any part thereof including income whether accrued before or after the date of his appointment,
- (b) to carry on, manage, concur in or authorise the management of, or appoint a manager of, the whole or any part of the business of the Issuer,
- (c) to sell, convey, assign, novate, exchange, license, surrender, renounce, release, disclaim, abandon, return or otherwise dispose of or in any way whatsoever deal with the Charged Assets or any interest in the Charged Assets or any part thereof for such consideration (if any) and upon such terms (including by deferred payment or payment by instalments) as it may think fit and to concur in any such transaction,
- (d) to sell or concur in selling the whole or any part of the Issuer's business whether as a going concern or otherwise,

- (e) to appoint, engage, dismiss or vary the terms of employment of any employees, officers, managers, agents and advisers of the Issuer upon such terms as to remuneration and otherwise and for such periods as he may determine,
- (f) to insure, protect, maintain, repair, alter, improve, replace, exploit, add to and develop or concur in so doing, the Charged Assets or any part thereof in any manner and for any purpose whatsoever,
- (g) in connection with the exercise or the proposed exercise of any of its powers or in order to obtain payment of its remuneration (whether or not it is already payable), to borrow or raise money from any person without security or on the security of any of the Charged Assets and generally in such manner and on such terms as it may think fit,
- (h) to bring, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims, disputes and proceedings concerning the Charged Assets or any part thereof,
- (i) to transfer all or any of the Charged Assets and/or any of the liabilities of the Issuer to any other company or body corporate, whether or not formed or acquired for the purpose and to form a Subsidiary or Subsidiaries of the Issuer,
- (j) to call up or require the directors of the Issuer to call up all or any portion of the uncalled capital for the time being of the Issuer and to enforce payment of any call by action (in the name of the Issuer or the Receiver as may be thought fit),
- (k) to redeem, discharge, or compromise any Security Interest from time to time having priority to or ranking *pari passu* with this Deed,
- (l) to effect or maintain indemnity insurance and other insurance and obtain bonds and performance guarantees,
- (m) in connection with the exercise of any of its powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of the Issuer or otherwise, as it may think fit, all documents, receipts, registrations, acts or things which it may consider appropriate,
- (n) to exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Charged Assets or incidental to the ownership of or rights in or to any of the Charged Assets and to complete or effect any transaction entered into by the Issuer and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of the Issuer relating to or affecting the Charged Assets,
- (o) to exercise all powers as are described in Schedule 1 and Schedule 2 to the Insolvency Act, whether or not the Receiver is an "administrative receiver" as defined in the Insolvency Act,
- (p) 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 Charged Assets which it may consider expedient as effectually as if he were solely and absolutely entitled to the Charged Assets,
- (q) to lend money or advance credit ,
- (r) to effect any repair or insurance and do any act which the Issuer might do in the ordinary conduct of its business to protect or improve any Charged Asset,

- (s) in addition
 - (i) to do all other acts and things which it may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed, and
 - (ii) to exercise in relation to any Charged Assets all the powers, authorities and things which it would be capable of exercising if it were the absolute beneficial owner of the same,

and may use the name of the Issuer for any of the above purposes, and

- (t) to pay and discharge out of the profits and income of the relevant Charged Assets and the monies to be made by it in carrying on the business of the Issuer the expenses incurred in and about the carrying on and management of the business or in the exercise of any of the powers conferred by this Clause 10 6 or otherwise in respect of such Charged Assets and all outgoings which it shall think reasonable to pay and to apply the residue of the said profits, income or monies in the manner provided by Clause 7 2 (Post-Enforcement Priority of Payments) hereof

The Security Trustee may pay over to the Receiver or the Receiver may receive or recover any monies constituting part of the Charged Assets to the extent that the same may be applied forthwith for the purposes referred to in Clause 7 2 (Post-Enforcement Priority of Payments) 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

10.7 Appointment of Administrator

- (a) Upon application being made to a court of competent jurisdiction for an administration order or the service of a notice of intention to appoint an administrator or the filing of documents with the court for the appointment of an administrator in relation to the Issuer or other order having substantially the same effect to be made on application by a creditor or creditors of the Issuer, the Security Trustee shall be entitled to, subject to it being indemnified and/or secured and/or prefunded to its satisfaction, as soon as reasonably practicable appoint a Receiver in accordance with this Deed (who shall, to the extent permitted by law, be an "administrative receiver" under Section 29(2) of the Insolvency Act) of the whole of the Charged Assets and, in the case of any application to the court or petition, the Security Trustee shall instruct the Receiver to attend at the hearing of the application or petition and take such steps as are necessary to act for the interests of the Secured Creditors and to prevent the appointment of an administrator, who would act in the interests of all of the creditors of the Issuer, whether secured or not. The Secured Creditors shall co-operate and do all acts and enter into such further documents, deeds or agreements as the Security Trustee may deem necessary or desirable to ensure that an administration order is not made or that an administrator is not otherwise appointed and that an administrative receiver is appointed
- (b) The Security Trustee shall not be liable for any failure to appoint an administrative receiver in respect of the Issuer, save in the case of its own gross negligence, wilful default or fraud and, for the avoidance of doubt, the Security Trustee shall have no liability if, having used its reasonable endeavours, it is unable to find a person who is willing to be appointed as an administrative receiver on the terms as to indemnification referred to in this Deed
- (c) The Issuer waives any claims against the Security Trustee in respect of any appointment made pursuant to this Clause 10 7

10.8 Costs of Receiver

Each of the Issuer and the Secured Creditors agrees and acknowledges that in the event of the enforcement of the Security or the appointment of a Receiver including an administrative receiver appointed pursuant to Clause 10.7, the Security Trustee shall not be obliged to indemnify out of its own money any such Receiver for any of its costs, charges, liabilities or expenses or to advance, in whatever form, any moneys to such a Receiver or any other person arising out of or in connection with such enforcement or to undertake or to require any Receiver to undertake, any business carried on from time to time in connection with the Charged Assets

11. PROTECTION OF THIRD PARTIES

11.1 Enquiry

No purchaser from, or other person dealing with, the Security Trustee or a Receiver shall be concerned to enquire whether any of the powers exercised or purported to be exercised has arisen or become exercisable, whether the Secured Obligations remain outstanding or have become payable, whether the Security Trustee or the Receiver is authorised to act or as to the propriety or validity of the exercise or purported exercise of any power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters and the protections contained in Sections 104 to 107 of the 1925 Act shall apply to any person purchasing from or dealing with a Receiver or the Security Trustee or Section 42(3) of the Insolvency Act to any person dealing with an administrative receiver

11.2 Receipts

The receipt of the Security Trustee or the Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Trustee or the Receiver

12. PROTECTION OF SECURITY TRUSTEE AND RECEIVER

12.1 Liability

Neither the Security Trustee nor the Receiver of the Issuer shall be liable to the Issuer in the absence of wilful default, fraud or negligence, on their part or that of their officers, employees or agents in respect of any Liability which arises out of the exercise or the attempted or purported exercise of or failure to exercise any of their respective powers

12.2 Possession

Without prejudice to the generality of Clause 12.3 (Mortgagee in Possession), entry into possession of the Charged Assets of the Issuer shall not render the Security Trustee or the Receiver of that company liable to account as mortgagee, security holder or heritable creditor or heritable creditor in possession. If and whenever the Security Trustee or the Receiver enters into possession of the Charged Assets, it shall be entitled at any time to go out of such possession

12.3 Mortgagee in Possession

Neither the Security Trustee, the Receiver nor the Secured Creditors shall, by reason of any assignment or other Security made under this Deed or the German Security Agreement, be or be deemed to be a mortgagee, security holder, or heritable creditor in possession nor shall they take any action (other than, in the case of the Secured Creditors, with the Security Trustee's prior written consent) which would be likely to lead to the Secured Creditors, the Receiver or the Security Trustee

becoming a mortgagee, security holder or heritable creditor in possession in respect of any property referred to in this Deed. The Security Trustee, in its absolute discretion, may at any time serve a written notice on the Secured Creditors requiring the Secured Creditors from the date such notice is served to obtain the Security Trustee's prior written consent before taking any action which would be likely to lead to the Secured Creditors or the Security Trustee becoming a mortgagee or heritable creditor in possession in respect of any property referred to in this Deed.

13. PROTECTION OF SECURITY

The Issuer further covenants with and undertakes to the Security Trustee from time to time (and, for the purposes mentioned in paragraph (a) below, notwithstanding that the Enforcement Notice may not have been served) upon demand to execute, at the Issuer's own cost, any document or do any act or thing (other than any amendment hereto) which the Security Trustee may specify

- (a) with a view to registering or perfecting any charge or other Security created or intended to be created by or pursuant to this Deed or the German Security Agreement (including the perfecting of the conversion of any floating charge to a fixed charge pursuant to Clause 14.1 (Notice) or 14.2 (Automatic Crystallisation), or
- (b) with a view to facilitating the exercise or the proposed exercise of any of their powers or the realisation of any of the Charged Assets, or
- (c) with a view to protecting the Security Interests created by or pursuant to this Deed,

provided that the Issuer shall not be obliged to execute any further documentation or take any other action or steps to the extent that it would breach a restriction in any such agreement to which it is a party relating to assigning, transferring, charging or sharing of possession/rights of such benefit

14. CRYSTALLISATION

14.1 Notice

Subject to applicable laws, in addition and without prejudice to any other event resulting in a crystallisation of the floating charge created by this Deed or any other right the Security Trustee may have, the Security Trustee may, at any time, if

- (a) any Event of Default is subsisting and has not been waived, or
- (b) the Security Trustee reasonably believes that the Charged Assets or any part thereof is in danger of being seized or sold under any form of distress, attachment, diligence, or execution levied or threatened or is otherwise in jeopardy or imperilled, or
- (c) any circumstance shall occur which the Security Trustee considers to imperil, prejudice or threaten or will imperil, prejudice or threaten the Security created by this Deed or the German Security Agreement, or the Issuer takes or threatens to take any action that would be prejudicial to the Security or would be inconsistent with the Security created hereby or by the German Security Agreement,

by notice in writing to the Issuer declare that any floating charge hereby created shall be converted into a first specific fixed charge or first ranking fixed security as to all of the undertakings, property and assets or such of them as may be specified in the notice, and by way of further assurance, the Issuer, at its own expense, shall execute all documents in such form as the Security Trustee shall require and shall deliver to the Security Trustee all conveyances, deeds, certificates and documents which may be necessary to perfect such first specific fixed charge or first ranking fixed security

14.2 Automatic Crystallisation

Subject as set out below, in addition and without prejudice to any other event resulting in a crystallisation of the floating charge, any floating charge contained herein shall automatically be converted into a fixed charge over all property, assets or undertakings of the Issuer subject to the floating charge

- (a) an Enforcement Notice is served on the Issuer,
- (b) the Issuer ceases to carry on all or a substantial part of its business or ceases to be a going concern or thereafter to do any of the foregoing,
- (c) the Issuer gives notice to creditors that it intends to stop payment to them,
- (d) the holder of any Security Interest (other than Security Interests created by or pursuant to this Deed) in relation to the Issuer, whether ranking in priority to or *pari passu* with or after the charges contained in this Deed, appoints a receiver, or
- (e) any floating charge granted by the Issuer to any other person (whether permitted by the Transaction Documents or not) crystallises for any reason whatsoever

The floating charge created by Clause 3.4 (Floating Charge) may not be converted into a fixed charge solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000 except with leave of the court

14.3 Failure of Petition for Administration or Winding-up

If any petition for the administration or winding-up of the Issuer or filing of documents with the court for the administration or service of a notice of intention to appoint an administrator in relation to the Issuer is dismissed or withdrawn or a resolution for winding-up the Issuer is not passed by the necessary majority, then without prejudice to any rights exercisable otherwise than in consequence of the presentation of such petition or the filing of documents or the service of a notice or resolution and subject to anything done in the meantime in pursuance of the powers given by this Deed and subject to the provisions contained in this Deed as to costs, charges and expenses incurred and payments made, possession of the Charged Assets will be restored to the Issuer, and the Issuer and all persons concerned will be remitted to their original rights **provided that** the Security Trustee is satisfied that its security position at that time is not materially different to that as at the date of this Deed

15. POWER OF ATTORNEY

Immediately upon execution of this Deed, the Issuer shall execute and deliver to the Security Trustee a power of attorney in or substantially in the form set out in Schedule 1 (Issuer Power of Attorney)

16. OTHER SECURITY

16.1 No Merger

The charges or other Security Interests contained in or created pursuant to this Deed are in addition to, and shall neither be merged in, nor in any way exclude or prejudice any other Security Interest, right of recourse, set-off or other right whatsoever which the Security Trustee or any Secured Creditor may now or at any time hereafter hold or have (or would apart from this Deed or any charge contained or created pursuant to this Deed hold or have) as regards the Issuer or any other person in respect of the Secured Obligations, and neither the Security Trustee nor any Secured Creditor shall

be under any obligation to take any steps to call in or to enforce any Security for the Secured Obligations, and shall not be liable to the Issuer for any loss arising from any omission on the part of the Security Trustee or any Secured Creditor to take any such steps or for the manner in which the Security Trustee or any Secured Creditor shall enforce or refrain from enforcing any such Security

16.2 Consolidation

Section 93 of the 1925 Act shall not apply in relation to any of the charges contained in this Deed

16.3 Ruling Off

If the Security Trustee receives notice of any Security Interest affecting the whole or any part of the Charged Assets or any Security Interests in contravention of the provisions hereof

- (a) the Security Trustee may open a new account in respect of the Issuer and, if it does not, it shall nevertheless be deemed to have done so at the time it received such notice, and
- (b) all payments made by the Issuer to the Security Trustee after the Security Trustee receives such notice shall be credited or deemed to have been credited to the new account, and in no circumstances whatsoever shall operate to reduce the Secured Obligations as at the time the Security Trustee received such notice

16.4 Change of Name etc.

This Deed shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Security Trustee or the Issuer or any amalgamation or consolidation by the Security Trustee or the Issuer with any other corporation (whether, in the case of the Issuer, permitted by the Transaction Documents or not)

17. MERGER

Any corporation into which any party to this Deed may be merged or converted, or any corporation with which any party to this Deed may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which any party to this Deed shall be a party, or any corporation, including affiliated corporations, to which any party to this Deed shall sell or otherwise transfer (i) all or substantially all of its assets, or (ii) all or substantially all of its corporate trust business shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws and subject to any credit rating requirements specified in the Transaction Documents become the relevant successor party under this Deed without the execution or filing of any paper or any further act on the part of the parties to this Deed, unless otherwise required by the Issuer, and after the said effective date all references in this Deed to the relevant party shall be deemed to be references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer shall immediately be given to the Issuer the Security Trustee by the relevant party

18. AVOIDANCE OF PAYMENTS

18.1 No Release

No assurance, security or payment which may be avoided or adjusted under the law, including under any enactment relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the Security Trustee or any Secured Creditor on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Security Trustee or any Secured Creditor to recover the Secured Obligations from the Issuer (including any monies which it may be compelled to pay or

refund under the provisions of the Insolvency Act and any costs payable by it pursuant to or otherwise incurred in connection therewith) or to enforce the charges or other Security contained in this Deed or the German Security Agreement to the full extent of the Secured Obligations

18.2 Retention of Charges

If the Security Trustee shall have reasonable grounds for believing that the Issuer may be insolvent or deemed to be insolvent pursuant to the provisions of the Insolvency Act (and production of a solvency certificate signed by two directors of the Issuer shall be *prima facie* evidence of the solvency of the Issuer) at the date of any payment made by the Issuer to the Security Trustee and that as a result, such payment may be capable of being avoided or clawed back, the Security Trustee shall be at liberty to retain the charges or other Security contained in or created pursuant to this Deed until the expiry of a period of one month plus such statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated after the payment and discharge in full of all Secured Obligations notwithstanding any release, settlement, discharge or arrangement which may be given or made by the Security Trustee on, or as a consequence of, such payment or discharge of liability **provided that**, if at any time within such period, a petition shall be presented to a competent court for an order for the winding up or the making of an administration order or documents shall be filed with the court for the appointment of an administrator or formal notice shall be given of an intention to appoint an administrator in respect of the Issuer or the Issuer shall commence to be wound up or to go into administration or any analogous proceedings shall be commenced by or against the Issuer, the Security Trustee shall be at liberty to continue to retain such Security for such further period as the Security Trustee may determine and such security shall be deemed to continue to have been held as security for the payment and discharge to the Security Trustee of all Secured Obligations

19 SET OFF

The Security Trustee may at any time after an Enforcement Notice has been served on the Issuer (without notice and notwithstanding any settlement of account or other matter whatsoever) combine or consolidate all or any existing accounts of the Issuer (other than any Swap Collateral Account) whether in its own name or jointly with others and held by it or any Secured Creditor and may set off or transfer all or any part of any credit balance or any sum standing to the credit of any such account (whether or not the same is due to the Issuer from the Security Trustee or relevant Secured Creditor and whether or not the credit balance and the account in debit or the Secured Obligations are expressed in the same currency in which case the Security Trustee is hereby authorised to effect any necessary conversions at its prevailing rates of exchange) in or towards satisfaction of any of the Secured Obligations and may in its absolute discretion estimate on a commercially reasonable basis the amount of any liability of the Issuer which is contingent or unascertained and thereafter set off such estimated amount and no amount shall be payable by the Security Trustee to the Issuer unless and until all Secured Obligations have been ascertained and fully repaid or discharged

20. EXECUTION OF DOCUMENTS

Any document required to be executed as a deed by the Security Trustee under or in connection with this Deed shall be validly executed if executed as a deed by a duly authorised attorney of the Security Trustee

21. CONFIDENTIALITY

21.1 Confidentiality of information

Each party to this Deed agrees that during the term of this Deed and thereafter it shall keep confidential and it shall not disclose to any person whatsoever, any information relating to the

business, finances or other matters of a confidential nature of any other party hereto of which it may have obtained as a result of the execution of this Deed or of which it may otherwise have come into the possession of as a result of the performance of its obligations in respect of the Transaction

21.2 Disapplication of confidentiality provisions

The parties to this Deed shall use all reasonable endeavours to prevent any such disclosure referred to in Clause 21.1 (Confidentiality of information), provided that Clause 21.1 (Confidentiality of information) shall not apply

- (a) to the disclosure of any information to any person insofar as such disclosure is expressly permitted by this Deed,
- (b) to the disclosure of any information already known to the recipient otherwise than as a result of entering into any of the Transaction Documents or as a result of a breach of this Clause 21,
- (c) to the disclosure of any information with the consent of all the parties hereto,
- (d) to the disclosure of any information which is or becomes public knowledge otherwise than disclosure being made in breach of this Clause 21 or as a result of the unauthorised or improper conduct of the recipient,
- (e) to the disclosure of any information
 - (i) to any Rating Agencies,
 - (ii) in order to obtain the admission of the Notes to the Official List,
 - (iii) in connection with the admission of the Notes to trading on the Irish Stock Exchange, or
 - (iv) which is necessary to provide to prospective investors in the Notes,
- (f) to any extent that disclosure is required pursuant to any law or order of any court of competent jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental or other regulatory or taxation authority (including any official bank examiners or regulators or the Irish Stock Exchange or the Central Bank),
- (g) to the extent that the recipient needs to disclose any information to any of its employees, provided that before any such disclosure, the relevant party shall make the relevant employees aware of its obligations of confidentiality under this Deed and shall at all times procure compliance with such obligations contained in this Clause 21 by such employees,
- (h) to the extent that the recipient needs to disclose the same for the exercise, protection or enforcement of any of its rights under any of the Transaction Documents or, in the case of the Security Trustee and the Note Trustee, for the purpose of discharging, in such manner as it thinks fit, its duties or obligations under or in connection with the Transaction Documents in each case to such persons as require to be informed of such information for such purposes (including, without prejudice, to any Noteholder or Certificateholder or any Secured Creditor) or, in the case of the Security Trustee and the Note Trustee, in connection with transferring or purporting to transfer its rights and obligations to a successor trustee,

- (i) to the disclosure of any information to a prospective successor party and additional or successor parties on the basis that the recipient will hold such information confidential upon substantially the same terms as this Clause 21, or
- (j) to the disclosure of any information to professional advisers to, or agents of, any party to this Deed who receive the same under a duty of confidentiality

22. EXERCISE OF CERTAIN RIGHTS

22.1 No proceedings against the Issuer

- (a) Subject to and without prejudice to the provisions of Clause 22.9 (Mandatory Enforcement), each of the Secured Creditors (other than, in the case of paragraph (iii) below, the Note Trustee and the Security Trustee, following the service of an Enforcement Notice on the Issuer) agrees with the Issuer and the Security Trustee that
 - (i) only the Security Trustee may enforce the English Security in accordance with the terms of this Deed,
 - (ii) it will not take any steps or proceedings to procure the winding up, administration or liquidation of the Issuer, and
 - (iii) it will not take any other steps or action against the Issuer or the Charged Assets for the purpose of recovering any of the Secured Obligations (including by exercising any rights of set-off) or enforcing any rights arising out of the Transaction Documents against the Issuer or take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer or the Charged Assets
- (b) If the Note Trustee, having become bound under the terms of the Conditions, the Trust Deed or this Deed, as the case may be, so to do, has failed to serve an Enforcement Notice or to give directions to the Security Trustee to enforce the Security or the Security Trustee (having become bound to do so under the terms of this Deed) has failed to enforce the Security, in each case, within a reasonable period and that failure is continuing or, if there are no Notes outstanding, then each of the Secured Creditors (other than the Noteholders, to whom the provisions of Condition 12 (*Enforcement*) shall apply) will be entitled to take any steps or proceedings against the Issuer for the purpose of recovering any of the Secured Obligations or enforcing any rights arising out of the Transaction Documents as it considers necessary other than any steps or proceedings
 - (i) in respect of procuring the winding up, administration or liquidation of the Issuer, and/or
 - (ii) which would result in the breach of Clause 6 (Payments out of the Issuer Account, Authorised Investments and Application of Cash Prior to Enforcement) and/or Clause 7 (Payments out of the Issuer Account upon Enforcement) and/or any term of the other Transaction Documents

22.2 No proceedings against the Seller or the Retention Holder

- (a) Notwithstanding any other provision of this Deed or any other Transaction Document, each party to this Deed (other than the Seller or the Retention Holder with respect to itself) agrees with the Seller and the Retention Holder that it shall not (and no person acting on its behalf shall) initiate or join any person in initiating any bankruptcy, reorganisation, arrangement, insolvency, examinership, winding-up, moratorium or liquidation proceedings, or other

proceedings against the Seller or the Retention Holder, as the case may be, under Australian law (in the case of the Retention Holder), Dutch law (in the case of the Seller), English law or the laws of any other applicable jurisdiction

- (b) Each party to this Deed acknowledges and agrees that none of the Seller's or Retention Holder's obligations under any Transaction Document will be secured by those parties in favour of the Issuer or any other Secured Creditor

22.3 Limited recourse against the Issuer

Each of the Secured Creditors agree that, notwithstanding any other provision of any Transaction Document, all obligations of the Issuer to each such Secured Creditor are limited in recourse to the Charged Assets. If

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

then the Secured Creditors shall have no further claim against the Issuer in respect of any amounts due or to be paid to them which remain unpaid and none of the Secured Creditors may take any further action to recover such amounts and the Issuer shall be deemed to be discharged from making any further payments to the Secured Creditors and any further payment rights shall be extinguished

22.4 Limited recourse against the Seller

Each party hereto (other than the Seller) agrees with the Seller that

- (a) notwithstanding any other provision of any Transaction Document, all obligations of the Seller to such party are limited in recourse as set out below of the Seller,
- (b) each party hereto agrees that its claim shall be limited to the value from time to time of the assets,
- (c) if following final distribution of the assets of the Seller, the Seller has insufficient funds to pay in full all of the Seller's obligations to any party hereto, then such party shall have no further claim against the Seller in respect of any such unpaid amounts and such unpaid amounts shall be deemed discharged in full and extinguished

22.5 Limited recourse against the Retention Holder

- (a) Notwithstanding any other provision of any Transaction Document, the obligations of the Retention Holder hereunder shall be limited in recourse to its obligation to maintain on an ongoing basis a material net economic interest of not less than 5 per cent in the securitisation for the purpose of Article 405 of the CRR, Article 51 of the AIFM Regulation and Article 254 of the Solvency II Regulation (the **Minimum Required Interest**) and any claim in excess of the Minimum Required Interest by way of its exposure to the Seller (as the sole and immediate parent company of the Seller) against the Retention Holder arising from the Transaction Documents or any transactions

contemplated hereby shall be deemed to be discharged and extinguished in full. No recourse shall be had against any officer, director or agent of the Retention Holder under the Transaction Documents, it being understood and agreed that the obligations of the Borrower hereunder are corporate obligations.

- (b) For the avoidance of doubt the parties acknowledge that the terms of this Clause 22 shall survive the termination of this Agreement.

22.6 Corporate obligations

- (a) The obligations of each party under each Transaction Document are corporate obligations of that party and no party shall have any recourse against any shareholder, member, equity holder, officer, agent, employee, director or Affiliate of a party in his capacity as such, by any proceedings or otherwise, in respect of any obligation, covenant, or agreement of a party (acting in any capacity whatsoever) contained in this Deed or any other Transaction Document.
- (b) No personal liability shall attach to or be incurred by any shareholder, member, equity holder, officer, agent, employee or director of a party in his capacity as such, under or by reason of any of the obligations, covenants or agreements of such party contained in this Deed or implied from this Deed and any and all personal liability of every such shareholder, member, equity holder, officer, agent, employee or director for breaches by such party of any such obligations, covenants or agreements, either at law or by statute or constitution, is hereby expressly waived by the parties as a condition of and consideration for the execution of this Deed.

22.7 Survival

The provisions of Clauses 22.1 to 22.6 shall survive the termination of this Deed.

22.8 Discretionary Enforcement

Subject to and in accordance with the provisions of this Deed, the Security Trustee may at any time, at its discretion and without notice, institute such proceedings and/or take such action as it may think fit against, or in relation to, the Issuer or any other person to enforce its rights under any of the Transaction Documents. Subject to and in accordance with the provisions of this Deed, at any time after the service of an Enforcement Notice on the Issuer, the Security Trustee may, at its discretion and without notice, take such steps as it may think fit to enforce such Security.

22.9 Mandatory Enforcement

- (a) The Security Trustee shall not be bound to take any steps or to institute any proceedings or to take any other action under or in connection with any of the Transaction Documents (including, without limitation, enforcing the Security constituted by or pursuant to this Deed or the German Security Agreement if it has become enforceable) unless
 - (i) directed to do so by an Instructing Party, and
 - (ii) in all cases, it shall have been indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing and the terms of such indemnity may include the provision of a fighting fund, non-recourse loan or other similar arrangement.
- (b) The Security Trustee shall not be held liable for the consequences of taking any action under Clause 22.8 (Discretionary Enforcement) or this Clause 22.9 and, subject to Clause 8.1 (Noteholders, Certificateholders and the other Secured Creditors) may do so without having regard to the effect of

such action on individual Noteholders or Certificateholder or any other Secured Creditor. The Note Trustee and the Security Trustee, as the case may be, shall be entitled to seek clarification from the Instructing Party with regard to any direction provided to it pursuant to Clause 22.9(a) and may in its discretion elect not to act pending receipt of such clarification to its satisfaction from such Instructing Party.

22.10 Disposal of Charged Assets

Notwithstanding Clause 9 (The Security Trustee's Powers), if the Security has become enforceable otherwise than by reason of a default in payment of any amount due on the Notes, the Security Trustee will not be entitled to dispose of any of the Charged Assets or any part thereof unless either (a) a sufficient amount would be realised to allow discharge in full on a *pro rata* and *pari passu* basis of all amounts owing to the Noteholders (and all persons ranking in priority to the Noteholders as set out in the Post-Enforcement Priority of Payments), or (b) the Security Trustee is of the opinion, which shall be binding on the Secured Creditors, reached after considering at any time and from time to time the advice of any financial adviser (or such other professional advisers selected by the Security Trustee for the purpose of giving such advice), that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing (i) to the Noteholders (and all persons ranking in priority to the Noteholders as set out in the Post-Enforcement Priority of Payments), and (ii) once the Noteholders (and all such higher ranking persons) have been repaid, to the remaining Secured Creditors (other than the Certificateholders) in the order of priority set out in the Post-Enforcement Priority of Payments, and (iii) once all the Noteholders and all the Secured Creditors (other than the Certificateholders) have been repaid, to the Certificateholders. The fees and expenses of the aforementioned financial adviser or other professional adviser selected by the Security Trustee shall be paid by the Issuer in accordance with the applicable Priority of Payments. The Security Trustee shall be entitled to rely on the advice of any financial adviser (or other professional adviser) given pursuant to this Clause 22.10 without further enquiry and shall incur no liability to any person for so doing.

22.11 Enforcing Security

The Noteholders and the Certificateholders (by their purchase of the Notes and the Residual Certificates, respectively) and each of the other Secured Creditors (by their execution hereof) acknowledges that the Security Trustee shall not be bound to take any steps or institute any proceedings after the service of an Enforcement Notice or to take any other action to enforce the Security constituted by this Deed or the German Security Agreement unless the Security Trustee shall have been secured and/or indemnified and/or prefunded to its satisfaction against all actions, proceedings, claims and demands to which it may thereby render itself liable and all costs, charges, damages and expenses which it may incur by so doing.

