



Registration of a Charge

Company name: **GRESHAM RECEIVABLES (NO.44) UK LIMITED**

Company number: **09360271**



X6AWIP8S

Received for Electronic Filing: **18/07/2017**

Details of Charge

Date of creation: **17/07/2017**

Charge code: **0936 0271 0004**

Persons entitled: **THE BANK OF NEW YORK MELLON (LONDON BRANCH)**

Brief description: **N/A**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9360271

Charge code: 0936 0271 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2017 and created by GRESHAM RECEIVABLES (NO.44) UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th July 2017 .

Given at Companies House, Cardiff on 20th July 2017

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

GRESHAM RECEIVABLES (NO. 44) UK LIMITED

AND

THE BANK OF NEW YORK MELLON (LONDON BRANCH)
AS PURCHASER COLLATERAL AGENT

AS ACKNOWLEDGED BY

LLOYDS BANK PLC
AS PURCHASER LIQUIDITY AGENT

PURCHASER SECURITY AGREEMENT
WITH RESPECT TO SENIOR FACILITY AGREEMENT

CONTENTS

| Clause | Page |
|---|------|
| 1. Definitions; Construction. | 1 |
| 2. Security for Obligations. | 6 |
| 3. Grant of Security. | 8 |
| 4. Representations, Warranties, and Covenants. | 8 |
| 5. Company Account. | 10 |
| 6. Custodial Accounts. | 14 |
| 7. Investment of Funds Credited to the Company Account | 17 |
| 8. Further Assurances, Affirmative Covenants | 17 |
| 9. Purchaser Collateral Agent Appointed Attorney-in-Fact | 21 |
| 10. Purchaser Collateral Agent may Perform. | 22 |
| 11. Rights and Remedies. | 22 |
| 12. Application of Proceeds | 25 |
| 13. The Purchaser Collateral Agent | 25 |
| 14. Limitation on Purchaser Collateral Agent's Duty in Respect of Purchaser Collateral | 30 |
| 15. No Petition. | 31 |
| 16. Waiver of Stays, Etc. | 31 |
| 17. Payment of Expenses and Taxes | 31 |
| 18. Amendments, Etc. | 33 |
| 19. Notices. | 34 |
| 20. Continuing Security Interest. | 35 |
| 21. Cumulative Rights, No Waiver | 36 |
| 22. U.K. Bail-in | 36 |
| 23. Governing Law. | 37 |
| 24. Submission to Jurisdiction. | 37 |
| 25. Waiver of Jury Trial | 38 |
| 26. Severability of Provisions | 38 |
| 27. Conflicting Instructions. | 39 |
| 28. Limited Recourse | 39 |
| 29. Entire Agreement | 39 |
| 30. Scope of Performance | 39 |
| 31. Information Services | 39 |
| 32. Facsimile and Counterparts. | 40 |
| 33. Headings. | 41 |
| 34. Binding Effect | 41 |

| | |
|---|----|
| 35. Currency | 41 |
| 36. Notice of Assignment..... | 41 |
| 37. Possession and Custody of the Assets..... | 42 |
| 38. Currency Indemnity..... | 42 |
| 39. Disclosure of Information | 42 |
| 40. Regulatory Issues | 43 |

THIS PURCHASER SECURITY AGREEMENT (this "**Agreement**") dated as of 17 July 2017 is hereby executed

BETWEEN

- (1) **GRESHAM RECEIVABLES (NO. 44) UK LIMITED**, an entity organised under the laws of England and Wales with limited liability (the "**Company**") and
- (2) **THE BANK OF NEW YORK MELLON** (acting through its London branch), as Purchaser Collateral Agent (in such capacity, the "**Purchaser Collateral Agent**") for the benefit of the Purchaser Secured Parties.

WITNESSETH:

- (A) **WHEREAS**, the Company is a special purpose entity formed for the purpose of acquiring and holding Assets (as more particularly described in the Investment Policy);
- (B) **WHEREAS**, the Company intends to finance such acquisitions through issuing Purchaser Notes to Cancara Asset Securitisation Limited or obtaining Loans under one or more Purchaser Liquidity Agreements; and
- (C) **WHEREAS**, the Company has requested that the Purchaser Collateral Agent act as purchaser collateral agent for the benefit of the Purchaser Secured Parties, subject to the terms and conditions hereinafter set forth, and the Purchaser Collateral Agent has agreed to so act.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and warranties hereinafter set forth or incorporated herein, the Company and the Purchaser Collateral Agent hereby agree as follows:

1. DEFINITIONS; CONSTRUCTION.

- 1.1 Capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Purchaser Liquidity Agreement (or incorporated by reference therein), dated on or about the date hereof, among the Company, the Purchaser Liquidity Banks party thereto and Lloyds Bank plc ("**Lloyds**"), as Purchaser Liquidity Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Relevant Purchaser Liquidity Agreement**") or, if not defined therein, in the Administration Agreement dated on or about the date hereof, between the Issuer and Lloyds, as administrative agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Administration Agreement**" including Schedule 1 attached thereto (the "**Master Definitions Schedule**")). Each term defined in this Clause 1, when used in this Agreement, has the meaning indicated below:

"**Account Property**" shall have the meaning assigned to such term in the Purchaser Custodial Agreement.

"**Assets**" means all assets owned by the Company, including Eligible Receivables and Eligible Securities as defined in the Administration Agreement, including the Senior

Loan and all other rights of the Company arising from time to time pursuant to the Senior Facility Agreement and the other Transaction Documents.

"Bank Account Charge" means the Bank Account Charge and Security Trust Deed dated on or about the date of this Agreement between the Company and the Purchaser Secured Parties.

"Charged Assets" shall have the meaning given such term in the Bank Account Charge.

"Company Account" means the following special purpose account established by the Purchaser Collateral Agent pursuant to Clause 5, at The Bank of New York Mellon (London Branch):

| Title | Currency | Account Number |
|-------------------------------|----------|----------------|
| Gresham Rec No. 44 UK Limited | GBP | ██████████ |

and any other account established from time to time in any additional currency or in substitution of any such account by the Purchaser Collateral Agent on behalf of the Company pursuant to this Agreement or the Bank Account Charge.

"Custodial Accounts" shall have the meaning assigned to such term in the Purchaser Custodial Agreement.

"Custodial Asset Accounts" shall have the meaning assigned to such term in the Purchaser Custodial Agreement.

"Foreclosure Event" shall mean any one or more of the following events shall have occurred and be continuing:

- (a) any of the events set forth in (i) paragraph (b) of the definition of **"Programme Termination Event"** as defined in the Relevant Purchaser Liquidity Agreement, or (ii) paragraphs (d) and (e) of the definition of **"Programme Termination Event"** as defined in the Relevant Purchaser Liquidity Agreement; or
- (b) any of the events set forth in the other sub-clauses of the definition of **"Programme Termination Event"** as defined in the Relevant Purchaser Liquidity Agreement and instruction has been given by the Purchaser Liquidity Agent to the Company to cease issuing Commercial Paper Notes pursuant to the Relevant Purchaser Liquidity Agreement.

"Master Definitions Document" means an incorporated terms memorandum dated on or about the date hereof between, among others, Sky Funding Limited as **"Borrower"** and the Company.

"NYUCC" shall mean the Uniform Commercial Code for the State of New York as in effect from time to time.

"Non-U.S. Custodial Asset Accounts" shall have the meaning assigned to such term in the Purchaser Custodial Agreement.

"Obligations" shall have the meaning assigned to such term in Clause 2.1.

"Purchaser Collateral" shall mean, collectively, all of the following, in each case, wherever located, whether now owned or hereafter existing, acquired or arising: accounts, chattel paper, contract rights, commercial tort claims, documents, inventory, financial assets, general intangibles (including payment intangibles and software), goods, instruments, money, cash, deposit accounts, certificates of deposit, letter of credit rights, letters of credit, investment property (including advances of credit, certificated securities, uncertificated securities, security entitlements, securities accounts, commodity contracts or commodity accounts), supporting obligations of any and all of the foregoing, and all proceeds and products of the foregoing (in each case as such terms are defined in the Uniform Commercial Code) as in effect from time to time that consist of, arise from or relate to the following:

- (a) The Assets acquired or held by the Company (including Assets held by the Purchaser Custodian on the Company's behalf) and guarantees and insurance thereof or relating thereto and collateral security therefor or relating thereto, including (i) the full amount of principal, interest and all other amounts payable to the Company thereunder and (ii) all rights, claims, powers, privileges and remedies of the Company, whether arising by contract or at law or in equity or otherwise, related to the foregoing;
- (b) The Purchaser Documents to which the Company is a party (with the exception of the Purchaser Management Agreement) including all monies due and to become due to the Company under such Purchaser Documents or in connection therewith, whether payable as fees, expenses, costs, indemnities, insurance recoveries, damages for breach of any of such Purchaser Documents or otherwise, and all rights, remedies, powers, privileges and claims of the Company under or with respect to such Purchaser Documents (whether arising pursuant to the terms of such Purchaser Documents or otherwise available to the Company at law or in equity), including the rights of the Company to enforce such Purchaser Documents and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to such Purchaser Documents to the same extent as the Company could but for the assignment and security interest granted to the Purchaser Collateral Agent for the benefit of the Purchaser Secured Parties;
- (c) The Permitted Investments held by the Company (including Permitted Investments held by the Purchaser Custodian on the behalf of the Company) and all guarantees and insurance thereof or relating thereto and collateral security therefor or relating thereto, including (i) the full amount of principal, interest and all other amounts payable to the Company thereunder and (ii) all rights, claims, powers, privileges and remedies of the Company, whether arising by contract or at law or in equity or otherwise, related to the foregoing;
- (d) The Company Account, the Custodial Accounts and all monies, instruments, investment property, and other property, including any Permitted Investments,

carried in or credited to the Company Account or the Custodial Accounts, as the case may be;

- (e) All accessions and additions to, and substitutions and replacements for, any of the foregoing and any and all "**products**" and "**proceeds**" (as such terms are defined in the Uniform Commercial Code as in effect from time to time) of any of the foregoing; and
- (f) All books, correspondence, statements, documents and records relating to any of the foregoing including all tapes, diskettes, computer runs and other papers and documents pertaining to any of the foregoing.

