

112983/13.

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

MR01

Particulars of a charge



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  
Please go to www.companieshouse.gov.uk

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

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



LD2 07/08/2015 #37  
COMPANIES HOUSE

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

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

**1 Company details**

Company number 08801944

Company name in full Auburn Securities 9 PLC  
(the "Chargor")

For official use  
Filing in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 31/07/2015

**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  
as Trustee for itself and for the Secured Creditors

Name

Name

Name

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

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

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

☒ Yes

☐ No

**6 Floating charge**

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

☒ Yes Continue

☐ No Go to Section 7

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

☒ Yes

**7 Negative Pledge**

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

☒ Yes

☐ No

**8 Trustee statement <sup>1</sup>**

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

☐

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

**9 Signature**

Please sign the form here

Signature

Signature

X Clifford Chance LLP

X

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

# MR01

## Particulars of a charge

### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Laurence Thomas (70-40599221)**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 1243**

### Certificate

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

### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

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

### Important information

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

### How to pay

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

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

### Where to send

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

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

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

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

### Further information

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

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



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8801944

Charge code: 0880 1944 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st July 2015 and created by AUBURN SECURITIES 9 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th August 2015

174

Given at Companies House, Cardiff on 13th August 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

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

**CLIFFORD CHANCE LLP**

EXECUTION VERSION

31 JULY 2015

AUBURN SECURITIES 9 PLC  
AS ISSUER

CAPITAL HOME LOANS LIMITED  
AS SELLER

CITICORP TRUSTEE COMPANY LIMITED  
AS TRUSTEE

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DEED OF CHARGE

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

Signed Clifford Chance

Date 7 August 2015

**Clifford Chance LLP**  
10 Upper Bank Street  
London E14 5JJ

This is a true copy of the original.  
The following is a copy of the original.  
The following is a copy of the original.

Original

Original

Original

Original

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**THIS DEED** is made on 31 July 2015

**AMONG:**

- (1) **AUBURN SECURITIES 9 PLC**, (registered number 8801944) a public limited company incorporated under the laws of England and Wales with its registered office at Third Floor, 1 King's Arms Yard, London EC2R 7AF (the "**Issuer**"),
- (2) **CAPITAL HOME LOANS LIMITED**, (registered number 02174236) a private limited company incorporated under the laws of England and Wales with its registered office at Admiral House, Harlington Way, Fleet, Hampshire GU51 4YA (the "**Seller**"), and
- (3) **CITICORP TRUSTEE COMPANY LIMITED**, (registered number 00235914) a private limited company incorporated under the laws of England and Wales with its registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the "**Trustee**")

**INTRODUCTION:**

This Deed is supplemental to the Trust Deed, which is dated on or about the date of this Deed and made between the Issuer and the Trustee relating to the issue of the Notes and the Residual Certificates

**THE PARTIES AGREE AS FOLLOWS:**

**1 INTERPRETATION**

Unless otherwise defined in this Deed or the context requires otherwise, words and expressions used in this Deed have the meanings and constructions ascribed to them in the Master Definitions Schedule set out in Schedule 1 (*Master Definitions Schedule*) of the Incorporated Terms Memorandum which is dated on or about the date of this Deed and signed for the purpose of identification by the parties to this Deed and others, (as the same may be amended, varied and supplemented from time to time with the consent of the parties to this Deed, the "**Incorporated Terms Memorandum**") This Deed shall be construed in accordance with the principles of construction and interpretation set out in such Master Definitions Schedule

**2 COMMON TERMS**

**2.1 Incorporation of Common Terms**

The Common Terms apply to this Deed and shall be binding on the parties to this Deed as if set out in full in this Deed

**2.2 Conflict with Common Terms**

If there is any conflict between the provisions of the Common Terms and the provisions of this Deed, the provisions of this Deed shall prevail, save for (i) where any provision of this Deed relates to VAT, in which case the VAT provisions of the Common Terms shall prevail, and (ii) if there is a conflict between the provisions of



this Deed and paragraph 7 2 (*Limited Recourse*) of the Common Terms, in which case paragraph 7 2 (*Limited Recourse*) of the Common Terms shall prevail

## **2 3 Obligor/Obligee**

2 3 1 For the purpose of this Deed, Part 1, Paragraph 1 (*Further Assurance*) of Schedule 2 of the Incorporated Terms Memorandum applies to this Deed as if set out in full in this Deed and as if the Issuer were an Obligor and the Trustee and any Receiver appointed pursuant to Clause 18 (*Appointment and Removal of Administrators and Receivers*) were each an Obligee for the purposes of such Paragraph

2 3 2 The Issuer shall (at its own cost) promptly do whatever the Trustee requires to perfect or protect the Security or the priority of the Security or to facilitate the realisation of the Charged Property or the exercise of any rights vested in the Trustee or any Receiver, including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction

## **2 4 Governing Law and Jurisdiction**

This Deed and all non-contractual obligations arising out of or in connection with it shall be governed by English law in accordance with Part 3, Paragraph 1 (*Governing Law*) of Schedule 2 of the Incorporated Terms Memorandum. Part 3, Paragraph 2 (*Jurisdiction*) of Schedule 2 of the Incorporated Terms Memorandum applies to this Deed as if set out in full in this Deed

## **3 ISSUER'S UNDERTAKING TO PAY**

The Issuer undertakes to the Trustee (for its own account and as trustee for the other Secured Creditors) that it shall duly, unconditionally and punctually pay and discharge to each of the Secured Creditors when due all monies and liabilities whatsoever constituting the Secured Amounts

## **4 CREATION OF FIXED SECURITY**

### **4 1 The Fixed Security**

As continuing security for the payment or discharge of the Secured Amounts the Issuer with full title guarantee in favour of the Trustee for the Trustee itself and on trust for the Secured Creditors, but subject always to the right of release and discharge set out in Clause 9 (*Redemption and Release*), hereby.

4 1 1 charges by way of first fixed charge the Benefit of the Issuer's interest in the Mortgage Loans and the Related Security (which, until notice is served on the Borrowers and, in respect of mortgages of property comprising of registered land, until registration is effected, will take effect as an equitable assignment),

4 1 2 charges by way of first fixed charge the Benefit, present and future, of each Authorised Investment, and

- 4 1 3 charges by way of first fixed charge the Benefit, present and future, in and to and all monies now or in the future standing to the credit of (and all interest accruing thereon from time to time) the Transaction Account and the GIC Account and any other bank accounts of the Issuer established on or after the Closing Date in accordance with the Transaction Account Bank Agreement, the GIC Account Bank Agreement or the other Transaction Documents,
- 4 1 4 assigns by way of security the Issuer's interests in the Life Policies and the Charges relating to the Mortgage Loans,
- 4 1 5 assigns by way of security the Issuer's interests in the Insurance Policies,
- 4 1 6 charges by way of first fixed charge the Issuer's interests in the Guarantees and the Borrower Charges,
- 4 1 7 assigns by way of security of the Benefit, present and future, under each relevant Transaction Document, and
- 4 1 8 charges at law indebtedness comprising an obligation or liability to pay money secured by each registered charge of which it is registered as proprietor at the Land Registry of England and Wales (the "**Land Registry**") (such registration to occur following a Perfection Trigger Event)

#### **4 2 Fixed Security**

Clause 4 1 (*The Fixed Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment by way of security over each relevant asset within any particular class of assets defined under this Deed and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Deed or any act or omission by any party) on any one asset shall not affect the nature of any mortgage, fixed charge or assignment imposed on any other asset whether within that same class of assets or not

### **5 CREATION OF FLOATING CHARGE**

#### **5 1 The Floating Charge**

As continuing security for the payment or discharge of the Secured Amounts, the Issuer with full title guarantee also hereby charges, in favour of the Trustee for the Trustee itself and on trust for the Secured Creditors, by way of first floating charge the whole of its undertaking and all its property, assets and rights whatsoever and wheresoever present and future including its uncalled capital (including assets expected to be subject to a fixed charge or assignment by way of security or absolute assignment as described above) and extending over all of its property, assets, rights or revenues as are situated in England or governed by English law (whether or not the subject of the fixed charges or assignments described above)