22.12 Sole Obligations

The respective obligations of each of the parties under this Deed will not be the obligations or responsibilities of, nor guaranteed by, any other person or entity.

23. COVENANTS AND WARRANTIES

23.1 Warranty

- (a) The Issuer warrants to the Security Trustee as at the date of this Deed that (i) it has taken all necessary steps to enable it to charge or assign as Security the Charged Assets in accordance with Clause 3 (English Security and Declaration of Trust) or the German Security Agreement, and that it

has taken no action or steps to prejudice its right, title and interest in and to the Charged Assets and (11) this Deed and the German Security Agreement creates the security it purports to create and such security is not liable to be avoided or otherwise set aside upon an occurrence of and in relation to an Insolvency Event in relation to the Issuer

(b) The Issuer warrants to the Security Trustee (on behalf of the Secured Creditors) that

- (i) it is duly incorporated in England and Wales with limited liability and with full power and authority to own its property and assets and conduct its business and is resident for tax purposes solely in, and has its usual place of abode in, the United Kingdom and does not have a German permanent establishment or German permanent agent,
- (ii) it has obtained and maintained in effect all authorisations, approvals, licences and consents required in connection with its business and the consummation of the transactions contemplated by the Transaction Documents to which it is a party pursuant to any requirement of law or any regulatory direction applicable to the Issuer in each other jurisdiction in which the Issuer carries on business,
- (iii) it has the requisite power and authority to enter into this Deed and each Transaction Document to which it is party and to undertake and perform the obligations expressed to be assumed by it therein,
- (iv) all acts, conditions and things required to be done, fulfilled and performed in order to enable it lawfully to enter into this Deed and each Transaction Document to which it is a party, to exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Deed, are legal, valid, binding and enforceable against it and to make this Deed admissible in evidence in England and Wales and (in respect of the German Security Agreement only) Germany have been done, fulfilled and performed and are in full force and effect or, as the case may be, have been effected, and no steps have been taken to challenge, revoke or cancel any such authorisation obtained or effected,
- (v) the entry by it into and the execution (and, where appropriate, delivery) of this Deed and each Transaction Document to which it is a party and the performance by the Issuer of its obligations under this Deed does not and will not conflict with or constitute a breach or infringement by the Issuer of its Memorandum and Articles of Association or any requirement of law or any regulatory direction or any other agreement to which the Issuer is a party or which is binding on it or any of its assets,
- (vi) each Charged Document is its legally binding, valid and enforceable obligation,
- (vii) it is not in default of any of its obligations under any Charged Document and no Insolvency Event will occur in respect of it as a result of it entering into any Charged Document, and
- (viii) there is no prohibition on assignment in any Charged Document to which it is a party,

(c) The Issuer warrants to the Security Trustee that it does not hold, and has not at any time held any capital assets and will not at any time hold any assets other than the Portfolio, save to the extent reasonably incidental to the activities envisaged by the Transaction Documents,

- (d) The Issuer warrants to the Security Trustee that the obligations expressed to be assumed by the Issuer under this Deed are legal and valid obligations, binding on it and enforceable against it in accordance with their terms except
 - (i) as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, reorganisation or other similar laws affecting the enforcement of the rights of creditors generally,
 - (ii) as such enforceability may be limited by the effect of general principles of equity, and
 - (iii) obligations relating to stamp duties may be void by virtue of Section 117 of the Stamp Act 1891,
- (e) The Issuer represents and warrants to the Security Trustee that it does not have, and has not had since the date of its incorporation, a source of income prior to the Closing Date,
- (f) The Issuer hereby covenants to the Security Trustee that no director of the Issuer will be connected to the Seller or the Retention Holder,
- (g) The Issuer represents and warrants to the Security Trustee that it is the owner of the Charged Assets and the Charged Assets are free of any Security Interests (except for those created by or under this Deed or by the German Security Agreement) and any other rights or interests (including any licences) in favour of third parties,
- (h) The Issuer represents and warrants to the Security Trustee that none of its property, assets and/or undertakings are subject to any restriction (whether contractual or otherwise) that may render the Security Interests granted by the Issuer under this Deed ineffective or which otherwise prohibit the grant of such Security Interests,
- (i) The Issuer represents to the Security Trustee that no Security Interest exists over or in respect of any asset of the Issuer, other than as created by or pursuant to this Deed or the German Security, and
- (j) The Issuer represents and warrants to the Security Trustee that
 - (i) on the Closing Date the carrying value of the Residual Certificates and their related liabilities is zero, and
 - (ii) the functional currency of the Issuer for the purposes of Section 17(4) of the Corporation Tax Act 2010 is euro
- (k) Each party to this Deed represents to each other party that it has entered into the Transaction Documents to which it is party in good faith and for the purposes of carrying on its business

23.2 Negative Covenants

So long as any of the Secured Obligations remain outstanding, the Issuer shall not, save to the extent arising by law, permitted by or provided for in the Transaction Documents or with the prior written consent of the Security Trustee

- (a) create or permit to subsist any encumbrance (unless arising by operation of law) or other security interest whatsoever over any of its assets or undertakings,

- (b) (i) engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities in which the Transaction Documents provide or envisage that the Issuer will engage, or
- (ii) have any Subsidiaries, any subsidiary undertaking (as defined in the Companies Act 2006) or any employees (but shall procure that, at all times, it shall retain at least one Independent Director) or premises other than as required by the Corporate Services Agreement,
- (c) assign, transfer, sell, lend, lease, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire all or any of its assets or undertakings or any interest, estate, right, title or benefit therein or attempt or purport to do any of the foregoing,
- (d) pay any dividend or make any other distribution to its shareholders except out of amounts of profit retained by the Issuer in accordance with the applicable Priority of Payments which are available for distribution in accordance with the Issuer's Memorandum and Articles of Association, the Transaction Documents and with applicable laws or issue any further shares,
- (e) consolidate or merge with any other person or convey or transfer substantially all of its properties or assets to any other person,
- (f) incur any financial indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness or of any obligation of any person,
- (g) permit any of the Transaction Documents to which it is a party to become invalid or ineffective or permit the priority of the Security Interests created or evidenced thereby or pursuant thereto to be varied, modified, terminated, postponed, waived or agree to any modification of, or grant any consent, approval, authorisation or waiver pursuant to, or in connection with, any of the Transaction Documents to which it is a party or permit any party to any of the Transaction Documents to which it is a party to be released from its obligations or exercise any right to terminate any of the Transaction Documents to which it is a party,
- (h) have an interest in any bank account other than the Issuer Account, unless such account or interest therein is charged to the Security Trustee on terms acceptable to the Security Trustee,
- (i) become or be a party to any transaction for the purposes of securing a tax advantage within the meaning of Section 1139 of the Corporation Tax Act 2010 for itself or any other person,
- (j) do any act or thing the effect of which would be to make the Issuer resident for tax purposes in any jurisdiction other than the United Kingdom or to have a German permanent establishment or German permanent agent,
- (k) engage in any activities in the United States (directly or through agents), or derive any income from United States sources as determined under United States income tax principles, or hold any property if doing so would cause it to be engaged in a trade or business within the United States as determined under United States income tax principles,
- (l) prejudice its eligibility for its corporation tax liability to be calculated in accordance with regulation 14 of the Taxation of Securitisation Companies Regulations 2006,
- (m) apply to become part of any group for the purposes of sections 43 to 43D of the Value Added Tax Act 1994 and the VAT (Groups eligibility) Order (SI 2004/1931) with any

other company or group of companies, or such act, regulation, order, statutory instrument or directive which may from time to time re-enact, replace, amend, vary, codify, consolidate or repeal any of the same,

- (n) permit any person, other than itself and the Security Trustee, to have any equitable or beneficial interest in any of its assets or undertakings or any interest, estate, right, title or benefit therein,
- (o) purchase or otherwise acquire any Notes (other than pursuant to the Conditions) or Residual Certificates (other than pursuant to the Residual Certificates Conditions), or
- (p) carry on any other business other than as described in the Prospectus relating to the issue of the Notes and related activities

23.3 Positive Covenants

The Issuer covenants and undertakes with the Security Trustee for the benefit of the Secured Creditors as follows

- (a) at all times to carry on and conduct its affairs in a proper and efficient manner and in accordance with its constitutive documents and all laws and regulation applicable to it and comply and perform all its obligations under each Transaction Document,
- (b) to give to the Security Trustee within a reasonable time after request such information and evidence as it shall reasonably require and in such form as it shall reasonably require, including without prejudice to the generality of the foregoing the procurement by the Issuer of all such certificates called for by the Security Trustee pursuant to this Deed or any other Transaction Document for the purpose of the discharge or exercise of the duties, trusts, powers, authorities and discretions vested in it under this Deed or any other Transaction Document to which the Security Trustee is a party or by operation of law and the Security Trustee may rely on the contents of such certificates, information and evidence as conclusive evidence of the matters stated therein or the matters to which they relate and shall incur no liability to any person for so doing,
- (c) to cause to be prepared and certified by its Auditors in respect of each Financial Year accounts in such form as will comply with relevant legal and accounting requirements for the time being,
- (d) at all times to keep or procure the keeping of proper books of account and records and allow the Security Trustee and any person or persons appointed by the Security Trustee to whom the Issuer shall have no reasonable objection free access to such books of account and records at all times during normal business hours upon reasonable notice in writing provided that such inspection shall only be for the purposes of carrying out its duties under this Deed and any information so obtained shall only be used and passed on to any other person for the purpose of the Security Trustee carrying out its duties under this Deed,
- (e) to send to the Security Trustee a copy of every balance sheet, profit and loss account, source and application of funds statement (if any), report, or other notice, statement, circular or document issued or given to any holder of securities issued by the Issuer (including the Noteholders, Certificateholders and shareholders in their capacity as such) or creditors of the Issuer as soon as reasonably practicable after issue of the same,
- (f) to give notice in writing to the Security Trustee of the occurrence of any Event of Default and/or service of an Enforcement Notice (such notice to be effective by the delivery of a

copy of the Enforcement Notice to the Security Trustee) immediately upon becoming aware thereof and without waiting for the Security Trustee to take any further action,

- (g) give to the Security Trustee (i) within seven days after demand by the Security Trustee therefor and (ii) (without the necessity for any such demand) promptly after the publication of its audited accounts in respect of each Financial Year commencing with the financial period ending 31 March 2016 and in any event not later than 180 days after the end of each such Financial Year, a certificate signed by two directors of the Issuer to the effect that, as at a date not more than seven days before delivering such certificate (the **Certification Date**), to the best of the knowledge, information and belief of the Issuer, there did not exist and had not existed since the Certification Date of the previous certificate (or in the case of the first such certificate the date hereof) any Event of Default (or if such exists or existed specifying the same) and that during the period from and including the Certification Date of the last such certificate (or in the case of the first such certificate the date hereof) to and including the certification date of such certificate the Issuer has complied, to the best of their knowledge, information and belief, with all its obligations contained in this Deed and each of the other Transaction Documents to which it is a party or (if such is not the case) specifying the respects in which it has not complied and the Security Trustee shall be entitled to rely on the contents of such certificate as conclusive evidence of the matters stated therein,
- (h) at all times to execute all such further documents and do all such further acts and things as may in the reasonable opinion of the Security Trustee be necessary at any time or times to give effect to the terms and conditions of this Deed and the other Transaction Documents,
- (i) at all times to comply with the obligations and provisions binding upon it under and pursuant to this Deed and the other Transaction Documents,
- (j) duly and promptly to pay and discharge all Taxes imposed upon it or its assets unless such Taxes are, in the opinion of the Security Trustee, being contested in good faith by the Issuer,
- (k) conduct its business and affairs such that, at all times, its "centre of main interests" for the purposes of Council Regulation (EC) No 1346/2000 of 29 May 2000 shall not be in any Member State other than England and Wales and it will not have any "establishment" (as defined in the Insolvency Regulation) in any Member State other than England and Wales,
- (l) that, in order to enable the Security Trustee to ascertain the principal amount of the Notes of each Class for the time being outstanding or the total number of Residual Certificates being in issue for the time being for any of the purposes referred to in the proviso to the definition of outstanding in the Master Definitions and Construction Schedule, the Issuer will deliver to the Security Trustee forthwith upon being so requested in writing by the Security Trustee (upon being provided with the relevant information from the Registrar) a certificate in writing signed by two directors of the Issuer setting out the total number and Principal Amount Outstanding of the Notes of each Class or the total number of Residual Certificates and which are at the date of such certificate held by, for the benefit of, or on behalf of, any Relevant Person,
- (m) that it will not hold save to the extent permitted by or provided in the Transaction Documents, any capital assets,
- (n) that it will at no time be a director of any company,
- (o) it will keep any relevant notification pursuant to the Data Protection Act current and up to date,

- (p) that
 - (i) in respect of each accounting period of the Issuer, the only amounts retained by the Issuer have been and will be its profit as provided for in the Pre-Enforcement Revenue Priority of Payments set out in Paragraph 8 of Schedule 2 to the Cash Management Agreement (the **Issuer's Profit**) and amounts retained in the Issuer Accounts and recorded on (A) the Rated Note Reserve Fund Ledger, and (B) the Swap Collateral Ledger, which are and will be amounts reasonably required to provide for losses or expenses arising from its business or to maintain or enhance its creditworthiness and no other amounts are or will be reserved or retained by it, and
 - (ii) in respect of all amounts received by the Issuer pursuant to any Transaction Document, the Issuer has a corresponding obligation to pay out to third parties amounts which are, in aggregate, equal to such received amounts less an amount equal to the Issuer's Profit and any amounts reasonably required to provide for losses or expenses arising from its business or to maintain or enhance its creditworthiness, and
- (q) the Issuer's Profit has been determined by the directors of the Issuer on the basis of due consideration of all relevant corporate and regulatory matters as being an adequate commercial return for the risks undertaken by the Issuer in entering into the transactions pursuant to and in accordance with the Transaction Documents

23.4 Form MR01

The Issuer shall make a filing or shall procure that a filing is made with the Registrar of Companies of a duly completed Form MR01 in respect of itself together with a certified redacted copy of the executed original of this Deed, in each case within the applicable time limit

24. PROVISIONS SUPPLEMENTAL TO THE TRUSTEE ACT 1925 AND THE TRUSTEE ACT 2000

24.1 Powers of Security Trustee

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Trustee in relation to the trusts constituted by this Deed. Where there are any inconsistencies between the Trustee Act 1925, the Trustee Act 2000 and the provisions of this Deed, the provisions of this Deed shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000 the provisions of this Deed shall constitute a restriction or exclusion for the purposes of the Trustee Act 2000

By way of supplement to the Trustee Act 1925 and the Trustee Act 2000 it is expressly declared as follows

- (a) the Security Trustee may in relation to this Deed or any of the other Transaction Documents rely or act on the opinion or advice of, or a certificate, report or any information obtained from, any lawyer, banker, valuer, surveyor, securities company, broker, auctioneer, accountant or other expert in the United Kingdom or elsewhere, whether obtained by (or addressed to) the Security Trustee, any Receiver or any other party and shall not be responsible for any Liability occasioned by so acting or relying (notwithstanding that such opinion, advice, certificate or information may contain a cap or other limitation (monetary or otherwise) on the liability of any person or limits the scope and/or basis of such advice, report, opinion or information),

- (b) any such opinion, advice, certificate, report or information may be sent or obtained by letter, telegram, facsimile reproduction, electronic mail or in any other form and the Security Trustee shall not be liable for acting on any opinion, advice, certificate, report or information purporting to be so conveyed although the same shall contain some error or shall not be authentic,
- (c) the Security Trustee (save as expressly otherwise provided in this Deed or any of the other Transaction Documents) (i) shall as regards all rights, powers, authorities and discretions vested in it by this Deed or any of the other Transaction Documents, or by operation of law, have absolute and uncontrolled discretion as to the exercise or non-exercise thereof and (ii) may at its discretion and without notice, take such proceedings and/or other steps as it may think fit against the Issuer or any other person or party to any of the Transaction Documents to enforce the provisions of the Notes or the Residual Certificates and any of its rights under this Deed or any other Transaction Document in such manner as it thinks fit,
- (d) the Security Trustee shall be at liberty to place this Deed and the other Transaction Documents and all deeds and other documents relating to this Deed and the other Transaction Documents with any bank or banking company, or company whose business includes undertaking the safe custody of documents, or lawyer or firm of lawyers believed by it to be of good repute, in any part of the world, and the Security Trustee shall not be responsible for or be required to insure against any Liability incurred in connection with any such deposit and the Issuer shall pay all sums required to be paid on account of or in respect of any such deposit, provided that such deposit does not cause any stamp or other documentary taxes to become payable,
- (e) the Security Trustee may, instead of acting personally, employ and pay an agent to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Security Trustee (including the receipt and payment of money) Subject to Clause 25 2 (Delegation), the Security Trustee (except where such agent is an affiliate or associated company of, the Security Trustee) shall not be responsible for any misconduct, omission or default on the part of any person appointed by it in good faith hereunder or be bound to supervise the proceedings or acts of any such persons,
- (f) where it is necessary or desirable for any purpose in connection with this Deed or any other Transaction Document to convert any sum from one currency to another it shall (unless otherwise provided by this Deed or required by law) be converted at such rate or rates in accordance with such method and as at such date for the determination of such rate of exchange, as may be specified by the Security Trustee in its absolute discretion but having regard to current rates of exchange if available and the Security Trustee shall not be liable for any Liability occasioned by the said conversion under this paragraph (f) and any rate, method and date so specified shall be binding on the Issuer and the other Secured Creditors,
- (g) subject to Clause 25 5 (Consent of Security Trustee), any consent or approval given by the Security Trustee for the purposes of this Deed or any of the other Transaction Documents may be given on such terms and subject to such conditions (if any) as the Security Trustee thinks fit and, notwithstanding anything to the contrary contained in this Deed or any of the other Transaction Documents, may be given retrospectively,
- (h) the Security Trustee shall be entitled to rely upon a certificate, believed by it to be genuine, of the Issuer, the Cash Manager, the Master Servicer, the Sub-Servicer, the Back-Up Servicing Facilitator, the Swap Provider, the Swap Replacement Facilitator, the Seller or any other person in respect of every matter and circumstance for which a certificate is expressly provided for under this Deed or the other Transaction Documents and to call for and rely upon a certificate of the Issuer, the Cash Manager, the Master Servicer, the Sub-Servicer, the

Back-Up Servicing Facilitator, the Swap Provider, or the Seller or any other person reasonably believed by it to be genuine as to any other fact or matter *prima facie* within the knowledge of the relevant person as sufficient evidence thereof and the Security Trustee shall not be bound in any such case to call for further evidence or be responsible for any Liability, costs, damages, expenses or inconvenience that may be caused by it failing to do so,

- (i) the Security Trustee shall not be responsible for acting upon any resolution in writing or resolution purporting to have been passed at any meeting of the Noteholders or Certificateholders in respect whereof minutes have been made and purporting to have been signed by the chairman thereof, even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Noteholders or Certificateholders,
- (j) the Security Trustee may call for any certificate or other document to be issued by Euroclear or Clearstream, Luxembourg as to the Principal Amount Outstanding of Notes or the number of Residual Certificates standing to the account of any person. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system or any successor system) in accordance with its usual procedures and in which the holder of a particular Principal Amount Outstanding of Notes or number of Residual Certificates is clearly identified together with the amount of such holding. The Security Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by Euroclear or Clearstream, Luxembourg and subsequently found to be forged or not authentic,
- (k) subject to Clause 22.9 (Mandatory Enforcement), the Security Trustee, in connection with the exercise by it of any of its trusts, duties, rights, powers, authorities and discretions under this Deed and any of the other Transaction Documents
 - (i) where it is required to have regard to Noteholders of any Class, shall
 - (A) have regard to the interests of the Noteholders as a Class and shall not have regard to any interest arising from circumstances particular to individual Noteholders (whatever their number) 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 or performance thereof for individual Noteholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Security Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer, the Security Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders, and
 - (B) subject to the Trust Deed, have regard to the interests of holders of each Class of Notes (except where expressly provided otherwise) but where there is a conflict of interests between one or more Classes of Notes and/or the Residual Certificates, shall have regard (except as expressly provided otherwise) to the interests of the holders of the Class or Classes of Notes ranking in priority to the other relevant Classes of Notes and/or Residual Certificates,

- (ii) where it is required to have regard to the Certificateholders, shall have regard to the interests of the Certificateholders as a Class and shall not have regard to any interest arising from circumstances particular to individual Certificateholders (whatever their number) 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 or performance thereof for individual Certificateholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub division thereof and the Security Trustee shall not be entitled to require, nor shall any Certificateholder be entitled to claim, from the Issuer, the Security Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Certificateholders, and
- (iii) notwithstanding that none of the Security Trustee and the Noteholders may have any right of recourse against the Rating Agencies in respect of any confirmation given by it and relied upon by the Security Trustee pursuant to this Clause 24 1(k)(iii), the Security Trustee may, among other things, for the purposes of exercising any of its trusts, duties, rights, powers, authorities and discretions under this Deed and any of the other Transaction Documents and determining if such exercise will not be materially prejudicial to the interests of the Noteholders (or any Class thereof), have regard to any Rating Agency Confirmation. It is agreed and acknowledged by the Security Trustee that, notwithstanding the foregoing, a credit rating is an assessment of credit and does not address other matters that may be of relevance to the Noteholders. In being entitled to take into account any Rating Agency Confirmation, it is agreed and acknowledged by the Security Trustee that such reliance does not impose or extend any actual or contingent liability of the Rating Agencies to the Security Trustee, the Noteholders or any other person or create any legal relations between the Rating Agencies and the Security Trustee, the Noteholders or any other person whether by way of contract or otherwise,
- (l) the Security Trustee shall have no responsibility for the maintenance of any rating of the Rated Notes by the Rating Agencies or any other person,
- (m) the Security Trustee shall not be liable for any error of judgment made in good faith by any officer or employee of the Security Trustee assigned by the Security Trustee to administer its corporate trust matters,
- (n) no provision of this Deed or any other Transaction Document shall require the Security Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers or otherwise in connection with this Deed or any other Transaction Document (including forming any opinion or employing any legal, financial or other adviser), if it shall believe that repayment of such funds or adequate indemnity against such risk or liability is not assured to it,
- (o) notwithstanding anything else contained in this Deed or the other Transaction Documents, the Security Trustee may refrain from doing anything which would or might in its opinion be illegal or contrary to any law of any jurisdiction (including but not limited to the United States of America or any jurisdiction forming a part of it and England & Wales) or any directive or regulation of any agency of any state 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,
- (p) the Security Trustee shall not (unless and to the extent ordered to do so by a court of competent jurisdiction) be required to disclose to any Secured Creditor any information

made available to the Security Trustee by the Issuer or any other person in connection with the trusts of this Deed or the other Transaction Documents and no Secured Creditor shall be entitled to take any action to obtain from the Security Trustee any such information,

- (q) the Security Trustee may appoint and pay any person to act as a custodian or nominee on any terms in relation to such assets of the trust as the Security Trustee may determine, including for the purpose of depositing with a custodian this Deed or any documents relating to the trusts created hereunder. The Security Trustee shall not be responsible for any misconduct, omission or default on the part of any person appointed by it in good faith hereunder or be bound to supervise the proceedings or acts of any such persons,
- (r) unless notified to the contrary, the Security Trustee shall be entitled to assume without enquiry (other than the Note Trustee requesting a certificate pursuant to Clauses 18(p) and (q) of the Trust Deed and notifying the Security Trustee of the same) that no Notes or Certificates are held by, for the benefit of, or on behalf of the Seller, the Issuer, or the or any Affiliate of any of them,
- (s) the Security Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any Note or Residual Certificate purporting to be such and subsequently found to be forged or not authentic,
- (t) the Security Trustee shall not be responsible for any Liability or inconvenience occasioned to the Security however caused, whether by an act or omission of the Issuer or any other party to the Transaction Documents or any other person (including any bank, broker, depositary, or other intermediary or any clearing system or operator thereof) acting in accordance with or contrary to the provisions of any Transaction Documents or otherwise and irrespective of whether the Security is held by or to the order of any such persons,
- (u) the Security Trustee shall not be under any obligation to insure any of the Security or any deeds or documents of title or other evidence in respect of the Security or to require any other person to maintain any such insurance or monitor the adequacy of any such insurance and shall not be responsible for any Liability or inconvenience which may be suffered by any person as a result of the lack of or inadequacy of any such insurance,
- (v) the Security Trustee will not be liable for any decline in value nor any loss realised upon any sale or other disposition pursuant to this Deed of, any of the Charged Assets. In particular and without limitation, the Security Trustee shall not be liable for any such decline, loss or Liability directly or indirectly arising from its acting or failing to act as a consequence of an opinion reached by it in good faith based on advice received by it in accordance with this Deed and the Conditions or the Residual Certificates Conditions,
- (w) the Security Trustee shall have no responsibility whatsoever to the Issuer or Secured Creditors as regards any deficiency which might arise because the Security Trustee is subject to any Tax in respect of all or any of the Charged Assets, the income therefrom or the proceeds thereof,
- (x) it is a term of the trust created in this Deed, that, except where expressly provided otherwise in the Transaction Documents, any information provided to the Security Trustee under the terms of the Transaction Documents is for information purposes only and the Security Trustee will not and is not expected to routinely review or monitor such information,

- (y) the Security Trustee shall not be responsible for
 - (i) identifying the occurrence of an Insolvency Event in relation to the Master Servicer or a Master Servicer Termination Event and shall be entitled to assume that no such event has occurred unless notified thereof in accordance with the provisions of clause 15 (Representations and Covenants) of the Master Servicing Agreement regarding an Insolvency Event, or by the Master Servicer pursuant to clause 16 (Termination) of the Master Servicing Agreement, regarding a Servicer Termination Event,
 - (ii) serving a Master Servicer Termination Notice, unless notified by the Master Servicer or the Issuer of the circumstances entitling it to serve such notice, or
 - (iii) analysing the circumstances which have informed the Master Servicer or the Issuer when notifying the Security Trustee of a Master Servicer Termination Event,
- (z) in connection with the Security Trustee's entitlement to take action to terminate the appointment of the Master Servicer, Back-Up Servicing Facilitator or the Security Trustee
 - (i) will not be responsible for carrying out the role of Master Servicer, Sub-Servicer or Back-Up Servicing Facilitator itself during the time the Issuer is attempting to identify such replacement Master Servicer, Sub-Servicer or Back-Up Servicing Facilitator or thereafter if the Issuer is unable to find such replacement, and
 - (ii) will not be required to take any action to find a replacement Master Servicer, Sub-Servicer or Back-Up Servicing Facilitator,
- (aa) the Security Trustee shall be entitled to assume that (i) no event has occurred which is a breach of the Master Servicer, Sub-Servicer or Back-Up Servicing Facilitator's obligations under the Master Servicing Agreement and (ii) no event has occurred which would, under the terms of the Master Servicing Agreement or other Transaction Documents, lead to the replacement of the Master Servicer, Sub-Servicer or Back-Up Servicing Facilitator, unless it is told otherwise as specified in the Transaction Documents,
- (bb) notwithstanding anything in these presents or any other Transaction Document to the contrary, the Security Trustee shall not do, or be authorised or required to do, anything which might constitute a regulated activity for the purpose of FSMA, unless it is authorised under FSMA to do so,
- (cc) the Security Trustee shall have the discretion at any time
 - (i) to delegate any of the functions which fall to be performed by an authorised person under FSMA to any other agent or person which also has the necessary authorisations, permissions and licences, and
 - (ii) to apply for authorisation under FSMA and perform any or all such functions itself if, in its absolute discretion, it considers necessary, desirable or appropriate to do so,
- (dd) nothing in these presents shall require the Security Trustee to assume an obligation of the Issuer arising under any provisions of the listing, prospectus, disclosure or transparency rules (or equivalent rules of any other competent authority),
- (ee) except where the receipt of the same by the Security Trustee is expressly provided for by this Deed or any other Transaction Document, the Security Trustee will not be responsible to any

person for failing to request, require or receive any legal opinion relating to the Security or any Transaction Document or any search, report, certificate, advice, valuation, investigation or information relating to any Transaction Document, any transaction contemplated by any Transaction Document, any party to any Transaction Document or any of such party's assets or liabilities or for checking or commenting upon the content of any such legal opinion, search, report, certificate, advice, valuation, investigation or information or for ensuring disclosure to the Secured Creditors of such content or any part of it or for determining the acceptability of such content or any part of it to any Secured Creditor and will not be responsible for any Liability incurred thereby,