"Purchaser Collateral Agent" shall have the meaning assigned to such term in the introductory paragraph hereof.

"Purchaser Secured Parties" shall mean, collectively, (i) Cancara Asset Securitisation Limited (the "**Issuer**"), (ii) (A) the Purchaser Liquidity Banks that are parties to the Relevant Purchaser Liquidity Agreement (the "**Purchaser Liquidity Banks**") and (B) Lloyds, as Purchaser Liquidity Agent, for itself and for the Purchaser Liquidity Banks, (iii) the Purchaser Collateral Agent, (iv) the Purchaser Administrator pursuant to the Purchaser Administration Agreement, (v) the Hedge Counterparties pursuant to the Purchaser Hedge Contracts, (vi) the Purchaser Manager pursuant to the Purchaser Management Agreement, (vii) the Purchasing Hedging Agent pursuant to the Purchaser Hedging Agreement, (viii) the Purchaser Investment Advisor pursuant to the Purchaser Investment Advisory Agreement, and (ix) the Purchaser Custodian (including in its capacity as Securities Intermediary) pursuant to the Purchaser Custodial Agreement.

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed in respect of the Purchaser Collateral by the Purchaser Collateral Agent (whether appointed pursuant to this Agreement or the Bank Account Charge, pursuant to any law or statute, by a court or otherwise).

"Responsible Officer" shall mean with respect to the Purchaser Collateral Agent, any officer assigned to its corporate trust office, including any vice president, assistant vice president, assistant treasurer, or any other trust officer or assistant trust officer of the Purchaser Collateral Agent customarily performing functions similar to those performed by any of the above designated officers and having direct responsibility for the administration of this Agreement, and also, with respect to a particular matter, any other officer, to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject.

"Securities Intermediary" shall have the meaning assigned to such term in Section 8-102(a)(14) of the Uniform Commercial Code.

"Security Interest" means a mortgage, charge (fixed or floating), standard security, pledge, lien, assignment for security, hypothecation, right of set-off, reservation of title or security interest and any agreement to enter into, create or establish any of the foregoing.

"Senior Facility Agreement" means the Senior Facility Agreement dated on or about 17 July 2017 between among others, Sky Funding Limited and the Company.

"U.S. Custodial Asset Accounts" shall have the meaning assigned to such term in the Purchaser Custodial Agreement.

- 1.2 The provisions of Clause 1.2 of the Relevant Purchaser Liquidity Agreement shall apply to this Agreement, *mutatis mutandis*, as if set out in full in this Agreement.
- 1.3 For purposes of clarification, the use of the term **"Company Account"** in this Agreement shall mean any account set forth in the term **"Company Account"**, as the context may require (including taking into account the denomination of such account when determining where to credit or deduct funds in relation to the Company Account).
- 1.4 Terms not otherwise defined herein which are defined or used in the Uniform Commercial Code as in effect in the State of New York (the "NYUCC") have the respective meanings given such terms in the NYUCC.
- 1.5
 - (a) All of the rights of the Purchaser Collateral Agent and the obligations of the Company are cumulative such that (i) the Company shall be bound by the aggregate of all of its obligations under, pursuant to and in connection with this Agreement and the Bank Account Charge and (ii) the Purchaser Collateral Agent shall be entitled to the aggregate of all the rights and indemnities conferred upon it under, pursuant to and in connection with the Bank Account Charge and this Agreement.
 - (b) Notwithstanding anything herein or elsewhere to the contrary, in the event of any enforcement of the security created by or pursuant to the Bank Account Charge, none of the provisions of this Agreement shall be construed so as to limit, qualify or otherwise impair the charge and/or assignment of the Charged Assets under the Bank Account Charge, or any other rights, title, interest or benefit from time to time granted to the Purchaser Collateral Agent in respect of the Charged Assets for the benefit of the Purchaser Secured Parties under the Bank Account Charge, and to the extent that any such limitation, qualification or impairment is found to exist, the charge and assignment of the Charged Assets under the Bank Account Charge shall prevail. The Purchaser Secured Parties, the Purchaser Collateral Agent and the Company agree that, in the event of any conflict between, or difference in the interpretation or application of, (i) the provisions of the Bank Account Charge or the mandate signed by the directors of the Company in respect of the Company Account or the Non-U.S. Custodial Asset Accounts and (ii) the provisions of this Agreement that relate to the Company Account or the Non-U.S. Custodial Asset Accounts, the provisions of the Bank Account Charge or the mandate shall prevail. To the extent that any of the Purchaser Collateral is subject to the Security Interests granted under the Bank Account Charge, the Security Interests granted under the Bank Account Charge shall have priority over the Security Interest hereunder.

- (c) Except as specifically set forth in paragraph (b) above with respect to the Charged Assets, (i) the Company and the Purchaser Collateral Agent agree that the Bank Account Charge is being entered into in order to create additional Security Interests over certain of the Purchaser Collateral and other assets of the Company, and that nothing contained in the Bank Account Charge is intended to supersede or replace any provision of this Agreement; and (ii) in the event of any conflict or inconsistency between the provisions of this Agreement and the Bank Account Charge, this Agreement shall prevail.

2. SECURITY FOR OBLIGATIONS.

2.1 This Agreement secures the payment of all obligations and liabilities of the Company existing on or after the Effective Date to:

- (a) the Issuer under or in connection with any and all Purchaser Notes (the "**Issuer Obligations**");
- (b) the Purchaser Liquidity Banks and the Purchaser Liquidity Agent under or in connection with the Relevant Purchaser Liquidity Agreement and each Revolving Credit Note thereunder, whether in respect of principal, interest, fees, expenses or otherwise (all such obligations and liabilities being hereinafter collectively referred to as the "**Bank Obligations**");
- (c) the Purchaser Collateral Agent under or in connection with this Agreement, the Bank Account Charge and the other Purchaser Security Documents in its capacity as collateral agent, security trustee, chargee, pledgee or other similar capacity, whether in respect of fees, expenses or otherwise (the "**Purchaser Collateral Agent Obligations**");
- (d) the Hedge Counterparty under or in connection with any Purchaser Hedge Contract (the "**Hedge Obligations**");
- (e) the Purchaser Custodian (including in its capacity as Securities Intermediary) under or in connection with the Purchaser Custodial Agreement, whether in respect of fees, expenses or otherwise (the "**Purchaser Custodian Obligations**"); and
- (f) the Purchaser Administrator under or in connection with the Purchaser Administration Agreement, the Purchaser Manager under or in connection with the Purchaser Management Agreement, the Purchaser Investment Advisor under or in connection with the Purchaser Investment Advisory Agreement and the Purchaser Hedging Agent under or in connection with the Purchaser Hedging Agreement (together, the "**Administration Obligations**" and, together with the Issuer Obligations, the Bank Obligations, the Purchaser Collateral Agent Obligations, the Hedge Obligations and the Purchaser Custodian Obligations, the "**Obligations**").

Notwithstanding the foregoing, the proceeds of all Purchaser Collateral and all funds credited to the Company Account shall be applied in accordance with the terms of Clauses 5.3 and 27.

- 2.2 The Company hereby acknowledges that all "financial assets" (within the meaning of Section 8-102(a)(9) of the NYUCC) that are identified from time to time in the Purchaser Custodian's records as being subject to a security interest in favor of the Purchaser Collateral Agent for the benefit of any of the Purchaser Secured Parties (so long as any Obligations are outstanding) are subject to such a security interest.
- 2.3 All Purchaser Collateral comprising "financial assets" (within the meaning of Section 8-102(a)(9) of the NYUCC) shall be delivered to and held in a "securities account" (within the meaning of Section 8-501 of the NYUCC) maintained in the name of the Company, the Purchaser Custodian (including in its capacity as Securities Intermediary) or the Purchaser Collateral Agent, and, in each case, under the control and direction of the Purchaser Collateral Agent at an address in New York or London or such other location as the Purchaser Collateral Agent may elect (at the direction of or with the consent of the Purchaser Liquidity Agent, or if Lloyds is not the Purchaser Liquidity Agent, the Purchaser Administrator) or another institution as the Collateral Agent may elect (at the direction of or with the consent of the Purchaser Liquidity Agent, or if Lloyds is not the Purchaser Liquidity Agent, the Purchaser Administrator) that for the purposes of any account located in the United States is a "securities intermediary" under the NYUCC whose "jurisdiction" with respect to the Purchaser Collateral is the State of New York, the terms of which account treat the Company as entitled to exercise the rights that comprise any financial assets credited to such account.
- 2.4 The parties hereto agree that the Purchaser Custodian shall (a) hold the Purchaser Collateral for the benefit of the Company and the Purchaser Secured Parties, as required by the Purchaser Custodial Agreement and (b) be authorized to take any and all actions set forth therein with respect to the Purchaser Collateral to preserve the security interest of the Purchaser Collateral Agent in such Purchaser Collateral.
- 2.5 The Company hereby acknowledges and agrees that the Purchaser Custodian shall comply with "entitlement orders" (within the meaning of Section 8-102(a)(8) of the NYUCC) and instructions originated by the Purchaser Collateral Agent relating to the Collateral, including any "security entitlements" (within the meaning of Section 8-102(a)(17) of the NYUCC) with respect thereto and with respect to the transfer, redemption or disposition of funds held in, or any financial asset credited to or held in, any of the Custodial Accounts, in each case, without further consent of the Company or any other Person.
- 2.6 The Purchaser Collateral Agent shall have the power to pledge, charge or otherwise create security interests in favor of any depository or clearing system over any or all of the Assets to secure redelivery of any Assets or the payment or repayment by the Purchaser Collateral Agent of any amounts owing by the Company, the Purchaser Custodian or the Purchaser Collateral Agent in relation to the settlement through such depository or clearing system of the acquisition of a purchased Eligible Security through the relevant depository or clearing system.
- 2.7 The Company shall deliver, and the Purchaser Custodian shall take possession of, each Asset on or immediately after the date such Asset is acquired. The Purchaser Custodian shall hold each Asset in accordance with the terms of this Agreement and the Purchaser Custodial Agreement.