#### **5 2 Paragraph 14, Schedule B1, Insolvency Act**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 5 (*Creation of Floating Charge*)

### **5 3 Floating Charge postponed**

The floating charge created by Clause 5 1 (*The Floating Charge*) shall be postponed to any valid fixed charges which remain outstanding under this Deed from time to time and any rights of the Issuer to deal with the assets subject to the floating charge, shall be expressly subject to any restrictions placed on dealing with those assets contained in any fixed charge over the same

### **5 4 Conversion to Fixed Charge**

The floating charge created by this Clause will automatically convert into a fixed charge as regards

- 5 4 1 all of the Issuer's assets subject to the floating charge, upon the service of an Enforcement Notice, and
- 5 4 2 any assets of the Issuer subject to the floating charge if those assets (contrary to the covenants and undertakings contained in the Transaction Documents) are or become subject to any Encumbrance in favour of any person other than the Trustee immediately prior to that Encumbrance arising or that sale, transfer or other disposition being made

### **5 5 No conversion into Fixed Charge**

The floating charge created by this Clause 5 may not be converted into a fixed charge solely by reason of

- 5 5 1 the obtaining of a moratorium, or
- 5 5 2 anything done with a view to obtaining a moratorium,

under Section 1A of the Insolvency Act 1986

### **5 6 Treatment of floating charge assets post conversion**

The Issuer undertakes to the Trustee that, following the occurrence of any of the events set out in Clause 5 4 (*Conversion to Fixed Charge*), it

- 5 6 1 shall not sell, transfer, convey, lease, licence, assign (or enter into any agreement in connection thereto) or otherwise deal with or dispose of the Converted Assets,
- 5 6 2 shall deliver as soon as possible to the Trustee or otherwise as agreed with the Trustee in writing, such information as the Trustee shall require to identify the Converted Assets including, for the avoidance of doubt, a full description (including account numbers, contract details etc) of all of the assets comprised in the Converted Assets, and
- 5 6 3 shall deliver as soon as possible to the Trustee or otherwise as agreed with the Trustee in writing, all documents of title relating to such Converted Assets

**"Converted Assets"** means assets that were the subject of a floating charge that has now converted to a fixed charge pursuant to Clause 5 4 (*Conversion to Fixed Charge*) and/or Clause 12 2 (*Consequences of Delivery of Security Protection Notice*)

## 6 WARRANTY BY THE ISSUER

The Issuer warrants to the Trustee that

- 6 1 1 it has taken all necessary steps to enable it to create the Security in respect of the Charged Property in accordance with this Deed and has taken no action or steps which will or may prejudice its right, title and interest in, to and under the Charged Property, and
- 6 1 2 this Deed creates the Security it purports to create and such Security is not liable to be avoided or otherwise set aside in the winding-up of the Issuer

## 7 UNDERTAKING BY THE SELLER

The Seller, as originator for the purposes of the CRR, the AIFMR and the Solvency II, undertakes to the Issuer and the Trustee (on behalf of itself and the Noteholders) that it will, whilst any of the Notes remain outstanding

- 7 1 1 hold and retain, on an ongoing basis, a material net economic interest of not less than 5% of the nominal value of the securitised exposures pursuant to paragraph (d) of Article 405(1) of Regulation (EU) No 575/2013 (the "CRR") and Article 51 of Regulation (EU) No 231/2013, referred to as the Alternative Investment Fund Manager Regulation ("AIFMR") and Article 254(2) of the Commission Delegated Regulation (EU) 2015/35 of 10 October 2014 supplementing Directive 2009/138/EC of the European Parliament and of the Council on the taking-up and pursuit of the business of Insurance and Reinsurance ("Solvency II" and "Solvency II Delegated Act") (which, in each case, does not take into account any corresponding national measures) (the "Retention Requirement"), to the extent the regulations above continue to apply and in each case as they are interpreted and applied on the Closing Date (and in the case of AIFMR, taking into account Article 56 of the AIFMR),
- 7 1 2 comply with its obligations under Article 409 of the CRR, subject always to any requirement of law,
- 7 1 3 disclose in the Investor Report (or in such other manner as the Seller may determine), in accordance with Article 409 of the CRR, any change in the manner in which such retained interest is held (which, as at the Closing Date, will be the retention by the Seller of the Class Z2 Notes and the Subordinated Notes, pursuant to paragraph (d) of Article 405(1) of the CRR and Article 51(1)(d) of the AIFMR), and
- 7 1 4 will not sell, hedge or otherwise mitigate its credit risk under its retained material net economic interest, except to the extent permitted by the CRR,

**provided that** (i), with respect to Clause 7 1 2 only, the Seller will not be in breach of the undertakings given pursuant to this Clause 7 if due to events, actions or

circumstances beyond the Seller's control, the Seller is not able to comply with such undertakings and (ii) the Seller is only required to so comply to the extent that the retention and disclosure requirements under Articles 405 and 409 of the CRR or Articles 51 and 52 of the AIFMR remain in effect

## **8 NOTICE OF SECURITY**

### **8.1 Issuer's Notices**

8.1.1 The Issuer shall by way of the Notice of Assignment to Transaction Parties give notice of the Security to each of the other relevant parties to the Transaction Documents

8.1.2 The Issuer shall by way of the Notice of Charge and Assignment to Issuer Account Bank give notice of the Security over the Charged Accounts to the Issuer Account Bank

### **8.2 Acknowledgements of Notices**

The Issuer shall use all reasonable efforts to procure that the Issuer Account Bank and each other Transaction Party which receives the Notice of Assignment to Transaction Parties and/or the Notice of Charge and Assignment to Issuer Account Bank acknowledges receipt of such notices sent to it pursuant to Clause 8.1 (*Issuer's Notices*) in the form required by such notices.

### **8.3 Insurances**

The Issuer shall ensure that the Security over any Insurance Policy is noted thereon

## **9 REDEMPTION AND RELEASE**

### **9.1 Release on payment or discharge**

Upon proof being given to the satisfaction of the Trustee as to the irrevocable and unconditional payment or discharge of the Secured Amounts, the Trustee will, at the request and cost of the Issuer, release, discharge or reassign the Charged Property to the Issuer or to any other person entitled to the Charged Property of whom the Trustee has notice

### **9.2 No avoidance**

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

### 9 3 Release pursuant to the Mortgage Sale Agreement

The Trustee agrees that if, following the delivery of an Enforcement Notice, it receives notice from the Issuer, or the Cash Manager on behalf of the Issuer, stating that the Issuer is required to reassign or retransfer a Mortgage Loan and its Related Security to the Seller pursuant to the provisions of the Mortgage Sale Agreement relating to release, then the Trustee will execute a memorandum of release pursuant to clause 12 3 (*Trustee consent to release security*) of the Mortgage Sale Agreement and take such other steps as may be necessary in order to release the relevant Mortgage Loans and their Related Security from the Security in accordance with the Mortgage Sale Agreement

### 9 4 Form of Release

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

## 10 CONTINUANCE OF SECURITY

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

## 11 PAYMENTS PRIOR TO ENFORCEMENT

Notwithstanding the Security, the Trustee acknowledges that, until delivery of a Security Protection Notice, the delivery of an Enforcement Notice or the Security otherwise becoming enforceable

11 1 1 payments becoming due to the Issuer under any of the Transaction Documents, together with all other monies payable to the Issuer pursuant to any other documents or arrangements to which it is a party, may be made to the Issuer in accordance with the provisions of the relevant Transaction Documents or (as the case may be) the documents or arrangements concerned,

11 1 2 the Issuer may, subject to Clause 11 1 3 below, exercise its rights, powers and discretions and perform its obligations in relation to the Charged Property and under the Transaction Documents and any other documents or arrangements to which it is a party in accordance with the provisions of the Transaction Documents or (as the case may be) such other documents or arrangements, and