- (ff) any trustee being a lawyer, accountant, broker or other person engaged in any profession or business will be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him or his firm in connection with this Deed or any other Transaction Document and also his proper charges in addition to disbursements for all other work and business done and all time spent by him or his firm in connection with matters arising in connection with this Deed or any other Transaction Document,
- (gg) notwithstanding anything to the contrary in this Deed or in any other Transaction Document, the Security Trustee shall not in any event be liable for any loss or damage, or any failure or delay in the performance of its obligations hereunder if it is prevented from so performing its obligations by any reason which is beyond the control of the Security Trustee, including, but not limited to, by any existing or future law or regulation, any existing or future act of governmental authority, Act of God, flood, war whether declared or undeclared, terrorism, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system or any event where, in the reasonable opinion of the Security Trustee, performance of any duty or obligation under or pursuant to this Deed would or may be illegal or would result in the Security Trustee being in breach of any law, rule, regulation, or any decree, order or judgment of any court, or practice, request, direction, notice, announcement or similar action (whether or not having the force of law) of any relevant government, government agency, regulatory authority, stock exchange or self-regulatory organisation to which the Security Trustee is subject and the Security Trustee may without liability do anything which is, in its opinion, necessary to comply with the same,
- (hh) the Security Trustee shall not be liable to any Noteholder, Certificateholder or other Secured Creditor for any failure to make or to cause to be made on their behalf the searches, investigations and enquiries which would normally be made by a prudent chargee in relation to the Security and have no responsibility in relation to the legality, validity, sufficiency and enforceability of the Security and the Transaction Documents,
- (ii) where under this Deed, the Security Trustee is required to consider whether any event or the exercise by it of any of its powers, authorities or discretions is or will be materially prejudicial to the interests of the Noteholders or the Certificateholders, the Note Trustee shall be entitled to call for and rely and act upon the advice or opinion of any reputable financial or other adviser (whether or not such financial adviser shall be a Secured Creditor or otherwise party to any Transaction Document) and if relied upon by the Security Trustee shall be binding on the Noteholders and the Certificateholders, and the Security Trustee shall not incur any Liability by reason of so acting or relying,
- (jj) any liability of the Security Trustee arising under the Transaction Documents shall be limited to the amount of actual loss suffered (such loss shall be determined as at the date of default of the Security Trustee or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the

Security Trustee at the time of entering into the Transaction Documents, or at the time of accepting any relevant instructions, which increase the amount of the loss. In no event shall the Security Trustee be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether arising directly or indirectly and whether or not foreseeable, even if the Security Trustee has been advised of the possibility of such loss or damages and regardless of whether the claim for damages is made in negligence, for breach of contract or otherwise. This paragraph (jj) shall not apply in the event that a court with jurisdiction determines that the Security Trustee has acted fraudulently or to the extent the limitation of such liability would be precluded by virtue of sections 750 and 751 of the Companies Act 2006. The provisions of this paragraph (jj) shall survive the termination or expiry of this Deed or the resignation or removal of the Security Trustee,

- (kk) the Security Trustee shall be entitled to take into account, for the purpose of exercising or performing any right, power, trust, authority, duty or discretion under or in relation to this Deed or any other Transaction Document (including, without limitation, any consent, approval, modification, waiver, authorisation or determination referred to in Clause 25.7 (Modification to the Transaction Documents) and Clause 25.8 (Authorisation or Waiver of Breach)), among other things, to the extent that it considers, in its sole and absolute discretion, it is necessary and/or appropriate and/or relevant, any confirmation provided by the Rating Agencies (whether or not such confirmation is addressed to, or provides that it may be relied upon by, the Security Trustee and irrespective of the method by which such confirmation is conveyed) that the then current rating by it of the Rated Notes would not be downgraded, withdrawn or qualified by such exercise or performance,
- (ll) where a provision of this Deed or the Transaction Documents expressly provides for a confirmation by Rating Agencies to be delivered to the Security Trustee but the Rating Agencies are not willing to issue such a confirmation due to their then prevailing policy regarding the issue of rating confirmations, the Security Trustee shall be entitled to rely on a certificate in writing from (or on behalf of) the Issuer that, in its opinion (and where the Rating Agencies were prepared to consult with the Issuer (or a party on behalf of the Issuer) that this opinion is based on consultation with the Rating Agencies), such exercise or performance would not cause a downgrade to the then current credit ratings of the Rated Notes by the Rating Agencies, and the Security Trustee shall have no responsibility or liability whatsoever for relying on such certificate, notwithstanding that the Rating Agencies may subsequently downgrade, qualify or withdraw the then current rating of the Rated Notes, and
- (mm) in relation to the covenants given by the Retention Holder and the Seller to the Arranger and the Lead Managers (in the Subscription Agreement) and to the Issuer and Security Trustee (in the Mortgage Sale Agreement), the Security Trustee will not be under any obligation to monitor the compliance by the Seller and the Retention Holder with such covenants and will not be under any obligation to take any action in relation to non-compliance with such covenant unless and until the Security Trustee has received actual written notice of the same from any party to any Transaction Document, in which event the only obligation of the Security Trustee shall be to notify the Issuer (who shall notify the Note Trustee, the Noteholders and the other Secured Creditors of the same) and, subject to the Security Trustee being indemnified and/or secured and/or prefunded to its satisfaction, to take such further action (as it is directed to take in connection with such non-compliance by the Secured Creditors) in accordance with Clause 22 (Exercise of Certain Rights)

24.2 Representations and Warranties

The Security Trustee shall not be responsible for any recitals or statements or warranties or representations of any party (other than the Security Trustee) contained herein or in any other Transaction Document or any other document entered into in connection therewith and may assume the accuracy and correctness thereof and shall not be responsible for the execution, legality, effectiveness, adequacy, genuineness, validity or enforceability or admissibility in evidence of any such agreement or other document or any trust or security thereby constituted or evidenced. The Security Trustee may accept without enquiry, requisition or objection such title as they may have to the Charged Assets or any part thereof from time to time and shall not be required to investigate or make any enquiry into the title of the Issuer to the Charged Assets or any part thereof from time to time 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. Notwithstanding the generality of the foregoing, each Secured Creditor shall be solely responsible for making its own independent appraisal of and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer, and the Security Trustee shall not at any time have any responsibility for the same and each Secured Creditor shall not rely on the Security Trustee in respect thereof.

24.3 Perfection

The Security Trustee shall not be bound to give notice to any person of the execution of any documents comprised in or referred to in this Deed or any other Transaction Document nor shall it be liable for any failure, omission or defect in perfecting the Security intended to be constituted hereby including, without prejudice to the generality of the foregoing

- (a) failure to obtain any licence, consent or other authority for the execution of the same (other than by the Security Trustee),
- (b) failure to register the same in accordance with the provisions of any of the documents of title of the Issuer to any of the Charged Assets, and
- (c) failure to effect or procure registration of or otherwise protect any of the Transaction Documents by registering the same under any registration laws in any territory, or by registering any notice, caution or other entry prescribed by or pursuant to the provisions of the said laws

24.4 Enforceability

The Security Trustee shall not be responsible for the genuineness, validity or effectiveness of any of the Transaction Documents or any other documents entered into in connection therewith or any other document or any obligations or rights created or purported to be created thereby or pursuant thereto or any Security or the priority thereof constituted or purported to be constituted by or pursuant to this Deed or any of the Transaction Documents, 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 the Issuer or any other party to any Transaction Document,

- (b) the title, ownership, value, sufficiency, enforceability, unsuitability, inadequacy, unfitness or existence of any Charged Assets or any security (howsoever described) relating thereto as security for the Secured Obligations,
- (c) the execution, delivery, enforceability, effectiveness, suitability, legality, validity, adequacy, admissibility in evidence or enforceability of this Deed or any other Transaction Document comprised within the Charged Assets or any other document entered into in connection therewith,
- (d) the registration, recording, filing, protection or perfection of any security relating to this Deed or the other Transaction Documents relating to the Charged Assets or the priority of the security 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 the Issuer or any other person or entity who has at any time provided any Transaction Document comprised within the Charged Assets or in any document entered into in connection therewith,
- (f) the performance or observance by the Issuer or any other person with any provisions of this Deed or any other Transaction Document comprised within the Charged Assets 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 the Charged Assets,
- (h) the title to, or the ownership, value, sufficiency or existence of the Charged Assets,
- (i) the failure to effect or procure registration of or to give notice to any person in relation to or otherwise protect the security created or purported to be created by or pursuant to this Deed or other documents entered into in connection therewith,
- (j) the failure by any person to obtain or comply with any licence, consent or other authority in connection with any Transaction Document,
- (k) the failure to call for delivery of documents of title to or require any transfers, assignments, legal mortgages, standard securities, charges or other further assurances in relation to any of the assets the subject matter of any of this Deed or any other document, or
- (l) any other matter or thing relating to or in any way connected with this Deed or the Charged Assets or any document entered into in connection therewith whether or not similar to the foregoing

24.5 No Supervision

Subject to the provisions allowing the Security Trustee to appoint agents and delegates, the Security Trustee shall be under no obligation to monitor or supervise the respective functions of the Issuer Account Bank under the Bank Account Agreement, the Cash Manager under the Cash Management Agreement or the Master Servicer, Sub-Servicer or Back-Up Servicing Facilitator under the Master Servicing Agreement or of any other person under or pursuant to any of the other Transaction

Documents In the absence of actual knowledge of a breach of obligation, the Security Trustee shall be entitled to assume that each such person is properly performing and complying with its obligations

24.6 No Liability

Subject to the provisions of Clause 24 10 (No Indemnity), the Security Trustee shall not be liable or responsible for any Liability or inconvenience which may result from anything done or omitted to be done by it under this Deed or any of the other Transaction Documents

24.7 Conclusive and Binding Determinations

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

24.8 Use of Proceeds

The Security Trustee shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes

24.9 Material Prejudice

- (a) The Security Trustee may determine whether or not any event, matter or thing is, in its opinion, materially prejudicial to the interests of the Secured Creditors and if the Security Trustee shall certify that any such event, matter or thing is, in its opinion, materially prejudicial, such certificate shall be conclusive and binding upon the Secured Creditors and the Security Trustee shall not be responsible for any Liability incurred by the Issuer or any Secured Creditor as a result of such determination
- (b) In determining whether a proposed action will not be materially prejudicial to the interests of the Secured Creditors, the Security Trustee shall be entitled (but not obliged) to assume, for the purposes of exercising any power, trust, authority, duty or discretion under or in relation to this Deed or any other Transaction Document that such exercise will not be materially prejudicial to the interests of the Secured Creditors if
 - (i) (while any of the Rated Notes remain outstanding) the Rating Agencies have confirmed either
 - (A) orally to the Issuer (in which case the Issuer shall confirm the same in writing to the Security Trustee), or
 - (B) in writing, the Issuer having requested in writing such confirmation from each of the Rating Agencies,
 - that such exercise would not have an adverse effect on the then current rating of the Rated Notes, or
 - (ii) if no such confirmation from the Rating Agencies is forthcoming and the Issuer has certified the same in writing to the Note Trustee and the Security Trustee, that such proposed action

- (A) (while any of the Rated Notes remain outstanding) has been notified to the Rating Agencies,
- (B) would not adversely impact on the Issuer's ability to make payment when due in respect of the Notes,
- (C) would not affect the legality, validity and enforceability of any of the Transaction Documents or any Security, and
- (D) (while any of the Rated Notes remain outstanding) would not have an adverse effect on the then current ratings of the Rated Notes,

upon which confirmation or certificate the Note Trustee and the Security Trustee shall be entitled to rely absolutely without liability to any person for so doing. In being entitled to take into account any such confirmation from the Rating Agencies, it is agreed and acknowledged by the Note Trustee and the Security Trustee that this does not impose or extend any actual or contingent liability for each of the Rating Agencies to the Security Trustee, the Note Trustee, the Noteholders or any other person or create any legal relations between each of the Rating Agencies and the Security Trustee, the Note Trustee, the Noteholders or any other person whether by way of contract or otherwise.

24.10 No Indemnity

None of the provisions of this Deed shall, in any case in which the Security Trustee has failed to show the degree of care and diligence required of it as security trustee of this Deed, having regard to the provisions of this Deed and any of the other Transaction Documents conferring on the Security Trustee any powers, authorities or discretions, relieve or indemnify the Security Trustee against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to it in respect of any fraud, gross negligence or wilful default of which it may be guilty in relation to its duties under this Deed.

25. SUPPLEMENTAL PROVISIONS REGARDING THE SECURITY TRUSTEE

25.1 Assumption of No Default

Except as herein otherwise expressly provided, the Security Trustee shall be and is hereby authorised to assume without enquiry, and it is hereby declared to be the intention of the Security Trustee that it shall assume without enquiry, that the Issuer and each of the other parties thereto is duly performing and observing all the covenants, undertakings and provisions contained in this Deed and the other Transaction Documents to be performed and observed on their parts and that no event has occurred which constitutes an Event of Default or which would cause a right or remedy to become exercisable, whether by the Issuer or the Security Trustee, under or in respect of any of the Transaction Documents.

25.2 Delegation

The Security Trustee may, in the execution of all or any of the trusts, powers, authorities and discretions vested in it by this Deed or any of the other Transaction Documents, act by responsible officers or a responsible officer for the time being of the Security Trustee. The Security Trustee may also, whenever it thinks expedient in the interests of the Secured Creditors, whether by power of attorney or otherwise, delegate to any person or persons all or any of the trusts, rights, powers, duties, authorities and discretions vested in it by this Deed or any of the other Transaction Documents. Any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Security Trustee may think fit in the interests of

the Secured Creditors or any of them and, **provided that** the Security Trustee shall have exercised reasonable care in the selection of such delegate and, where a power to sub-delegate has been given, to request that the delegate exercise reasonable care in the selection of any sub-delegate, the Security Trustee shall not be bound to supervise the proceedings of, or be responsible for any loss incurred by any misconduct, omission or default on the part of, such delegate or sub-delegate

25.3 Commercial Transactions

- (a) The Security Trustee shall not, and no director, officer or employee or Holding Company, Subsidiary or associated company of any corporation being a trustee hereof shall, by reason of the fiduciary position of the Security Trustee, be in any way precluded from making any contracts or entering into any transactions in the ordinary course of business with the Issuer or Holdings or any other Subsidiary of Holdings or any other party to the Transaction Documents or from accepting the trusteeship of any stock, shares, debenture stock, debentures or securities of any such person. Without prejudice to the generality of the foregoing, it is expressly declared that such contracts and transactions include any contract or transaction in relation to the placing, underwriting, purchasing, subscribing for or dealing with or lending money upon or making payments in respect of any stock, shares, debenture stock, debentures or other securities of the Issuer or Holdings or any other Subsidiary of Holdings or any other party to the Transaction Documents. Neither the Security Trustee nor any such director or officer or Holding Company, Subsidiary or associated company of the Security Trustee shall be accountable to any of the Secured Creditors or the Issuer or Holdings for any profit, fees, commissions, interest, discounts or share of brokerage earned, arising or resulting from any such contracts or transactions. The Security Trustee and any such director, officer or employee or Holding Company, Subsidiary or associated company shall be at liberty to retain the same for its or his own benefit.
- (b) The Security Trustee and any such director, officer, or employee or holding company, Subsidiary or associated company will be entitled to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such contract, transaction or arrangement or, as the case may be, any such trusteeship or office of profit as is referred to above without regard to the interests of the Noteholders, the Certificateholders or the Secured Creditors and notwithstanding that the same may be contrary or prejudicial to the interests of one or more of the Noteholders, the Certificateholders or the Secured Creditors and will not be responsible for any Liability occasioned to the Noteholders, the Certificateholders or the Secured Creditors thereby.
- (c) Where any director, officer or employee or Holding Company, Subsidiary or associated company of the Security Trustee acting other than in his capacity as such a director, officer or employee has any information relating to the Notes which is not known by the other parties, the Security Trustee will not thereby be deemed also to have knowledge of such information and, unless it has actual knowledge of such information, it will not be responsible for any loss suffered by the Noteholders, the Certificateholders or the Secured Creditors resulting from the Security Trustee's failing to take such information into account in acting or refraining from acting under or in relation to this Deed or any other Transaction Document.

25.4 Additional Powers

The powers conferred by this Deed upon the Security Trustee shall be in addition to any powers which may from time to time be vested in it by general law

25.5 Consent of Security Trustee

If a request is made to the Security Trustee by the Issuer or any other person to give its consent or approval to any event, matter or thing, then

- (a) if the Transaction Document specifies that the Security Trustee is required to give its consent or approval to that event, matter or thing if certain specified conditions are satisfied in relation to that event, matter or thing, then the Security Trustee shall give its consent or approval to that event, matter or thing upon being satisfied that those specified conditions have been satisfied, and
- (b) in any other case, the Security Trustee may give its consent or approval if to do so would not, in its opinion, be materially prejudicial to the interests of the Noteholders and the Certificateholders

25.6 Interests of Secured Creditors

Where the Security Trustee is required to have regard to the interests of any Secured Creditor (other than the Noteholders or the Certificateholders), the Security Trustee may consult with such Secured Creditor and may rely on the written confirmation of such Secured Creditor as to whether any act, matter or thing is or is not in the interests of, or materially prejudicial to the interests of, such Secured Creditor

25.7 Modification to the Transaction Documents

- (a) Subject to paragraph (b) below, the Security Trustee shall concur with the Issuer or any other person in making any modification to any Transaction Document only if so directed by (i) the Note Trustee, so long as there are any Notes outstanding and/or Certificates in issue or (ii) the Secured Creditors other than the Noteholders and Certificateholders, if there are no Notes outstanding and the Certificates have been cancelled
- (b) The Note Trustee or, as the case may be, the Security Trustee may (or in the case of (iii) below, shall) from time to time and at any time, but only with the written consent of the Secured Creditors which are a party to the relevant Transaction Documents (such consent to be conclusively demonstrated by such Secured Creditor entering into any deed or document purporting to modify such Transaction Document) and without the consent or sanction of the Noteholders, the Certificateholders or any other Secured Creditors and (while any of the Rated Notes remain outstanding) after the Issuer having notified the Rating Agencies, agree with the Issuer and any other person in making or sanctioning any modification
 - (i) to the Conditions, the Residual Certificates Conditions, the Trust Deed and/or any other Transaction Document, which in the opinion of the Note Trustee (acting in accordance with the Trust Deed) or, as the case may be, the Security Trustee (acting on the directions of the Note Trustee) will not be materially prejudicial to the interests of the Noteholders (or if there are no Notes outstanding, the interests of the Certificateholders) or the interests of the Note Trustee or the Security Trustee,
 - (ii) to the Conditions, the Residual Certificates Conditions, the Trust Deed or any other Transaction Document if in the opinion of the Note Trustee (acting in accordance with the Trust Deed), or as the case may be, the Security Trustee (acting on the directions of the Note Trustee), such modification is of a formal, minor or technical nature or to correct a manifest error, or
 - (iii) to the Conditions, the Residual Certificates Conditions and/or the Transaction Documents that are requested in writing by the Issuer (acting in its own discretion or at the direction of any Relevant Company) in order to enable the Issuer to comply with any requirements which apply to it under EMIR, irrespective of whether such modifications are (i) materially prejudicial to the interests of the holders of any Class, the Certificateholders or any other Secured Creditor, or (ii) in respect of a

Basic Terms Modification (any such modification, an **EMIR Amendment**) and subject to receipt by the Note Trustee and the Security Trustee of a certificate of (i) the Issuer signed by two directors or (ii) the Master Servicer or Sub-Servicer on behalf of the Issuer certifying to the Note Trustee and the Security Trustee that the amendments requested by the Issuer are to be made solely for the purpose of enabling the Issuer to satisfy its requirements under EMIR. The Note Trustee and/or the Security Trustee shall not be obliged to agree to any modification pursuant to this sub-clause which (in the sole opinion of the Note Trustee and/or the Security Trustee) would have the effect of

- (A) exposing the Note Trustee (and/or the Security Trustee) to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction,
- (B) increasing the obligations or duties, or decreasing the protections of the Note Trustee (and/or the Security Trustee) in the Transaction Documents, the Conditions and/or the Residual Certificates Conditions,

provided that in respect of any modifications to any of the Transaction Documents which would have the effect of altering the amount, timing or priority of any payments due from the Issuer to the Swap Provider, (i) the prior written consent of the Swap Provider or (ii) written notification from the Issuer (or the Master Servicer on behalf of the Issuer) to the Note Trustee and the Security Trustee that Swap Provider consent is not needed, is required,

- (iv) notwithstanding anything to the contrary in the Trust Deed or the other Transaction Documents, when implementing any EMIR Amendment pursuant to this Clause 25 7(a)(iv), neither the Security Trustee nor the Note Trustee shall consider the interests of the Noteholders, the Certificateholders, any other Secured Creditor or any other person, and shall act and rely solely and without further investigation on any certificate provided to it by the Issuer pursuant to this Clause 25 7(a)(iv) and shall not be liable to any Noteholder, any Certificateholder or other Secured Creditor for so acting or relying,

- (c) Any such modification, waiver, authorisation or determination by the Note Trustee and/or the Security Trustee, as applicable, in accordance with this Clause 25, the Conditions, the Residual Certificates Conditions or the other Transaction Documents shall be binding on the Noteholders and the Certificateholders and, unless the Note Trustee or, as the case may be, the Security Trustee agrees otherwise, any such modification shall be notified by the Issuer to the Noteholders and the Certificateholders as soon as practicable thereafter in accordance with the Conditions and the Residual Certificates Conditions, the Rating Agencies (while any Rated Notes remain outstanding) and the Secured Creditors as soon as practicable thereafter

25.8 Authorisation or Waiver of Breach

The Security Trustee may, without the consent or sanction of the Noteholders, the Certificateholders or the other Secured Creditors, without prejudice to its right in respect of any further or other breach, from time to time and at any time authorise or waive, on such terms and conditions (if any) as shall seem expedient to it, any proposed or actual breach of any of the covenants or provisions contained in or arising pursuant to the Conditions, the Residual Certificates Conditions or any of the Transaction Documents by any party thereto, but only if and in so far as it receives written confirmation from the Note Trustee that in its sole opinion the interests of the holders of the Most Senior Class of Notes, or if no Notes are then outstanding, the interests of the Certificateholders, or if there are no Notes then outstanding and no Residual Certificates then in issue, in the sole opinion

of the Security Trustee, all the Secured Creditors (other than the Noteholders and the Certificateholders) will not be materially prejudiced thereby. Any such authorisation or waiver shall be binding on the Secured Creditors and, unless the Security Trustee otherwise agrees, notice thereof shall be given by the Issuer to the Secured Creditors and to the Rating Agencies in accordance with the Conditions, Residual Certificates Conditions and/or the terms of the Transaction Documents, as applicable, as soon as practicable thereafter.

25.9 Incorporation by Reference

The provisions of Clause 30 (Substitution), Schedule 2 (Terms and Conditions of the Notes) and Schedule 3 (Terms and Conditions of the Residual Certificates) to the Trust Deed shall be deemed to be incorporated *mutatis mutandis* in this Deed but (except as the context otherwise requires) as if references therein to the Note Trustee were to the Security Trustee other than the references therein to an Extraordinary Resolution of the Noteholders directing the Note Trustee to give an Enforcement Notice under Condition 11 (*Events of Default*) and to an Extraordinary Resolution of the Certificateholders directing the Note Trustee to give an Enforcement Notice under Residual Certificates Condition 10 (*Events of Default*).

25.10 Directions to the Security Trustee

- (a) Except as expressly provided in any Transaction Document, the Security Trustee shall not, and shall not be obliged to, take any action or proceedings or exercise any rights, powers or discretions under or in relation to any Transaction Document unless it has received a written instruction from the Instructing Party and shall not be responsible for any delay or failure to take any such action or proceedings or to exercise any such rights, powers or discretions caused by a failure of the Instructing Party to provide such instructions.
- (b) Unless the provisions of any Transaction Document expressly provide otherwise, the Security Trustee shall in respect of any amendment, waiver, consent, discretion or direction in respect of or under any Transaction Document, act in accordance with the instructions of the Instructing Party, provided that the Security Trustee shall not be obliged to act on such instructions in respect of any amendment or waiver which relates to the rights of the Security Trustee.
- (c) The Security Trustee shall assume that (i) any instructions received by it from the Instructing Party are duly given in accordance with the terms of the Transaction Documents and (ii) unless it has received actual written notice of revocation, that any instructions given by the Instructing Party have not been revoked and no revocation of any such instructions by such Instructing Party shall affect any action taken by the Security Trustee in reliance upon such instruction prior to actual receipt of the notice of revocation.
- (d) The Security Trustee shall be entitled to request clarification of any instruction received by it from the Instructing Party as to whether, and in what manner, it should exercise or refrain from exercising any rights, powers and discretions and the Security Trustee shall refrain from acting unless and until those instructions or clarifications are received by it and shall have no liability for the consequences thereof.
- (e) If the Instructing Party in issuing any instruction breaches any rights or restrictions set out in the Transaction Documents this shall not invalidate the instruction unless the Instructing Party informs the Security Trustee in relation to the instruction made or given by it before the Security Trustee commences to act on such instruction that such instruction was invalid and should not be acted on. If the Security Trustee is so informed after it has commenced to act on an instruction the validity of any action taken shall not be affected but the Security Trustee shall take no further action in accordance with such instruction, except to the extent that it has become legally obliged to do so.

- (f) Only the Instructing Party shall, subject to and in accordance with the terms of any Transaction Document, be entitled to give instructions to the Security Trustee and no other Secured Creditors shall have any rights so to do or otherwise to request the Security Trustee to take any action or proceedings or exercise any rights, powers or discretions under or in relation to any Transaction Document
- (g) Notwithstanding anything contained in this Deed, the Security Trustee is entitled at all times to take actions or steps or exercise any rights, powers or discretions under or in relation to any Transaction Document without having been instructed by the Instructing Party in relation to matters for the purpose of enabling the Security Trustee to, protect its own position and interests in its personal capacity (including its own personal financial interest) or which the Security Trustee determines to be necessary or appropriate to take or to exercise for the protection of its own position and interests in its personal capacity (including as aforesaid)
- (h) Notwithstanding the other provisions of this Clause 25.9, the Secured Creditors acknowledge that the Security Trustee shall not be bound to take any steps or institute any proceedings or take any other action to enforce the security constituted by or pursuant to this Deed, or take any other proceedings actions, steps or exercise any rights, powers or discretions under or in relation to any Transaction Document unless the Security Trustee shall have been indemnified and/or secured and/or prefunded to its satisfaction against all actions, proceedings, claims and demands to which it may thereby render itself liable and all costs, charges, damages and expenses which it may incur by so doing

26. REMUNERATION AND INDEMNIFICATION OF THE SECURITY TRUSTEE

26.1 Remuneration

The Issuer shall (subject as hereinafter provided) pay to the Security Trustee a fee of such amount and payable on such dates as shall be agreed in a separate fee letter by the Issuer and the Security Trustee. All such remuneration shall be payable in accordance with the Pre-Enforcement Revenue Priority of Payments or, as the case may be, the Post-Enforcement Priority of Payments. Such remuneration shall accrue from day to day from the date of this Deed and be payable up to and including the date when all of the Secured Obligations have been paid or discharged and the Security Trustee has released, reassigned and/or discharged the Charged Assets as provided in Clause 4.2 (On Payment or Discharge of Secured Obligations).

26.2 Additional Remuneration

In the event of the occurrence of an Event of Default occurring or the Security Trustee considering it expedient or necessary or being requested by the Issuer to undertake any duties which the Security Trustee and the Issuer agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Security Trustee under this Deed or the other Transaction Documents, the Issuer shall pay to the Security Trustee at the Security Trustee's then applicable hourly rate such additional remuneration as shall be agreed between the Security Trustee and the Issuer at the relevant time. Any duties in connection with the granting of waivers or modifications, the substitution of the Issuer or the taking of enforcement action and at any time during the period after the taking of such enforcement action shall be deemed to be of an exceptional nature.