- 2.8 The Company shall, at the time of delivery to the Custodian of each Asset endorse such Asset as is necessary in order to perfect in accordance with the applicable UCC the security interest granted thereon.

3. GRANT OF SECURITY.

In order to secure and to provide for the repayment of the Obligations, the Company hereby assigns, pledges, transfers and grants to the Purchaser Collateral Agent, for the benefit of the Purchaser Secured Parties, a continuing first priority perfected Security Interest in, and a lien upon, all of the Company's right, title and interest whether now owned or existing or hereafter acquired or arising, in, to and under the Purchaser Collateral.

The Security Interest granted hereunder will be released automatically with respect to any Purchaser Collateral sold in accordance with the Purchaser Documents. The Purchaser Collateral Agent shall execute such instruments of release and UCC termination statements or other applicable documentation as provided to it and take such other actions as are reasonably requested in order to accomplish and otherwise effectuate any such release of a Security Interest granted hereunder.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

4.1 Representations, Warranties and Covenants of Purchaser Collateral Agent.

The Purchaser Collateral Agent represents, warrants and covenants that as of the date hereof and at all times until the termination of this Agreement:

- (a) The Purchaser Collateral Agent is duly organized and validly existing under the laws of the jurisdiction in which it was organized and is duly qualified and authorized to do business and to own its properties and to perform its obligations under this Agreement.
- (b) The Purchaser Collateral Agent has the power and authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the Purchaser Collateral Agent's part and does not contravene its charter and/or by-laws or any indenture, mortgage, or other agreement or instrument to which it is a party or by which it or any of its property is bound, or any law, judgment or governmental rule, regulation or order applicable to it which contravention would materially adversely affect the performance of its obligations hereunder.
- (c) This Agreement constitutes the Purchaser Collateral Agent's legal, valid and binding obligation, enforceable against it in accordance with the terms hereof except as such enforcement may be limited by (i) any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally or (ii) the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law).

4.2 **Representations, Warranties and Covenants of the Company.**

The Company represents and warrants that as of the date hereof and at all times until the termination of this Agreement:

- (a) The Company is a limited liability company duly organized and validly existing under the laws of England and Wales and is duly qualified and authorized to do business and to own its properties and to perform its obligations under this Agreement and the other Purchaser Documents to which it is a party.
- (b) The Company has the power and authority to enter into and perform this Agreement and the other Purchaser Documents to which it is a party and the execution, delivery and performance of this Agreement and the other Purchaser Documents to which it is a party have been duly authorized by all necessary action on the Company's part and do not contravene its constitutional documents or any indenture, mortgage, credit agreement, license or other agreement or instrument to which the Company is a party or by which it or any of its property is bound, or any law, judgment or governmental rule, regulation or order applicable to it.
- (c) This Agreement and the other Purchaser Documents to which it is a party each constitutes the Company's legal, valid and binding obligation, enforceable against it in accordance with the terms hereof except as such enforcement may be limited by (i) any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally or (ii) the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law).
- (d) There are no actions or proceedings pending or threatened against the Company before any court or administrative agency which are likely to have a material adverse effect on the Company's condition or the results of its operations or its ability to perform its obligations under this Agreement and the other Purchaser Documents to which it is a party.
- (e) No authorization, approval or license or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other third party is required for the due execution, delivery and performance by the Company of this Agreement and the other Purchaser Documents to which it is a party or for the consummation of the transactions contemplated hereby and thereby.
- (f) The Company is not in default under any agreement or instrument to which it is a party the result of which default would materially and adversely affect its ability to perform its obligations under this Agreement and the other Purchaser Documents to which it is a party.
- (g) The Company is not required to register as an "investment company" under the Investment Company Act.

5. COMPANY ACCOUNT.

5.1 Establishment and Maintenance.

Concurrently with the execution and delivery of this Agreement, the Company shall establish the Company Account which shall be subject to the Security Interest granted by the Company to the Purchaser Collateral Agent pursuant to the Bank Account Charge. The Purchaser Collateral Agent shall have sole signing rights on the Company Account and shall operate the Company Account in accordance with this Clause 5 and Clause 4 of the Bank Account Charge. The Company Account shall be subject to the exclusive dominion and control of the Purchaser Collateral Agent, and the Company shall have no right of withdrawal from the Company Account; **provided that**, so long as no Programme Termination Event (as such term is defined in the Relevant Purchaser Liquidity Agreement) has occurred and is continuing, the Company shall have the right to electronically or otherwise direct, in writing, the Purchaser Collateral Agent to apply monies credited to the Company Account for the purposes set forth in Clause 5.3 (but not otherwise). If a Programme Termination Event has occurred and is continuing, the Company shall have no such right to direct the Purchaser Collateral Agent but may request, with the written approval of the Purchaser Liquidity Agent, application of monies credited thereto in accordance with the terms of Clause 5.3.

5.2 Required Credits.

- (a) The Company shall cause the following amounts to be credited to the Company Account:
 - (i) all amounts paid to the Company with respect to the Assets;
 - (ii) all amounts advanced to the Company under the Purchaser Commissioning Agreement, all Purchaser Notes and the Relevant Purchaser Liquidity Agreement; **provided** that the proceeds of a Refunding Borrowing shall be remitted to the relevant Commercial Paper Account in accordance with the terms of the Relevant Purchaser Liquidity Agreement; and
 - (iii) all other funds received by the Company from any other source whatsoever related to the Assets, including from any Purchaser Hedge Contract and any termination or indemnity payment under the Purchaser Hedging Agreement; **provided that** the proceeds of a Refunding Borrowing shall be remitted to the relevant Commercial Paper Account in accordance with the terms of the Relevant Purchaser Liquidity Agreement.
- (b) The Purchaser Collateral Agent is hereby irrevocably authorized and empowered, as the Company's attorney-in-fact, to endorse any check or any other instrument or security to be credited to the Company Account pursuant to this Agreement requiring the endorsement of the Company.
- (c) Notwithstanding the foregoing provisions of this Clause 5.2, if at any time the Company, or any Person on behalf of the Company, receives any proceeds or

payments required to be credited to the Company Account pursuant to this Agreement, all such amounts shall be held by the Company or such other Person as the agent of, and in trust for, the Purchaser Collateral Agent and shall, forthwith upon receipt by the Company, or such other Person, be turned over to the Purchaser Collateral Agent to be credited to the Company Account, in the same form as received by the Company or such other Person and, if received in the form of a check, instrument or security requiring endorsement, duly endorsed on behalf of the Company or such other Person to the order of the Purchaser Collateral Agent. If any such check, instrument or security shall not be so endorsed, the Purchaser Collateral Agent is hereby irrevocably authorized and empowered to endorse the same on behalf of the Company or such other Person as its attorney-in-fact.

- (d) The Purchaser Collateral Agent has no duty or responsibility to ensure the Company's compliance with the provisions of this Clause 5.2 and it shall have no liability if the Company fails to comply with such provisions.

5.3 Application of Funds Credited to the Company Account, Application of Proceeds of Realization on the Purchaser Collateral.

- (a) The Purchaser Collateral Agent (at the written request of the Company in accordance with Clause 5.1 or, in the absence of any written request of the Company, at the written direction of the Purchaser Liquidity Agent, or if a Programme Termination Event shall have occurred and then be continuing at the written direction of the Purchaser Liquidity Agent or the Purchaser Administrator where appropriate) at any time and from time to time shall apply collected funds which have been credited to the Company Account in the following order of priority:
 - (i) *pari passu* (A) subject to this Clause 5.3, to the Issuer, all amounts Outstanding under any Purchaser Note, together with all other amounts owing to the Issuer under the Purchaser Commissioning Agreement; (B) subject to Clause 5.3(e), to the Purchaser Liquidity Agent for the Purchaser Liquidity Banks in an amount equal to the unpaid principal and accrued interest then due and owing to each Purchaser Liquidity Bank under the Relevant Purchaser Liquidity Agreement; (C) to each counterparty to a Purchaser Hedge Contract to which it is a party, which amounts are payable under Section 2(a)(i) of the relevant ISDA Master Agreement; and (D) to the Purchaser Custodian for the full amount of all Purchaser Custodian Advances (as defined in the Purchaser Custodial Agreement) together with any interest thereon;
 - (ii) to the Company for (A) a profit of £1,000 (to be paid once per annum), less any tax payable on that profit, and (B) application to the payment of any taxes, fees or expenses relating to its corporate existence, maintenance and administration, including any amounts due and payable to any governmental agency on the Company's order to the extent there are Excess Company Funds available for such purpose;
 - (iii) *pari passu* to the Purchaser Liquidity Agent for the Purchaser Liquidity Banks and to the Purchaser Collateral Agent, and the Purchaser

Custodian, the entire amount of fees, expenses, indemnities and breakage and other costs then due and owing to the extent there are Excess Company Funds available for such purpose;

- (iv) to the following Persons in the following order of priority for application to the payment of any of the other obligations of the Company at the time due and payable under any of the Purchaser Documents: the Purchaser Administrator, the Purchaser Manager, the Purchaser Hedging Agent, the Purchaser Investment Advisor and other Persons who have provided services to the Company (including accounting and legal services) to the extent there are Excess Company Funds available for such purpose;
- (v) to each counterparty to a Purchaser Hedge Contract, amounts due and owing to such counterparty under such Purchaser Hedge Contract (other than amounts payable as set forth in Clause 5.3(a)(i));
- (vi) to any facility bank providing an uncommitted loan facility to the Company from time to time in an amount equal to the unpaid principal, accrued interest and other fees then due and owing to such facility bank under such facility;
- (vii) to the issuers of, or other persons who may sell to the Company, Assets which the Company has purchased, to the extent there are Excess Company Funds available for such purpose; and
- (viii) such other amounts as are payable by the Company in accordance with the Purchaser Documents.