11 1 3 amounts standing to the credit of the "**Charged Accounts**" being the Transaction Account, the GIC Account and any bank account in which the Issuer may at any time acquire a Benefit and over which the Issuer has created an Encumbrance in favour of the Trustee pursuant to this Deed from time to time may be withdrawn therefrom by the Issuer (and, in the case of

the Transaction Account and the GIC Account, by the Issuer Account Bank) but only in accordance with the provisions of the Cash Management Agreement and (in the case of the Transaction Account only) the Transaction Account Bank Agreement or (in the case of the GIC Account only) the GIC Account Bank Agreement (as applicable)

## **12 SECURITY PROTECTION NOTICE**

### **12.1 Delivery of Security Protection Notice**

Subject to the provisions of Clause 15 (*Enforcement*) if, at any time while any of the Secured Amounts remain outstanding

12.1.1 an Event of Default or an RC Event of Default (as applicable) occurs in relation to the Notes or the Residual Certificates, or

12.1.2 the Trustee believes that the Charged Property or any part thereof is in danger of being seized or sold under any form of distress, diligence or execution levied, executed or threatened or to be otherwise in jeopardy,

then the Trustee may, in its absolute discretion, deliver to the Issuer a Security Protection Notice (in, or substantially in, the form set out in Schedule 2 (*Form of Security Protection Notice*)).

### **12.2 Consequences of Delivery of Security Protection Notice**

Upon delivery of a Security Protection Notice, except where the Security Protection Notice has been delivered as a result of an Insolvency Event occurring solely because the Issuer has obtained or taken steps to obtain a moratorium pursuant to Section 1A of the Insolvency Act 1986

12.2.1 the Floating Charge created pursuant to this Deed shall crystallise into a fixed charge or fixed charges as regards any assets specified in the Security Protection Notice, and

12.2.2 by way of further assurance of such fixed charge or fixed charges the Issuer shall promptly execute over such assets a fixed charge or fixed charges or other Encumbrance in favour of the Trustee in such form as the Trustee shall require

Clause 5.6 (*Treatment of floating charge assets post conversion*) shall apply to any asset converted to fixed charge assets pursuant to this Clause 12.2

### **12.3 Withdrawal of Security Protection Notice**

The Trustee may at any time, unless an Enforcement Notice has been delivered, by notice in writing to the Issuer withdraw a Security Protection Notice

### **12.4 No Withdrawals from Charged Accounts**

From and including the date on which the Trustee delivers a Security Protection Notice to the Issuer and unless and until it is withdrawn, no amount may be

withdrawn from the Charged Accounts without the prior written consent of the Trustee, provided that, unless an Enforcement Notice has been delivered, the Trustee shall not act under this Clause 12.4 in such a way as to require any payment other than in accordance with the Pre-Enforcement Priorities of Payments or other applicable provisions of the Cash Management Agreement or (in the case of the Transaction Account only) the Transaction Account Bank Agreement or (in the case of the GIC Account only) the GIC Account Bank Agreement (as applicable)

### **13 SECURITY ENFORCEABLE**

The whole of the Security shall become enforceable

13.1.1 upon the delivery of a Enforcement Notice on the Issuer pursuant to Condition 13 (*Events of Default*) or (provided there are no Notes outstanding) Residual Certificate Condition 11 (*RC Events of Default*), except where the Enforcement Notice has been delivered as a result of an Issuer Insolvency Event occurring solely due to the Issuer obtaining or taking steps to obtain a moratorium pursuant to Section 1A of the Insolvency Act 1986, or

13.1.2 if any person who is entitled to do so presents a petition or an application for the appointment of an administrator of the Issuer, gives notice of intention to appoint an administrator of the Issuer or files such notice with the court the occurrence of which shall have been notified in writing to the Trustee

### **14 ENFORCEMENT NOTICE**

The parties hereto acknowledge and agree that the relevant circumstances in which the Trustee may or shall deliver an Enforcement Notice and the conditions applicable to delivery of an Enforcement Notice are set out in

14.1.1 while any of the Notes remain outstanding, Conditions 13.2 (*Delivery of Enforcement Notice*) and 13.3 (*Conditions to delivery of Enforcement Notice*) in relation to the Notes, or

14.1.2 while there are no Notes outstanding, Residual Certificate Conditions 11.2 (*Delivery of Enforcement Notice*) and 11.3 (*Conditions to delivery of Enforcement Notice*),

and the consequences of delivery of an Enforcement Notice are set out in Conditions 13.4 (*Consequences of delivery of Enforcement Notice*) and 14 (*Enforcement*) in relation to the Notes or in Residual Certificate Conditions 11.4 (*Consequences of delivery of Enforcement Notice*) and 12 (*Enforcement*) in relation to the Residual Certificates

### **15 ENFORCEMENT**

#### **15.1 Consequences of Enforceable Security**

From the date on which the Security becomes enforceable



- 15.1.1 if it has not already crystallised, the Floating Charge created pursuant to this Deed (so far as permitted by applicable law) shall crystallise,
- 15.1.2 subject to the provisions of the Conditions, the Residual Certificate Conditions and the Trust Deed, the Trustee may institute such actions, steps or proceedings against the Issuer and any other Transaction Party and take such action, step or proceeding as it may think fit to enforce all or any part of the Security,
- 15.1.3 amounts may be withdrawn from the Charged Accounts only by the Trustee and shall be applied only in accordance with the Post-Enforcement Priority of Payments and the terms of the Cash Management Agreement,
- 15.1.4 the Trustee may appoint a Receiver or an administrator in accordance with Clause 18 (*Appointment and Removal of Administrators and Receivers*), and
- 15.1.5 whether or not it has appointed a Receiver, the Trustee may exercise all or any of the powers, authorities and discretions
- (a) conferred by the Trust Documents on any Receiver,
  - (b) conferred by the LPA (as varied or extended by the Trust Documents) on mortgagees, or
  - (c) otherwise conferred by law on mortgagees or receivers (in either case as varied or extended hereby)

## **15.2 Provisions applicable to enforcement**

The parties to this Deed acknowledge and agree that if the Security becomes enforceable in accordance with Clause 13 (*Security Enforceable*) the provisions of Condition 14 (*Enforcement*) (for as long as any Notes are still outstanding) or Residual Certificate Condition 12 (*Enforcement*) (while there are no Notes outstanding), as the case may be, apply in relation, *inter alia*, to the proceedings of the Trustee, directions to the Trustee and the disposal of the Charged Property as well as other relevant provisions of the Transaction Documents

## **15.3 Trustee Rights upon Enforcement**

In addition to any other rights expressly provided in this Deed, for the period commencing upon the service of an Enforcement Notice and terminating upon the notification to the Secured Creditors by the Trustee that all Secured Amounts have been satisfied in full, save as otherwise expressly provided in this Deed or as required by the Trustee, all payments under or arising from this Deed and all amounts payable to the Issuer by any party to this Deed under any Transaction Document shall be paid to the Trustee or to its order to be applied in accordance with the Post-Enforcement Priority of Payments

## **15.4 Enforcement when not all monies are enforceable**

If the Security is enforced at a time when no amount is due in respect of the Secured Amounts or any of the Secured Amounts are contingent or future, the Trustee or any

Receiver shall pay the proceeds of any recoveries effected by it into any interest-bearing account to be held by it as security and may, pending application of such proceeds in accordance with the terms of the Trust Deed, invest such proceeds in accordance with the provisions of the Trust Deed

## **16 POST-ENFORCEMENT PRIORITY OF PAYMENTS**

### **16.1 Post-Enforcement Priority of Payments**

After the Security has become enforceable in accordance with Clause 13 (*Security Enforceable*), all monies held in the Charged Accounts and the Trust Proceeds (after deduction of all costs and expenses incurred by the Trustee in obtaining receipt or recovery of the Trust Proceeds) shall be held by the Trustee upon trust to be applied in payment, in the amounts required, each in the following order of priority

16.1.1 *first*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of

- (a) any fees, costs, charges, liabilities, expenses and all other amounts then due and payable to the Trustee or any Appointee, under the provisions of the Trust Deed and the other Transaction Documents, together with (if payable) VAT thereon as provided therein, and
- (b) any fees, costs, charges, liabilities, expenses and all other amounts then due and payable to any Receiver appointed by the Trustee or any Appointee under the provisions of the Deed of Charge and the other Transaction Documents, together with (if payable) VAT thereon as provided therein,

16.1.2 *second*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of.