26.3 VAT

All sums payable by the Issuer to the Trustee pursuant to this Deed which (wholly or partly) constitute the consideration for a supply for VAT purposes shall be exclusive of any VAT chargeable thereon. If VAT is or becomes chargeable on any such supply and the Trustee is required to account to HMRC for the VAT, following receipt of a valid VAT invoice the Issuer will pay to

the Trustee (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of VAT chargeable on such supply and detailed in such invoice

26.4 Disputes

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

- (a) (in a case to which Clause 26.1 (Remuneration) applies) upon the amount of any remuneration, or
- (b) (in a case to which Clause 26.2 (Additional Remuneration) applies) upon whether such duties are of an exceptional nature or otherwise outside the scope of the normal duties of the Security Trustee under this Deed or the other Transaction Documents or upon the amount of such additional remuneration,

such matters shall be determined by an independent third party (acting as an expert and not as an arbitrator) selected by the Security Trustee and approved by the Issuer or, failing such approval, nominated (on the application of the Security Trustee) by the President for the time being of the Law Society of England and Wales (the expenses being involved in such nomination and the fees of such independent third party being payable by the Issuer), and the determination of any such independent third party shall be final and binding on the Issuer and the Security Trustee

26.5 Expenses

The Issuer shall also pay or discharge all liabilities, including legal fees, which the Security Trustee or the Receiver of the Issuer may properly incur in relation to the negotiation, preparation and execution of, the exercise or attempted exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Deed, the Security and any of the other Transaction Documents to which the Security Trustee is a party including but not limited to travelling and legal expenses and any stamp, issue, registration, documentary and other similar taxes or duties paid or payable by the Security Trustee or the Receiver of the Issuer in connection with any action taken or contemplated by or on behalf of the Security Trustee for enforcing, or resolving any doubt concerning, or for any other purpose in relation to, this Deed, the Security or any of the other Transaction Documents (including, in each case, any Irrecoverable VAT in respect thereof following receipt of a valid VAT invoice in respect of such costs)

26.6 Indemnity

Subject to Clause 24.10 (No Indemnity) and without prejudice to the right of indemnity by law given to trustees, the Issuer shall indemnify on demand the Security Trustee and the Receiver of the Issuer and keep it or him indemnified, on an after-Tax basis, in respect of all Liabilities whether in contract, tort or otherwise now or hereafter to which it (or any Appointee) may be or become liable or which may be properly incurred by it or any Receiver or Appointee in the negotiation and preparation of this Deed and the other Transaction Documents and the execution or purported execution of any of its trusts, duties, rights, powers, authorities and discretions under this Deed or any other Transaction Document or its functions under any such appointment or in respect of any other matter or thing done or omitted in any way relating to this Deed and any of the other Transaction Documents, or any such appointment (including, in each case, any Irrecoverable VAT in respect thereof following receipt of a valid VAT invoice in respect of such costs) and the Security Trustee (and any Appointee) and the Receiver of the Issuer shall be entitled to be indemnified out of the Charged Assets in respect thereof save where the same arises as the result of the fraud, gross negligence, or wilful default of the Security Trustee or its officers or employees. Following the giving of an Enforcement Notice, the Security Trustee may retain any part of any moneys in its hands arising from the trusts of these presents necessary to effect any indemnity and also to meet the remuneration

of the Security Trustee hereinbefore provided and the Security Trustee shall have a lien on the Charged Assets for all moneys payable to it under these presents or howsoever otherwise. The Security Trustee shall not be entitled to be paid twice in respect of the same matter pursuant to this Clause 26.6.

The indemnity contained within this Clause 26.6 shall survive the discharge and release of the whole or any part of the Charged Assets from the English Security.

26.7 Interest

All sums payable by the Issuer under Clauses 26.4 (Disputes), 26.5 (Expenses) and 26.6 (Indemnity) shall be payable in accordance with the Priorities of Payments.

- (a) in the case of payments actually made by the Security Trustee prior to the demand, shall (if not paid within seven days of such demand) carry interest at the rate per annum equal to 1 per cent per annum higher than the Bank of England Base Rate for the time being from the first Business Day following the date of the same being demanded, or incurred, as the case may be, to the date of actual payment (provided that such demand shall be made on a Business Day, otherwise interest shall be payable from the second Business Day following the date of the demand to the date of actual payment), and
- (b) in all other cases, shall carry interest at such rate from the date 30 days after the date of the same being demanded, (or where the demand specifies from the date of such demand) to the date of actual payment.

Any amounts payable pursuant to Clauses 26.1 (Remuneration) and 26.2 (Additional Remuneration) shall carry interest at the aforesaid rate from the due date thereof to the date of actual payment both before and after judgement.

26.8 Stamp Duties

The Issuer shall, to the extent required and permitted by applicable United Kingdom and German law, pay all stamp duties, registration, documentary and other similar fees, duties or taxes (including interest and penalties thereon), including any tax levied under the Stamp Act 1891 as amended and supplemented, (if any) payable on or arising out of or in consequence of

- (a) the creation of the Security constituted by or pursuant to this Deed, and
- (b) the execution and delivery of this Deed and enforcement of its provisions or the Security and documents executed pursuant hereto and the other Transaction Documents.

26.9 Survival

Unless otherwise specifically stated in any discharge of this Deed, the provisions of this Clause 26 shall continue in full force and effect notwithstanding such discharge and whether or not the Security Trustee is then the Security Trustee or notwithstanding the termination or expiry of this Deed.

26.10 Payments

Notwithstanding anything else in this Clause 26, prior to the enforcement of the Security any payments made by the Issuer to the Security Trustee pursuant to this Clause 26 will only be made in accordance with, and subject to, the Priorities of Payments.

27. APPOINTMENT OF NEW SECURITY TRUSTEE AND REMOVAL OF SECURITY TRUSTEE

27.1 Power of Issuer

The power of appointing a new security trustee shall subject as hereinafter provided be vested in the Issuer, provided that such appointment must be approved by an Extraordinary Resolution of the holders of the Most Senior Class of Notes or, if there are no Notes then outstanding, the Certificateholder, and in writing by each Secured Creditor (such approval not to be unreasonably withheld or delayed) A Trust Corporation may be appointed sole security trustee hereof but subject hereto there shall be at least two security trustees hereof Any appointment of a new security trustee and any retirement or removal of an existing Security Trustee hereof shall as soon as practicable thereafter be notified by the Issuer to the Secured Creditors

27.2 Power of Security Trustee

Notwithstanding the provisions of Clause 27.1 (Power of Issuer), the Security Trustee may (as attorney for the Issuer) upon giving prior notice to the Issuer but without the consent of the Issuer or the Secured Creditors appoint any person established or resident in any jurisdiction (whether a Trust Corporation or not) to act either as a separate security trustee or as a co-trustee jointly with the Security Trustee

- (a) if the Security Trustee considers such appointment to be in the interests of the Secured Creditors (or any of them),
- (b) for the purposes of conforming to any legal requirement, restrictions or conditions in any jurisdiction in which any particular act or acts are to be performed or any Charged Assets is or is to be located, or
- (c) for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction of either a judgment already obtained or any of the provisions of this Deed or any of the other Transaction Documents to which the Security Trustee is a party or obligations arising pursuant thereto or any of the security constituted by or pursuant to this Deed

The Issuer hereby irrevocably appoints the Security Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment Such a person shall (subject always to the provisions of this Deed or any of the other Transaction Documents to which the Security Trustee is a party) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Security Trustee by this Deed or any of the other Transaction Documents to which the Security Trustee is a party) and such duties and obligations as shall be conferred or imposed on it by the instrument of appointment The Security Trustee shall have power in like manner to remove any such person Such proper remuneration as the Security Trustee may pay to any such person, together with any attributable costs, charges and expenses 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 incurred by the Security Trustee

27.3 Multiple Trustees

Whenever there shall be more than two security trustees hereof, the majority of such security trustees shall (provided such majority includes a Trust Corporation) be competent to execute and exercise all the trusts, powers, authorities and discretions vested by this Deed and any of the other Transaction Documents in the Security Trustee generally

28. RETIREMENT OF SECURITY TRUSTEE

Any security trustee for the time being of this Deed may retire at any time upon giving not less than 60 days' prior notice in writing to the Issuer without assigning any reason therefor and without being responsible for any Liabilities resulting from such retirement. The holders of the Most Senior Class of Notes or, if there are no Notes then outstanding, the Certificateholders, may, by Extraordinary Resolution, remove all trustee or trustees (but not some only) for the time being of this Deed and the Trust Deed. The retirement or removal of any security trustee shall not become effective unless there remains at least one security trustee hereof being a Trust Corporation in office upon such retirement or removal. The Issuer covenants that, in the event of a security trustee (being a sole security trustee or the only Trust Corporation) giving notice under this Clause 28 or being removed as referred to in Clause 27.1 (Power of Issuer), it shall use its best endeavours to procure a new security trustee of this Deed (being a Trust Corporation) to be appointed as soon as reasonably practicable thereafter. If the Issuer has not appointed a new security trustee prior to the expiry of the notice period given by the Security Trustee, the Security Trustee shall be entitled to nominate a replacement, being a Trust Corporation provided such replacement is acceptable to the Issuer (acting reasonably).

29. NOTICES

29.1 In writing

All notices and other communications to be made under or in respect of this Deed must be in writing and, unless otherwise stated, may be given in person, by post, by e-mail or by fax and shall be sent to each relevant party using the details set out in Schedule 1 (Notices) of the Master Definitions and Construction Schedule. Unless it is agreed to the contrary, any consent or agreement required under this Deed must be given in writing.

29.2 Changes

Any party to this Deed may change its contact details by giving five Business Days' notice to the other parties.

29.3 Effectiveness

Any notices to be given pursuant to this Deed to any of the parties hereto shall be sufficiently served if sent by prepaid first class post, by hand or facsimile transmission and shall be deemed to be given (in the case of facsimile transmission or e-mail) when despatched, (where delivered by hand) on the day of delivery if delivered before 5 p.m. on a Business Day or on the next Business Day if delivered thereafter or on a day which is not a Business Day or (in the case of first class post) when it would be received in the ordinary course of the post provided that any notice or communication given under this Clause 29 but received on a day which is not a Business Day or after 5 p.m. in the place of receipt will only be deemed to be given on the next Business Day in that place.

29.4 Disclosure to the Rating Agencies

The Issuer shall, as soon as practicable following receipt of a request in writing from any of the Rating Agencies, provide such Rating Agency with a copy of any notice, written information or report sent or made available by the Issuer or the Security Trustee (but only if the Issuer has been provided with a copy by the Security Trustee) to the Secured Creditors except to the extent that such notice, information or report contains information which is confidential to third parties or which the Issuer or the Security Trustee is otherwise prohibited from disclosing to such Rating Agency.

30. LANGUAGE

30 1 Any notice given in connection with this Deed must be in English

30 2 Any other document provided in connection with this Deed must be

(a) in English, or

(b) accompanied by a certified English translation. In this case, the English translation prevails unless the document is a statutory or other official document

31. FURTHER PROVISIONS

31.1 Evidence of Indebtedness

In any action, proceedings or claim relating to this Deed or the charges or security contained in this Deed, a statement as to any amount due to any Secured Creditor or of the Secured Obligations or any part thereof or a statement of any amounts which have been notified to the Security Trustee as being amounts due to any Secured Creditor which is certified as being correct by an officer of the Security Trustee or an officer of the relevant Secured Creditor shall, save in the case of manifest error, be conclusive evidence that such amount is in fact due and payable

31.2 Rights Cumulative, Waivers

The respective rights of the Security Trustee, the Secured Creditors and any Receiver are cumulative, and may be exercised as often as they consider appropriate and are in addition to their respective rights under the general law. No waiver of this Deed or any provision(s) of this Deed shall be effective unless it is in writing and executed by (or by some person duly authorised by) each of the parties hereto. No single or partial exercise of, or failure or delay in exercising, any right under this Deed shall constitute a waiver or preclude any other or further exercise of that or any other right

31.3 Partial Invalidity

The invalidity, illegality or unenforceability of a provision of this Deed does not affect or impair the continuation in force of the remainder of this Deed

31.4 Severability

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Issuer hereby waives any provision of law but only to the extent permitted by law which renders any provision of this Deed prohibited or unenforceable in any respect

31.5 Counterparts

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

31.6 Further Assurance

The Issuer shall (at its own cost) do and execute, or arrange for the doing and executing of, each act, document and thing requested of it by the Security Trustee or any Receiver (including the giving of notices of assignment and the effecting of filings of registration in any jurisdiction) for perfecting or protecting the English Security from time to time and, at any time after the English Security or any part thereof has become enforceable, shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing within its power and as may be requested of it by the Security Trustee or any Receiver for facilitating the realisation of, or enforcement of rights in respect of, all of any of the Charged Assets and the exercise of all rights vested in the Security Trustee or in any Receiver in respect of all or any of such English Security

31.7 Amendments

Subject to Clause 25 7 (Modification to the Transaction Documents), any amendment, modification or variation to this Deed may only be made with the prior written consent of each party to this Deed

31.8 Secured Creditors

Each Secured Creditor (other than the Security Trustee) shall be bound by the provisions of this Deed, the Conditions, the Residual Certificates Conditions and the Trust Deed as if it contained covenants by each Secured Creditor in favour of the Security Trustee and every other Secured Creditor to observe and be bound by all the provisions of this Deed expressed to apply to Secured Creditors

31.9 Assignment

Neither the Issuer nor any of the other Secured Creditors (other than the Security Trustee) may assign, encumber or transfer all or any part of its rights or benefits and/or transfer its obligations under or pursuant to this Deed without the prior written consent of the Security Trustee

31.10 Rights of Third Parties

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these presents, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999

32. CHOICE OF LAW

32.1 Governing Law

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

32.2 Submission to 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 in connection with this Deed), and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by the English 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. To the extent allowed by law, the Security Trustee may take (a) any suit, action or proceeding arising out of or in connection with this Deed (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and (b) concurrent Proceedings in any number of jurisdictions.

IN WITNESS WHEREOF the parties hereto have caused this Deed to be duly executed and delivered as a deed the day and year first before written.

SIGNATORIES

SIGNED and DELIVERED as a DEED by
L2 B.V.
as Seller and Master Servicer
by two Directors

) [REDACTED UNDER S859G
) OF THE COMPANIES ACT
) 2006]
)
) Director
)
) Name **Kenneth Piplin**

[REDACTED UNDER
S859G OF THE
COMPANIES ACT 2006]

Newton Gillies
~~Associate Director~~

) Director
)
) Name

in the presence of

Signature of Witness

[REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]

Name **TIFFANY LIOW**

Address **ALLEN & OVERY LLP**
ONE BISHOPS SQUARE
LONDON E1 6AD

Occupation:
TRAINEE LAWYER

SIGNED and DELIVERED as a DEED by
MACQUARIE BANK LIMITED, LONDON
BRANCH
as Retention Holder, Swap Replacement Facilitator
and Back-up Servicing Facilitator
by a duly authorised Attorney

)
)
) [REDACTED UNDER
) S859G OF THE **Peter Vega**
) COMPANIES ACT 2006] **Managing Director**
)
) Duly Authorised Attorney

in the presence of

Signature of Witness

[REDACTED UNDER S859G
OF THE COMPANIES ACT
2006]

Name **TIFFANY LIOW**

Address **ALLEN & OVERY LLP**
ONE BISHOPS SQUARE
LONDON E1 6AD

Occupation
TRAINEE LAWYER

) [REDACTED UNDER S859G
) OF THE COMPANIES ACT
) 2006]

Mona Ho
Legal Counsel/Attorney

EXECUTED and DELIVERED as a DEED by)
KINGSWOOD MORTGAGES 2015-1 PLC)
as Issuer)
acting by two Directors)
SFM Directors Limited)
SFM Directors (No 2) Limited)

[REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]

EXECUTED and DELIVERED as a DEED by)
CITIBANK N.A., LONDON BRANCH)
as Cash Manager, Issuer Account Bank,)
Principal Paying Agent, Agent Bank and Registrar)
acting by its Delegated Signatory)

EXECUTED and DELIVERED as a DEED by)
STRUCTURED FINANCE MANAGEMENT)
LIMITED)
as Corporate Services Provider)
acting by two Directors)
or a Director and the Secretary)
Director)
~~Director~~/Secretary)

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

EXECUTED and DELIVERED as a DEED by)
MACQUARIE BANK LIMITED, LONDON)
BRANCH)
as Swap Provider)
acting by a Director)
in the presence of this witness)
Witness Signature)
Full Name)
Address)

[SIGNATURE PAGE TO THE DEED OF CHARGE]

EXECUTED and DELIVERED as a DEED by)
 KINGSWOOD MORTGAGES 2015-1 PLC)
 as Issuer)
 acting by two Directors)
)
 SFM Directors Limited)
)
)
 SFM Directors (No 2) Limited)

[REDACTED UNDER S859G OF THE COMPANIES
 ACT 2006]

EXECUTED and DELIVERED as a DEED by)
 CITIBANK N.A., LONDON BRANCH)
 as Cash Manager, Issuer Account Bank,)
 Principal Paying Agent, Agent Bank and Registrar)
 acting by its Delegated Signatory)
)

Davide Pluchino
Vice President

EXECUTED and DELIVERED as a DEED by)
 STRUCTURED FINANCE MANAGEMENT)
 LIMITED)
 as Corporate Services Provider)
 acting by two Directors)
 or a Director and the Secretary)
)
 Director)
)
)
 Director/Secretary)

EXECUTED and DELIVERED as a DEED by)
 MACQUARIE BANK LIMITED, LONDON)
 BRANCH)
)
 as Swap Provider)
 acting by a Director)
 in the presence of this witness)
)
 Witness Signature)
)
 Full Name)
)
 Address:)

[SIGNATURE PAGE TO THE DEED OF CHARGE]

(SIGNATURE PAGE TO THE DEED OF CHARGE)

EXECUTED and DELIVERED as a DEED by
CITICORP TRUSTEE COMPANY LIMITED
as Security Trustee and Note Trustee
acting by an Attorney |

in the presence of this witness

Witness Signature

Full Name.

Address

[REDACTED UNDER
S859G OF THE
COMPANIES ACT 2006]

DAVIDE PERMAN

CIB
Agency & Trust
Colindale Centre
Canada Square
Canary Wharf
London E14 5LB

[REDACTED UNDER
S859G OF THE
COMPANIES ACT
2006]

JUSTIN NG

(SIGNATURE PAGE TO THE DEED OF CHARGE)

SCHEDULE 1

ISSUER POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on 17 July 2015 by **KINGSWOOD MORTGAGES 2015-1 PLC** (the **Principal**)

WHEREAS

- (1) By virtue of a deed of charge dated on or about 17 July 2015 and made between, among others, the Issuer, the Seller, the Cash Manager, the Security Trustee, the Note Trustee, the Agent Bank, the Issuer Account Bank, the Principal Paying Agent, the Registrar and the Corporate Services Provider and the Swap Provider (each as referred to therein) (the **Deed of Charge**) provision was made for the execution by the Principal of this Power of Attorney
- (2) Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in the Deed of Charge

NOW THIS POWER OF ATTORNEY WITNESSETH

- 1 The Principal hereby irrevocably and by way of security for the performance of the covenants, conditions, obligations and undertakings on the part of the Principal contained in the Deed of Charge appoints Citicorp Trustee Company Limited in its capacity as Security Trustee, and any other person or persons for the time being the security trustee or security trustees of and under the Deed of Charge (the **Attorney**) and any Receiver (including any administrative receiver) and/or administrator (the **Administrator**) appointed from time to time by the Attorney or on its behalf its true and lawful attorney for and in the Principal's name or otherwise jointly and severally to do any act matter or thing which the Attorney, Receiver or Administrator considers in each case bona fide necessary for the protection or preservation of the Attorney's interests and rights in and to the Charged Assets or which ought to be done under the covenants, undertakings and provisions contained in the Deed of Charge (and any document entered into or to be entered into by the Principal pursuant thereto) in any circumstances where the Attorney has become entitled to take the steps referred to in Clauses 9.4 (Power of Sale) to 9.9 (Deficiency or Additional Payment) (inclusive) of the Deed of Charge including any or all of the following
 - (a) to do every act or thing which the Attorney, Receiver or Administrator may deem to be necessary, proper or expedient for fully and effectually vesting, transferring or assigning the English Security and/or the Charged Assets or any part thereof and/or the Principal's estate, right, title, benefit and/or interest therein or thereto in or to the Attorney and its successors in title or other person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Principal could have done,
 - (b) to do every act or thing which the Attorney, Receiver or Administrator considers in each case bona fide necessary for the protection or preservation of the Attorney's interests and rights in and to the Charged Assets, and
 - (c) the power by writing under its hand by an officer of the Attorney or by an officer of any Receiver or Administrator appointed by the Attorney from time to time to appoint a substitute attorney (each a **Substitute**) who shall have power to act on behalf of the Principal as if that Substitute shall have been originally appointed Attorney by this Power of Attorney and/or to revoke any such appointment at any time without assigning any reason therefore

- 2 In favour of the Attorney, any Receiver and/or Administrator and/or Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts done and documents executed or signed by the Attorney, a Receiver, an Administrator or a Substitute in the purported exercise of any power conferred by this Power of Attorney shall for all purposes be valid and binding on the Principal and its successors and assigns
- 3 In accordance with the terms of the Deed of Charge, the Trustee Act 1925 and the Trustee Delegation Act 1999, the Attorney (any Substitute and any of its successors or assigns) may delegate any or all of his powers and duties granted to it in Clause 1 above up to a maximum of 12 months to a delegate as the Attorney in his absolute discretion may reasonably deem necessary or desirable, provided that notice has been given as required by section 25 of the Trustee Act 1925
- 4 The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Administrator and/or Substitute appointed from time to time by the Attorney and their respective estates against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the exercise, or the purported exercise, of any of the powers conferred by this Power of Attorney, save where the same arises as the result of the fraud, negligence or wilful default of the relevant indemnified party or its officers or employees
- 5 The provisions of Clause 3 of this Power of Attorney shall continue in force after the revocation or termination, howsoever arising, of this Power of Attorney
- 6 The laws of England shall apply to this Power of Attorney and to any non-contractual matters arising out of or in connection with it and the interpretation thereof and to all acts of the Attorney and each Receiver and/or Administrator and/or substitute carried out or purported to be carried out under the terms hereof
- 7 The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Administrator or substitute shall properly and lawfully do or cause to be done in and concerning the Security Trustee's Security and/or the Charged Assets

IN WITNESS WHEREOF this Power of Attorney has been executed and delivered as a deed by the Principal the day and year first before written

EXECUTED and DELIVERED as a DEED by)
KINGSWOOD MORTGAGES 2015-1 PLC)
acting by two Directors)
)
SFM Directors Limited)
)
)
SFM Directors (No 2) Limited)

SCHEDULE 2

FORM OF DEED OF CHARGE ACCESSION UNDERTAKING

THIS DEED is made on [●]

BETWEEN

- (1) **L2 B.V.** (registered number 56649800), a private limited company incorporated under the laws of the Netherlands, whose registered office in the United Kingdom is at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (the **Seller**),
- (2) **MACQUARIE BANK LIMITED, LONDON BRANCH** a company incorporated in Australia with ABN 46 008 583 542 and acting through its office in London at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (the **Retention Holder**, the **Swap Replacement Facilitator** and the **Back-Up Servicing Facilitator**),
- (3) **KINGSWOOD MORTGAGES 2015-1 PLC** (registered number 9541195), a public limited company incorporated under the laws of England and Wales, whose registered office is at 35 Great St Helen's, London EC3A 6AP (the **Issuer**),
- (4) **CITIBANK N.A., LONDON BRANCH**, acting through its London Branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (in its capacities as the **Cash Manager**, **Issuer Account Bank**, **Principal Paying Agent**, **Agent Bank** and **Registrar**),
- (5) **STRUCTURED FINANCE MANAGEMENT LIMITED** (registered number 03853947), a private limited company under the laws of England and Wales whose registered office is at 35 Great St Helen's, London EC3A 6AP (the **Corporate Services Provider**),
- (6) **CITICORP TRUSTEE COMPANY LIMITED**, a private limited company incorporated under the laws of England and Wales with registration number 235914, acting through its registered office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the **Note Trustee** and the **Security Trustee** which expression includes such company and all other persons or companies for the time being acting as trustee or trustees under this Deed), and
- (7) **MACQUARIE BANK LIMITED, LONDON BRANCH** a company incorporated in Australia with ABN 46 008 583 542 and acting through its office in London at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (the **Swap Provider**);
- (8) [●] (in its capacity as [●], the **New Secured Creditor**)

WHEREAS

- (A) Pursuant to the terms of a [*describe agreement*] (the **Agreement**) dated [●] 2015 made between, *inter alios*, the Issuer and the New Secured Creditor, the Issuer has agreed [*describe nature of the obligations of the Issuer under the Agreement*]
- (B) The Issuer has agreed to provide the Security Trustee with the benefit of any security described in the Deed of Charge to secure the Issuer's obligations to the Secured Creditors
- (C) The terms of the Deed of Charge permit the Issuer to secure its obligations to a New Secured Creditor thereunder

- (D) The New Secured Creditor has agreed to enter into this Deed to accede to the provisions of this Deed
- (E) The Secured Creditors have agreed to enter into this Deed to, among other things, acknowledge and agree to such accession and to permit any consequential changes to the Priorities of Payments set out in the Cash Management Agreement and/or the Deed of Charge as are required and any other amendment as may be required to give effect to this Accession Undertaking

IT IS HEREBY AGREED as follows

1. INTERPRETATION

The master definitions and construction schedule signed between, *inter alios*, the Issuer and the Security Trustee dated 17 July 2015 (as the same may be amended, varied or supplemented from time to time with the consent of the parties hereto) (the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the Recitals hereto and this Deed shall be construed in accordance with the interpretation provisions set out in clause 2 (Interpretation and Construction) of the Master Definitions and Construction Schedule

2. REPRESENTATIONS AND WARRANTIES

The New Secured Creditor hereby represents and warrants to the Security Trustee and each of the Secured Creditors in respect of itself that as of the date of this Deed

- (a) pursuant to the terms of the Agreement, the Issuer has agreed to [*describe in relation to the Agreement*], and
- (b) the Agreement expressly provides that all amounts due from the Issuer thereunder are to be secured by the Deed of Charge

3. ACCESSION

In consideration of the New Secured Creditor being accepted as a Secured Creditor for the purposes of the Deed of Charge by the parties thereto as from the date of this Deed, the New Secured Creditor

- (a) confirms that as from [*date*], it intends to be a party to the Deed of Charge as a Secured Creditor,
- (b) undertakes to comply with and be bound by all of the provisions of the Master Definitions and Construction Schedule and the Deed of Charge in its capacity as a Secured Creditor, as if it had been an original party thereto,
- (c) undertakes to perform and comply with and be bound by all of the provisions of the Deed of Charge in its capacity as a Secured Creditor, as if it had been an original party thereto as provided in [*relevant Clauses relating to Priorities of Payments*],
- (d) agrees that the Security Trustee shall be the Security Trustee for all Secured Creditors upon and subject to the terms set out in the Deed of Charge and the German Security Agreement

4. SCOPE OF THE DEED OF CHARGE

The Issuer, the New Secured Creditor and the Security Trustee hereby agree that for relevant purposes under the Deed of Charge and the Master Definitions and Construction Schedule

- (a) the Agreement shall be treated as a Transaction Document,
- (b) the New Secured Creditor shall be treated as a Secured Creditor

5. [AMENDMENT TO THE PRIORITIES OF PAYMENTS]

To the extent necessary, the Secured Creditors agree to amend and restate the Priorities of Payments set out in the Cash Management Agreement and/or the Deed of Charge such that the amended and restated Priorities of Payments shall have effect from the date of such amendment and restatement but shall not apply retrospectively]

6. APPLICATION

Prior to and following enforcement of the Security all amounts at any time held by the Issuer, the Cash Manager or the Security Trustee in respect of the security created under or pursuant to this Deed shall be held and/or applied by such person subject to and in accordance with the relevant provisions of the Cash Management Agreement and the Deed of Charge

7. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed, the Deed of Charge or the Master Definitions and Construction Schedule shall be given in the manner and at the times set out in Clause 29 (Notices) of the Deed of Charge or at such other address as the recipient may have notified to the other parties hereto and/or thereto in writing

The address referred to in this Clause 7 for the New Secured Creditor is

[]

For the attention of []

Telephone []

Facsimile []

or such other address and/or numbers as the New Secured Creditor may notify to the parties to the Deed of Charge in accordance with the provisions thereof

8. CHOICE OF LAW

- (a) This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by, and construed in accordance with, the laws of England and the parties hereto irrevocably submit to the jurisdiction of the courts of England
- (b) 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 in connection with this Deed), and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by the English 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 To the extent allowed by law, the Security Trustee may take (a) any suit, action or proceeding arising out of or in connection with this Deed (together referred to as Proceedings) against the Issuer in any other court of competent jurisdiction and (b) concurrent Proceedings in any number of jurisdictions

IN WITNESS WHEREOF the parties hereto have caused this Deed to be duly executed and delivered as a deed the day and year first before written

SIGNED and DELIVERED as a DEED by

L2 B.V.

as Seller and Master Servicer

by two Directors

)

)

)

)

)

)

Director

Name

)

)

)

Director

Name

SIGNED and DELIVERED as a DEED by

MACQUARIE BANK LIMITED, LONDON

BRANCH

as Retention Holder, Swap Replacement Facilitator

and Back-Up Servicing Facilitator

by two duly authorised Attorneys

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)

)

Duly Authorised Attorney

Name

)

)

)

Duly Authorised Attorney

Name

EXECUTED and DELIVERED as a DEED by

KINGSWOOD MORTGAGES 2015-1 PLC

as Issuer

acting by two Directors

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)

)

SFM Directors Limited

)

)

)

SFM Directors (No 2) Limited

)

EXECUTED and DELIVERED as a DEED by)
CITIBANK N.A., LONDON BRANCH)
as Cash Manager, Issuer Account Bank,)
Principal Paying Agent, Agent Bank and Registrar)
acting by its Delegated Signatory)
)

EXECUTED and DELIVERED as a DEED by)
STRUCTURED FINANCE MANAGEMENT)
LIMITED)
as Corporate Services Provider)
acting by two Directors)
or a Director and the Secretary)
)
Director)
)
)
Director/Secretary)

SIGNED and DELIVERED as a DEED by)
MACQUARIE BANK LIMITED, LONDON)
BRANCH)
as Swap Provider)
by two duly authorised Attorneys)
)
)
)

Duly Authorised Attorney	Duly Authorised Attorney
Name	Name
))
))
)	Duly Authorised Attorney
	Name