If any such funds shall remain unused after being applied for the foregoing purposes, the remaining funds shall continue to be Purchaser Collateral under this Agreement, and shall, at the direction of the Company, be invested by the Purchaser Collateral Agent in accordance with Clause 6, or may be used to purchase additional Assets.

- (b) If a Purchaser Note is presented to the Company for repayment, such Purchaser Note shall be paid in accordance with the terms of the Relevant Purchaser Liquidity Agreement and of this Clause 5.3.
- (c)
 - (i) The Purchaser Collateral Agent shall, when timely so instructed in writing in accordance with Clause 5.3(a), repay each Purchaser Note from funds available for such payment in the Company Account by transferring such funds to the Issuer's relevant Euro Operating Account or the U.S. Operating Account.
 - (ii) If, after giving effect to the transfer contemplated by the immediately preceding section, there will not be sufficient funds to satisfy the repayment of the Purchaser Note, the Company or the Purchaser Administrator shall request a Refunding Borrowing under the Relevant

Purchaser Liquidity Agreement in the amounts required to cure such insufficiency in accordance with the terms of the Relevant Purchaser Liquidity Agreement, and shall deliver a copy of such request to the Purchaser Collateral Agent no later than one (1) hour after the delivery of such request. Such written request may be given by facsimile or e-mail. The proceeds of a Refunding Borrowing shall be remitted to the relevant Commercial Paper Account in accordance with the terms of the Relevant Purchaser Liquidity Agreement. All such payments to a Commercial Paper Account shall be deemed to repay, in the amount thereof, obligations then outstanding under the applicable Purchaser Note.

- (iii) If, after giving effect to the transfer contemplated by the immediately preceding sections, there are insufficient funds on deposit and available in the Company Account to pay the applicable Purchaser Note in full, the Purchaser Collateral Agent shall be entitled, but not required, to pay the Purchaser Note out of the Purchaser Collateral Agent's personal assets before the Purchaser Collateral Agent's close of business that day and the Purchaser Collateral Agent shall thereupon be deemed and treated as the holder of such Purchaser Note and shall be entitled to receive payment for such Purchaser Note in accordance with the terms thereof. The Company shall pay the Purchaser Collateral Agent interest, upon the Purchaser Collateral Agent's demand, on the amount paid by the Purchaser Collateral Agent to the Issuer in respect of such Purchaser Note at a rate per annum equal to the Reference Rate in effect on any day during the period from but not including the day of such payment by the Purchaser Collateral Agent through and including the day the Purchaser Collateral Agent is reimbursed for such amount. Unless the Purchaser Collateral Agent is reimbursed by the Company for payment of such Purchaser Note paid by the Purchaser Collateral Agent pursuant to the foregoing provisions of this Clause 5.3(c) prior to the Purchaser Collateral Agent's making demand for such amount, the Purchaser Collateral Agent shall promptly make demand for payment of such amount. As used herein, "**Reference Rate**" means the rate determined by the Purchaser Collateral Agent (in its sole discretion) equal to the Purchaser Collateral Agent's cost of funds *plus* one (1)%.
- (d) Any funds deposited to the Issuer's relevant Euro Operating Account or the U.S. Operating Account pursuant to this Clause 5.3 shall be treated as a repayment by the Company of the applicable Purchaser Note, and payment of any interest thereon, in an amount equal to such deposit except that, if the Purchaser Collateral Agent is deemed to be the holder of the Purchaser Note pursuant to Clause 5.3(c)(iii), no payment on a Purchaser Note shall be deemed to have been made except to the extent that the Purchaser Collateral Agent actually receives cash payment with respect to such Purchaser Note.
- (e) Notwithstanding any other provisions of this Agreement or the other Purchaser Documents, each payment under Clause 5.3(a)(i)(B) of principal and interest of an Allocated Loan with respect to a Designated Asset shall be payable

solely out of the collections and other payments or proceeds arising from such Designated Asset **plus** any Residual Purchaser Collateral, and such collections, payments or proceeds shall not be allocated to the payment of any other amounts under Clause 5.3(a)(i). Such collections, payments or proceeds shall be allocated to the Purchaser Liquidity Banks on a *pro rata* basis in the proportion which the aggregate principal amount of each Purchaser Liquidity Bank's Loans then Outstanding which are Allocated Loans with respect to the same Designated Asset immediately prior to such payment bears to the aggregate principal amount of all Purchaser Liquidity Banks' Loans then Outstanding which are Allocated Loans with respect to the same Designated Asset, and each payment of interest on such Allocated Loans shall be distributed to the Purchaser Liquidity Banks on a *pro rata* basis in the proportion which the aggregate amount of interest on such Allocated Loans then due and payable to each Purchaser Liquidity Bank bears to the aggregate amount of interest then due and payable to all of the Purchaser Liquidity Banks on such Allocated Loans; **provided that** such collections, payments or proceeds arising from Residual Purchaser Collateral and applied to principal and interest of Loans which are Allocated Loans shall be allocated to the Purchaser Liquidity Banks on a *pro rata* basis in the proportion which the aggregate principal amount of each Purchaser Liquidity Bank's Loans then Outstanding which are Allocated Loans immediately prior to such payment bears to the aggregate principal amount of all Purchaser Liquidity Banks' Loans then Outstanding which are Allocated Loans.

6. CUSTODIAL ACCOUNTS

- 6.1 The parties hereto hereby agree that the dominion and control over the Custodial Accounts shall be determined in accordance with the provisions of the Purchaser Custodial Agreement, and the Purchaser Custodian shall be the agent, depository, securities intermediary and custodian of Account Property.
- 6.2 The parties hereto hereby acknowledge that it is their intention that (a) the Purchaser Collateral Agent has "control" under Section 9-104 of the NYUCC of the funds (in the case of cash) comprising the Account Property, (b) the Purchaser Collateral Agent has "control" under Article 8 of the NYUCC of each "security entitlement" (within the meaning of Section 8-102(a)(17) of the NYUCC) in the "financial assets" (within the meaning of Section 8-102(a)(9) of the NYUCC) comprising the Account Property in or with respect to the U.S. Custodial Asset Accounts by virtue of the power of the Purchaser Collateral Agent, in its capacity as a secured party for the benefit of the Purchaser Secured Parties, to deliver an "entitlement order" (within the meaning of Section 8-102(a)(8) of the NYUCC) to the Purchaser Custodian under the Purchaser Custodial Agreement and (c) the Purchaser Custodian shall be the Securities Intermediary against which the entitlement holders have a security entitlement and shall act in such capacity for purposes of the Purchaser Custodial Agreement.
- 6.3 The Company shall, on any Business Day, at such times as may be agreed to with the Purchaser Custodian, deliver any cash or other items of Purchaser Collateral to the Purchaser Custodian or otherwise include the same within the Purchaser Collateral in accordance with the applicable procedures set forth in the Purchaser Custodial Agreement.

6.4 On or prior to the effective date of this Agreement (or promptly after the acquisition of any Purchaser Collateral, if acquired after the effective date of this Agreement), the parties hereto agree that Purchaser Collateral shall be delivered as follows:

(a) Purchaser Collateral described in paragraphs (i) through (v) below shall be delivered to the Purchaser Custodian in its capacity as Securities Intermediary (references to the Purchaser Custodian in this Clause 6.4 shall be construed as references to it in its capacity as a Securities Intermediary) for credit to the applicable Custodial Account as directed by the Company or the Purchaser Administrator on its behalf (or, after the occurrence of a Foreclosure Event, the Collateral Agent at the direction of the Purchaser Liquidity Agent or, if Lloyds is not the Purchaser Liquidity Agent, the Purchaser Administrator) (terms used in the following provisions that are not otherwise defined are used as defined in Article 8 of the NYUCC):

(i) in the case of each certificated security (other than a clearing corporation security (as defined below)) or instrument by:

(A) in the case of any certificated security or instrument held in a U.S. Custodial Asset Account (1) the delivery of such certificated security or instrument to the Purchaser Custodian registered in the name of the Purchaser Custodian or its affiliated nominee or endorsed to the Purchaser Custodian in blank; (2) causing the Purchaser Custodian to continuously indicate by book-entry that such certificated security or instrument is credited to the applicable Custodial Account; and (3) the Purchaser Custodian maintaining continuous possession of such certificated security or instrument in the State of New York or elsewhere as required by applicable law or regulation; and

(B) in the case of any certificated security or instrument held in a Non-U.S. Custodial Asset Account: (1) the delivery of such certificated security or instrument to the Purchaser Custodian registered to the Company endorsed to the Purchaser Collateral Agent or in blank; (2) causing the Purchaser Custodian to continuously indicate by book-entry that such certificated security or instrument is credited to the applicable Custodial Account; and (3) the Purchaser Custodian maintaining continuous possession of such certificated security or instrument in the State of New York or elsewhere as required by applicable law or regulation.