- (a) any remuneration then due and payable to the Agent Bank, the Registrar and the Paying Agents 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,
- (b) any amounts due and payable to the Servicer and any costs, charges, liabilities and expenses then due and payable to the Servicer or any such amount to become due and payable to the Servicer in the immediately succeeding Interest Period under the provisions of the Servicing Agreement, together with (if payable) VAT thereon as provided therein,
- (c) any amounts due and payable to the Back-Up Servicer or any other substitute servicer (including any Transfer Costs which the Servicer has failed to pay) and any costs, charges, liabilities and expenses then due and payable to the Back-Up Servicer or any such amount to become due and payable to the Back-Up Servicer in the immediately succeeding Interest Period under the provisions of the Back-Up

Servicing Agreement, together with (if payable) VAT thereon as provided therein,

- (d) any amounts then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due and payable to the Cash Manager or any such amount to become due and payable to the Cash Manager in the immediately succeeding Interest Period under the provisions of the Cash Management Agreement, together with (if payable) VAT thereon as provided therein,
- (e) any amounts then due and payable to the Back-Up Cash Manager and any costs, charges, liabilities and expenses then due and payable to the Back-Up Cash Manager or any such amount to become due and payable to the Back-Up Cash Manager in the immediately succeeding Interest Period under the provisions of the Back-Up Cash Management Agreement, together with (if payable) VAT thereon as provided therein,
- (f) any amounts then due and payable to the Collection Account Bank (including any Direct Debit Liability Amount then due and payable to the Collection Account Bank), the Issuer Account Bank or to such bank at which any other account in the name of the Issuer is held and any costs, charges, liabilities and expenses then due and payable to the Collection Account Bank, the Issuer Account Bank or to such bank at which any other account in the name of the Issuer is held, any such amount to become due and payable to the Collection Account Bank, the Issuer Account Bank or to any such other bank, as applicable, in the immediately succeeding Interest Period under the provisions of the Collection Account Agreement, the Transaction Account Bank Agreement, the GIC Account Bank Agreement or agreement governing the operation of any other account in the name of the Issuer, together with (if payable) VAT thereon as provided therein,
- (g) any amounts then due and payable to the Corporate Services Provider and any costs, charges, liabilities and expenses then due and payable or to become due and payable in the immediately succeeding Interest Period to the Corporate Services Provider under the provisions of the Corporate Services Agreement, together with (if payable) VAT thereon as provided therein,
- (h) any amounts due and payable to the Back-Up Servicer Facilitator, and any costs, charges, liabilities and expenses then due and payable to the Back-Up Servicer Facilitator, or any such amount to become due and payable to the Back-Up Servicer Facilitator in the immediately succeeding Interest Period under the provisions of the Servicing Agreement, together with (if payable) VAT thereon as provided therein, and
- (i) any amounts due and payable by the Issuer to third parties and incurred without breach by the Issuer of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere)

and any amounts necessary to provide for any such amounts expected to become due and payable by the Issuer in the immediately succeeding Interest Period,

- 16.1.3 *third*, in or towards payment *pro rata* and *pari passu* of interest and principal due and payable on the Class A Notes,
- 16.1.4 *fourth*, in or towards payment *pro rata* and *pari passu* of interest and principal due and payable on the Class B Notes,
- 16.1.5 *fifth*, in or towards payment *pro rata* and *pari passu* of interest and principal due and payable on the Class C Notes,
- 16.1.6 *sixth*, in or towards payment *pro rata* and *pari passu* of interest and principal due and payable on the Class D Notes,
- 16.1.7 *seventh*, in or towards payment *pro rata* and *pari passu* of interest and principal due and payable on the Class E Notes,
- 16.1.8 *eighth*, in or towards payment *pro rata* and *pari passu* of interest and principal due and payable on the Class F Notes,
- 16.1.9 *ninth*, to the Issuer, the Issuer Profit Amount and amounts required to discharge any liability of the Issuer for corporation tax (which cannot be met out of amounts previously retained as the Issuer Profit Amount),
- 16.1.10 *tenth*, in or towards payment *pro rata* and *pari passu* of interest and principal due and payable on the Class Z1 Notes,
- 16.1.11 *eleventh*, in or towards payment *pro rata* and *pari passu* of interest and principal due and payable on the Class Z2 Notes,
- 16.1.12 *twelfth*, in or towards payment *pro rata* and *pari passu* of interest and principal due and payable on the Subordinated Notes, and
- 16.1.13 *thirteenth*, in or towards the payment of Residual Payments under the Residual Certificates

## 16.2 Monies not required for Secured Amounts

Any monies held by the Receiver or the Trustee after application of monies received or recovered after the Security has become enforceable in accordance with Clause 13 (*Security Enforceable*) and not required for application in discharge of the Secured Amounts in accordance with Clause 16.1 (*Post-Enforcement Priority of Payments*) shall be paid by the Receiver or the Trustee to the Issuer for application in or towards meeting the obligations of the Issuer, which do not constitute Secured Amounts, as such obligations fall due

**16 3 Application of monies standing to the Liquidity Reserve Ledger and the General Reserve Ledger**

After the Security has become enforceable in accordance with Clause 13 (*Security Enforceable*), all monies standing to the credit of the Liquidity Reserve Ledger and the General Reserve Ledger shall be held by the Trustee upon trust to be applied in payment of the amounts required to be paid by the Issuer in the order of priority specified in Clause 16 1 (*Post-Enforcement Priority of Payments*)

**17 EXTENSION AND VARIATION OF THE LPA**

**17 1 Extension of Powers**

From the date of this Deed but subject to Clause 17 2 (*Powers Exercised on delivery of Enforcement Notice*) below, the provisions of the LPA relating to the power of sale and the other powers conferred by Sections 101 (1) and (2) of the LPA are extended to authorise the Trustee upon such terms as the Trustee may think fit

- 17 1 1 to sell, exchange, licence or otherwise dispose of or otherwise deal with the Charged Property or any interest in the same, and to do so for shares, debentures or any other securities whatsoever, or in consideration of an agreement to pay all or part of the purchase price at a later date or dates, or an agreement to make periodical payments, whether or not the agreement is secured by an Encumbrance or a guarantee, or for such other consideration (if any) and upon such terms whatsoever as the Trustee may think fit, and also to grant any option to purchase,
- 17 1 2 with a view to, or in connection with, the management or disposal of the Charged Property to carry out any transaction, scheme or arrangement which the Trustee may in its absolute discretion consider appropriate,
- 17 1 3 to take possession of, get in and collect the Charged Property,
- 17 1 4 to carry on and/or manage and/or concur in managing the business of the Issuer as it thinks fit and to demand, sue for and collect and get in all monies due to the Issuer as it thinks fit,
- 17 1 5 to appoint and engage managers, agents and advisers upon such terms as to remuneration and otherwise and for such periods as it may determine, and to dismiss them,
- 17 1 6 to bring, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims and proceedings concerning the Charged Property,
- 17 1 7 to transfer all or any of the Charged Property 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 whether or not an affiliate of the Trustee, the Issuer or the Servicer,
- 17 1 8 to call up all or any portion of the uncalled capital (if any) of the Issuer,