EXECUTED and DELIVERED as a DEED by)
CITICORP TRUSTEE COMPANY LIMITED)
as Security Trustee and Note Trustee)
acting by an Attorney)
)
in the presence of this witness)

Witness Signature

Full Name

Address

MASTER DEFINITIONS AND CONSTRUCTION SCHEDULE

17 JULY 2015

ALLEN & OVERY

Allen & Overy LLP

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THIS AGREEMENT is made on 17 July 2015

BETWEEN

- (1) **L2 B.V.** (registered number 56649800), a private limited company incorporated under the laws of The Netherlands, whose registered office in the United Kingdom is at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (the **Seller and Master Servicer**),
- (2) **MACQUARIE BANK LIMITED, LONDON BRANCH** a company incorporated in Australia with ABN 46 008 583 542 and acting through its office in London at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (the **Retention Holder, Replacement Swap Facilitator and the Back-Up Servicing Facilitator**),
- (3) **KINGSWOOD MORTGAGES 2015-1 PLC** (registered number 9541195) a public limited company incorporated under the laws of England and Wales, whose registered office is at 35 Great St Helen's, London EC3A 6AP (the **Issuer**),
- (4) **KINGSWOOD MORTGAGES 2015-1 HOLDINGS LIMITED** (registered number 9541115) a private limited company incorporated under the laws of England and Wales, whose registered office is at 35 Great St Helen's, London EC3A 6AP (**Holdings**),
- (5) **CITICORP TRUSTEE COMPANY LIMITED**, a private limited company incorporated under the laws of England and Wales with registration number 235914, acting through its registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the **Security Trustee and the Note Trustee**),
- (6) **CITIBANK N.A., LONDON BRANCH**, (registered branch number BR001018) acting through its Agency and Trust business located at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom (in its capacity as the **Cash Manager, Issuer Account Bank, Principal Paying Agent, Registrar and Agent Bank**),
- (7) **STRUCTURED FINANCE MANAGEMENT LIMITED** (registered number 03853947), a private limited company incorporated under the laws of England and Wales, whose principal office is at 35 Great St Helen's, London EC3A 6AP (the **Corporate Services Provider**),
- (8) **SFM CORPORATE SERVICES LIMITED** (registered number 03920255) a private limited company incorporated under the laws of England and Wales, whose principal office is at 35 Great St Helen's, London EC3A 6AP (the **Share Trustee**),
- (9) **MACQUARIE BANK LIMITED, LONDON BRANCH** a company incorporated in Australia with ABN 46 008 583 542 and acting through its office in London at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (the **Swap Provider**),
- (10) **SERVICING ADVISORS DEUTSCHLAND GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany with its registered office at WestendCarree, Gruneburgweg 16 to 18, 60322 Frankfurt am Main, Germany, registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Frankfurt am Main under registration number HRB 73137 (the **Sub-Servicer** and with respect to the Mortgage Certificates, the **Custodian**)

1. DEFINITIONS

In any agreement, instrument or deed expressly and specifically incorporating by reference this Master Definitions and Construction Schedule, the undersigned hereby agree that the following words and expressions shall, unless otherwise defined therein or unless the context otherwise requires, have the following meanings

1925 Act means the Law of Property Act 1925,

1999 Regulations means the Unfair Terms in Consumer Contracts Regulations 1999 as amended,

€, EUR or Euro means the single currency introduced at the third stage of the European Economic and Monetary Union pursuant to the Treaty Establishing the European Communities as amended from time to time,

£, GBP, Sterling or Pounds Sterling means the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland,

Account Bank Rating means a short-term deposit rating of at least P-1 by Moody's and a long-term unsecured, unsubordinated and unguaranteed debt rating of at least A by DBRS or such other lower rating which is consistent with the then current rating methodology of the Rating Agencies in respect of the then current ratings of the Rated Notes,

Account Mandate means the Issuer Account Mandate, the Swap Collateral Account Mandate and any other bank mandate provided by the Issuer to the Issuer Account Bank from time to time,

Accrued Interest means in respect of a Mortgage Loan as at any date the aggregate of all interest accrued but not yet due and payable on the Mortgage Loan from (and including) the monthly payment date immediately preceding the relevant date to (but excluding) the relevant date,

Affiliate means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company,

Agency Agreement means the agency agreement dated the Closing Date between the Issuer, the Principal Paying Agent, the Agent Bank, the Registrar, the Security Trustee and the Note Trustee, which sets out the appointment of the Paying Agents, the Registrar and the Agent Bank. Provision is made for, *inter alia*, the payment of principal and interest in respect of the Notes,

Agent Bank means Citibank N A, London Branch acting as Agent Bank under the terms of the Agency Agreement, or such other person as may from time to time be appointed as Agent Bank pursuant to the Agency Agreement,

Agents means the Paying Agents, the Registrar, the Cash Manager and the Agent Bank,

AIFM Regulation means Regulation (EU) No 231/2013, referred to as the Alternative Investment Fund Manager Regulation,

Alternative Market means a recognised stock exchange for the purposes of section 1005 of the Income Tax Act 2007,

Ancillary Rights means, in relation to any right, all ancillary rights, accretions and supplements to such right, including any guarantees or indemnities in respect of such right,

Applicable Law means any law or regulation including, but not limited to

- (a) any domestic or foreign statute or regulation,
- (b) any rule or practice of any Authority, stock exchange or self-regulatory organisation with which the Issuer Account Bank is bound or accustomed to comply,
- (c) any agreement entered into by the Issuer Account Bank and any Authority or between any two or more Authorities,
- (d) any agreement described in Section 1471(b) of the Code, and
- (e) Sections 1471 to 1474 of the Code and any regulations or agreements thereunder,

Appointee means any attorney, manager, agent, delegate, nominee, custodian, financial adviser or other professional adviser or other person properly appointed by the Note Trustee under the Trust Deed or the Security Trustee under the Deed of Charge or the German Security Agreement (as applicable) to discharge any of its functions,

Arranger means Macquarie Bank International Limited (registered number 06309906) incorporated under the laws of England and Wales with its registered office at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD,

Arrears means as at any date in respect of any Mortgage Loan, all amounts currently due and payable on that Mortgage Loan which remain unpaid on that date, provided that such overdue amounts equal, in the aggregate, one or more full Monthly Instalments,

Arrears Balance means, in relation to a Mortgage Loan, as at any given date, the aggregate amount of any of the sums which are due and payable but have not been paid by the relevant Borrower in accordance with the terms of the Mortgage Loan as at that given date including any

- (a) Arrears of Interest,
- (b) arrears of any repayment of capital,
- (c) ground rent and service charge paid by the Seller to an applicable Borrower's reversioner or landlord in relation to leasehold properties and not reimbursed by the applicable Borrower, and
- (d) Technical Arrears,

Arrears of Interest means as at any date in respect of any Mortgage Loan, the aggregate of all interest (other than Capitalised Amounts) on that Mortgage Loan which is currently due and payable and unpaid on that date,

Article 405 means Article 405 of the Capital Requirements Regulation,

Article 51 means Article 51 of the AIFM Regulation,

Assigned German Security has the meaning given to such term in clause 2.1 of the German Security Agreement,

Assignment of Mortgages has the meaning given to such term in clause 1.1 of the Mortgage Sale Agreement,

Associated Person of a person means a director, officer, company secretary, employee, or provider of corporate administration services or agent thereof to such person,

Auditors means the current auditors of the Issuer or any other firm appointed by the Issuer to act as its statutory auditors,

Authorised Denominations means, in respect of the Notes, denominations (in either global or definitive form) of €100,000 and higher integral multiples of €1,000,

Authorised Investments means, at any time

- (a) Euro denominated government and public securities ,
- (b) Euro demand or time deposits and certificates of deposit, and
- (c) short-term debt obligations (including commercial paper),

provided that in all cases such investments will only be made such that there is no withholding or deduction for or on account of taxes applicable thereto and such investments (i) mature before the next Interest Payment Date, (ii) may be broken or demanded by the Issuer (at no cost or other loss to the Issuer) before the next following Interest Payment Date so that, in each case, such funds will be available for withdrawal on such date, and (iii) have a maturity date falling within 90 days or less of their date of issue, and are rated (or, in the case of (a) and (b) above only, the short term and long term debt of the issuer (as applicable) of such investments is rated) (x) at least A2 or P-1 by Moody's and (y)(i) at least A or R-1 (middle) by DBRS or (ii) except where such investment has a maximum maturity of 90 days in which case the short term and long term debt of the issuer (as applicable) of such investments is rated at least AA (low) or R-1 (middle) by DBRS or (iii) if such investment is not rated by DBRS, the DBRS Equivalent Rating,

Authorised Investment Account means an account with the fund trustee or fund administrator (as applicable) of the Authorised Investment in which the Issuer Account Bank will hold an Authorised Investment procured on the Issuer's behalf,

Authorised Signatory means

- (a) in relation to the Bank Account Agreement, any authorised signatory referred to in any Account Mandate or any mandate in respect of any account in the name of the Issuer at the Issuer Account Bank or any other bank account created after the Closing Date established pursuant to and in accordance with the Bank Account Agreement, and
- (b) in all other cases, (i) an officer of the Issuer, or such other person appointed by the Issuer to act as authorised signatory or (ii) in respect of any party to the Transaction Documents, an officer of such party, or such other person appointed by such party to act as authorised signatory,

Authority means any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign,

Available Principal Receipts means for any Interest Payment Date an amount equal to the aggregate of (without double counting)

- (a) all Principal Receipts or, if in a Determination Period, any Calculated Principal Receipts, in each case, excluding an amount equal to any Reconciliation Amounts to be applied as Available Revenue Receipts on that Interest Payment Date (i) received by the Issuer during the immediately preceding Collection Period and (ii) if representing amounts received in respect of any repurchases of the Purchased Loan Receivables and their Related Security (or Loan Indemnity Warranty Payments paid to the Issuer in accordance with the terms of the

Mortgage Sale Agreement) that were repurchased by the Seller (or MBL) pursuant to the Mortgage Sale Agreement, received by the Issuer from but excluding the Calculation Date immediately preceding the immediately preceding Interest Payment Date (or, in the case of the first Interest Payment Date, from and including the Closing Date) to and including the immediately preceding Calculation Date,

- (b) the amounts (if any) calculated on the Calculation Date preceding that Interest Payment Date pursuant to the Pre-Enforcement Revenue Priority of Payments, to be the amount by which the debit balance of each of the Class A Principal Deficiency Sub-Ledger, and/or the Class B Principal Deficiency Sub-Ledger, and/or the Class C Principal Deficiency Sub-Ledger, and/or the Class D Principal Deficiency Sub-Ledger, and/or the Class E Principal Deficiency Sub-Ledger, and/or the Class F Principal Deficiency Sub-Ledger is to be reduced on that Interest Payment Date, and
- (c) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Principal Receipts in accordance with Condition 6 9(c) (Determinations and Reconciliation),

Available Revenue Receipts means for each Interest Payment Date, an amount equal to the aggregate of (without double counting)

- (a) Revenue Receipts or, if in a Determination Period, Calculated Revenue Receipts, in each case, excluding any Reconciliation Amounts to be applied as Available Principal Receipts on that Interest Payment Date received (i) during the immediately preceding Collection Period (after deducting, in the case of the first Collection Period only, an amount equal to any Retained Accrued Interest) or (ii) if representing amounts received in respect of any repurchases of Purchased Loan Receivables and their Related Security by the Seller pursuant to the Mortgage Sale Agreement, from but excluding the Calculation Date immediately preceding the immediately preceding Interest Payment Date (or, in the case of the first Interest Payment Date, from and including the Closing Date) to and including (A) the immediately preceding Calculation Date or (B) in respect of a redemption in full of the Notes pursuant to Condition 8 3 (*Optional Redemption of the Notes in full*), on such Interest Payment Date,
- (b) amounts received or to be received by the Issuer under or in connection with the Swap Agreement (other than (i) any early termination amount received by the Issuer under the Swap Agreement (ii) any Swap Collateral, (iii) any Replacement Swap Premium paid to the Issuer, and (iv) any amounts in respect of Swap Tax Credits on such Interest Payment Date, other than, in each case, any Swap Collateral Account Surplus which is to be applied as Available Revenue Receipts in accordance with the Swap Collateral Account Priority of Payments),
- (c) interest payable to the Issuer on the Issuer Accounts and received in the immediately preceding Collection Period (other than any amount of interest or income received in respect of any Swap Collateral) and income from any Authorised Investments to be received on or prior to the Interest Payment Date (other than any amount of income received in respect of the Swap Collateral),
- (d) any Senior Principal Reallocation Amounts (save that such amounts shall not be included in the calculation of Available Revenue Receipts for the purposes of determining any Interest Shortfall or any Residual Senior Shortfall on the relevant date),
- (e) the Rated Note Reserve Fund Available Amount,

- (f) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Revenue Receipts in accordance with Condition 6 9(c),
- (g) amounts credited to the Issuer Account on the previous Interest Payment Date in accordance with item (w) of the Pre-Enforcement Revenue Priority of Payments,
- (h) other net income of the Issuer received during the immediately preceding Collection Period, excluding any Principal Receipts,
- (i) Excess Principal Receipts, and
- (j) on the Final Redemption Date only, all amounts standing to the credit of the Rated Note Reserve Fund Ledger (other than those amounts already taken into consideration in (e) above

less

- (k) amounts applied from time to time during the immediately preceding Collection Period in making payment of certain monies which properly belong to third parties (including the Seller) such as (but not limited to)
 - (i) certain costs and expenses charged by the Master Servicer in respect of its servicing of the Mortgage Loans and not otherwise covered by items (iii) to (vi) below,
 - (ii) payments that do not relate to Purchased Loan Receivables and their Related Security,
 - (iii) payments of certain insurance premiums in respect of the insurance policies (to the extent referable to the Mortgage Loans),
 - (iv) amounts that have been received under a Direct Debit (including, without limitation, by the Seller) which are to be repaid to the account holding bank because such Direct Debit has been rejected or returned,
 - (v) amounts under a Direct Debit which are repaid to the bank making the payment if such bank is unable to recoup or recall such amount itself from its customer's account or is required to refund an amount previously debited, and
 - (vi) any amount received from a Borrower for the express purpose of payment being made to a third party for the provision of a service to that Borrower,
 (items within (k) being collectively referred to herein as **Third Party Amounts**),
- (l) any tax payments paid or payable by the Issuer during the immediately preceding Collection Period to the extent not funded from amounts standing to the credit of the Issuer Profit Ledger, and
- (m) (taking into account any amount paid by way of Third Party Amounts) amounts to remedy any overdraft in relation to the Collection Account or to pay any amounts due to the Collection Account Bank,

Back-up Servicing Facilitator means Macquarie Bank Limited, London Branch

Bank Account Agreement means the agreement dated on or about the Closing Date between, among others, the Issuer Account Bank, the Issuer, the Cash Manager and the Security Trustee, which governs the operation of the Issuer Account and the Swap Collateral Account,

Bank of England Base Rate means the Bank of England's official dealing rate as set by the UK Monetary Policy Committee,

Basic Terms Modification has the meaning given to it in Paragraph 13 of Schedule 5 (Provisions for Meetings of Noteholders and Certificateholders) to the Trust Deed,

Benefit in respect of any asset, agreement, property or right (each a **Right** for the purpose of this definition) held, assigned, conveyed, transferred, charged, sold or disposed of by any person shall be construed so as to include

- (a) all right, title, interest and benefit, present and future, actual and contingent (and interests arising in respect thereof) of such person in, to, under and in respect of such Right and all Ancillary Rights in respect of such Right,
- (b) all monies and proceeds payable or to become payable under, in respect of, or pursuant to such Right or its Ancillary Rights and the right to receive payment of such monies and proceeds and all payments made including, in respect of any bank account, all sums of money which may at any time be credited to such bank account together with all interest accruing from time to time on such money and the debts represented by such bank account,
- (c) the benefit of all covenants, undertakings, representations, warranties and indemnities in favour of such person contained in or relating to such Right or its Ancillary Rights,
- (d) the benefit of all powers of and remedies for enforcing or protecting such person's right, title, interest and benefit in, to, under and in respect of such Right or its Ancillary Rights, including the right to demand, sue for, recover, receive and give receipts for proceeds of and amounts due under or in respect of or relating to such Right or its Ancillary Rights, and
- (e) all items expressed to be held on trust for such person under or comprised in any such Right or its Ancillary Rights, all rights to deliver notices and/or take such steps as are required to cause payment to become due and payable in respect of such Right and its Ancillary Rights, all rights of action in respect of any breach of or in connection with any such Right and its Ancillary Rights and all rights to receive damages or obtain other relief in respect of such breach,

Block Voting Instruction has the meaning given to it in Paragraph 1 (Definitions) of Schedule 5 to the Trust Deed (Provisions for Meetings of Noteholders and Certificateholders),

Book-Entry Interest means a beneficial interest in a global note representing the relevant Class of Notes shown on records maintained in book-entry form by Euroclear or Clearstream, Luxembourg, as the case may be,

Borrower means, in relation to a Mortgage Loan, the individual or individuals specified as borrowers in the Mortgage Conditions in respect of such Mortgage Loan or the individual or individuals (if any) from time to time assuming an obligation to repay (under a guarantee or otherwise) such Mortgage Loan or any part of it,

Borrower Notification Event has the meaning given to such term in clause 11.1 of the Mortgage Sale Agreement,

Business Day means a day (other than a Saturday or Sunday or a public holiday) on which banks are open for business in London, Frankfurt and (but only in the case of payment obligations made under the Notes) on which the TARGET2 system is operational to effect payments,

Calculated Revenue Receipts means the product of (i) the Interest Determination Ratio and (ii) all collections received by the Issuer during such Determination Period,

Calculated Principal Receipts means the product of (i) one minus the Interest Determination Ratio, and (ii) all collections received by the Issuer during such Determination Period,

Calculation Date means the day falling four Business Days prior to each Interest Payment Date,

Capital Requirements Regulation or CRR means Regulation (EU) No 575/2013,

Capitalised Amounts means, in relation to a Mortgage Loan, at any date, amounts which are due or overdue in respect of that Mortgage Loan (other than any principal amounts) and which as at that date have been capitalised in accordance with the Mortgage Conditions or otherwise by arrangement with the relevant Borrower and any other amounts (including fees and expenses), capitalised in accordance with the Capitalisation Policy,

Cash Management Agreement means the cash management agreement dated on or about the Closing Date between the Cash Manager, the Master Servicer, the Issuer and the Security Trustee,

Cash Management Services means the cash management services set out in the Cash Management Agreement, including Schedule 1 (Cash Management Services) thereto,

Cash Manager means Citibank N A , London Branch, in its capacity as cash manager or any successor cash manager appointed from time to time as Cash Manager pursuant to the Cash Management Agreement,

Cash Manager Termination Event has the meaning given to it in Clause 11.1 (Cash Manager Termination Events) of the Cash Management Agreement,

Central Bank means the Central Bank of Ireland,

Certain Swap Amounts means

- (a) amounts representing any Excess Swap Collateral which shall be returned directly to the Swap Provider under the Swap Agreement,
- (b) any Swap Collateral, except to the extent that the value of such Swap Collateral has been applied, pursuant to the provisions of the Swap Agreement, to reduce the amount that would otherwise be payable by the Swap Provider to the Issuer on early termination of the Swap under the Swap Agreement which shall be returned directly to the Swap Provider,
- (c) any Swap Tax Credits which shall be returned directly to the Swap Provider, and
- (d) any Replacement Swap Premium (only to the extent it is applied directly to pay a termination payment due and payable by the Issuer to the Swap Provider) which shall be paid directly to the Swap Provider

Certificateholders means the persons who for the time being are registered in the Register as the holders of the Residual Certificates,

Charged Assets means the property, assets and undertakings of the Issuer the subject of any Security,

Charged Documents means each of the Transaction Documents (other than the Deed of Charge, the Master Servicing Agreement, the Transfer Documents, the German Security Agreement and the Sub-Servicing Agreement) to which the Issuer is a party,

Citi Organisation means Citigroup, Inc , Citibank, N A , Citibank International PLC, their branches, subsidiaries and affiliates and anyone who succeeds them or to whom they assign their rights other than Citibank, N A , London Branch,

Claim has the meaning given to it in Clause 10 4 (Indemnity) of the Corporate Services Agreement,

Class in relation to the Notes means each or any of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes, as the case may be, or to the respective holders thereof,

Class A Margin means in respect of the Class A Notes, 0 90 per cent per annum,

Class A Noteholders means the persons who for the time being are registered in the Register as the holders of Class A Notes,

Class A Notes means the €138,570,000 Class A mortgage backed floating rate notes due on the Final Maturity Date,

Class A Principal Deficiency Sub-Ledger means the principal deficiency ledger relating to the Class A Notes and maintained by the Cash Manager in accordance with the Cash Management Agreement,

Class A Redemption Date means the Interest Payment Date on which, following the application of Available Revenue Receipts on such Interest Payment Date, the Class A Notes would be redeemed in full,

Class B Margin means in respect of the Class B Notes, 2 00 per cent per annum,

Class B Noteholders means the persons who for the time being are registered in the Register as the holders of Class B Notes,

Class B Notes means the €19,220,000 Class B mortgage backed floating rate notes due on the Final Maturity Date,

Class B Principal Deficiency Sub-Ledger means the principal deficiency ledger relating to the Class B Notes and maintained by the Cash Manager in accordance with the Cash Management Agreement,

Class C Margin means in respect of the Class C Notes, 2 50 per cent per annum,

Class C Noteholders means the persons who for the time being are registered in the Register as the holders of Class C Notes,

Class C Notes means the €7,390,000 Class C mortgage backed floating rate notes due on the Final Maturity Date,

Class C Principal Deficiency Sub-Ledger means the principal deficiency ledger relating to the Class C Notes and maintained by the Cash Manager in accordance with the Cash Management Agreement,

Class D Margin means in respect of the Class D Notes, 2.75 per cent per annum,

Class D Noteholders means the persons who for the time being are registered in the Register as the holders of Class D Notes,

Class D Notes means the €5,360,000 Class D mortgage backed floating rate notes due on the Final Maturity Date,

Class D Principal Deficiency Sub-Ledger means the principal deficiency ledger relating to the Class D Notes and maintained by the Cash Manager in accordance with the Cash Management Agreement,

Class E Margin means in respect of the Class E Notes, 3.00 per cent per annum,

Class E Noteholders means the persons who for the time being are registered in the Register as the holders of Class E Notes,

Class E Notes means the €6,100,000 Class E mortgage backed floating rate notes due on the Final Maturity Date,

Class E Principal Deficiency Sub-Ledger means the principal deficiency ledger relating to the Class E Notes and maintained by the Cash Manager in accordance with the Cash Management Agreement,

Class F Margin means in respect of the Class F Notes, 4.50 per cent per annum,

Class F Noteholders means the persons who for the time being are registered in the Register as the holders of Class F Notes,

Class F Notes means the €8,130,000 Class F mortgage backed floating rate notes due on the Final Maturity Date,

Class F Principal Deficiency Sub-Ledger means the principal deficiency ledger relating to the Class F Notes and maintained by the Cash Manager in accordance with the Cash Management Agreement,

Class F Notes Pro Rata Amount means (i) all amounts of Available Principal Receipts available to be paid to holders of the Notes on such Interest Payment Date (after having accounted for amounts that rank senior in the Post-Enforcement Priority of Payments) *multiplied* by (ii) (a) the aggregate Principal Amount Outstanding of the Class F Notes *divided* by (b) the Principal Amount Outstanding of all Notes then outstanding,

Clear Days has the meaning given to it in Paragraph 1 (Definitions) of Schedule 5 to the Trust Deed (Provisions for Meetings of Noteholders and Certificateholders),

Clearing System has the meaning given to it in Paragraph 1 (Definitions) of Schedule 5 (Provisions for Meetings of Noteholders and Certificateholders) to the Trust Deed,

Clearstream, Luxembourg means Clearstream Banking, *société anonyme*,

Client Asset Rules means the rules of the FCA from time to time in force in relation to the holding of client money and other client assets,

Client Money Rules means the FCA Rules in relation to client money from time to time,

Closing Date means 17 July 2015,

Code means the US Internal Revenue Code of 1986,

Collections means any payment of interest, repayment of principal or any other financial advantage (*finanzieller Vorteil*) discharging or reducing the Current Balance in relation to the Purchased Loan Receivables and including any commitment fee payable by the relevant Borrowers under the loan agreements underlying such Purchased Loan Receivables,

Collection Account means the account with account number 1780360 00 and IBAN DE44 5007 0010 0178 0360 00 held in the name of L2 B V with the Collection Account Bank or any other account designated to fall within this definition by agreement in writing between L2 B V, the Issuer and the Security Trustee, from time to time,

Collection Account Bank means Deutsche Bank AG, acting as Collection Account Bank, or such other person as may from time to time be appointed as Collection Account Bank at which the Collection Accounts are maintained from time to time,

Collection Account Bank Rating means a long-term, unsecured, unsubordinated and unguaranteed debt rating of BBB by DBRS or such other lower rating which is consistent with the then current rating methodology of the Rating Agencies in respect of the then current ratings of the Rated Notes,

Collection Account Pledge Agreement means the collection account pledge agreement between, amongst other, the Seller as pledgor, the Issuer as pledgee and the Security Trustee, entered into on or around the Closing Date,

Collection Period means each calendar month commencing from (and including) each Servicing Cut-off Date and ending on (and excluding) the immediately succeeding Servicing Cut-off Date, except that the initial period will commence on (but excludes) the Cut-off Date and end on (but excludes) the Servicing Cut-off Date falling in July 2015,

Collection Registration means a registration in the German legal services register (*Rechtsdienstleistungsregister*) to perform collection services pursuant to Section 10 (1) No 1 of the German Act on Legal Services (*Rechtsdienstleistungsgesetz*),

Common Safekeeper means Clearstream, Luxembourg ,

Common Services Provider means Citibank Europe PLC, in its capacity as nominee for Euroclear and Clearstream, Luxembourg,

Companies Act has the meaning given to the term "Companies Acts" in section 2 of the Companies Act 2006, with the addition of the words "to the extent that they are in force" at the end of section 2(1)(a) (as it applies to limited liability partnerships) and any regulations made pursuant to those Acts to the extent that they are in force,

Competent Authority means the Central Bank in its capacity as competent authority under the Prospectus Directive and references to the **relevant Competent Authority** shall, in relation to any Note, be references to the competent authority relating to the stock exchange on which the Notes are from time to time, or will be, listed or admitted to trading,

Computer System means any computer hardware or software or any equipment operated by electronic means,

Conditions or Terms and Conditions of the Notes means the terms and conditions of the Notes set out in Schedule 2 (Terms and Conditions of the Notes) to the Trust Deed, as any of the same may from time to time be amended, varied or restated in accordance with the provisions of the Trust Deed and any reference to a numbered Condition shall be construed accordingly,

Consent Declaration means any declaration of consent signed by each Borrower (and to the extent relevant, each third party security provider) in connection with the Mortgage Loan agreeing to the transfer of the respective Borrowers' (or third party security provider's) personal data to the Seller and the Issuer respectively,

Corporate Services Agreement means the agreement dated on or about the Closing Date and made between the Corporate Services Provider, the Share Trustee, the Issuer, Holdings and the Security Trustee for the provision by the Corporate Services Provider of certain corporate services to the Issuer,

Corporate Services Provider means Structured Finance Management Limited (registered number 03853947), a company incorporated under the laws of England and Wales, whose principal office is at 35 Great St Helen's, London EC3A 6AP or such other person or persons for the time being acting as Corporate Services Provider to the Issuer under the Corporate Services Agreement,

Corporate Services Provider Fee Letter has the meaning given to it in Clause 1.2 (Definitions and Interpretation) of the Corporate Services Agreement,

CRA Regulation means Regulation (EU) No 1060/2009,

Credit and Collection Procedures means the procedures set out in Schedule 1 to the Sub Servicing Agreement (as amended, supplemented or otherwise modified from time to time),

CTA means the Corporation Tax Act 2009,

Current Balance of a Mortgage Loan means, on any date, the aggregate balance of the Mortgage Loan at such date (but without double counting) including

- (a) the original principal amount advanced to the relevant Borrower secured or intended to be secured by the related Mortgage and which has not been paid, repaid or prepaid by the relevant Borrower,
- (b) any interest, disbursement, legal expense, fee, charge, rent, service charge, premium or payment which has not been paid by the relevant Borrower and which has been properly capitalised in accordance with the relevant Mortgage Conditions or with the relevant Borrower's consent and added to the amounts secured or intended to be secured by the related Mortgage, and
- (c) any other amount (including, for the avoidance of doubt, Accrued Interest and Arrears of Interest) which is due or accrued (whether or not due) and which has not been paid by the relevant Borrower and has not been capitalised in accordance with the relevant Mortgage Conditions or with the relevant Borrower's consent but which is secured or intended to be secured by the related Mortgage,

on the basis of the start of day position on such date (which for the avoidance of doubt is inclusive of any interest rate accrual amount relating to the previous month or otherwise that has been applied on such day but is exclusive of any other payments or postings on such date),