(ii) in the case of each uncertificated security (other than a clearing corporation security), by causing: (1) such uncertificated security to be continuously registered in the books of the issuer thereof to the Purchaser Custodian or, alternatively (at the election of the Purchaser Collateral Agent at the direction of or with the consent of the Purchaser Liquidity Agent or, if Lloyds is not the Purchaser Liquidity Agent, the Purchaser Administrator), to be continuously registered in the books of the issuer thereof to the Company with a notation that such interest is

subject to the security interest of the Purchaser Collateral Agent (**provided that** notice thereof shall have been given by the Company to such issuer and acknowledged by such issuer to the Purchaser Collateral Agent); and (2) the Purchaser Custodian to continuously indicate by book-entry that such uncertificated security is credited to the applicable Custodial Account;

- (iii) in the case of each clearing corporation security ("**clearing corporation security**") means a security in the custody of or maintained on the books of a clearing corporation), by causing: (1) the relevant clearing corporation to credit such clearing corporation security to the securities account of the Purchaser Custodian at such clearing corporation; and (2) the Purchaser Custodian to continuously indicate by book-entry that such clearing corporation security is credited to the applicable Custodial Account;
 - (iv) in the case of each security issued or guaranteed by the United States of America or agency or instrumentality thereof (other than a security issued by the Government National Mortgage Association) representing a full faith and credit obligation of the United States of America and that is maintained in book-entry records of the Federal Reserve Bank of New York ("**FRBNY**") (each such security, a "**Government Security**"), by causing: (1) the creation of a security entitlement to such Government Security by the credit of such Government Security to the securities account of the Purchaser Custodian at the FRBNY; and (2) the Purchaser Custodian to continuously indicate by book-entry that such Government Security is credited to the applicable Custodial Account; and
 - (v) in the case of each security entitlement not governed by paragraphs (i) through (iv) above, by (1) causing a securities intermediary (x) to indicate by book-entry that the underlying "financial asset" (as defined in Section 8-102(a)(9) of the NYUCC) has been credited to the Purchaser Custodian's securities account, (y) to receive a financial asset from the Purchaser Custodian or acquiring the underlying financial asset for the Purchaser Custodian, and in either case, accepting it for credit to the Purchaser Custodian's securities account or (z) to become obligated under other law, regulation or rule to credit the underlying financial asset to the Purchaser Custodian's securities account, (2) the making by such securities intermediary of entries on its books and records continuously identifying such security entitlement as belonging to the Purchaser Custodian and continuously indicating by book-entry that such security entitlement is credited to the Purchaser Custodian's securities account, and (3) the Purchaser Custodian continuously indicating by book-entry that such security entitlement (or all rights and property of the Purchaser Custodian representing such security entitlement) is credited to the applicable Custodial Account;
- (b) Purchaser Collateral comprised of cash and money shall be delivered to the Purchaser Collateral Agent for deposit in the applicable Custodial Account as

directed by the Company or the Purchaser Administrator on its behalf (or, after the occurrence of a Foreclosure Event, the Purchaser Collateral Agent at the direction of the Purchaser Liquidity Agent or, if Lloyds is not the Purchaser Liquidity Agent, the Purchaser Administrator);

- (c) Any agreements, instruments or documents directly or indirectly evidencing any Purchaser Collateral to the extent constituting collateral that may be perfected by possession pursuant to Section 9-313 of the NYUCC shall be delivered to the Purchaser Collateral Agent to be held by the Purchaser Collateral Agent pursuant to this Agreement in the State of New York; and
- (d) Purchaser Collateral comprised of any property not described in the preceding paragraph (a) through (c) shall be delivered to the Purchaser Collateral Agent for deposit or credit to the applicable Custodial Account as directed by the Company or the Purchaser Administrator on its behalf (or, after the occurrence of a Foreclosure Event, the Collateral Agent at the direction of the Purchaser Liquidity Agent or, if Lloyds is not the Purchaser Liquidity Agent, the Purchaser Administrator) (if such property is of the type of property generally held in such account) or to be held by the Purchaser Collateral Agent as otherwise provided in this Agreement.

- 6.5 It is acknowledged and agreed by the Company that all money, cash and proceeds shall be deposited in the applicable Custodial Accounts and all Permitted Investments shall be delivered to the applicable Custodial Accounts.

7. INVESTMENT OF FUNDS CREDITED TO THE COMPANY ACCOUNT

- 7.1 The Purchaser Collateral Agent shall, at the written request of the Company, or, if a Programme Termination Event has occurred and is continuing, at the written request of the Purchaser Liquidity Agent, or, if the Purchaser Liquidity Agent is not Lloyds, the Purchaser Administrator, invest and reinvest, in the name of the Purchaser Collateral Agent or in the name of its nominee, funds credited to the Company Account in Permitted Investments as may be designated in such request. All such investments and the interest and income received thereon and the net proceeds realized on the sale or redemption thereof shall be credited to the Company Account. The Purchaser Collateral Agent shall have no responsibility or liability for losses resulting from such investments except for a loss resulting from the Purchaser Collateral Agent's gross negligence or wilful misconduct.
- 7.2 In no event shall the Purchaser Collateral Agent be liable for the selection of Permitted Investments. The Purchaser Collateral Agent shall have no liability in respect of losses incurred as a result of the liquidation of any investment prior to its stated maturity or the failure of the Company or the Purchaser Liquidity Agent, as the case may be, to provide timely written investment instructions. The Purchaser Collateral Agent shall have no obligation to invest or reinvest any amounts held under this Agreement in the absence of written investment instructions.

8. FURTHER ASSURANCES, AFFIRMATIVE COVENANTS

- 8.1 The Company agrees that from time to time, at its own cost and expense, it will (i) promptly execute and deliver and will cause to be executed and delivered, all further

instruments and documents, including financing and continuation statements, and (ii) will take all further action and will cause all further action to be taken that the Purchaser Collateral Agent, the Purchaser Liquidity Agent or the Purchaser Sub-Administrator may request or is required by law, in order to create, preserve, perfect and protect each Security Interest granted under this Agreement or under the other Purchaser Security Documents, or to enable the Purchaser Collateral Agent, the Purchaser Liquidity Agent or the Purchaser Sub-Administrator to exercise and enforce its rights and remedies under this Agreement or under the other Purchaser Security Documents.

- 8.2 In addition, the Company will deliver to the Purchaser Collateral Agent on the date hereof, and if requested by the Purchaser Collateral Agent, will thereafter annually deliver to the Purchaser Collateral Agent, an opinion of counsel that any Security Interest granted hereunder or under the other Purchaser Security Documents as of the date of such opinion is a perfected Security Interest (or the equivalent) in the jurisdiction of the laws of which would govern the perfection of such Security Interest.
- 8.3 The Company hereby authorizes the Purchaser Collateral Agent to file at the Company's expense, one or more financing or continuation statements, and amendments thereto (as shall be provided to the Purchaser Collateral Agent in accordance with Clauses 8 and 9), and authorizes the Purchaser Collateral Agent, at the written direction of the Purchaser Liquidity Agent, to take all such further action and execute all such further documents and instruments (as shall be provided to the Purchaser Collateral Agent in accordance with Clauses 8 and 9) as may be necessary or desirable in order to create, preserve, perfect and protect the Security Interests granted hereby or under the other Purchaser Security Documents, without the signature of the Company where permitted by law. The Company hereby authorizes the filing of the Uniform Commercial Code financing statements describing as the collateral covered thereby "all assets of the debtor, including all personal property of the debtor, whether now owned or existing or hereafter acquired or arising" or words to that effect, and any limitations on such collateral description, notwithstanding that such collateral description may be broader in scope than the Purchaser Collateral described in this Agreement. For purposes of such filings, the Company agrees to furnish any information requested by the Purchaser Collateral Agent promptly upon request by the Purchaser Collateral Agent. Whenever applicable law requires the signature of the Company on a document to be filed to preserve, perfect or protect the Security Interest granted hereby or under the other Purchaser Security Documents, the Company hereby irrevocably and by way of security appoints the Purchaser Collateral Agent as the Company's attorney-in-fact, with full power of substitution, to sign the Company's name on any such document. Notwithstanding anything herein to the contrary, the Purchaser Collateral Agent shall be under no obligation to file and prepare financing statements or continuation statements or to take any action or to execute any further documents or instruments in order to create, preserve or perfect the Security Interests granted hereunder or under the other Purchaser Security Documents, such obligation being solely the obligation of the Company.
- 8.4 The Company will at all times keep, or cause to be kept, accurate and complete books and records with respect to the Purchaser Collateral and the Charged Property and agrees that the Purchaser Collateral Agent, the Purchaser Liquidity Agent, the Purchaser Administrator or their respective representatives (including the Purchaser

Sub-Administrator) shall have the right at any time and from time to time, upon not less than one (1) Euro Business Day's notice, to call at the Company's place of business during normal business hours to inspect and examine the books and records of the Company relating to the Purchaser Collateral and the Charged Assets to make extracts therefrom and copies thereof at the Company's sole expense.