- 17.1.9 generally to carry out, or cause or authorise to be carried out, any transaction, scheme or arrangement whatsoever, whether or not similar to any of the foregoing, in relation to the Charged Property which it may consider expedient as effectually as if it were the absolute, sole legal and beneficial owner of the Charged Property, subject to any restrictions in the Transaction Documents,
- 17.1.10 to pay and discharge, out of the profits and income of the Charged Property 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 any such business or in the exercise of any of the powers conferred by this Clause 17.1 or otherwise in respect of the Charged Property and all outgoings which it shall think fit to pay and apply the residue of such profits and income in accordance with the Post-Enforcement Priority of Payments,
- 17.1.11 to exercise any of the powers and perform any of the duties conferred on the Issuer by or pursuant to any of the Transaction Documents or any statute, deed or contract,
- 17.1.12 to exercise, or permit any other person to exercise, any rights, powers or privileges of the Issuer in respect of the Charged Property,
- 17.1.13 to disclaim, discharge, abandon, disregard, alter or amend on behalf of the Issuer all or any outstanding contracts of the Issuer except where such amendment is proscribed by the terms of any Transaction Document and allow time for payment of any monies either with or without security,
- 17.1.14 to sanction or confirm anything suffered by the Issuer and concur with the Issuer in any dealing not specifically mentioned above,
- 17.1.15 in connection with the exercise of any of its powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of the Issuer or otherwise, as it may think fit, all documents, acts or things which it may consider appropriate or incidental or conducive to the exercise of any of the powers referred to above, and
- 17.1.16 to use the name of the Issuer for all or any of the foregoing purposes

## **17.2 Powers Exercised on delivery of Enforcement Notice**

The statutory powers of sale and of appointing a receiver which are conferred upon the Trustee, as varied and extended by this Deed, and all other powers shall, in favour of any purchaser, be deemed to arise and be exercisable immediately after the execution of this Deed but shall only be exercised upon and following the delivery of an Enforcement Notice

## **17.3 Restrictions**

The restrictions contained in Section 93 and Section 103 of the LPA shall not apply to this Deed or to the exercise by the Trustee of its right to consolidate all or any of the Security with any other security in existence at any time or to its power of sale, which

powers may be exercised by the Trustee without notice to the Issuer on or at any time after the delivery of an Enforcement Notice

#### **17.4 Borrowing Powers**

The Trustee may raise and borrow money on the security of the Charged Property or any part of the Charged Property for the purpose of defraying any monies, costs, charges, losses and expenses paid or incurred by it in relation to this Deed (including the costs of realisation of any or all of the Charged Property and the remuneration of the Trustee). The Trustee may raise and borrow such money at such rate of interest and generally on such terms and conditions as it shall think fit and may secure the repayment of the money so raised or borrowed with interest on the same by mortgaging or otherwise charging the Charged Property or any of it and either in priority to the Security or otherwise and generally in such manner as the Trustee shall think fit and for such purposes may execute and do all such assurances and things as it shall think fit

#### **17.5 Powers Additional to the LPA and Insolvency Act Powers**

The powers conferred by this Deed in relation to the Security on the Trustee or on any Receiver of the Charged Property or any part of the Charged Property shall be in addition to and not in substitution for the powers conferred on mortgagees or receivers under the LPA and the Insolvency Act where there is any ambiguity or conflict between the powers contained in either of such acts and those conferred by this Deed, the terms of this Deed shall prevail

#### **17.6 Right of appropriation**

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended, (the "**Regulations**") apply to any of the Charged Property, the Trustee shall have the right to appropriate all or any part of such Charged Property in or towards the payment or discharge of the Secured Amounts and may exercise such right to appropriate upon giving written notice to the Issuer. For this purpose, the parties agree that the value of that Charged Property shall be

- (a) in the case of cash, the amount standing to the credit of each of the Issuer Accounts, together with any accrued but unposted interest, at the time of appropriation, and
- (b) in the case of any Authorised Investments, the market value of such Authorised Investments determined by the Trustee by reference to a public index or independent valuation, or by such other process as the Trustee may select

In each case, the parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations

## **18 APPOINTMENT AND REMOVAL OF ADMINISTRATORS AND RECEIVERS**

### **18.1 Appointment of an Administrator**

18.1.1 At any time after the delivery of an Enforcement Notice or if any person who is entitled to do so presents an application for the appointment of an administrator of the Issuer, gives notice of intention to appoint an administrator of the Issuer, or files such a notice with the court, the Trustee may appoint one or more persons to be an administrator of the Issuer

18.1.2 The Trustee is not liable for any failure to appoint an administrator or Receiver in respect of the Issuer and, for the avoidance of doubt

(a) nothing in this Clause 18 (*Appointment and Removal of Administrators and Receivers*) shall be construed so as to impose on the Trustee any obligation to indemnify any administrative receiver appointed by it pursuant to this Clause 18 (*Appointment and Removal of Administrators and Receivers*) except to the extent of (and from) the cash and assets comprising the Security held by the Trustee at such time, and

(b) the 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 paragraph (a) above

18.1.3 The Issuer waives any claims against the Trustee in respect of any appointment not made pursuant to this clause

### **18.2 Appointment of a Receiver**

18.2.1 At any time after the delivery of an Enforcement Notice or if any person who is entitled to do so presents an application for the appointment of an administrator of the Issuer, gives notice of intention to appoint an administrator of the Issuer, or files such a notice with the Court the Trustee may appoint such person or persons (including an officer or officers of the Trustee) as it thinks fit to be a Receiver or Receivers of the Charged Property or any part thereof to act jointly or jointly and severally as receiver, manager, receiver or manager, administrative receiver, compulsory or interim manager or other similar officer as the Trustee shall determine

18.2.2 Except as otherwise provided in this Deed, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA) does not apply to this Deed

### **18.3 Waiver no prejudice to Future Appointment**

No delay or waiver of the right to exercise the power to appoint a Receiver shall prejudice the future exercise of such power



#### **18 4 Insolvency Act Requirements**

The Trustee shall comply with any requirement under the Insolvency Act that the person appointed to be a Receiver be a licensed insolvency practitioner

#### **18 5 Removal of Receiver**

The Trustee may (subject to Section 45 of the Insolvency Act) remove any Receiver whether or not appointing another in his place and the Trustee may also appoint another receiver if the Receiver resigns

#### **18 6 Exclusion of part of Charged Property**

The exclusion of any part of the Charged Property from the appointment of any Receiver shall not preclude the Trustee from subsequently extending his appointment (or that of the Receiver replacing him) to that part

#### **18 7 Statutory Powers of Appointment**

The power of appointing a Receiver shall be in addition to all statutory and other powers of appointment of the Trustee under the LPA (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Trustee in respect of any of the Charged Property

### **19 PROVISIONS RELATING TO RECEIVER**

#### **19 1 Receiver Agent of Issuer**

Any Receiver shall, so far as the law permits, be the agent of the Issuer and (subject to applicable law) the Issuer shall be solely responsible for any Receiver's acts and defaults and liable on any contracts or engagements made or entered into by any Receiver and in no circumstances shall the Trustee or the Secured Creditors be in any way responsible for any acts or omissions of or Breach of Duty by any Receiver.

#### **19 2 Remuneration of Receiver**

The remuneration of any Receiver may be fixed by the Trustee (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise) but such remuneration shall be payable by the Issuer alone and the amount of such remuneration shall form part of the Secured Amounts, shall be secured under the Security and paid in accordance with the Post-Enforcement Priority of Payments

#### **19 3 Receiver and Trustee's Directions**

Each Receiver shall in the exercise of his powers, authorities and discretions conform to the regulations and directions from time to time made and given by the Trustee

#### **19 4 Security from Receiver**

The Trustee may from time to time and at any time require any Receiver to give security for the due performance of his duties as Receiver and may fix the nature and

amount of the security to be so given but the Trustee shall not be bound in any case to require any such security.