Custodian means the Sub-Servicer in its capacity as custodian of the Mortgage Certificates,

Custody Asset Rules means the FCA Rules in relation to custody assets from time to time,

Cut-off Date means 30 April 2015,

Data Controller means the Issuer,

Data Processor means the Master Servicer,

Data Protection Act means the Data Protection Act 1998,

Data Subject shall have the same meaning as is assigned to it in the Data Protection Act,

DBRS means DBRS Ratings Limited,

DBRS Equivalent Rating means

- (a) if a Fitch public rating, a Moody's public rating and an S&P public rating in respect of the Authorised Investment or the Swap Provider or the Eligible Institution (each, a **Public Long Term Rating**) are all available at such date, the corresponding DBRS rating as shown in the DBRS Equivalence Chart of such Public Long Term Rating remaining after disregarding the highest and lowest of such Public Long Term Ratings from such rating agencies (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS rating one notch below the DBRS rating corresponding to such Public Long Term Rating as shown in the DBRS Equivalence Chart) For this purpose, if more than one Public Long Term Rating has the same highest or same lowest DBRS rating as shown in the DBRS Equivalence Chart, then in each case one of such Public Long Term Ratings shall be so disregarded,
- (b) if the DBRS Equivalent Rating cannot be determined under (a) above, but Public Long Term Ratings of the Authorised Investment or the Swap Provider by any two of Fitch, Moody's and S&P are available at such date, the corresponding DBRS rating as shown in the DBRS Equivalence Chart of the lower of such Public Long Term Rating (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below), and
- (c) if the DBRS Equivalent Rating cannot be determined under (a) and (b) above, but a Public Long Term Rating by any one of Fitch, Moody's and S&P is available at such date, then the DBRS rating as shown in the DBRS Equivalence Chart will be such Public Long Term Rating (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS rating one notch below the DBRS rating corresponding to such Public Long Term Rating as shown in the DBRS Equivalence Chart)

If at any time the DBRS Equivalent Rating cannot be determined under subparagraphs (a) to (c) above, then the Authorised Investment or the Swap Provider will be deemed to have a DBRS Rating of "C" at such time

DBRS Equivalence Chart means the DBRS rating equivalent of any of the below ratings by Moody's, Fitch or S&P

DBRS	Moody's	S&P	Fitch
AAA	Aaa	AAA	AAA
AA(high)	Aa1	AA+	AA+
AA	Aa2	AA	AA
AA(low)	Aa3	AA-	AA-
A(high)	A1	A+	A+
A	A2	A	A
A(low)	A3	A-	A-
BBB(high)	Baa1	BBB+	BBB+
BBB	Baa2	BBB	BBB
BBB(low)	Baa3	BBB-	BBB-
BB(high)	Ba1	BB+	BB+
BB	Ba2	BB	BB
BB(low)	Ba3	BB-	BB-
B(high)	B1	B+	B+
B	B2	B	B
B(low)	B3	B-	B-
CCC	Caa2	CCC	CCC

Deed of Charge means the deed of charge to be dated on or about the Closing Date between, among others, the Issuer and the Security Trustee pursuant to which the Issuer grants the English Security in favour of the Security Trustee for the benefit of the Secured Creditors,

Deed of Charge Accession Undertaking means an accession undertaking in a form set out in Schedule 2 (Form of Deed of Charge Accession Undertaking) to the Deed of Charge, to be entered into between among others, the Issuer, the Security Trustee and the Secured Creditors, by which a new secured creditor shall accede to the terms of the Deed of Charge,

Defaulting Loan means in respect of any Mortgage Loan in respect of which the Related Security (i) is being enforced, or (ii) has been enforced and the related Property has been sold,

Deferred Interest shall have the meaning given to this term in Condition 18.1 (*Interest*),

Definitive Residual Certificates means any of the Residual Certificates in definitive registered form,

Default means any condition or event which constitutes an Event of Default or which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default,

Determination Period means a Collection Period,

Direct Debit means a payment received by the payee relying on the SEPA core direct debit scheme for the manual or automated debiting of bank accounts or any successor scheme,

DPA Registration means, in respect of any Person, its registration under the Data Protection Act 1998,

Early Repayment Charge means any early repayment charge or charges payable by any Borrower and calculated on the basis provided in any agreement (including a Mortgage, Mortgage Deed and/or Loan Agreement) in relation to a Mortgage Loan between the relevant lender and a Borrower in the event that such Borrower repays all or any part of its Mortgage Loan, voluntarily or to the extent recovered following an enforcement event under the relevant Mortgage Loan, at any time before the end of the term of the related Mortgage,

Eligible Person has the meaning given to it in Paragraph 1 (Definitions) of Schedule 5 (Provisions for Meetings of Noteholders and Certificateholders) to the Trust Deed,

EMIR means the European Regulation 648/2012 of 4 July 2012, known as the European Market Infrastructure Regulation,

Encumbrance means

- (a) any Security Interest,
- (b) any arrangement under which money or claims to money, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person, or
- (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect,

Enforced Loan means a Mortgage Loan in respect of which the Related Security has been enforced and the related Property has been sold,

Enforcement Notice means a notice served by the Note Trustee on the Issuer (with a copy to the Cash Manager, the Security Trustee, the Swap Provider, the Master Servicer and the Issuer Account Bank) that all Classes of Notes or Residual Certificates are immediately due and repayable at their respective Principal Amount Outstanding, together with accrued (but unpaid) interest as provided in the Trust Deed, pursuant to Condition 11 (*Events of Default*) of each of the Terms and Conditions of the Notes and Terms and Conditions of the Residual Certificates,

Enforcement Procedures means the procedures for the enforcement of Mortgage Loans undertaken by the Master Servicer from time to time in accordance with the Service Specification,

English Security means the security granted by the Issuer to the Security Trustee under or pursuant to the Deed of Charge in favour of the Secured Creditors,

Euroclear means Euroclear Bank S A /N V ,

Entitled Party has the meaning given to such term in the Sub-Servicing Agreement,

EURIBOR means the euro-zone interbank offered rate,

Event of Default means any of the events listed in Condition 11 (*Events of Default*) or Residual Certificates Condition 10 (*Events of Default*), as the context requires,

Excess Swap Collateral means, in respect of a Swap Provider, (a) any Return Amount (as defined in the applicable Swap Agreement), (b) any distributions or interest on Swap Collateral provided by that Swap Provider, (c) any amount of Swap Collateral (or equivalent Swap Collateral) not included in the preceding clauses (a) and (b) that the Swap Provider is entitled to have transferred to it in accordance with the terms of the applicable Swap Agreement and (d) any Swap Collateral in respect of that Swap Provider in excess of any termination amount due but unpaid by such Swap Provider (if any) on termination of the transactions under the applicable Swap Agreement,

FATCA means

- (a) sections 1471 to 1474 of the Code or any associated regulations,
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above, or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction,

FATCA Deduction means a deduction or withholding from a payment under a Transaction Document required by FATCA,

FATCA Withholding means any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement),

FCA means the United Kingdom Financial Conduct Authority which, together with the PRA, pursuant to the provisions of the Financial Services Act 2012, among other things, replaced the FSA on 1 April 2013,

FCA Rules means the rules established by the FCA in the FCA Handbook of rules and guidance from time to time,

Final Discharge Date means the date on which the Security Trustee notifies the Issuer and the Secured Creditors that it is satisfied that all the Secured Obligations and/or all other moneys and other liabilities due or owing by the Issuer have been unconditionally and irrevocably paid or discharged in full,

Final Maturity Date means the Interest Payment Date falling in October 2052,

Final Redemption Date means the Interest Payment Date in respect of which the Cash Manager determines on the immediately preceding Calculation Date that Available Revenue Receipts (including the amount standing to the credit of the Rated Note Reserve Fund) and Available Principal Receipts available for application on such Interest Payment Date and applied in accordance

with the applicable Priority of Payments on such Interest Payment Date would be sufficient to redeem in full the Rated Notes on such Interest Payment Date (including in respect of any interest which has accrued and/or is due on such date), including, as the case may be, as a result of the optional redemption of the Notes pursuant to Condition 8.3 (Optional Redemption of the Notes in full), Condition 8.4 (Mandatory Redemption in full pursuant to a Majority Certificateholder Portfolio Purchase Option) or Condition 8.6 (Refinancing Call Option) which shall (in any event) be no later than the Final Maturity Date,

Financial Indebtedness means, in relation to any person, any indebtedness in respect of

- (a) moneys borrowed by that person,
- (b) any credit facility (including any dematerialised equivalent),
- (c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (d) any lease, hire purchase contract or other agreement which would, in accordance with GAAP, be treated as a finance or capital lease,
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
- (f) any derivative transaction entered into by it in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value will be taken into account),
- (g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, or
- (h) any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,

or any guarantee, indemnity or similar assurance against financial loss of that person in respect of any item referred to in paragraphs (a) to (h) above,

Financial Year means the 12-month period ending on 31 March of each year, provided that the first Financial Year ends on 31 March 2016,

Fitch means Fitch Ratings Limited or its successors,

Five Year Euro Mid Swap Rate means the annual swap rate expressed as a percentage per annum for euro interest rate swap transactions with a maturity of five years as determined by the Master Servicer on the basis of prevailing market conditions as of or around the date of determination,

Fixed Interest Reference Date means in respect of any Swap Calculation Period (other than the first Swap Calculation Period), the first calendar day of July, October, January and April in each year, provided that the first Fixed Interest Reference Date means 17 July 2015,

Fixed Rate has the meaning given to it in the Swap Agreement,

Floating Rate Day Count Fraction means Act/360, as such term defined in the ISDA Definitions,

Force Majeure Event means an event beyond the reasonable control of the person affected including strike, lock out, labour dispute, act of God, war, riot, civil commotion, malicious damage, accident, breakdown of plant or machinery, computer software, hardware or system failure, fire, flood and/or storm,

FSA means the Financial Services Authority, which, pursuant to the provisions of the Financial Services Act 2012, among other things, was replaced by the FCA and the PRA on 1 April 2013,

FSMA 2000 or **FSMA** means the Financial Services and Markets Act 2000,

Full Title Guarantee shall be construed in accordance with the LP (MP) Act,

FVC Regulation means Regulation (EC) No 24/2009 of the European Central Bank of 19 December 2008,

German Civil Code or **BGB** means the German *Bürgerliches Gesetzbuch (BGB)*,

German Code of Civil Procedure or **ZPO** means the German *Zivilprozessordnung (ZPO)*,

German Security has the meaning given to such term in clause 11(a) of the German Security Agreement,

German Security Agreement means the German Security Agreement entered into on or about the Closing Date between the Issuer and the Security Trustee in relation to the German Security,

Global Note means in respect of any Class of Notes, the global note certificate in registered form representing such Class of Notes in, or substantially in, the form set out in Schedule 1 (Form of the Global Note) to the Trust Deed,

Global Residual Certificate means the global residual certificate in registered form representing the Residual Certificates in, or substantially in, the form set out in Schedule 4 (Form of the Global Residual Certificate) to the Trust Deed,

Governmental Authority means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government,

Guaranteed Obligation means specific obligations of the Seller guaranteed by MBL under the Mortgage Sale Agreement,

Hedge Subordinated Amounts means, in relation to the Swap Agreement, the amount of any termination payment due and payable to the Swap Provider as a result of a Swap Provider Default or a Swap Provider Downgrade Event except to the extent such amount has already been paid pursuant to the Swap Collateral Account Priority of Payments,

HMRC means HM Revenue & Customs,

Holding Company means a holding company as defined in section 1159 of the Companies Act 2006,

Holdings means Kingswood Mortgages 2015-1 Holdings Limited (registered number 9541115), a limited company incorporated under the laws of England and Wales, whose registered office is at 35 Great St Helen's, London EC3A 6AP,

Identified Person has the meaning given to it in paragraph 3(a) of Schedule 5 of the Trust Deed,

IFRS means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements,

IFRS 102 means the financial reporting standard, "FRS 102", published by IFRS

in issue means, in relation to the Residual Certificates, all the Residual Certificates issued from time to time other than

- (a) those Residual Certificates which have been cancelled in accordance with Residual Certificates Condition 11 3 (*Limited Recourse*),
- (b) those Residual Certificates which have become void or in respect of which claims have become prescribed, in each case under Residual Certificates Condition 9 (*Prescription*),
- (c) those mutilated or defaced Residual Certificates which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Residual Certificates Condition 14 (*Replacement of Residual Certificates*),
- (d) any Global Residual Certificate to the extent that it shall have been exchanged for another Global Residual Certificate or for the Residual Certificates in definitive form pursuant to the Residual Certificates Conditions,

provided that any Residual Certificates which are for the time being held by or on behalf of or for the benefit of the Seller (alone or together with any Seller Related Person) (unless and until ceasing to be so held) shall be deemed not to remain in issue only for the purposes of voting on any Basic Terms Modification if at that time the Seller, alone or together with any Seller Related Person is also the Majority Certificateholder,

Indemnified Claim has the meaning given to it in Clause 10 6 (Indemnity) of the Corporate Services Agreement,

Indemnified Persons has the meaning given to it in Clause 10 1 (Indemnity) of the Corporate Services Agreement

Indemnity Notice has the meaning given to it in Clause 10 4(a) (Indemnity) of the Corporate Services Agreement,

Independent Director means a duly appointed member of the board of directors of the Issuer who should not have been, at the time of such appointment, or at any time in the preceding five years, (i) a direct or indirect legal or beneficial owner in the Issuer or any of its Affiliates (excluding *de minimus* ownership interests), (ii) a creditor, supplier, employee, officer, director, family member, manager, or contractor of the Issuer or its Affiliates, or (iii) a person who controls (whether directly, indirectly or otherwise) the Issuer or its Affiliates or any creditor, supplier, employee, officer, director, manager, or contractor of the Issuer or its Affiliates,

Indirect Participant means a person that holds interests in the Book-Entry Interests or Residual Certificate Book-Entry Interests (as applicable) through a Participant or through another Indirect Participant,

Initial Advance means the initial principal amount advanced by the relevant Originator to the relevant Borrower under a Loan,

Initial Consideration means an amount equal to 93 20% of the Current Balance of the Mortgage Loans comprising the Portfolio determined on the Cut-off Date, which is due and payable on the Closing Date,

Initial Current Balance means in respect of any Mortgage Loan, the Current Balance of such Mortgage Loan as the Closing Date,

Insolvency Act means the Insolvency Act 1986,

Insolvency Event will occur in respect of an entity in the following circumstances

- (a) an order is made or an effective resolution passed for the winding-up of the relevant entity (or it proposes or makes any composition or arrangement with its creditors), or
- (b) the relevant entity stops or threatens to stop payment to its creditors generally or the relevant entity ceases or threatens to cease to carry on its business or substantially the whole of its business, or
- (c) an encumbrancer takes possession or a Receiver is appointed to the whole or any material part of the undertaking, property and assets of the relevant entity or a distress, diligence or execution is levied or enforced upon or sued out against the whole or any material part of the chattels or property of the relevant entity and, in the case of any of the foregoing events, is not discharged within 30 days, or
- (d) the relevant entity is unable to pay its debts as they fall due or it is deemed under section 123 of the Insolvency Act 1986 to be unable to pay its debts or announces an intention to suspend making payments with respect to any class of undisputed debts, or
- (e) if proceedings are initiated against the relevant entity under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the relevant entity or, as the case may be, in relation to the whole or any part of the undertaking or assets of any relevant entity, and in any such case (other than the appointment of an administrator or an administrative receiver appointed following presentation of a petition for an administration order), unless initiated by the relevant entity, is not discharged within 30 days, or
- (f) any analogous procedure or step is taken in any jurisdiction,

Insolvency Proceedings means in respect of any person

- (a) it is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness,
- (b) the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities) or
- (c) a moratorium is declared in respect of any of its indebtedness,

Insolvency Regulation means European Council Regulation (EC) No 1346 of 29 May 2000 on insolvency proceedings, as amended and supplemented from time to time,

Instructing Party means

- (a) the Note Trustee,
- (b) if there are no Notes outstanding, the Certificateholders, or
- (c) if there are no Notes outstanding and the Residual Certificates have been cancelled, the Secured Creditors (other than the Noteholders and the Certificateholders),

Interest Amount means in respect of an Interest Period and a Class of Notes, the Euro amount payable in respect of interest on the Principal Amount Outstanding of such Class of Notes for the relevant Interest Period, as determined by the Agent Bank as soon as practicable after 11 00 a.m. on the Interest Determination Date falling in such Interest Period, but in no event later than the third Business Day thereafter,

Interest Determination Date means the Second Business Day prior to the relevant first day of the Interest Period for which the rate will apply,

Interest Determination Ratio means, on any Interest Payment Date, (i) the aggregate Revenue Receipts calculated in the three preceding Servicer Reports (or, where there are not at least three previous Servicer Reports, any previous Servicer Reports) divided by (ii) the aggregate of all Revenue Receipts and all Principal Receipts calculated in such Servicer Reports,

Interest Payment Date means the 27th day of each of July, October, January and April in each year or, if such day is not a Business Day, the immediately following Business Day with the first Interest Payment Date falling on 27 October 2015,

Interest Period means from (and including) an Interest Payment Date (except in the case of the first Interest Period, which shall commence on (and include) the Closing Date) to (but excluding) the next following Interest Payment Date,

Interest Shortfall means, on any Interest Payment Date, an amount equal to the aggregate of

- (a) any shortfall in Available Revenue Receipts (and, for this purpose, without regard to any Senior Principal Reallocation Amounts) to pay items (a) to (f) of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date,
- (b) if
 - (i) the Class B Notes are not the Most Senior Class of Notes, or
 - (ii) the debit balance on the Class B Principal Deficiency Sub-Ledger on such Interest Payment Date is zero (for the avoidance of doubt, prior to any Available Principal Receipts being applied pursuant to the Pre-Enforcement Principal Priority of Payments on such Interest Payment Date), and
 - (iii) the aggregate Initial Current Balance of all Defaulting Loans on such Interest Payment Date is equal to or less than 35.2% of the aggregate Current Balance of the Mortgage Loans comprised in the Portfolio on the Closing Date,

any shortfall in Available Revenue Receipts to pay item (h) of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date,

- (c) if

- (i) the Class C Notes are not the Most Senior Class of Notes, or
- (ii) the debit balance on the Class C Principal Deficiency Sub-Ledger on such Interest Payment Date is zero (for the avoidance of doubt, prior to any Available Principal Receipts being applied pursuant to the Pre-Enforcement Principal Priority of Payments on such Interest Payment Date), and
- (iii) the aggregate Initial Current Balance of all Defaulting Loans on such Interest Payment Date is equal to or less than 26 6% of the aggregate Current Balance of the Mortgage Loans comprised in the Portfolio on the Closing Date,

any shortfall in Available Revenue Receipts to pay item (j) of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date,

(d) if

- (i) the Class D Notes are not the Most Senior Class of Notes, or
- (ii) the debit balance on the Class D Principal Deficiency Sub-Ledger on such Interest Payment Date is zero (for the avoidance of doubt, prior to any Available Principal Receipts being applied pursuant to the Pre-Enforcement Principal Priority of Payments on such Interest Payment Date), and
- (iii) the aggregate Initial Current Balance of all Defaulting Loans on such Interest Payment Date is equal to or less than 18 7% of the aggregate Current Balance of the Mortgage Loans comprised in the Portfolio on the Closing Date,

any shortfall in Available Revenue Receipts to pay item (l) of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date,

(e) if

- (i) the Class E Notes are not the Most Senior Class of Notes, or
- (ii) the debit balance on the Class E Principal Deficiency Sub-Ledger on such Interest Payment Date is zero (for the avoidance of doubt, prior to any Available Principal Receipts being applied pursuant to the Pre-Enforcement Principal Priority of Payments on such Interest Payment Date), and
- (iii) the aggregate Initial Current Balance of all Defaulting Loans on such Interest Payment Date is equal to or less than 14 5% of the aggregate Current Balance of the Mortgage Loans comprised in the Portfolio on the Closing Date,

any shortfall in Available Revenue Receipts to pay item (n) of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date,

in each case, as determined by the Cash Manager on the immediately preceding Calculation Date

Interpolated Screen Rate means, in relation to EURIBOR, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between

- (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period, and

- (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period,

as at 11 a.m. on the first day of the relevant Interest Period for euros,

Investment Company Act means the United States Investment Company Act of 1940,

Investor Report means the quarterly report provided by the Cash Manager, with the assistance of the Sub-Servicer, to the Issuer, the Seller, the Security Trustee, the Note Trustee, the Sub-Servicer, the Noteholders, the Certificateholders and the Rating Agencies in respect of the Issuer and substantially in the form set out in Schedule 3 (Form of Investor Report) of the Cash Management Agreement, which will be published on the website at <https://sf.citidirect.com>,

Investor Reporting Date means the second Business Day immediately following the date on which the Cash Manager receives the ECB Report in each of April, July, October and January (commencing in October 2015) in accordance with Clause 7.3 of the Cash Management Agreement, provided that if such ECB Report is not received by the Cash Manager by 1.00 pm on the relevant date, the Investor Reporting Date shall be deemed to mean the third Business Day immediately following the date on which the Cash Manager received the ECB Report,

Irish Stock Exchange means the Irish Stock Exchange plc,

Irrecoverable VAT means any amount in respect of VAT incurred by a party to the Transaction Documents (for the purposes of this definition, a **Relevant Party**) as part of a payment in respect of which it is entitled to be reimbursed or indemnified under the relevant Transaction Documents to the extent that the Relevant Party is not reasonably able to receive and retain a credit, deduction or repayment of such VAT (as input tax as that expression is defined in section 24(1) of the Value Added Tax Act 1994 or under Article 168 of the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) or any provision of a similar nature, under the law of a member state of the European Union or elsewhere),

ISDA means the International Swaps and Derivatives Association, Inc.,

ISDA Definitions means the 2006 ISDA Definitions, as published by ISDA,

ISDA Master Agreement means the 1992 ISDA Master Agreement (Multicurrency – Cross Border), as published by ISDA,

Issuer means Kingswood Mortgages 2015-1 plc (registered number 9541195), a public limited company incorporated under the laws of England and Wales, whose registered office is at 35 Great St. Helen's, London EC3A 6AP,

Issuer Account means the deposit account (account number 17663331, sort code 18-50-08) in the name of the Issuer held with the Issuer Account Bank and maintained subject to the terms of the Bank Account Agreement and the Deed of Charge or such additional or replacement account as may for the time being be in place pursuant to the Cash Management Agreement with the prior consent of the Security Trustee and designated as such,

Issuer Account Balance means amounts standing to the credit of the Issuer Account from time to time,

Issuer Account Bank means Citibank N.A., London Branch, acting as Issuer Account Bank under the terms of the Bank Account Agreement, or such other person as may from time to time be

appointed as Issuer Account Bank at which the Issuer Account is maintained from time to time pursuant to the Bank Account Agreement,

Issuer Account Bank Termination Event has the meaning given to it in Clause 9.1 of the Bank Account Agreement,

Issuer Account Mandate means the form of bank mandate relating to the Issuer Account as set out in Schedule 1 (Form of Issuer Account Mandate) to the Bank Account Agreement,

Issuer Power of Attorney means the power of attorney granted by the Issuer in favour of the Security Trustee under the Deed of Charge on the Closing Date substantially in the form set out in Schedule 1 (Issuer Power of Attorney) to the Deed of Charge,

Issuer Profit Amount has the meaning given to it in Paragraph 8(e) (Application of Available Receipts prior to the service of an Enforcement Notice) of Schedule 2 (Cash Management and Maintenance of Ledgers) to the Cash Management Agreement,

Issuer Profit Ledger means the ledger maintained by the Cash Manager to record as a credit amounts retained by the Issuer as profit in accordance with the Pre-Enforcement Priority of Payments and/or the Post-Enforcement Priority of Payments (as applicable) and as a debit any amount used to discharge any tax liability of the Issuer,

ITA means the Income Tax Act 2007,

Joint Lead Manager or Lead Manager means either of Macquarie Bank International Limited, a limited liability company incorporated under the laws of England and Wales, with registered number 06309906 with its registered office at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD, or Merrill Lynch International, (registered number 02312079) a private limited company incorporated under the laws of England and Wales whose registered office is at 2 King Edward Street, London EC1A 1HQ and together the **Joint Lead Managers**,

Junior Master Servicing Fee has the meaning given to such term in Clause 11 of the Master Servicing Agreement,

Law includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction and any present or future directive, regulation, guideline, practice, concession, request or requirement whether or not having the force of law issued by any governmental body, agency or department or any central bank or other fiscal, monetary, taxation, regulatory, self-regulatory or other authority or agency,

Ledgers means the Issuer Profit Ledger, Principal Ledger, the Revenue Ledger, the Rated Note Reserve Fund Ledgers, the Principal Deficiency Ledgers, the Swap Collateral Ledger and any additional ledger operated in accordance with the Cash Management Agreement (for the avoidance of doubt, the Ledgers will not be required to be kept in physical form and where it is expressed in the Transaction Documents that amounts are standing to the credit of the relevant Ledger this means that such amounts are standing to the credit of the Issuer Account and can be identified as being of the particular nature to be recorded on such Ledger),

Liability means, in respect of any person, any loss, damage, cost, charge, award, claim, demand, expense, judgment, action, proceeding or other liability including legal costs and expenses properly incurred (including, in each case, Irrecoverable VAT in respect thereof),

Life Insurance Policy means an insurance policy taken by any Borrower with any life insurance company, which pays out upon the death of the insured, combined with a capital insurance policy

which pays out on an agreed date (which may not necessarily be the date on which the Mortgage Loan of such Borrower is repayable) any amount (which may be less than the Current Balance under the Mortgage Loan of such Borrower),

Loan Receivable means, in respect of any Mortgage Loan, any and all, present and future, rights of the Seller against the relevant Borrower under or in connection with any Mortgage Loan,

Loan Agreement means, in relation to a Mortgage Loan, the loan agreement entered into between the relevant Borrower and the relevant Originator,

Loan Files means the following documents pertaining to a particular Mortgage Loan (in electronic form or on paper)

- (a) copy of the Mortgage Certificate (*Grundschuldbrief*),
- (b) copy of proof of registration of the Mortgage in the land register,
- (c) Life Insurance Policies, if any,
- (d) valuation report (if applicable),
- (e) request for loan, and
- (f) any other relevant correspondence with the Borrower or any third party

Loan Indemnity Warranty Payments means (in respect of any material breach of any Loan Warranty), the indemnity payments made by the Seller (failing which MBL as guarantor under the Mortgage Sale Agreement) following the end of the Prescribed Period (or in respect of Purchased Loan Receivables which have not already been the subject of a repurchase notice, if the Issuer (or the Master Servicer on its behalf) has not served a notice requiring repurchase of the relevant Purchased Loan Receivable and its Related Security prior to 15 Business Days before the end of the Prescribed Period) in accordance with Clause 8 9 of the Mortgage Sale Agreement,

Loan Receivables Assignment Agreement has the meaning given to such term in clause 1 1 of the Mortgage Sale Agreement,

Loan Receivables Re-Assignment Agreement has the meaning given to such term in clause 1 1 of the Mortgage Sale Agreement,

Loan Warranties means the Seller Loan Warranties,

LP (MP) Act means the Law of Property (Miscellaneous Provisions) Act 1994,

Losses means (a) all realised losses on the Mortgage Loans which are not recovered from the proceeds following the sale of the Property to which such Mortgage Loan relates and (b) any loss to the Issuer as a result of an exercise of any set-off by any Borrower in respect of its Mortgage Loan,

LTMV Ratio means the loan to market value ratio, as at origination,

Main Securities Market means the regulated market of the Irish Stock Exchange,

Majority Certificateholder means (a) (where the Residual Certificates are represented by Definitive Certificates) the holder of greater than 75 per cent of the Residual Certificates or (where the Residual Certificates are represented by the Global Certificate) the Indirect Participant who holds the beneficial interest in more than 75 per cent of the Residual Certificates or (b) where no person

holds greater than 75 per cent of the Residual Certificates or, as applicable, beneficial interest in more than 75 per cent of the Residual Certificates, the person who holds the greatest number of the Residual Certificates or, as applicable, beneficial interest in the greatest number of the Residual Certificates,

Majority Certificateholder Portfolio Purchase Option means the option granted by the Issuer to the Majority Certificateholder pursuant to *Residual Certificates Condition 8 (Majority Certificateholder Portfolio Purchase Option)*, to require the Issuer, on any Interest Payment Date falling after the Optional Redemption Date to

- (a) sell and transfer to the Majority Certificateholder or its nominee (specified as such in the Exercise Notice) the beneficial title to all (but not some) Mortgage Loans and Related Security in the Portfolio (the **Majority Certificateholder Portfolio Purchase Option Loans**),
- (b) transfer to the Majority Certificateholder the right to have legal title to the Majority Certificateholder Portfolio Purchase Option Loans and their Related Security, and
- (c) direct that the title of all Purchased Loan Receivables and Related Security in the Portfolio be transferred to the Majority Certificateholder or its nominee (specified as such in the Exercise Notice) in accordance with and subject to the terms of the Master Servicing Agreement on or prior to the Majority Certificateholder Portfolio Purchase Option Date,

in each case subject to the terms of the Residual Certificates,

Majority Certificateholder Portfolio Purchase Option Date means an Interest Payment Date on which all conditions to completion of the Majority Certificateholder Purchase Option will have been satisfied,