- 8.5 The Company will observe and perform its obligations under each Purchaser Document during the term of each such agreement.
- 8.6 Unless otherwise notified in writing, the Company's address at its principal place of business will be Third Floor, 1 King's Arms Yard, London EC2R 7AF.
- 8.7 Except as otherwise permitted under this Agreement or the other Purchaser Documents, the Company will not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Purchaser Collateral and the Charged Assets or (ii) create or suffer to exist any lien, Security Interest or other charge or encumbrance upon or with respect to any of the Purchaser Collateral and the Charged Assets to secure indebtedness of any Person.
- 8.8 In addition, the Company makes the following representations and warranties to the Purchaser Collateral Agent:
 - (a) This Agreement creates a valid and continuing security interest (as defined in the applicable Uniform Commercial Code) in the Purchaser Collateral in which a security interest can be created pursuant to the NYUCC and the Bank Account Charge creates a valid and continuing security interest in the Charged Assets, in each case in favor of the Purchaser Collateral Agent, which security interests are prior to all other liens, and are enforceable as such as against creditors of and purchasers from the Company, except as such enforcement may be limited by (i) any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally or (ii) the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law).
 - (b) All of the financial assets described in Clause 2 have been and will have been credited to one of the securities accounts referred to in Clause 2. The Custodian, as securities intermediary for each such securities account, has agreed to treat all assets credited to the securities accounts as "financial assets" within the meaning of the Uniform Commercial Code.
 - (c) The Purchaser Collateral constitutes one or more of the following types of property: "accounts", "cash", "deposit accounts", "financial assets", "general intangibles", "instruments", "investment property", "tangible chattel paper", "goods", or "electronic chattel paper" within the meaning of the applicable Uniform Commercial Code.
 - (d) The Company owns and has good and marketable title to the Purchaser Collateral and the Charged Assets free and clear of any lien, claim or encumbrance of any Person (except as created hereunder or the other Purchaser Security Documents).

- (e) The Company has received all consents and approvals required by the terms of the financial assets described in Clause 2 to the transfer to the Purchaser Collateral Agent of its interest and rights in such financial assets hereunder and under the other Purchaser Security Documents.
- (f) The Company has caused or will have caused the filing of all appropriate financing statements or similar instruments in the proper filing office in the appropriate jurisdictions under applicable law at such times as are necessary in order to perfect the Security Interest in the Purchaser Collateral granted to the Purchaser Collateral Agent (i) in the Purchaser Collateral hereunder and in any event within 10 days of when such filing can be made and (ii) in the Charged Assets under the Bank Account Charge and where the Company is registered in England and Wales, in any event within 21 days of when such filing can be made.
- (g) The Company is a limited liability company organized under the laws of England and Wales and its sole "place of business" and "chief executive office" (within the meaning of Section 9-307 of the NYUCC) are in London, England.
- (h) Other than the Security Interest granted to the Purchaser Collateral Agent pursuant to this Agreement and the other Purchaser Security Documents, the Company has not pledged, assigned, sold, granted a Security Interest in, or otherwise conveyed any of the Purchaser Collateral or the Charged Assets. The Company has not authorized the filing of and is not aware of any financing statements against the Company that include a description of collateral covering the Purchaser Collateral or the Charged Assets other than any financing statement relating to the Security Interest granted to the Purchaser Collateral Agent hereunder or that has been terminated. The Company is not aware of any judgment or tax lien filings against the Company.
- (i) The Custodial Accounts and the Company Accounts are not in the name of any Person other than the Company or the Purchaser Collateral Agent. The Company has not consented to the Custodian, in its capacity as securities intermediary of the Custodial Accounts and the Company Accounts, to comply with entitlement orders of any Person other than the Purchaser Collateral Agent.
- (j) The Company has delivered to the Purchaser Collateral Agent a fully executed agreement pursuant to which the Securities Intermediary has agreed to comply with all instructions originated by the Purchaser Collateral Agent relating to the Custodial Accounts without further consent by the Company.
- (k) The representations and warranties set forth in and made pursuant to Clause 8.8(a) through Clause 8.8(j) shall survive any termination of this Agreement by any of the parties hereto.
- (l) The foregoing representations and warranties contained in Clause 8.8(a) through Clause 8.8(k) shall not be waived by any of the parties hereto without the prior consent of the Rating Agencies while the Commercial Paper Notes are rated by a Rating Agency.

9. PURCHASER COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT

9.1 The Company hereby irrevocably appoints the Purchaser Collateral Agent, with full power of substitution, as the Company's attorney-in-fact, with full power and authority in the place and stead of the Company and in the name of the Company or otherwise, from time to time after the occurrence of a Programme Termination Event or Foreclosure Event, to take any action, to execute any instruments and to exercise any rights, privileges, options, elections or powers of the Company pertaining or relating to the Purchaser Collateral or the Charged Assets which the Purchaser Liquidity Agent may deem necessary or desirable to perfect, preserve, protect and enforce its Security Interest in the Purchaser Collateral or the Charged Assets and otherwise to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, the foregoing power of attorney hereby gives the Purchaser Collateral Agent, after the occurrence of a Programme Termination Event or Foreclosure Event at the written direction of the Purchaser Liquidity Agent or, if Lloyds is not the Purchaser Liquidity Agent, the Purchaser Administrator, the power and right on behalf and in the name of the Company, without notice to or assent by the Company, to the extent permitted by applicable law, to do the following, in each case on behalf of the Purchaser Secured Parties:

- (a) to ask for, demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due with respect to the Purchaser Collateral or the Charged Assets;
- (b) to receive, take, endorse, assign and deliver any and all checks, notes, drafts, acceptances, documents and other negotiable and non negotiable instruments, documents and chattel paper taken or received by the Purchaser Collateral Agent in connection herewith and therewith;
- (c) to commence, file, prosecute, defend, settle, compromise or adjust any claim, suit, action or proceeding with respect to the Purchaser Collateral or the Charged Assets;
- (d) to sell, transfer, assign or otherwise deal in or with the Purchaser Collateral or the Charged Assets or any part thereof pursuant to the terms and conditions hereunder and thereunder and vote proxies with respect to securities and other property included in the Purchaser Collateral or the Charged Assets;
- (e) to transfer all or any part of the Purchaser Collateral or the Charged Assets into the name of the Purchaser Collateral Agent or its nominee, with or without disclosing that such Purchaser Collateral or the Charged Assets is subject to the security interest under the Purchaser Documents;
- (f) to notify the parties obligated on any of the Purchaser Collateral or the Charged Assets to make payment to the Purchaser Collateral Agent of any amount due or to become due thereunder; and
- (g) to do, at its option and at the expense and for the account of the Company, at any time or from time to time, all acts and things which the Purchaser Collateral Agent reasonably deems necessary to protect or preserve the

Purchaser Collateral or the Charged Assets and to realize upon the Purchaser Collateral or the Charged Assets.

this Clause 9.1 shall not be interpreted to relieve the Company of its duties hereunder.

- 9.2 The Purchaser Collateral Agent shall not have any duty to take any such action, to execute any such instrument, to exercise any such rights, privileges, options, elections or powers or to sell or to otherwise realize upon any of the Purchaser Collateral or the Charged Assets, as hereinafter authorized, except as directed in writing by the Purchaser Liquidity Agent or, if Lloyds is not the Purchaser Liquidity Agent, the Purchaser Administrator, and, in the absence of any such written direction, the Purchaser Collateral Agent shall not be responsible for any failure to do so or delay in so doing. The Purchaser Collateral Agent shall have no obligation or liability in respect of the filing, refiling, re-recording or monitoring the status of any financing or continuation statements or any other similar documentation relating to the perfection of the Security Interest granted in the Purchaser Collateral or the Charged Assets. All powers of attorney, authorizations and agencies contained in this Agreement are by way of security and irrevocable and are powers coupled with an interest.

10. PURCHASER COLLATERAL AGENT MAY PERFORM

If the Company fails to perform any agreement contained in any Purchaser Security Document, the Purchaser Collateral Agent, at the written direction of the Purchaser Liquidity Agent or if Lloyds is not the Purchaser Liquidity Agent, the Purchaser Administrator, may (but shall not be obligated to) itself perform, or cause performance of, such agreement. Subject to the Company having Excess Company Funds available for such purpose in accordance with the payment priorities set out in Clause 5.3, the Company shall reimburse the Purchaser Collateral Agent on demand for any amounts paid or any expenses incurred by the Purchaser Collateral Agent in connection therewith.

11. RIGHTS AND REMEDIES

- 11.1 Upon the Purchaser Collateral Agent receiving notice from the Company or the Purchaser Administrator on behalf of the Company of the occurrence of a Foreclosure Event, or upon the Collateral Agent obtaining actual knowledge of a Foreclosure Event, the Purchaser Collateral Agent shall (i) promptly (and in no event later than two (2) Business Days thereafter) provide notice of the occurrence of a Foreclosure Event, specifying the Foreclosure Event which has occurred, to the Company, the Purchaser Administrator, the Purchaser Custodian, the Rating Agencies, each of the Hedge Counterparties of the Company and the Administrative Agent, (ii) promptly (and in no event later than two (2) Business Days thereafter) deliver a "Notice of Exclusive Control" to the Purchaser Custodian pursuant to, and as defined in, the Purchaser Custodial Agreement, and (iii) take such actions to administer the Purchaser Collateral and enforce this Agreement on behalf of the Purchaser Secured Parties (including by exercise of its rights under Clause 9.1) at the direction of the Purchaser Liquidity Agent or, if Lloyds is not the Purchaser Liquidity Agent, in accordance with and subject to the provisions hereof.
- 11.2 If a Foreclosure Event shall occur and is continuing, the Purchaser Collateral Agent, for the benefit of the Purchaser Secured Parties, at the written direction of the

Purchaser Liquidity Agent, or, notwithstanding anything to the contrary, if Lloyds is not the Purchaser Liquidity Agent, the Purchaser Administrator, shall:

- (a) take possession of the Purchaser Collateral forthwith or at any time thereafter, in which case the Company shall marshal and deliver the Purchaser Collateral to the Purchaser Collateral Agent or its designee at such time and place as the Purchaser Collateral Agent may specify;
- (b) succeed to the Company's rights with respect to the Assets, and guarantees and insurance thereof and collateral security therefor, the Purchaser Custodial Agreement, the Purchaser Administration Agreement, each Purchaser Liquidity Agreement and each Purchaser Hedge Contract to which the Company is a party and all of the agreements relating thereto, except that, notwithstanding the foregoing, the Purchaser Collateral Agent shall have no authority to purchase any additional Assets; and
- (c) collect, receive, appropriate and realize upon the Purchaser Collateral, give an option or options to purchase or sell the whole or, from time to time, any part of the Purchaser Collateral by sale for the quoted purchase price of the highest bidder of at least two bidders independent from Lloyds or any Affiliate thereof, in such order or otherwise in such manner and at such prices and on such terms and conditions as the Purchaser Liquidity Agent or, if Lloyds is not the Purchaser Liquidity Agent, the Purchaser Administrator, in its sole discretion, may direct the Purchaser Collateral Agent in writing; **provided that**, the Company may agree to waive any requirements applicable (by law, contract or otherwise) to the disposition of Purchaser Collateral if Lloyds and/or any of its affiliates agree to purchase Assets at a purchase price for the relevant Asset which is at least equal to the Principal Balance of such Asset, and the Purchaser Collateral Agent is hereby authorized and directed to proceed with any disposition to Lloyds and/or its affiliates which meets such purchase price requirement; **provided further that**, a Foreclosure Event described in paragraph (b) of the definition of "Foreclosure Event" herein shall occur, without the occurrence of any other event constituting a Foreclosure Event, no sale of Assets, whether in whole or in part, shall take place unless the proceeds of such sale, when applied in accordance with Clause 5.3, are at least equal to the Face Amount of the applicable Purchaser Note issued to fund or maintain such Assets.