**19 5 Monies Payable to Trustee**

Except as otherwise directed by the Trustee or as otherwise required by law, all monies from time to time received by any Receiver shall be paid over to the Trustee to be applied by it in accordance with the Post-Enforcement Priority of Payments

**19 6 Payments by Trustee to Receiver**

The Trustee may pay over to any Receiver any monies constituting part of the Charged Property so that such monies may be applied for the purposes of this Deed by such Receiver and the Trustee may from time to time determine what funds any Receiver shall be at liberty to keep in hand with a view to the performance of his duties as Receiver

**19 7 Sections 109(6) and (8) of the LPA**

Sections 109(6) and (8) of the LPA (relating to the application of monies received by a receiver) shall not apply in relation to any Receiver

**19 8 LPA Restrictions Inapplicable**

None of the restrictions imposed by the LPA in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply to this Deed

**20 POWERS OF A RECEIVER**

**20 1 Powers of a Receiver**

Every Receiver shall (subject to any restrictions in the instrument appointing him) have and be entitled to exercise in relation to the Charged Property in respect of which he is appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Issuer or in his own name and, in each case, at the cost of the Issuer)

20 1 1 all the powers conferred by the LPA on mortgagees and on mortgagees in possession and on receivers as extended by Clause 17 (*Extension and Variation of the LPA*),

20 1 2 all powers of an administrative receiver set out in schedule 1 of the Insolvency Act (whether or not the Receiver is an administrative receiver),

20 1 3 all powers and rights of an absolute owner and power to do or omit to do anything which the Issuer itself could do or omit to do, and

20 1 4 power to do all things (including bringing or defending proceedings in the name or on behalf of the Issuer) which seem to the Receiver to be incidental or conducive to

- (a) any of the functions, powers, authorities or discretions conferred on or vested in him,
- (b) the exercise of any or all of his rights under this Deed, or
- (c) the collection or getting in of the Charged Property

## **20 2 Receiver and Transaction Documents**

No Receiver shall have any power to take any action in relation to the Charged Property which the Trustee is prohibited from taking by the terms of any Transaction Document

## **21 PROTECTION OF THIRD PARTIES**

### **21 1 Protection of third parties**

No purchaser from, or other person dealing with, the Trustee and/or any Receiver shall be concerned to enquire

- 21 1 1 whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable, or
- 21 1 2 whether the Secured Amounts remain outstanding, or
- 21 1 3 whether any event has occurred to authorise the Trustee and/or any Receiver to act, or
- 21 1 4 as to the propriety or validity of the exercise or purported exercise of any such powers,

and the title of such a purchaser and the position of such other person shall not be impeachable by reference to any of those matters

### **21 2 Receipt absolute discharge**

The receipt of the Trustee or the Receiver shall be an absolute and conclusive discharge to a purchaser or other such person as is referred to in Clause 21 1 (*Protection of third parties*) and shall relieve such purchaser or other person of any obligation to see to the application of any monies paid to or by the direction of the Trustee or the Receiver

### **21 3 Purchaser Defined**

In Clauses 21 1 (*Protection of third parties*) and 21 2 (*Receipt absolute discharge*) "**purchaser**" includes any person acquiring in good faith, for money or money's worth, the benefit of any Encumbrance over, or any other interest or right whatsoever in relation to, the Charged Property

## **22 PROTECTION OF THE TRUSTEE AND ANY RECEIVER**

### **22 1 Protection of the Trustee and any Receiver**

The Trustee shall not nor shall any Receiver, attorney or agent of the Trustee by reason of taking possession of the Charged Property or any part thereof or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever

22 1 1 be liable to account to the Issuer or any other person whatsoever for anything except actual receipts in respect of the Charged Property, or

22 1 2 be liable to the Issuer or any other person whatsoever for any loss or damage arising from realisation of the Charged Property or any part thereof or from any act, default or omission in relation to the Security or any part thereof or from any exercise or non-exercise by it of any power, authority or discretion conferred upon it in relation to the Security or any part thereof or otherwise,

unless such loss or damage shall be caused by its own gross negligence, wilful default or fraud

### **22 2 Entry into possession**

Without prejudice to the generality of Clause 22 1 (*Protection of Trustee and Receiver*), entry into possession of the Charged Property or any part thereof shall not render the Trustee or the Receiver liable to account as mortgagee in possession or liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

### **22 3 Going out of possession**

If and whenever the Trustee or the Receiver enters into possession of the Charged Property, it shall be entitled at any time at its discretion to go out of such possession

### **22 4 Protective provisions and exculpations**

22 4 1 The protective provisions and exculpations in relation to the Trustee as set out in the Trust Deed are hereby incorporated into this Deed, *mutatis mutandis*, and shall take effect as if set out in full herein

22 4 2 Neither the Trustee nor any Receiver will be liable for any loss or damages which arises out of the exercise or the attempted or purported exercise of, or failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence, wilful default or fraud) in relation to all or any part of the Charged Property

## **23 EVIDENCE OF INDEBTEDNESS**

In any action proceedings or claim relating to this Deed or the Security, any statement (which will contain information in reasonable detail in support thereof) as to

(a) any amount due to any Secured Creditor,

- (b) all or any part of the Secured Amounts, or
- (c) any amounts which have been notified to the Trustee as being amounts due to any Secured Creditor,

in each case, which is certified as being correct by an officer of the Trustee or an officer of the relevant Secured Creditor will be conclusive evidence that such amount is in fact due and payable.

## **24 OTHER SECURITY**

The Security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice or be affected by, any other Encumbrance, right or recourse or other right whatsoever which the Trustee may now or at any time after the date of this Deed hold or have (or would apart from the provisions of this Deed hold or have) as regards the Issuer or any other person in respect of the Secured Amounts

## **25 APPLICATION TO COURT**

The Trustee may at any time apply to any court of competent jurisdiction for an order that the terms of this Deed or any document entered into pursuant hereto be carried into execution under the direction of the court and for the appointment of a Receiver of the Charged Property and for any other order in relation to the administration of the terms of this Deed or any document entered into pursuant hereto as the Trustee shall deem fit and the Trustee may assent to or approve any application made to the courts of England and Wales by the Secured Creditors and shall be indemnified by the Issuer against all costs, charges and expenses incurred by it in relation to any such application or proceedings

## **26 POWER OF ATTORNEY**

### **26.1 Appointment of Attorneys and Purposes of Appointment**

The Issuer by way of security appoints the Trustee and any Receiver to be its attorneys following delivery of an Enforcement Notice (each, an "Attorney" and together, the "Attorneys") for the following purposes in the Issuer's name, on its behalf and as its act and deed

- (a) to exercise the Issuer's rights, powers and discretions under and in respect of the Transaction Documents, the Mortgage Loans and the Related Security including the right to fix the Seller Standard Variable Rate in respect of any Mortgage Loan and to carry out any obligation imposed on the Issuer under this Deed or any other Transaction Document,
- (b) to demand, sue for and receive all monies due or payable under or in respect of the Transaction Documents, the Mortgage Loans and the Related Security;
- (c) upon payment of such monies or any part thereof to give good receipt and discharge for the same and to execute such receipts, releases, surrenders, instruments and deeds as may be requisite or advisable, and

- (d) to execute, deliver and perfect all documents, deeds, charges, assignments, security documents and transfers and do all things that the Attorneys may consider to be necessary or desirable for
  - (i) carrying out any obligations imposed on the Issuer under this Deed, or
  - (ii) exercising any of the rights, powers and discretions conferred on the Attorneys by this Deed or any other Transaction Document or by law (including, after the security constituted by this Deed has become enforceable, the exercise of any right of a legal or a beneficial owner of the Charged Property)

## **26 2 Substitution**

Each of the Attorneys may appoint one or more persons to act as substitute or substitutes in its place for all or any of the purposes referred to in Clause 26 1 (*Appointment of Attorneys and Purposes of Appointment*) and may revoke any such appointment at any time

## **26 3 Delegation**

Each of the Attorneys may delegate to one or more person all or any of the powers referred to in Clause 26 1 (*Appointment of Attorneys and Purposes of Appointment*) on such terms as it thinks fit and may revoke any such delegation at any time

## **26 4 Ratification**

The Issuer undertakes to ratify whatever act, matter or deed the Attorneys or either of them may lawfully do or cause to be done under the authority or purported authority of this Clause 26 (*Power of Attorney*) to the extent that such act, matter or deed is within the power of the Issuer