Majority Certificateholder Portfolio Purchase Option Loans has the meaning given to it in paragraph (a) of the definition of "Majority Certificateholder Portfolio Purchase Option",

Majority Certificateholder Portfolio Purchase Option Purchase Price means an amount equal to

- (a) the aggregate Principal Amount Outstanding of the Rated Notes, the Class F Notes and the Subordinated Notes plus accrued and unpaid interest up to and including the proposed Majority Certificateholder Portfolio Purchase Option Date, plus
- (b) an amount required to satisfy items (a) to (e) and (t) of the Pre-Enforcement Revenue Priority of Payments on the proposed Majority Certificateholder Portfolio Purchase Option Date, plus
- (c) the Issuer's costs and expenses associated with transferring its interests in the Majority Certificateholder Portfolio Purchase Option Loans and their Related Security to the Majority Certificateholder or its nominee (if any), less
- (d) Available Revenue Receipts and Available Principal Receipts on such date (disregarding the amount of any payment to be made under Residual Certificates Condition 8 on such date, which is to be applied as Available Revenue Receipts or Available Principal Receipts),

Markets in Financial Instruments Directive means Directive 2004/39/EC,

Master Definitions and Construction Schedule means this master definitions and construction schedule,

Master Servicer means L2 B V , a private limited company incorporated under the laws of The Netherlands, with registered number 56649800, whose registered office in the United Kingdom is at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD, or such other person as may from time to time be appointed as master servicer of the Mortgage Loans pursuant to the Servicing Agreement,

Master Servicer Services has the meaning given to such term in the Master Servicing Agreement,

Master Servicer Termination Event has the meaning given to such term in the Master Servicing Agreement,

Master Servicing Agreement means the master servicing agreement dated on or about the Closing Date between, among others, the Issuer, the Master Servicer, the Back-Up Servicing Facilitator and the Security Trustee,

Master Servicing Fee means the Senior Master Servicing Fee and the Junior Master Servicing Fee,

Material Adverse Effect means, as the context requires

- (a) a material adverse effect on the business, assets, prospects or financial condition of the Issuer, the Seller or the Retention Holder,
- (b) a material adverse effect on the ability of the Issuer, the Master Servicer, the Seller or the Retention Holder to perform its obligations under any Transaction Document to which it is a party,
- (c) a material adverse effect on the legality, validity or enforceability of, or the effectiveness or ranking of any Transaction Document (including, without limitation, any Security Interest granted or purported to be granted pursuant to, any Security Document), or
- (d) a material adverse effect on the interests, rights or remedies of any Secured Creditor in respect of any Transaction Document,

MBL means Macquarie Bank Limited, London Branch acting in its role as guarantor under the Mortgage Sale Agreement,

Member State means a member state of the European Union,

Modified Following Business Day Convention has the meaning given to it in the ISDA Definitions,

Moody's means Moody's Investors Service Limited,

Monthly Cut-off Date means the last calendar day of each calendar month,

Mortgage means, in respect of any Loan Receivable, a mortgage (*Grundschild*) in the form of a certificated mortgage (*Briefgrundschild*) securing such Loan Receivable,

Mortgage Conditions means, in relation to any Mortgage Loan, the terms and conditions applicable to such Mortgage Loan, as set forth in the relevant mortgage deed and/or in any loan document, offer document or any other document and/or in any applicable general terms and conditions for mortgages of the Originator from time to time in effect,

Mortgage Certificate means, in relation to any Mortgage, the certificate (*Grundschildbrief*) issued pursuant to §§ 1116(1), 1192(1) of the German Civil Code in respect of such Mortgage,

Mortgage Deed means, in respect of any Mortgage, the deed in written form creating that Mortgage,

Mortgage Document means any agreement (including a Mortgage, Mortgage Deed and/or Loan Agreement) in relation to a Mortgage Loan between the relevant lender and a Borrower,

Mortgage Interest Rate means, in respect of each Mortgage Loan, the interest rate applicable to such Mortgage Loan at any time,

Mortgage Loan means any residential mortgage loan (which as of the Cut-off Date immediately preceding the Closing Date has been fully disbursed) granted by the Originator to the relevant Borrower and secured by, *inter alia*, a first ranking or first ranking and sequentially lower ranking right of mortgage on property situated in Germany (*Grundschulden*) for which a Mortgage Certificate (*Grundschuldbrief*) has been issued, as evidenced by the relevant loan agreement underlying such Mortgage Loan,

Mortgage Sale Agreement means the mortgage sale agreement dated on or about the Closing Date and made between, among others, the Seller, the Issuer and the Security Trustee in relation to the sale of the Portfolio to the Issuer,

Mortgaged Property means (i) a real property, (ii) an apartment right (*Wohnungseigentum*), or (iii) a hereditary building right (*Erbbaurecht*), in each case situated in Germany and primarily for residential usage,

Most Senior Class of Notes means, in respect of the Notes, the Class A Notes or, if there are no Class A Notes then outstanding, the Class B Notes or, if there are no Class A or Class B Notes then outstanding, the Class C Notes or, if there are no Class A, Class B or Class C Notes then outstanding, the Class D Notes or, if there are no Class A, Class B, Class C or Class D Notes then outstanding, the Class E Notes or, if there are no Rated Notes outstanding, the Class F Notes or, if there are no Rated Notes or Class F Notes left outstanding, the Subordinated Notes,

Non-Responsive Rating Agency has the meaning given in Condition 19 (*Non-responsive Rating Agency*),

Note Certificates means the Registered Definitive Notes, the Global Notes, or both, as the context may require,

Note Principal Payment means the Principal Amount Outstanding of each Class of Notes, redeemed on each Interest Payment Date in accordance with the relevant Priority of Payments

Note Trustee means Citicorp Trustee Company Limited, acting as Note Trustee under the terms of the Trust Deed, or such other person or persons as may from time to time be appointed as Note Trustee (or co-trustee) pursuant to the Trust Deed,

Noteholders means the registered holders for the time being of the Notes, or if preceded by a particular Class designation of Notes, the registered holders for the time being of such Class of Notes,

Note-Issuing Company means a "note-issuing company" for the purposes of regulation 5 of the Securitisation Tax Regulations,

Notes means each of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes,

Notices Conditions means

- (a) in relation to the Notes, Condition 16 (*Notice to Noteholders*), and
- (b) in relation to the Residual Certificates, Residual Certificates Condition 15 (*Notice to Certificateholders*),

Notional Amount means

- (a) in respect of each Swap Calculation Period (other than the first Swap Calculation Period), an amount notified by the Master Servicer in Euro equal to the aggregate Outstanding Principal Balance of the Performing Mortgage Loans in the Portfolio on the basis of the start of day position on the Fixed Interest Reference Date immediately preceding the relevant Swap Calculation Period, as adjusted to reflect any repurchases by the Seller in accordance with the Mortgage Sale Agreement that take effect on or prior to the Calculation Date immediately preceding the immediately preceding Calculation Date (if applicable), and
- (b) in respect of the first Swap Calculation Period, an amount notified by the Master Servicer in Euro equal to the aggregate Outstanding Principal Balance of the Performing Mortgage Loans in the Portfolio on the basis of the start of day position on the first Fixed Interest Reference Date,

NSS means the New Safekeeping Structure for registered global securities which are intended to constitute eligible collateral for Eurosystem monetary policy operations,

OC Principal Deficiency Sub-Ledger means the principal deficiency ledger relating to the Overcollateralisation Amount and maintained by the Cash Manager in accordance with the Cash Management Agreement,

Official List means the list of securities or units admitted to listing on the Irish Stock Exchange which is published by the Irish Stock Exchange on a daily basis,

Optional Redemption Date means the Interest Payment Date falling in July 2020,

Optional Repurchase Collections means all amounts received in respect of the Purchased Loan Receivables and their Related Security received by the Issuer from (and including) the Monthly Cut Off Date immediately preceding the Optional Repurchase Date to (but excluding) the Optional Repurchase Date,

Optional Repurchase Date has the meaning given to it in Clause 9.1 (Optional Repurchase of the Portfolio by the Seller) of the Mortgage Sale Agreement,

Optional Repurchase Period has the meaning given to it in Clause 9.1 (Optional Repurchase of the Portfolio by the Seller) of the Mortgage Sale Agreement,

Optional Repurchase Price means, in respect of the repurchase by the Seller of the Portfolio in full pursuant to Clause 9.1 of the Mortgage Sale Agreement, an amount equal to the greater of

- (a) the aggregate Current Balance of the Loans (excluding any Enforced Loans) comprising the Portfolio determined as at the immediately preceding Monthly Cut Off Date, and
- (b) without double counting, the greater of (i) zero and (ii) the amount required by the Issuer to pay in full all amounts payable under items (a) to (p) (inclusive) of the Pre Enforcement Revenue Priority of Payments and items (a) to (c) (inclusive) of the Pre Enforcement Principal Priority of Payments, in each case on the immediately following Interest Payment

Date, less any Available Revenue Receipts and Available Principal Receipts otherwise available to the Issuer,

in each case, plus an amount equal to the Repurchase Cost (if any) in connection with such repurchase,

Ordinary Resolution has the meaning given to it in Paragraph 1 (Definitions) of Schedule 5 (Provisions for Meetings of Noteholders and Certificateholders) to the Trust Deed,

Originator means Paratus AMC GmbH (formerly known as GMAC-RFC Servicing GmbH and, before that, as GMAC-RFC Bank GmbH), having its registered office at Hohenstaufenstraße 7, 65189 Wiesbaden, 65189 Wiesbaden, Germany, registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Wiesbaden under number HRB 13464,

outstanding means, in relation to the Notes, all the Notes issued from time to time other than

- (a) those Notes which have been redeemed in full and cancelled pursuant to the Conditions,
- (b) those Notes in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption monies (including all interest payable thereon) have been duly paid to the Note Trustee or to the Principal Paying Agent in the manner provided in the Agency Agreement (and where appropriate notice to that effect has been given to the relevant Noteholders in accordance with the Conditions) and remain available for payment against presentation of the relevant Notes,
- (c) those Notes which have been cancelled in accordance with Condition 8.8 (*Cancellation on redemption in full*),
- (d) those Notes which have become void or in respect of which claims have become prescribed, in each case under Condition 10 (*Prescription*),
- (e) those mutilated or defaced Notes which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Condition 15 (*Replacement of Notes*),
- (f) (for the purpose only of ascertaining the Principal Amount Outstanding of the Notes outstanding and without prejudice to the status for any other purpose of the relevant Note) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 15 (*Replacement of Notes*), and
- (g) any Global Note to the extent that it shall have been exchanged for another Global Note in respect of the Notes of the relevant Class or for the Notes of the relevant Class in definitive form pursuant to the Conditions,

provided that any Notes which are for the time being held by or on behalf of or for the benefit of the Seller (alone or together with any Seller Related Person), in each case as beneficial owner shall (unless and until ceasing to be so held) be deemed not to remain outstanding only for the purposes of voting on any Basic Terms Modification if at that time the Seller, alone or together with any Seller Related Person is also the Majority Certificateholder,

Outstanding Principal Balance of a Purchased Loan Receivable means, on any date, the aggregate outstanding principal balance of the Mortgage Loan at such date (but without double counting) comprising

- (a) the original principal amount advanced to the relevant Borrower, together with any further advance made prior to the relevant date, in each case secured or intended to be secured by the related Mortgage and which has not been paid, repaid or prepaid by the relevant Borrower, and
- (b) any interest, disbursement, legal expense, fee, charge, rent, service charge, premium or payment which has not been paid by the relevant Borrower and which has been properly capitalised in accordance with the relevant Mortgage Conditions or with the relevant Borrower's consent and added to the amounts secured or intended to be secured by the related Mortgage,

on the basis of the start of day position on such date (which for the avoidance of doubt is inclusive of any interest rate accrual amount relating to the previous month or otherwise that has been applied on such day, but is exclusive of any other payments or postings on such date),

Overcollateralisation Amount means the amount to be calculated on the Closing Date as an amount equal to the Outstanding Principal Balance of the Mortgage Loans as at the Cut-off Date minus the Principal Amount Outstanding of the Notes (other than the Subordinated Notes) as at the Closing Date,

Parent means Macquarie Bank Limited, London Branch, a private limited company, whose registered office is at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD,

Pari Passu Conditions means conditions that will be satisfied on any Interest Payment Date prior to the Rated Notes being repaid in full and prior to the service of an Enforcement Notice if, taking into account the application of Available Revenue Receipts and Available Principal Receipts that would have been applied on that Interest Payment Date (assuming the Pari Passu Conditions would not be satisfied on such Interest Payment Date), (a) the aggregate principal amount outstanding of the Class F Notes and Subordinated notes would exceed 19.9% of the aggregate Principal Amount Outstanding of all Notes then outstanding, (b) the OC Principal Deficiency Sub-Ledger has a debit balance of no more than €11,500,000 and (c) the Class F Principal Deficiency Sub-Ledger has a balance of zero,

Participants means persons that have accounts with Euroclear or Clearstream, Luxembourg,

Paying Agents means the Principal Paying Agent and any further or other paying agents appointed under the Agency Agreement,

Payment Account means the account or accounts established with Citibank, N A , London Branch under the Bank Account Agreement and from which amounts may be invested in Authorised Investments,

Payment Account Amount means all amounts for the time being deposited and held in the Issuer Account, including all interest accrued thereon and credited to the Issuer Account from time to time,

Performing Mortgage Loans means the Mortgage Loans which, as at the relevant Fixed Interest Reference Date, are not more than three months in arrears,

Personal Data means any information of whatever nature satisfying the definition of "personal data" in the Data Protection Act that, by whatever means, is provided to the Data Processor by the Data Controller, is accessed by the Data Processor on the authority of the Data Controller or is otherwise received by the Data Processor on the Data Controller's behalf, for the purposes of the Processing specified in the Servicing Agreement,

Pledged German Security has the meaning given to such term in clause 3.1 of the German Security Agreement,

Portfolio means the portfolio of Mortgage Loans, the Mortgages, the Related Security and all rights, interest, benefit, income and payments sold to the Issuer by the Seller on the Closing Date but excluding (for the avoidance of doubt) any Mortgage Loan and its Related Security which is repurchased by the Seller, in each case pursuant to the Mortgage Sale Agreement and no longer beneficially owned by the Issuer,

Post-Enforcement Priority of Payments means the manner and priority of payments in which amounts received or recovered by the Security Trustee or any Receiver appointed by it in connection with the enforcement of the Security (other than those excluded under Clause 7.2 (Post-Enforcement Priority of Payments) of the Deed of Charge) will be applied following the service of an Enforcement Notice on the Issuer, as set out in Clause 7.2 (Post-Enforcement Priority of Payments) of the Deed of Charge,

PRA means the United Kingdom Prudential Regulation Authority, which, together with the FCA, pursuant to the provisions of the Financial Services Act 2012, among other things, replaced the FSA on 1 April 2013,

PRA Rules means the rules established by the PRA and contained in the PRA's Handbook from time to time,

Pre-Enforcement Principal Priority of Payments means the manner and priority of payments in which Available Principal Receipts will be applied prior to the service of an Enforcement Notice on the Issuer, as set out in paragraph 9 (Application of Available Principal Receipts prior to the service of an Enforcement Notice) of Schedule 2 (Cash Management and Maintenance of Ledgers) to the Cash Management Agreement,

Pre-Enforcement Revenue Priority of Payments means the manner and priority of payments in which Available Revenue Receipts will be applied prior to the service of an Enforcement Notice on the Issuer, as set out in paragraph 8 (Application of Available Revenue Receipts prior to service of an Enforcement Notice by the Note Trustee on the Issuer) of Schedule 2 (Cash Management and Maintenance of Ledgers) to the Cash Management Agreement,

Prepayment Penalties means any prepayment penalties to be paid by a Borrower under a Mortgage Loan as a result of the relevant Purchased Loan Receivable being repaid (in whole or in part) prior to the maturity date of such Mortgage Loan other than (i) on a date whereon the interest rate is reset or (ii) otherwise permitted,

Prescribed Period means the period of 120 days (including the last day of that period) commencing on the date that the Purchased Loan Receivable and the Related Security was acquired by the Issuer pursuant to the Mortgage Sale Agreement or such greater period as may be agreed between the Seller and the Australian Prudential Regulation Authority,

Principal Amount Outstanding has the meaning set out in Condition 8.6 (*Principal Amount Outstanding*),

Principal Deficiency Ledger means the Class A Principal Deficiency Sub-Ledger, the Class B Principal Deficiency Sub-Ledger, the Class C Principal Deficiency Sub-Ledger, the Class D Principal Deficiency Sub-Ledger, the Class E Principal Deficiency Sub-Ledger, the Class F Principal Deficiency Sub-Ledger and the OC Principal Deficiency Sub-Ledger (each a **Principal Deficiency Sub-Ledger**), maintained by the Cash Manager on behalf of the Issuer,

Principal Ledger means the ledger maintained by the Cash Manager on behalf of the Issuer which records all Principal Receipts received by the Issuer and the distribution of the Principal Receipts in accordance with the Pre Enforcement Principal Priority of Payments or the Post Enforcement Priority of Payments (as applicable),

Principal Paying Agent means Citibank N A , London Branch, acting as Principal Paying Agent under the terms of the Agency Agreement, or such other person as may from time to time be appointed as Principal Paying Agent pursuant to the Agency Agreement,

Principal Receipts means (a) principal repayments under the Mortgage Loans (including payments of arrears of principal and Capitalised Amounts), (b) recoveries of principal from defaulting Borrowers under Mortgage Loans being enforced, (c) recoveries of principal from defaulting Borrowers under Mortgage Loans in respect of which enforcement procedures relating to the sale of the property and the Related Security have been completed (including the proceeds of sale of the relevant Property, to the extent such proceeds of sale are deemed to be principal but excluding all amounts received following a sale of the relevant Property), (d) any payment pursuant to any insurance policy in respect of a Property in connection with a Mortgage Loan in the Portfolio, to the extent such payment is deemed to be principal, (e) the proceeds of the repurchase of any Purchased Loan Receivables and Related Security and any Loan Indemnity Warranty Payment (but for the avoidance of doubt, excluding amounts attributable to Accrued Interest and Arrears of Interest thereon as at the relevant repurchase date or at the date on which the Loan Indemnity Warranty Payment is made), (f) such portion of any Majority Certificateholder Portfolio Purchase Option Purchase Price or any proceeds of the Refinancing Notes which does not comprise Revenue Receipts pursuant to sub-paragraph (e) of the definition thereof and (g) any other payment received by the Issuer in the nature of principal

Priority of Payments or Priorities of Payments means each and any of the Pre-Enforcement Revenue Priority of Payments, Pre-Enforcement Principal Priority of Payments and/or the Post-Enforcement Priority of Payments, as the case may be,

Processing has the meaning given in the Data Protection Act,

Prospectus means the prospectus dated 14 July 2015 in relation to the issue of the Notes and approved by the Central Bank of Ireland,

Prospectus Directive means Directive 2003/71/EC (as amended),

Purchase Price has the meaning given to it in Clause 2 1 (Agreement to the Sale and Purchase of the Portfolio) of the Mortgage Sale Agreement,

Purchased Loan Receivable has the meaning given to such term in clause 2 1 of the Mortgage Sale Agreement

Rate of Interest has the meaning given in Condition 6 3 (*Rate of Interest*),

Rated Note Reserve Fund means the fund established on the Closing Date, which will be credited with the Rated Note Reserve Fund Required Amount from part of the proceeds of the Subordinated Noteholders' subscription for the Subordinated Notes on the Closing Date,

Rated Note Reserve Fund Available Amount means on any Interest Payment Date the amount equal to the greater of (a) zero and (b) the amount standing to the credit of the Rated Note Reserve Fund Ledger on such Interest Payment Date (for the avoidance of doubt, prior to any amounts being debited from the Rated Note Reserve Fund Liquidity Sub-Ledger on such Interest Payment Date), less the Rated Note Reserve Fund Required Liquidity Amount on such Interest Payment Date,

Rated Note Reserve Fund Available Amounts Sub-Ledger means the ledger maintained by the Cash Manager on behalf of the Issuer (on the Rated Note Reserve Fund Ledger) which records amounts credited to, and debited from the Rated Note Reserve Fund with respect to Rated Note Reserve Fund Available Amounts from time to time,

Rated Note Reserve Fund Ledger means each of the ledgers maintained by the Cash Manager on behalf of the Issuer which records amounts credited to, and debited from, the Rated Note Reserve Fund, and consists of each of the Rated Note Reserve Fund Liquidity Sub-Ledger and the Rated Note Reserve Fund Available Amounts Sub-Ledger and **Rated Note Reserve Fund Ledgers** means both of them,

Rated Note Reserve Fund Liquidity Release Amount has the meaning given to in paragraph 3.5 of Schedule 2 to the Cash Management Agreement

Rated Note Reserve Fund Liquidity Sub-Ledger means the ledger maintained by the Cash Manager on behalf of the Issuer (on the Rated Note Reserve Fund Ledger) which records amounts credited to, and debited from the Rated Note Reserve Fund with respect to Rated Note Reserve Fund Liquidity Release Amount from time to time,

Rated Note Reserve Fund Required Amount means on any Interest Payment Date up to (but excluding) the Final Redemption Date an amount equal to 3.5 per cent of the Principal Amount Outstanding of the Rated Notes as at the Closing Date and, on each Interest Payment Date on and following the Final Redemption Date, zero. On the Closing Date, the Rated Note Reserve Fund Required Amount will be equal to €6,182,050,

Rated Note Reserve Fund Required Liquidity Amount will be

- (a) on any Interest Payment Date up to (but excluding) the Final Redemption Date, an amount equal to 3.5% of the Principal Amount Outstanding of the Rated Notes on such Interest Payment Date prior to application of the Available Principal Receipts and the Available Principal Receipts in accordance with the applicable Priority of Payments on such Interest Payment Date, and
- (b) on each Interest Payment Date following the Final Redemption Date, zero

Rated Noteholders means the registered holders for the time being of the Rated Notes, or if preceded by a particular Class designation of the Rated Notes, the registered holders for the time being of such Class of the Rated Notes,

Rated Notes means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes,

Rated Notes Pro Rata Amount means (i) all amounts of Available Principal Receipts available to be paid to holders of the Notes on such Interest Payment Date (after having accounted for amounts that rank senior in the Post-Enforcement Priority of Payments) *multiplied* by (ii) (a) the aggregate Principal Amount Outstanding of the Rated Notes *divided* by (b) the Principal Amount Outstanding of all Notes then outstanding,

Rating Agencies means DBRS and Moody's,

Rating Agency Confirmation has the meaning given in Condition 19 (*Non-responsive Rating Agency*),

RC Certificates means the Definitive Residual Certificates, the Global Residual Certificates, or both, as the context may require,

Re-Assignment of Mortgages has the meaning given to such term in clause 1.1 of the Mortgage Sale Agreement,

Reasonable, Prudent Residential Mortgage Servicer means a reasonably prudent residential mortgage servicer who is servicing residential mortgage loans and their collateral security in respect of residential property in Germany and which have in all material respects the same or similar characteristics to the Portfolio,

Receiver means any person or persons appointed (and any additional person or persons appointed or substituted) as an administrative receiver, receiver, manager, or receiver and manager of the Charged Assets by the Security Trustee pursuant to the Deed of Charge,

Reconciliation Amount means in respect of any Collection Period, (i) the actual Principal Receipts as determined in accordance with the available Third Business Day Report, less (ii) the Calculated Principal Receipts in respect of such Collection Period, plus (iii) any Reconciliation Amount not applied in previous Collection Periods,

Reference Bank Rate means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent Bank at its request by the Reference Banks, in relation to EURIBOR, as the rate at which the relevant Reference Bank could borrow funds in the London interbank market, in the relevant currency and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period,

Reference Banks means the principal London office of each of the three major banks engaged in the London interbank market selected by the Agent Bank (in consultation with the Issuer), provided that, once a Reference Bank has been selected by the Agent Bank, that Reference Bank shall not be changed unless and until it ceases to be capable of acting as such,

Refinancing Call Option means the option of the Issuer, on giving not more than 30 nor less than 14 days' notice to the holders of the Notes and the Note Trustee in accordance with Condition 8.6, to redeem (in full and not in part) any Notes outstanding on any Interest Payment Date falling on and from the Optional Redemption Date using the proceeds of the issuance of Refinancing Notes,

Refinancing Facilitator means Macquarie Bank Limited, London Branch,

Refinancing Notes means the notes issued on and from the Optional Redemption Date to facilitate refinancing contemplated by Condition 8.6,

Refinancing Option Date means the date on which the Notes will be redeemed in accordance with Condition 8.6,

Register means the register of Noteholders and Certificateholders kept by the Registrar and which records the identity of each Noteholder, the number of Notes that each Noteholder owns and the number of Residual Certificates that each Certificateholder owns,

Registered Definitive Notes means any of the Notes in definitive registered form,

Registrar means Citibank N A, London Branch acting as Registrar under the Agency Agreement to record the holders of the Notes and the Residual Certificates or such other person as may be appointed from time to time pursuant to the Agency Agreement,

Regulation S or Reg S means Regulation S under the Securities Act,

Regulations has the meaning given in Clause 4.3 (Restrictions on transfer) of the Agency Agreement,

Regulator means a Relevant Regulator,

Regulatory Direction means, in relation to any person, a direction or requirement of any Governmental Authority with whose directions or requirements such person is accustomed to comply,

Related Security means, with respect to any Purchased Loan Receivable

- (a) the Mortgage(s) (*Briefgrundschulden*) relating to such Purchased Loan Receivable,
- (b) any other non-accessory (*nicht-akzessorische*) security rights (including, without limitation, any security assignment over the relevant Borrower's rights in relation to any Life Insurance Policy or Savings Scheme in respect of which such Borrower is the beneficiary) created or existing in favour of the Seller which secures the payment of such Purchased Loan Receivable,
- (c) any present and future claims and rights under such Purchased Loan Receivable or in relation to the relevant Mortgaged Property,
- (d) any claims of the Seller against the relevant Borrower and, as the case may be, the land owner arising out of the personal assumption of liability (*personliche Haftungsubernahme*) pursuant to § 780 of the German Civil Code of such Borrower and, as the case may be, the land owner and the submission to immediate foreclosure (*Unterwerfung unter die sofortige Zwangsvollstreckung*) pursuant to § 794 No. 5 of the German Code of Civil Procedure,
- (e) any ancillary rights in relation to such Purchased Loan Receivable (including, without limitation, rights to determine legal relationships (*Gestaltungsrechte*)), and
- (f) any claims to receive proceeds from the disposal of or enforcement in relation to the security,

Relevant Company means the Issuer and/or Holdings as the case may be,

Relevant Date has the meaning given to it in Condition 10 (*Prescription*) and Residual Certificates Condition 9 (*Prescription*) (as applicable),

Relevant Group Person means the Seller, the Retention Holder, any holding company as defined in section 1159 of the Companies Act 2006 of any of the Seller or the Retention Holder or any other subsidiary as defined in section 1159 of the Companies Act 2006 of either such Holding Company,

Relevant Party has the meaning given to that term in the definition of "Irrecoverable VAT",

Relevant Regulator means

- (a) the FCA, or
- (b) the PRA and the FCA, as applicable,

Replacement Noteholders means the holders of the Replacement Notes,

Replacement Notes means the Notes that the Issuer may issue in accordance with Condition 17 (*Replacement Notes*),

Replacement Swap Agreement means an agreement between the Issuer and a replacement swap provider to replace the Swap Transaction,

Replacement Swap Premium means an amount received by the Issuer from a replacement swap provider, or an amount paid by the Issuer to a replacement swap provider, upon entry by the Issuer into a Replacement Swap Agreement,

Reporting Regulations means the International Tax Compliance (United States of America) Regulations 2013 (SI 2013/1962) or any other regulations made under section 222 of the Finance Act 2013,

Reports has the meaning given to such term in clause 1.1 of the Sub-Servicing Agreement,

Repurchase Cost means the Issuer's and any third party's reasonable and properly incurred costs and expenses associated with transferring its interests in any Mortgage Loan and its Related Security to the Seller,

Repurchase Date has the meaning given to such term in clause 8.9 of the Mortgage Sale Agreement,

Repurchase Price has the meaning given to such term in clause 8.8 of the Mortgage Sale Agreement,

Requirement of Law in respect of any person shall mean

- (a) any law, treaty, rule, requirement or regulation,
- (b) a notice by or an order of any court having jurisdiction,
- (c) a mandatory requirement of any regulatory authority having jurisdiction, or
- (d) a determination of an arbitrator or Governmental Authority,

in each case applicable to or binding upon that person or to which that person is subject or with which it is customary for it to comply,

Residual Certificate Book Entry Interest means a beneficial interest in a Global Certificate representing the Residual Certificates shown on records maintained in book entry form by Euroclear or Clearstream, Luxembourg, as the case may be,

Residual Certificates means the residual certificates issued or due to be issued by the Issuer on the Closing Date,