- 11.3 The Purchaser Collateral Agent and the Purchaser Secured Parties shall have, with respect to the Purchaser Collateral, in addition to any other rights and remedies which may be available to it or them at law or in equity or pursuant to this Agreement or any other contract or agreement, all rights and remedies of a secured party under any applicable version of the Uniform Commercial Code of the relevant jurisdictions relating to the Purchaser Collateral, and it is expressly agreed that if the Purchaser Collateral Agent should proceed to dispose of or utilize the Purchaser Collateral, or any part thereof in accordance with the provisions of said versions of the Uniform Commercial Code, ten (10) days' notice by the Purchaser Collateral Agent to the Company shall be deemed to be reasonable notice under any such provision requiring such notice; **provided that** if the Purchaser Collateral consists of marketable securities, such reasonable period may be shortened to less than the ten (10) day period referred to above. Except as required by applicable law, any sale of Purchaser

Collateral by the Purchaser Collateral Agent may be made in one or more lots at public or private sale, for cash, on credit or for future delivery, and upon such terms as the Purchaser Liquidity Agent or, if Lloyds is not the Purchaser Liquidity Agent, the Purchaser Administrator may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind. The Purchaser Collateral Agent shall incur no liability as a result of the sale of the Purchaser Collateral, or any part thereof, at any public or private sale or as a result of the exercise of any other rights or remedies which may be available to it.

The Company hereby waives, to the extent permitted by applicable law, any claims against the Purchaser Collateral Agent or any Purchaser Secured Party arising by reason of the fact that the price at which Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Obligations, even if the Purchaser Collateral Agent accepts the first offer received and does not offer such Collateral to more than one possible purchaser. The Purchaser Collateral Agent shall not be obligated to make any sale of Purchaser Collateral regardless of notice of sale having been given. Any Purchaser Secured Party and/or any of their Affiliates may be a purchaser at such sale if such purchase is for cash and is made without netting any amounts owed by the Company to such purchaser. The Purchaser Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Company shall cooperate with the Purchaser Collateral Agent in all reasonable ways in order to assist the Purchaser Collateral Agent in the sale and other disposition of the Purchaser Collateral.

- 11.4 In exercising its rights under this Agreement, the Purchaser Collateral Agent will act in accordance with the written directions of the Purchaser Liquidity Agent or, if Lloyds is not the Purchaser Liquidity Agent, the Purchaser Administrator.
- 11.5 The Company, to the extent it may lawfully do so, on behalf of itself and all who may claim through or under it, including any and all subsequent creditors, vendees, assignees and lienors, expressly waives and releases any, every and all rights to presentment, demand, protest or any notice (to the extent permitted by applicable law and except as specifically provided in this Clause 11) of any kind upon the Company or any other Person in connection with this Agreement or any Purchaser Collateral or to have any marshalling of the Purchaser Collateral upon any sale, whether made under any power of sale granted hereunder or any other Purchaser Document, or pursuant to judicial proceedings or upon any foreclosure or any enforcement of this Agreement or any other Purchaser Document and consents and agrees that all the Purchaser Collateral may at any such sale be offered and sold as an entirety or in lots or otherwise as the Purchaser Collateral Agent may determine or be directed hereunder.
- 11.6 The Purchaser Collateral Agent shall have the right and power to institute and maintain such suits and proceedings as it may deem appropriate to protect and enforce the rights vested in it and the other Purchaser Secured Parties by this Agreement and the other Purchaser Documents. After the occurrence and during the continuation of a Foreclosure Event, the Purchaser Collateral Agent may, either after entry or without entry, proceed by suit or suits at law or in equity to enforce such rights and to foreclose upon the Purchaser Collateral and to sell all, or from time to time any, of the

Purchaser Collateral under the judgment or decree of a court of competent jurisdiction. The Purchaser Collateral Agent shall not take any of the actions permitted by this paragraph unless directed to do so by the Purchaser Liquidity Agent or, if Lloyds is not the Purchaser Liquidity Agent, the Purchaser Administrator.

- 11.7 If a receiver of the Purchaser Collateral shall be appointed in judicial proceedings, the Purchaser Collateral Agent may be appointed as such receiver. Notwithstanding the appointment of a receiver, but subject to an order of the court in the judicial proceedings referred to above, each of the Purchaser Collateral Agent and the Purchaser Custodian shall be entitled to retain possession and control of all cash or property held by or deposited with it or its agents pursuant to any provision of this Agreement or the Purchaser Custodial Agreement, as applicable.
- 11.8 All the provisions of this Clause 11 are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

12. APPLICATION OF PROCEEDS

The Purchaser Collateral Agent shall credit the net proceeds of any realization on the whole or any part of the Purchaser Collateral pursuant to Clause 11 (after deducting all reasonable costs and expenses of every kind properly incurred therein or in connection therewith, or incidental to the care or safekeeping of any such Purchaser Collateral, or in any way relating to the exercise of rights of the Purchaser Collateral Agent with respect to the Purchaser Collateral, including reasonable attorney's fees and expenses) to the Company Account and apply such net proceeds in the same order of priority as set forth in Clause 5.3. Subject to the provisions of Clause 27, the Company shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Purchaser Collateral or the Charged Assets are insufficient to pay the Obligations.

13. THE PURCHASER COLLATERAL AGENT

13.1 Appointment.

By accepting the benefits of the Security Interest granted in this Agreement, each Purchaser Secured Party is deemed to hereby irrevocably designate and appoint The Bank of New York Mellon (London Branch), in its capacity as the Purchaser Collateral Agent to act as its agent and trustee under this Agreement, and irrevocably authorize the Purchaser Collateral Agent to take such action on its behalf under the provisions of this Agreement and to exercise such powers and perform such duties as are expressly delegated to the Purchaser Collateral Agent by the terms of this Agreement. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Purchaser Collateral Agent shall not have any duties or responsibilities, except those expressly set forth in this Agreement, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Purchaser Collateral Agent. The Purchaser Collateral Agent hereby accepts its appointment as purchaser collateral agent, subject to, and in reliance upon, the provisions of this Clause 13.1. The

Purchaser Collateral Agent shall hold the benefit of the covenants and Security Interests given by the Company pursuant to this Agreement upon trust for the Purchaser Secured Parties pursuant to this Agreement and the Bank Account Charge.

13.2 Exculpatory Provisions.

- (a) Neither the Purchaser Collateral Agent nor any of its officers, directors, members, employees, agents, attorneys-in-fact or Affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement (except for its or such Person's own gross negligence or willful misconduct) or (b) responsible in any manner to the Purchaser Liquidity Agent, any Purchaser Liquidity Bank or any other Person for any recitals, statements, representations or warranties made by the Company or any officer thereof contained in the Relevant Purchaser Liquidity Agreement or any other Purchaser Document or in any certificate, report, statement or other document referred to or provided for in the Relevant Purchaser Liquidity Agreement or any other Purchaser Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of the Relevant Purchaser Liquidity Agreement, any other Purchaser Document or the Security Interest granted hereunder, or for any failure of the Company to perform its obligations thereunder. The Purchaser Collateral Agent shall not be under any obligation to the Purchaser Liquidity Agent, any Purchaser Liquidity Bank or any other Person to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or any conditions of the Relevant Purchaser Liquidity Agreement or any other Purchaser Document, or to inspect the properties, books or records of the Company. The Purchaser Collateral Agent shall not be required to expend or risk its own funds or incur any liability, financial or otherwise, in connection with the performance of its obligations hereunder, nor shall it be required to take any action unless it is satisfied that an adequate indemnity has been or will be provided to it.
- (b) The Purchaser Collateral Agent shall be regarded as making no representations and having no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of any Asset, and will not be required to and will not make any representations as to the validity, value or genuineness of any Asset.