## **26 5 Security**

The power of attorney contained in this Clause 26 (*Power of Attorney*) is given by way of security to secure the proprietary interests of, and the performance of the obligations of the Issuer to, the Attorneys under this Deed

## **26 6 Revocation**

The power of attorney contained in this Clause 26 (*Power of Attorney*) is irrevocable and accordingly, for so long as the obligations referred to in Clause 26 5 (*Security*) remain undischarged, the power of attorney contained in this Clause 26 (*Power of Attorney*) shall not be revoked

26 6 1 by the Issuer without the consent of each of the Attorneys. or

26 6 2 on the occurrence of an Insolvency Event in respect of the Issuer

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27     **EXECUTION**

The parties have executed this Deed as a deed and intend to deliver, and do deliver, this Deed on the date stated at the beginning of this Deed

**EXECUTION PAGES**

**The Issuer**

**EXECUTED** as a **DEED** for and on behalf  
of **AUBURN SECURITIES 9 PLC**  
by a Director  
in the presence of:

)  
)  
)

**Mark Filer**

(Witness' Signature)

**Sandra Redmond**

(Witness' Name)

Wilmington Trust SP Services (London) Limited  
Third Floor  
1 King's Arms Yard

(Witness' Address)

EC2R 7AF

(Witness' Occupation)

**The Seller**

**EXECUTED** as a **DEED** by  
**CAPITAL HOME LOANS LIMITED**  
by a Director  
in the presence of:

)  
)  
)  
)

(Witness' Signature)

(Witness' Name)

(Witness' Address)

(Witness' Occupation)



**EXECUTION PAGES**

**The Issuer**

**EXECUTED** as a **DEED** for and on behalf  
of **AUBURN SECURITIES 9 PLC**  
by a Director  
in the presence of:

)  
)  
)

\_\_\_\_\_

\_\_\_\_\_  
(Witness' Signature)

\_\_\_\_\_  
(Witness' Name)

\_\_\_\_\_  
(Witness' Address)

\_\_\_\_\_  
(Witness' Occupation)

**The Seller**

**EXECUTED** as a **DEED** by  
**CAPITAL HOME LOANS LIMITED**  
by a Director  
in the presence of:


)  
)  
)  
)



  
(Witness' Signature)

KUAN ANG  
(Witness' Name)

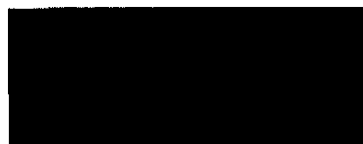
ADMIRAL HOUSE HARLINGTON WAY FLEET HAMPSHIRE  
(Witness' Address) GUS1 4YA

  
(Witness' Occupation)

Trustee

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

)  
)  
)  
)



in the presence of a witness



(Witness' Signature)

DAVIDE PUCCHINO

(Witness' Name)

Citigroup Centre, 25 Canada Square  
Canary Wharf London, E14 5LB

(Witness' Address)



(Witness' Occupation)

**SCHEDULE 1**  
**FORM OF NOTICE OF CHARGE AND ASSIGNMENT TO ISSUER ACCOUNT**  
**BANK**

**PART 1**  
**FORM OF NOTICE OF CHARGE AND ASSIGNMENT**

Date [•] 2015

From Auburn Securities 9 PLC as "**Issuer**"  
Third Floor  
1 King's Arms Yard  
London EC2R 7AF

To Citibank, N A , London Branch as "**Issuer Account Bank**"  
Citigroup Centre  
Canary Wharf  
London E14 5LB  
For the attention of Agency & Trust

With a copy to Citicorp Trustee Company Limited as "**Trustee**"  
Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
For the attention of the Directors

Dear Sirs,

**Notice of Charge and Assignment**  
**[Auburn Securities 9 PLC – Account No [REDACTED] (the "Transaction Account")]**  
**[Auburn Securities 9 PLC – Account No [REDACTED] (the "GIC Account")]**

- I We give you notice that, by a Deed of Charge dated [•] 2015 between Auburn Securities 9 PLC (the "**Issuer**"), Capital Home Loans Limited (the "**Seller**") and Citicorp Trustee Company Limited (the "**Trustee**"), a copy of which is attached hereto (the "**Deed of Charge**") we
- (a) charged by way of first fixed charge all our Benefit, present and future, in and to and all monies now or in the future standing to the credit of the [Transaction Account]/[GIC Account] – account number [*specify*] – and all interest accruing thereon from time to time,
  - (b) charged by way of first fixed charge all our Benefit, present and future, in any Authorised Investment,
  - (c) charged by way of first fixed charge all our Benefit in the Mortgage Loans and the Related Security,

- (d) assigned our interests in the Life Policies and the Charges relating to the Mortgage Loans,
  - (e) charged by way of first fixed charge over our interests in the Guarantees and the Borrower Charges,
  - (f) assigned all our Benefit present and future, in, to and under each relevant Transaction Document,
  - (g) assigned all our interest in the Insurance Policies, and
  - (h) a charge at law over indebtedness comprising an obligation or liability to pay money secured by each registered charge of which it is registered as proprietor at the Land Registry of England and Wales (the "**Land Registry**")
- 2 Words and expressions used in this notice shall have the meanings and constructions ascribed to them in the Master Definitions Schedule set out in Schedule 1 of the Incorporated Terms Memorandum dated [•] 2015 and signed for the purpose of identification by each of the parties to the Deed of Charge and others
- 3 We authorise and instruct you, until receipt by you of further written instructions from the Trustee in accordance with the provisions of the [Transaction Account Bank Agreement]/[GIC Account Bank Agreement] (after which time you will comply with the directions of the Trustee) to permit the [Transaction Account]/[GIC Account] and any Additional Accounts established in accordance with clause 9 (*Additional Accounts*) of the [Transaction Account Bank Agreement]/[GIC Account Bank Agreement] to be operated by Capital Home Loans Limited (the "**Cash Manager**"), in accordance with the terms of
- (a) the [Transaction Account Bank Agreement]/[GIC Account Bank Agreement],
  - (b) the relevant Mandates in respect of the [Transaction Account]/[GIC Account] and any Additional Account, and
  - (c) the Deed of Charge
- 4 You are not authorised to recognise any action on the part of the Issuer or the Cash Manager to close the [Transaction Account]/[GIC Account] or any Additional Account or to vary or terminate the [Transaction Account Bank Agreement]/[GIC Account Bank Agreement] unless the prior written consent of the Trustee has been obtained
- 5 We agree that you are not bound to enquire whether the right of the Trustee to withdraw any monies from the [Transaction Account]/[GIC Account] or any Additional Account has arisen or be concerned with (A) the propriety or regularity of the exercise of that right or (B) notice to the contrary or (C) to be responsible for the application of any monies received by the Trustee Further, we agree that you shall have no liability for having acted on instructions which on their face appear to be genuine, and which comply with the latest [Transaction Account Mandate]/[GIC Account Mandate] held by you or relevant electronic banking system procedures in the case of an electronic instruction

- 6 For the avoidance of doubt, so long as you comply with this notice, you shall not be responsible to the Trustee for the correctness of any payments or withdrawals made from the Transaction Account, the GIC Account or any Additional Account and you shall not be deemed to be a trustee for the Trustee of the Transaction Account, the GIC Account or any Additional Account
- 7 Please note that the foregoing authorisations and instructions may not be revoked or varied without the prior written consent of the Trustee
- 8 Please acknowledge receipt of this notice and your acceptance of the instructions herein contained by signing two copies of the attached form of acknowledgement and returning one copy to ourselves and sending the other directly to the Trustee at [*insert relevant details*]
- 9 This notice of charge and assignment and any non-contractual obligations arising out of it or in connection with it are governed by the laws of England and Wales

Yours faithfully,

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For and on behalf of  
**AUBURN SECURITIES 9 PLC**  
as Issuer

**PART 2**  
**FORM OF ACKNOWLEDGEMENT OF CHARGE AND ASSIGNMENT**

[Letterhead of [•]]