Residual Certificates Conditions means the terms and conditions of the Residual Certificates set out in Schedule 3 (Terms and Conditions of the Residual Certificates) to the Trust Deed, as any of the same may from time to time be amended, varied or restated in accordance with the provisions of the Trust Deed and any reference to a numbered Residual Certificates Condition shall be construed accordingly,

Residual Payment means

- (i) prior to the delivery of an Enforcement Notice, in respect of each Interest Payment Date, the sum of
 - (A) the amount (if any) by which Available Revenue Receipts exceeds the amounts required to satisfy items (a) to (w) of the Pre-Enforcement Revenue Priority of Payments on that Interest Payment Date, and
 - (B) on any Interest Payment Date on which the Majority Certificateholder Portfolio Purchase Option is exercised, any Revenue Receipts or Principal Receipts received by the Issuer from but excluding the Cut-off Date immediately prior to such Interest Payment Date on which the Majority Certificateholder Purchase Option is exercised to and including such Interest Payment Date,
- (ii) following the delivery of an Enforcement Notice, in respect of each date on which amounts are to be applied in accordance with the Post-Enforcement Priority of Payments, the amount by which amounts available for payment in accordance with the Post-Enforcement Priority of Payments exceeds the amounts required to satisfy items (a) to (m) of the Post-Enforcement Priority of Payments on that date,

Residual Payment Amount means, for Residual Certificates on any date on which amounts are to be applied in accordance with the applicable Priority of Payments, the Residual Payment for that date, divided by the number of Residual Certificates then in issue,

Residual Senior Shortfall means a shortfall in amounts available to pay items (a) to (f) of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date,

Re-Transfer Documents has the meaning given to such term in clause 11 of the Mortgage Sale Agreement,

Revenue Ledger means the ledger maintained by the Cash Manager on behalf of the Issuer which records all Revenue Receipts, any Swap Collateral Account Surplus, amounts credited to the Issuer Account in accordance with the Pre-Enforcement Revenue Priority of Payments and amounts credited to the Issuer Account on the Closing Date from the proceeds of the Subordinated Noteholders' subscription of the Subordinated Notes received by the Issuer and the distribution of the Revenue Receipts and the distribution of any other relevant amounts recorded on the Revenue Ledger in accordance with the Pre-Enforcement Revenue Priority of Payments or the Post Enforcement Priority of Payments (as applicable) or by way of Third Party Amounts,

Revenue Receipts means (a) payments of interest and other fees due from time to time under the Mortgage Loans (including any Early Repayment Charges) and other amounts received by the Issuer in respect of the Purchased Loan Receivables and their Related Security other than payments of interest, fees and other amounts comprising Principal Receipts, (b) recoveries of interest from defaulting Borrowers under Mortgage Loans being enforced, (c) recoveries of all amounts from defaulting Borrowers under Mortgage Loans following enforcement and sale of the relevant property, (d) the proceeds of repurchase or Loan Indemnity Warranty Payment attributable to Accrued Interest and Arrears of Interest only of any Purchased Loan Receivables and Related Security repurchased by the Seller (or MBL or one of its subsidiaries) from the Issuer or in respect of which the Loan Indemnity Warranty Payment has been made, in each case pursuant to the Mortgage Sale Agreement and (e) such (i) portion of the Majority Certificateholder Portfolio Purchase Option Purchase Price as is required to ensure payment in full of all amounts payable under items (a) to (t) (inclusive) (but excluding item (p) of the Pre-Enforcement Revenue Priority of Payments) after taking into account any part of the Majority Certificateholder Portfolio Purchase Option Price provided for in (d) above

and any other Available Revenue Receipts otherwise available to the Issuer and (ii) proceeds from the issuance of the Refinancing Notes as is required to ensure payment in full of all amounts payable under items (a) to (t) (but excluding item (p) of the Pre-Enforcement Revenue Priority of Payments) after taking into account any other Available Revenue Receipts otherwise available to the Issuer,

Retained Accrued Interest means any and all (i) interest accruing (ii) prepayment fees received and (iii) any other fees received in respect of any Mortgage Loan in the period from (but excluding) the Cut-off Date to (but excluding) the Closing Date, provided that such Mortgage Loan is not in arrears with respect to the payment of any amount as at the Closing Date,

Retained Hold Limit means a limit reached when the aggregate Principal Amount Outstanding of the Class F Notes and Subordinated Notes equals 19.9% of the aggregate Principal Amount Outstanding of all Notes then outstanding,

Retention Holder means Macquarie Bank Limited, London Branch,

S&P means Standard & Poor's Rating Services, a division of Standard & Poor's Credit Market Services Europe Limited or its successors,

Savings Scheme means a savings scheme contract (*Bausparvertrag*) entered into by the Borrower with a savings institute,

Scheduled Swap Termination Date means the Swap Payment Date falling in July 2023,

Screen Rate means, in relation to EURIBOR, the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant currency and period displayed on page EURIBOR01 of the Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters. If such page or service ceases to be available, the Agent Bank may specify another page or service displaying the relevant rate after consultation with the Issuer,

Secured Creditors means the Security Trustee, any Receiver appointed by the Security Trustee pursuant to the Deed of Charge, the Note Trustee, the Noteholders, the Certificateholders, the Seller, the Master Servicer, the Back-Up Servicing Facilitator, the Cash Manager, the Swap Provider, the Issuer Account Bank, the Corporate Services Provider, the Paying Agents, the Registrar, the Agent Bank and any other person who is expressed in any deed supplemental to the Deed of Charge to be a secured creditor,

Secured Obligations means any and all of the monies and liabilities which the Issuer covenants and undertakes to pay or discharge under Clause 2 (Issuer's Covenant to Pay) of the Deed of Charge,

Securities Act means the United States Securities Act of 1933,

Securitisation Tax Regulations means the Taxation of Securitisation Companies Regulations 2006 (SI 2006/3296),

Security means the English Security and the German Security,

Security Documents means the Deed of Charge and the German Security Agreement,

Security Interest means any mortgage, sub-mortgage, standard security, charge, sub-charge, sub-security, pledge, lien (other than a lien arising in the ordinary course of business or by operation

of law), assignment in security or other encumbrance or security interest howsoever created or arising,

Security Period means the period beginning on the date of the Deed of Charge and ending on Final Discharge Date,

Security Trustee means Citicorp Trustee Company Limited acting in its capacity as the Security Trustee under the terms of the Deed of Charge and the German Security Agreement (and any other Transaction Document to which it is party), which expression shall include such company and all other persons or companies for the time being acting as security trustee (or co-trustee) pursuant to the terms of the Deed of Charge and the German Security Agreement (and any other Transaction Document to which it is party),

Seller means L2 B V acting in its capacity as seller of the Mortgage Loans and their Related Security to the Issuer pursuant to the Mortgage Sale Agreement,

Seller Loan Warranties means the representations and warranties set out in Schedule 4 (Loan Warranties) to the Mortgage Sale Agreement,

Seller Power of Attorney means the power of attorney executed by the Seller in accordance with the terms of the Mortgage Sale Agreement substantially in the form scheduled to the Mortgage Sale Agreement,

Seller Related Person means any Holding Company or any other Subsidiary of such Holding Company with respect to the Seller or the Retention Holder,

Senior Master Servicing Fee has the meaning given to such term in Clause 11 of the Master Servicing Agreement,

Senior Principal Reallocation Amounts means any Available Principal Receipts (if any) applied by the Issuer in accordance with item (a) of the Pre-Enforcement Principal Priority of Payments to cure Residual Senior Shortfall,

Service Termination Notice has the meaning given to such term in clause 11(a) of the Sub-Servicing Agreement,

Servicer Report means any or all of the reports to be provided by the Master Servicer no later than 1 p m on the second Business Day preceding each Investor Reporting Date in accordance with the terms of the Master Servicing Agreement and detailing, *inter alia*, the information relating to the Portfolio necessary to produce the Investor Report,

Servicing Cut-off Date means the 1st day of each calendar month,

Share Trust Deed means the declaration of trust dated 27 May 2015 pursuant to which the Share Trustee holds the beneficial interest in the share of Holdings on trust for discretionary purposes,

Share Trustee means SFM Corporate Services Limited (registered number 03920255), a company incorporated under the laws of England and Wales, whose principal office is at 35 Great St Helen's, London EC3A 6AP,

Solvency II Regulation means Regulation (EU) 2015/35,

Step-Up Margin means

- (a) in respect of the Class A Notes, 0.45% per annum,
- (b) in respect of the Class B Notes, 1.00% per annum,
- (c) in respect of the Class C Notes, 1.25% per annum,
- (d) in respect of the Class D Notes, 1.375% per annum,
- (e) in respect of the Class E Notes 1.50% per annum, and
- (f) in respect of the Class F Notes 0.00% per annum

Subscription Agreement means the subscription agreement dated 14 July 2015 between, amongst others, the Issuer, the Seller, the Arranger and the Lead Managers,

Subsidiary means a subsidiary as defined in section 1159 of the Companies Act 2006,

Subordinated Noteholders means the persons who for the time being are registered in the Register as holders of the Subordinated Notes,

Subordinated Notes means the €1,770,000 Subordinated floating rate notes due 2052,

Subordinated Notes Pro Rata Amount means (i) all amounts of Available Principal Receipts available to be paid to holders of the Notes on such Interest Payment Date (after having accounted for amounts that rank senior in the Post-Enforcement Priority of Payments) *multiplied* by (ii) (a) the aggregate Principal Amount Outstanding of the Subordinated Notes *divided* by (b) the Principal Amount Outstanding of all Notes then outstanding,

Sub-Servicer means Servicing Advisors Deutschland GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany with its registered office at WestendCarree, Gruneweg 16 to 18, 60322 Frankfurt am Main, Germany, registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Frankfurt am Main under registration number HRB 73137, or such other person as may from time to time be appointed as sub-servicer of the Mortgage Loans pursuant to the Sub-Servicing Agreement,

Sub-Servicer Fee means the fee payable by Macquarie Bank Limited, London Branch to the Sub-Servicer pursuant to the Sub-Servicing Agreement in consideration for the provision by the Sub-Servicer to the Master Servicer of the Sub-Services,

Sub-Servicer Fee Schedule has the meaning given to such term in clause 1.1(a) of the Sub-Servicing Agreement,

Sub-Servicer Termination Event has the meaning given to such term in clause 1.1(a) of the Sub-Servicing Agreement,

Sub-Services has the meaning given to such term in the Sub-Servicing Agreement,

Sub-Servicing Agreement means the sub-servicing agreement dated on or about the date hereof between, amongst others, the Sub-Servicer and Custodian, the Master Servicer, Macquarie Bank Limited, London Branch and the Security Trustee pursuant to which the Sub-Servicer agrees to provide the Sub-Services to the Master Servicer in relation to the Mortgage Loans and their Related Security,

Sub-Servicing Component of the Senior Master Servicing Fee has the meaning given to such term in Clause 11 of the Master Servicing Agreement,

Successor Servicer means any replacement or successor servicer appointed by the Issuer to service the Mortgage Loans,

Swap Agreement means the ISDA Master Agreement (including the schedule and credit support annex thereto) and any confirmation thereunder (each as amended or supplemented from time to time) relating to the Swap Transaction,

Swap Calculation Period means (other than the first Swap Calculation Period), each period that commences on (and includes) a Swap Payment Date and ends on (but excludes) the immediately following Swap Payment Date and in respect of the first Swap Calculation Period, means the period commencing on (and including) the Closing Date and ending on (but excluding) the Swap Payment Date falling on 27 October 2015,

Swap Collateral means the collateral provided by the Swap Provider to the Issuer under the Swap Agreement and includes any interest and distributions in respect thereof,

Swap Collateral Account means the deposit account (account number 17663323, sort code 18-50-08) in the name of the Issuer held with the Issuer Account Bank and maintained subject to the terms of the Bank Account Agreement and the Deed of Charge or such additional or replacement account as may for the time being be in place pursuant to the Cash Management Agreement with the prior consent of the Security Trustee and designated as such,

Swap Collateral Account Mandate means the form of bank mandate relating to the Swap Collateral Account as set out in Schedule 2 (Form of Swap Collateral Account Mandate) to the Bank Account Agreement,

Swap Collateral Account Priority of Payments means the manner and priority of payments in which amounts standing to the credit of the Swap Collateral Account will be applied, as set out in Paragraph 10 (Swap Collateral) of Schedule 2 (Cash Management and Maintenance of Ledgers) of the Cash Management Agreement,

Swap Collateral Account Surplus means the amounts applied as Available Revenue Receipts pursuant to the Swap Collateral Account Priority of Payments,

Swap Collateral Ledger means the ledger maintained by the Cash Manager on behalf of the Issuer which records as a credit (A) any Swap Collateral received from the Swap Provider, (B) any Replacement Swap Premium received by the Issuer from a replacement swap provider, (C) any termination payment received by the Issuer from an outgoing Swap Provider, and (D) Swap Tax Credits and any debiting of the same in accordance with the Swap Collateral Account Priority of Payments,

Swap Credit Support Annex means the credit support annex in the form appended to and which forms a part of the Swap Agreement,

Swap Payment Date means 27 July, 27 October, 27 January and 27 April in each year commencing on 27 October 2015 and ending on the Scheduled Swap Termination Date, in each case subject to adjustment in accordance with the modified following business day convention as set out in the Swap Agreement,

Swap Provider means Macquarie Bank Limited, London Branch,

Swap Provider Default means the occurrence of an Event of Default (as defined in the Swap Agreement) where the Swap Provider is the defaulting party (as defined in the Swap Agreement),

Swap Provider Downgrade Event means the occurrence of an Additional Termination Event (as defined in the Swap Agreement) following the failure by the Swap Provider to comply with the requirements of the ratings downgrade provisions set out in the Swap Agreement,

Swap Provider Swap Amount means the amount in Euro produced by applying three month (or, in respect of the first Swap Calculation Period, the linear interpolation of three and six month) EURIBOR for the relevant Swap Calculation Period to the Notional Amount of the Swap Transaction for the relevant Swap Calculation Period and multiplying the resulting amount by the Floating Rate Day Count Fraction,

Swap Tax Credits means any credit, allowance, set off or repayment received by the Issuer in respect of tax from the tax authorities of any jurisdiction relating to any deduction or withholding giving rise to an increased payment by the Swap Provider to the Issuer under the terms of the Swap Agreement,

Swap Transaction means the swap transaction documented under the Swap Agreement entered into by the Swap Provider and the Issuer to provide hedge against the possible variance between the fixed rate of interest payable on the Mortgage Loans in the Portfolio and the rate of interest under the Rated Notes being calculated by reference to EURIBOR,

Tax means any present or future tax and any levy, impost, duty, charge, fee, deduction or withholding in the nature of tax (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of any jurisdiction or any sub-division of it or by any authority in it having power to tax, and **taxes, taxation, taxable** and comparable expressions shall be construed accordingly,

Third Party Amounts has the meaning given to it in paragraph (k) of the definition of "Available Revenue Receipts",

Third Business Day Report has the meaning given to it in Clause 1.1(a) of the Sub-Servicing Agreement,

Transaction means any transaction contemplated by the Transaction Documents,

Transaction Documents means the Master Servicing Agreement, the Sub-Servicing Agreement, the Agency Agreement, the Bank Account Agreement, the Collection Account Pledge Agreement, the Cash Management Agreement, the Corporate Services Agreement, the Deed of Charge, the Swap Agreement, the German Security Agreement, the Share Trust Deed, the Issuer Power of Attorney, this Master Definitions and Construction Schedule, the Mortgage Sale Agreement, the Transfer Documents, any Re-Transfer Documents, the Master Servicer Power of Attorney, the Trust Deed and such other related documents which are referred to in the terms of the above documents or which relate to the issue of the Notes and/or the Residual Certificates,

Transfer Documents has the meaning given to such term in clause 1.1 of the Mortgage Sale Agreement,

Trust Corporation means a corporation entitled by rules made under the Public Trustee Act 1906 to carry out the functions of a custodian trustee,

Trust Deed means the trust deed dated on or about the Closing Date between the Issuer, the Security Trustee and the Note Trustee constituting the Notes,

Trustee Acts means the Trustee Act 1925 and the Trustee Act 2000,

UK Government Securities means Sterling gilt-edged securities and/or Sterling treasury bills,

United Kingdom or UK means the United Kingdom of Great Britain and Northern Ireland,

United States means the United States of America,

Unpaid Additional Note Payments means the Class B Unpaid Additional Note Payments, the Class C Unpaid Additional Note Payments, the Class D Unpaid Additional Note Payments, the Class E Unpaid Additional Note Payments and each an **Unpaid Additional Note Payment** as the context so requires,

Unpaid Sum means any sum due and payable under any Transaction Document or in respect of any judgment or decree of any court awarded against a party to a Transaction Document in connection with the Transaction Documents, that was not paid on its due date,

U.S. Persons means U S Persons as defined in Regulation S under the Securities Act,

VAT means

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112), and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere, and

Voting Certificate has the meaning given to it in Paragraph 1 (Definitions) of Schedule 5 (Provisions for Meetings of Noteholders and Certificateholders) to the Trust Deed

2. INTERPRETATION AND CONSTRUCTION

2.1 Any reference in any Transaction Document, or in any other document to which this Master Definitions and Construction Schedule is expressed to be incorporated or apply, to

- (a) the **assets** of any person shall be construed as a reference to the whole or any part of its business, undertakings, property, intellectual property, shares, securities, debts, accounts, revenues (including any right to receive revenues), goodwill, shareholdings and uncalled capital including premium whether now or hereafter acquired and any other assets whatsoever,
- (b) an **assignment**, a **transfer** and/or a **sale** in relation to the Portfolio and/or any Mortgage Loan and/or its Related Security transferred or to be transferred by the Seller to the Issuer pursuant to the Mortgage Sale Agreement shall, unless the context requires otherwise, and in respect of any applicable Mortgage Loans and/or their Related Security and all rights and interests relative thereto and the terms **assigned**, **assign**, **transferred**, **sell** and **sold** shall be construed accordingly in the context of the Portfolio and/or any Mortgage Loan and/or its Related Security as aforesaid,
- (c) an **authorisation** includes an authorisation, consent, approval, resolution, licence, exemption, filing or registration,
- (d) a **calendar year** refers to a year from the beginning of 1 January to the end of 31 December,

- (e) **disposal** shall be construed as any sale, lease, transfer, conveyance, assignment, licence, sub-licence or other disposal and **dispose** shall be construed accordingly,
- (f) a **guarantee** means any guarantee, bond, indemnity, letter of credit, third party security or other legally binding assurance against financial loss granted by one person in respect of any indebtedness of another person, or any agreement to assume any indebtedness of any other person or to supply funds or to invest in any manner whatsoever in such other person by reason of, or otherwise in relation to, indebtedness of such other person,
- (g) **including** shall be construed as a reference to **including without limitation**, so that any list of items or matters appearing after the word "including" shall be deemed not to be an exhaustive list, but shall be deemed rather to be a representative list, of those items or matters forming a part of the category described prior to the word "including",
- (h) **indebtedness** shall be construed so as to include any obligation (whether incurred as principal or as surety or guarantor) for the payment or repayment of money, whether present or future, actual or contingent,
- (i) a **month** is a reference to a calendar month,
- (j) **reasonable, unreasonable**, or like references, when used herein in relation to the Note Trustee or the Security Trustee and the exercise by it of any power, discretion, opinion, determination, or other similar matter shall be construed as meaning reasonable by reference to the interests of the Noteholders only,
- (k) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
- (l) Except as otherwise specified in a Transaction Document, reference in a Transaction Document to
 - (i) **Section** shall be construed as a reference to a Section of such Transaction Document,
 - (ii) **Part** shall be construed as a reference to a Part of such Transaction Document,
 - (iii) **Schedule** shall be construed as a reference to a Schedule of such Transaction Document,
 - (iv) **Clause** shall be construed as a reference to a Clause of a Part of such Transaction Document, and
 - (v) **Paragraph** shall be construed as a reference to a Paragraph of a Schedule of such Transaction Document,
- (m) **set-off** shall be deemed to include analogous rights in other relevant jurisdictions,
- (n) a **successor** of any party shall be construed so as to include an assignee or successor in title of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under the relevant Transaction Document or to which, under such laws, such rights and obligations have been transferred,

- (o) a **wholly-owned subsidiary** of a company or corporation shall be construed as a reference to any company or corporation which has no other members except that other company or corporation and that other company's or corporation's wholly-owned subsidiaries or persons acting on behalf of that other company or corporation or its wholly-owned subsidiaries,
- (p) the **winding-up, dissolution or administration** of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, bankruptcy, examinership, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors,

2.2 In this Master Definitions and Construction Schedule and in any of the Transaction Documents in which this Master Definitions and Construction Schedule is expressed to be incorporated or to which this Master Definitions and Construction Schedule is expressed to apply

- (a) words denoting the singular number only shall include the plural number also and *vice versa*,
- (b) words denoting one gender only shall include the other gender,
- (c) words denoting persons only shall include firms and corporations and *vice versa*,
- (d) references to any statutory provision shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such re-enactment,
- (e) references to any agreement or other document (including any of the Transaction Documents) shall be deemed also to refer to such agreement or document as amended, restated, varied, replaced, supplemented and/or novated from time to time,
- (f) references to the Deed of Charge shall include all documents entered into pursuant thereto,
- (g) clause, paragraph and schedule headings are for ease of reference only,
- (h) reference to a statute shall be construed as a reference to such statute as the same may have been, or may from time to time be, amended,
- (i) reference to a statute shall be construed as a reference to such statute as the same may have been, or may from time to time be, re-enacted to the extent such re-enactment is substantially to the same effect as such statute on the date hereof,
- (j) reference to a time of day shall be construed as a reference to London time (unless otherwise specified),
- (k) reference to a court or Court shall be construed as a reference to a court of competent jurisdiction,
- (l) references to any person or a party shall include references to his successors, transferees, permitted assignees substitutes and any other person deriving title under or through him

2.3 In this Master Definitions and Construction Schedule and in any of the Transaction Documents in which this Master Definitions and Construction Schedule is expressed to be incorporated or to which this Master Definitions and Construction Schedule is expressed to apply, all references involving

compliance by the Note Trustee and the Security Trustee with a test of reasonableness shall be deemed to include (a) in the case of the Note Trustee, a reference to a requirement that such reasonableness shall be determined by reference solely to the interests of the Noteholders and (b) in the case of the Security Trustee, a reference to a requirement that such reasonableness shall be determined by reference (i) while there are Notes still outstanding, solely to the interests of the Noteholders, and (ii) if there are no Notes outstanding, solely to the interests of the Secured Creditors

3. AMENDMENTS

Subject to Clause 25.7 (Modification to the Transaction Documents) of the Deed of Charge, any amendments to this Master Definitions and Construction Schedule will be made only with the prior written consent of each party to this Master Definitions and Construction Schedule

4. COUNTERPARTS

This Master Definitions and Construction Schedule may be executed and delivered 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 Agreement may enter into the same by executing and delivering a counterpart (including by facsimile)

5. GOVERNING LAW

This Master Definitions and Construction Schedule (and any non-contractual obligations arising out of or in connection with it) is governed by and shall be construed in accordance with English law

SCHEDULE 1

NOTICES

Any notices to be given pursuant to any of the Transaction Documents to any of the parties hereto shall be sent to the contact details as set out below

- (a) in the case of the Cash Manager, to Citibank N A , London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (facsimile number +44 (0) 207 500 5877) for the attention of Agency & Trust,
- (b) in the case of the Issuer Account Bank, to Citibank N A , London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (facsimile number +44 (0) 207 508 3833) for the attention of Specialized Agency – Account Bank,
- (c) in the case of the Principal Paying Agent and Registrar, to Citibank N A , London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (facsimile number +353 1 622 2210 / +353 1 247 6363) for the attention of PPA/Registrars,
- (d) in the case of the Agent Bank, to Citibank N A , London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (facsimile number +353 1 622 2031) for the attention of Ratefixing,
- (e) in the case of the Retention Holder, the Swap Replacement Facilitator and the Back-Up Servicing Facilitator, to Macquarie Bank Limited, London Branch, Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (telephone number +44 (0)20 3037 2000 and facsimile number +44 (0)20 3037 2516) for the attention of Newton Gillies/Iyngaran Muniandy/Hasham Ullah,
- (f) in the case of the Arranger and Joint Lead Manager, to Macquarie Bank International Limited, Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (facsimile number +44 (0)20 3037 4301 and email cfmlegallon@macquarie.com) for the attention of Executive Director, Legal Risk Management Division, Commodities and Financial Markets,
- (g) in the case of the Issuer to Kingswood Mortgages 2015-1 plc, 35 Great St Helen's, London EC3A 6AP (facsimile number +44 (0)20 7398 6325 and e-mail directors-uk@sfmeurope.com) for the attention of The Directors,
- (h) in the case of the Holdings, to Kingswood Mortgages 2015-1 Holdings Limited, 35 Great St Helen's, London EC3A 6AP (facsimile number +44 (0)20 7398 6325 and e-mail directors-uk@sfmeurope.com) for the attention of The Directors,
- (i) in the case of the Security Trustee and the Note Trustee to Citicorp Trustee Company Limited, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (facsimile number +44 (0)20 7500 5877 and email abs mbsadmin@citi.com) for the attention of The Directors, Agency and Trust,
- (j) in the case of the Seller and the Master Servicer, to L2 B V , Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (telephone number +44 (0)20 3037 2000 and facsimile number +44 (0)20 3037 2516) for the attention of Newton Gillies/Iyngaran Muniandy/Hasham Ullah,
- (k) in the case of the Sub-Servicer, to Servicing Advisors Deutschland GmbH, Grunenburgweg 16-18, 60322 Frankfurt am Main (facsimile number +49 (0)69 - 80 80 65 – 4449) for the attention of Managing Directors,

- (l) in the case of the Corporate Services Provider to Structured Finance Management Limited, 35 Great St Helen's, London EC3A 6AP (facsimile number +44 (0)20 7398 6325 and e-mail directors-uk@sfmeurope.com) for the attention of The Directors, and
- (m) in the case of the Share Trustee to SFM Corporate Services Limited, 35 Great St Helen's, London EC3A 6AP (facsimile number +44 (0)20 7398 6325 and e-mail directors-uk@sfmeurope.com) for the attention of The Directors, and
- (n) in the case of the Swap Provider to Macquarie Bank Limited, London Branch (telephone number +44 (0) 20 3037 2000, facsimile number +44 (0) 20 3037 5700 and, for Section 5 and 6 Notices only, email ficc notices@macquarie.com) for the attention of Legal Risk Management, Commodities and Financial Markets with a copy for the attention of Legal Risk Management, Commodities and Financial Markets at Macquarie Bank Limited, 50 Martin Place, Sydney NSW 2000, Australia (telephone number +61 2 8232 3333 and facsimile number +61 2 8232 4540)

or to such other address, e-mail address or facsimile number or for the attention of such other person or entity as may from time to time be notified by any party to the others by written notice Any party may change its contact details by giving five Business Days' notice to the other parties

SIGNATORIES

SIGNED for and on behalf of)
MACQUARIE BANK INTERNATIONAL)
LIMITED)
as Arranger)
acting by two duly authorised Attorneys)
)
)
Duly authorised Attorney)
)
)
Duly authorised Attorney)

SIGNED for and on behalf of)
L2 B V.)
as Seller and Master Servicer)
acting by a Director)

SIGNED for and on behalf of)
MACQUARIE BANK LIMITED, LONDON)
BRANCH)
as Retention Holder, Swap Replacement Facilitator)
and Back-up Servicing Provider)
acting by two Attorneys)
)
)
Duly Authorised Attorney)
)
)
Duly Authorised Attorney)

SIGNED for and on behalf of)
KINGSWOOD MORTGAGES 2015-1 PLC)
as Issuer)
acting by a Director)
)
SFM Directors Limited)

SIGNED for and on behalf of)
KINGSWOOD MORTGAGES 2015-1 HOLDINGS)
LIMITED)
as Holdings)
acting by a Director)
SFM Directors Limited)

EXECUTED and **DELIVERED** as a **DEED** by)
CITICORP TRUSTEE COMPANY LIMITED)
as Security Trustee and Note Trustee)
acting by an Attorney)
in the presence of this witness)

Witness Signature

Full Name

Address

SIGNED for and on behalf of)
CITIBANK N.A., LONDON BRANCH)
as Issuer Account Bank, Cash Manager, Agent Bank,)
Principal Paying Agent and Registrar)
acting by its Delegated Signatory)

SIGNED for and on behalf of)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)
as Corporate Services Provider)
acting by its authorised signatory)

SIGNED for and on behalf of)
SFM CORPORATE SERVICES LIMITED)
as Share Trustee)
acting by its authorised signatory)

SIGNED for and on behalf of)
SERVICING ADVISORS DEUTSCHLAND)
GMBH)
as Sub-Servicer and Custodian)
acting by its authorised signatory)

SIGNED for and on behalf of)
MACQUARIE BANK LIMITED, LONDON)
BRANCH)
as Swap Provider)
acting by two Attorneys)
)
)
)
)
Duly authorised Attorney
)
)
)
Duly authorised Attorney