[Date]

To Auburn Securities 9 PLC as "Issuer"  
Third Floor  
1 King's Arms Yard  
London EC2R 7AF  
For the attention of the Directors

And to Citicorp Trustee Company Limited as "Trustee"  
Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
For the attention of the Directors

Dear Sirs,

**Acknowledgement of Charge and Assignment**  
[Auburn Securities 9 PLC – Account No [REDACTED] (the "Transaction Account")]  
[Auburn Securities 9 PLC – Account No [REDACTED] (the "GIC Account")]

- 1 We acknowledge receipt of the Notice of Charge and Assignment dated on or about [•] 2015, a copy of which is attached
- 2 Words and expressions used in this Acknowledgement of Charge and Assignment shall have the meanings and constructions ascribed to them in the Notice of Charge and Assignment
- 3 We confirm that as at the date of this Acknowledgement of Charge and Assignment we have not received from any other person any notice of any assignment or charge of, or of any interest in, the [Transaction Account]/[GIC Account], the [Transaction Account Bank Agreement]/[GIC Account Bank Agreement] or any other matter the subject of the Notice of Charge and Assignment.
- 4 In consideration of your agreeing to maintain or establish the Transaction Account and the GIC Account with us, we agree, and confirm to the Trustee, that we accept and will comply with the authorisations and instructions contained in the Notice of Charge and Assignment and will not accept or act on any instructions contrary thereto unless the same shall be in writing signed by the Trustee
- 5 This acknowledgment and any non-contractual obligations arising out of it or in connection with it are governed by the laws of England and Wales

Yours faithfully,

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

**SCHEDULE 2  
FORM OF SECURITY PROTECTION NOTICE**

**CITICORP TRUSTEE COMPANY LIMITED**  
Citigroup Centre, Canada Square, London E14 5LB

[Date]

To Auburn Securities 9 PLC as "Issuer"  
Third Floor  
1 King's Arms Yard  
London EC2R 7AF

Dear Sirs

**Deed of Charge dated [•] 2015 between Auburn Securities 9 PLC (the "Issuer"), Citicorp Trustee Company Limited (the "Trustee") and Capital Home Loans Limited (the "Seller") (the "Deed of Charge")**

We wish to notify you of the conversion with immediate effect of the floating charge created by Clause 5 (*Creation of Floating Charge*) of the Deed of Charge (the "**Floating Charge**") into a fixed charge over all the assets of Auburn Securities 9 PLC which were the subject of the floating charge

Yours faithfully,

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

**SCHEDULE 3**  
**FORM OF NOTICE OF ASSIGNMENT TO TRANSACTION PARTIES**

**PART 1**  
**FORM OF NOTICE OF ASSIGNMENT TO TRANSACTION PARTIES**

[date]

From Auburn Securities 9 PLC as "**Issuer**"  
Third Floor  
1 King's Arms Yard  
London EC2R 7AF

To *[Name of each party to a Transaction Document other than the Issuer, the Issuer Account Bank and the Trustee]*

With a copy to Citicorp Trustee Company Limited as "**Trustee**"  
Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB

For the attention of the Directors

For the attention of *[specify]*

Dear Sirs,

**Notice of Assignment**  
**Auburn Securities 9 PLC**  
**£396,375,000 Class A Residential Mortgage Backed Floating Rate Notes due 2047**  
**£47,250,000 Class B Residential Mortgage Backed Floating Rate Notes due 2047**  
**£26,250,000 Class C Residential Mortgage Backed Floating Rate Notes due 2047**  
**£13,125,000 Class D Residential Mortgage Backed Floating Rate Notes due 2047**  
**£15,750,000 Class E Residential Mortgage Backed Floating Rate Notes due 2047**  
**£5,250,000 Class F Residential Mortgage Backed Floating Rate Notes due 2047**  
**£10,500,000 Class Z1 Residential Mortgage Backed Notes due 2047**  
**£10,522,000 Class Z2 Residential Mortgage Backed Notes due 2047**  
**£15,901,000 Subordinated Residential Mortgage Backed Notes due 2047**  
**(the "Notes")**

- I We give you notice that, by a Deed of Charge, dated [•] 2015 and each between Auburn Securities 9 PLC (the "**Issuer**"), Capital Home Loans Limited (the "**Seller**") and Citicorp Trustee Company Limited (the "**Trustee**"), the Issuer assigned to the Trustee the Benefit of the Transaction Documents.



- 2 Words and expressions used in this notice shall have the meanings and constructions ascribed to them in the Master Definitions Schedule set out in Schedule 1 of the Incorporated Terms Memorandum dated [•] 2015 and signed for the purpose of identification by each of the addressees of this Notice and others
- 3 We authorise and instruct you until receipt by you of further written instructions from the Trustee (after which time you will comply with the directions of the Trustee) to deal with the Issuer in relation to such Transaction Documents as if the assignment referred to in the first paragraph of this notice had not taken place, save that you are not authorised to recognise the exercise by the Issuer of any right to vary or terminate the Transaction Documents unless the prior written consent of the Trustee to such exercise has been obtained
- 4 The authority arising under this notice is irrevocable
- 5 Please acknowledge receipt of this notice and your acceptance of the instructions contained herein by signing two copies of the attached form of acknowledgement, returning one copy to us and sending the other copy direct to the Trustee at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- 6 This acknowledgement and any non-contractual obligations arising out of it or in connection with it are governed by the laws of England

Yours faithfully,

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For and on behalf of  
**AUBURN SECURITIES 9 PLC**  
as Issuer

**PART 2**  
**FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT**

[Date]

To            Auburn Securities 9 PLC as "Issuer"  
                Third Floor  
                1 King's Arms Yard  
                London EC2R 7AF  
                For the attention of the Directors

And to       Citicorp Trustee Company Limited as "Trustee"  
                Citigroup Centre  
                Canada Square  
                Canary Wharf  
                London E14 5LB  
                For the attention of the Directors

Dear Sirs,

**Acknowledgement of Assignment**  
**Auburn Securities 9 PLC**

**£396,375,000 Class A Residential Mortgage Backed Floating Rate Notes due 2047**  
**£47,250,000 Class B Residential Mortgage Backed Floating Rate Notes due 2047**  
**£26,250,000 Class C Residential Mortgage Backed Floating Rate Notes due 2047**  
**£13,125,000 Class D Residential Mortgage Backed Floating Rate Notes due 2047**  
**£15,750,000 Class E Residential Mortgage Backed Floating Rate Notes due 2047**  
**£5,250,000 Class F Residential Mortgage Backed Floating Rate Notes due 2047**  
**£10,500,000 Class Z1 Residential Mortgage Backed Notes due 2047**  
**£10,522,000 Class Z2 Residential Mortgage Backed Notes due 2047**  
**£15,901,000 Subordinated Residential Mortgage Backed Notes due 2047**  
**(the "Notes")**

- 1       We acknowledge receipt of the Notice of Assignment to Transaction Parties dated [•], a copy of which is attached. We further acknowledge that the assignment is effective to confer on the Trustee the Benefit of the Issuer in and to the Transaction Documents (as defined in the Notice of Assignment to Transaction Parties)
- 2       Words and expressions used in this acknowledgement shall have the meanings and constructions assigned to them in the Notice of Assignment to Transaction Parties
- 3       We confirm that as at the date of this Acknowledgement of Assignment we have not received from any other person any notice of assignment or charge of, or of any interest in, any of the Transaction Documents
- 4       We agree not to recognise the exercise by the Issuer of any right to vary or terminate any of the Transaction Documents without the Trustee's prior written consent and to give the Trustee notice forthwith of any attempt by the Issuer to do so. We further

agree not to amend or modify any of the Transaction Documents without the Trustee's prior written approval

- 5 This acknowledgment and any non-contractual obligations arising out of it or in connection with it are governed by the laws of England

Yours faithfully,

For and on behalf of  
[*Name of relevant parties to relevant Transaction Document*]