13.3 Reliance by Purchaser Collateral Agent.

The Purchaser Collateral Agent shall be entitled to conclusively rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, instruction, direction, opinion, certificate, affidavit, letter, cablegram, telegram, telecopy, email message, telex or telex message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Company), accountants and other experts selected by the Purchaser Collateral Agent. The Company accepts that some methods of communication are not secure and the Purchaser Collateral Agent shall incur no liability for receiving and acting upon instructions via such non secure methods. Without limiting the foregoing, the Purchaser Collateral Agent may conclusively rely upon a certificate

from the Purchaser Liquidity Agent specifying the Purchaser Liquidity Banks that are parties to the Relevant Purchaser Liquidity Agreement and the respective amounts of their Commitments thereunder. The Purchaser Collateral Agent shall in all cases act under this Agreement in accordance with the instructions of the Purchaser Liquidity Agent, or the Company, as the case may be; **provided that** the Purchaser Collateral Agent shall be fully justified in failing or refusing to take any action under this Agreement unless it shall first receive such advice or concurrence as it deems appropriate or it shall first be indemnified to its satisfaction against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Purchaser Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement in accordance with a request of the Purchaser Liquidity Agent, the Company or the Purchaser Administrator acting on behalf of the Company (as applicable), and such request and any action taken or failure to act pursuant thereto shall be binding upon all Purchaser Secured Parties.

13.4 Notice of Default.

The Purchaser Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of any Foreclosure Event or Programme Termination Event unless the Purchaser Collateral Agent has received written notice from the Purchaser Liquidity Agent, the Purchaser Administrator, the Administrative Agent, Cancara Asset Securitisation Limited or the Company referring to this Agreement and describing such Programme Termination Event or Foreclosure Event unless a Responsible Officer of the Purchaser Collateral Agent has actual knowledge of such Programme Termination Event or Foreclosure Event.

13.5 Non-Reliance on Purchaser Collateral Agent.

Without prejudice to Clause 4.1, neither the Purchaser Collateral Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or affiliates has made any representations or warranties to the Company, the Purchaser Administrator, the Purchaser Liquidity Agent, any Purchaser Liquidity Bank or any Purchaser Secured Party and no act by the Purchaser Collateral Agent hereafter taken, including any review of the affairs of the Company, shall be deemed to constitute any representation or warranty by the Purchaser Collateral Agent to the Company, the Purchaser Administrator, the Purchaser Liquidity Agent, any Purchaser Liquidity Bank or any other Purchaser Secured Party. Each Purchaser Liquidity Bank by accepting the benefits of this Agreement, represents to the Purchaser Collateral Agent that it has, independently and without reliance upon the Purchaser Collateral Agent, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Company and made its own decision to extend credit to the Company. Each Purchaser Liquidity Bank, by accepting the benefits of this Agreement, agrees that it will, independently and without reliance upon the Purchaser Collateral Agent, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Company.

13.6 Successor Purchaser Collateral Agent.

- (a) The Purchaser Collateral Agent may resign as purchaser collateral agent upon sixty (60) days' notice to the Company and the Purchaser Liquidity Agent, the Purchaser Administrator or the Company may remove the Purchaser Collateral Agent at any time upon sixty (60) days' notice to the Company and the Purchaser Liquidity Agent, each Commercial Paper Placement Agent, and each Rating Agency and the Company (or the Administrative Agent acting on its behalf) shall remove the Purchaser Collateral Agent if at any time the Purchaser Collateral Agent ceases to satisfy the requirements of Clause 13.6(b) by providing notice to each Commercial Paper Placement Agent, each Rating Agency and the Administrative Agent; **provided, however, that** any such resignation (including where that resignation is a result of the Purchaser Collateral Agent ceasing to be an Eligible Institution) or removal shall not be effective unless and until (a) a successor Purchaser Collateral Agent is appointed pursuant to this Agreement (including Clause 13.6(b) and (b) each Rating Agency shall have provided written confirmation that such action will not cause the then existing rating of the Commercial Paper Notes to be reduced or withdrawn. If the Purchaser Collateral Agent shall resign or be removed as purchaser collateral agent under this Agreement, then the Purchaser Liquidity Agent, the Purchaser Administrator, with, if no Foreclosure Event has occurred and is continuing, the prior consent of the Company (such consent not to be unreasonably withheld or delayed), shall appoint a commercial bank having at least an investment grade long-term debt rating from each Rating Agency, as successor purchaser collateral agent for the Purchaser Secured Parties. If the Purchaser Administrator has not succeeded in appointing a successor Purchaser Collateral Agent within sixty (60) days following the date of such notice of resignation to the Company and the Purchaser Liquidity Agent or the date of notice of removal to the Purchaser Collateral Agent, either the Purchaser Collateral Agent at the expense of the Company or the Company may petition any court of competent jurisdiction for the appointment of a successor Purchaser Collateral Agent. Upon (i) acceptance of such appointment by such successor purchaser collateral agent and (ii) the filing of any necessary amendments to any filings or UCC financing statements to reflect such appointment, such successor purchaser collateral agent shall succeed to the rights, powers and duties of the Purchaser Collateral Agent, and the term "Purchaser Collateral Agent" shall mean such successor purchaser collateral agent effective upon its appointment, and the former Purchaser Collateral Agent's rights, powers and duties as Purchaser Collateral Agent shall be terminated (subject to its lien securing any amounts due and owing to it under this Agreement), without any other or further act or deed on the part of such former Purchaser Collateral Agent and the successor Purchaser Collateral Agent shall be entitled to amend any filing or UCC financing statements and any other filings, recordation and declarations it deems advisable or necessary in connection with such termination and cancellation. After any retiring Purchaser Collateral Agent's resignation under this Agreement as Purchaser Collateral Agent, the provisions of Clause 13 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Purchaser Collateral Agent under this Agreement. The Purchaser Collateral Agent shall retain all rights it may have

to payments of all outstanding amounts due and payable to the Purchaser Collateral Agent in accordance with this Agreement, and all such amounts shall promptly be paid to the Purchaser Collateral Agent, notwithstanding any termination under this Clause 13.6.

- (b) The Purchaser Collateral Agent shall at all times be an Eligible Institution. If at any time the Purchaser Collateral Agent shall cease to be eligible in accordance with the provisions of this Clause, it shall resign immediately in the manner and with the effect hereinafter specified in this Clause 13.6.

13.7 Protections of Purchaser Collateral Agent.

- (a) In the absence of bad faith on the part of the Purchaser Collateral Agent, the Purchaser Collateral Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Purchaser Collateral Agent which conform to the requirements of this Agreement.
- (b) The Purchaser Collateral Agent shall not be liable for any error of judgment made in good faith by an officer or officers of the Purchaser Collateral Agent, unless it shall be conclusively determined by a court of competent jurisdiction that the Purchaser Collateral Agent was grossly negligent in ascertaining the pertinent facts.
- (c) None of the provisions of this Agreement shall require the Purchaser Collateral Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.
- (d) Whenever in the administration of the provisions of this Agreement the Purchaser Collateral Agent shall deem it necessary or desirable that a matter be provided or established prior to taking or suffering any action to be taken hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of gross negligence or bad faith on the part of the Purchaser Collateral Agent, be deemed to be conclusively proved and established by a certificate signed by the Purchaser Administrator or the Purchaser Liquidity Agent and delivered to the Purchaser Collateral Agent and, in the absence of gross negligence or bad faith on the part of the Purchaser Collateral Agent, the Purchaser Collateral Agent shall be entitled to rely on and shall be fully protected in relying on such certificate for any action taken, suffered or omitted by it under the provisions of this Agreement in reliance upon such certificate.
- (e) The Purchaser Collateral Agent may consult with counsel of its selection and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel.

- (f) The Purchaser Collateral Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document.
- (g) Any corporation into which the Purchaser Collateral Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Purchaser Collateral Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Purchaser Collateral Agent shall be the successor of the Purchaser Collateral Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument or transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding; **provided that** the Purchaser Collateral Agent shall provide prior written notice of any such event to the Company and the Purchaser Liquidity Agent and the Purchaser Administrator.

13.8 The Purchaser Collateral Agent may in the conduct of the trusts and powers under this Agreement (i) employ and pay an agent selected by it to transact or conduct any business and to do all acts required to be done by it (including the receipt and payment of money); (ii) delegate to any person on any terms (including power to sub delegate) all or any of its functions; and (iii) appoint, on such terms as it may determine, or remove, any person to act either as separate or joint collateral agent with those rights and obligations vested in the Purchaser Collateral Agent by this Agreement or any Purchaser Document. Subject to this Clause 13, the Purchaser Collateral Agent will not be: (x) responsible to anyone for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of any misconduct or omission by any agent, delegate or collateral agent appointed by it pursuant to this sub clause; or (y) bound to supervise the proceedings or acts of any such agent, delegate or collateral agent; **provided that** it exercises reasonable care in selecting that agent, delegate or collateral agent;

13.9 The Purchaser Collateral Agent is not precluded from entering into other business relationships with other transaction parties.

14. **LIMITATION ON PURCHASER COLLATERAL AGENT'S DUTY IN RESPECT OF PURCHASER COLLATERAL**

Except as set forth in this Agreement and beyond the exercise of reasonable care in the custody of the Purchaser Collateral, the Purchaser Collateral Agent shall not have any duty as to any Purchaser Collateral in its possession or control or in possession or control of any agent or nominee of it or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Purchaser Collateral Agent shall not be responsible for determining whether to file any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any Security Interest in the Purchaser Collateral. The Purchaser Collateral Agent shall be deemed to have exercised reasonable care in the custody of the Purchaser Collateral in its possession if the Purchaser Collateral is accorded treatment substantially equal to that which it accords its own property.

The Purchaser Collateral Agent shall not be responsible for the existence, genuineness or value of any of the Purchaser Collateral or for the validity, perfection, priority or enforceability of the Security Interests in any of the Purchaser Collateral, whether impaired by operation of law or by reason of any of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of the Purchaser Collateral Agent, for the validity or sufficiency of the title of the Company to the Purchaser Collateral, for insuring the Purchaser Collateral or for the payment of taxes, charges, assessments or liens upon the Purchaser Collateral or otherwise as to the maintenance of the Purchaser Collateral.

15. NO PETITION

The Purchaser Collateral Agent agrees that it will not institute against, or join any person in instituting against, the Company any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other similar proceeding under the laws of any jurisdiction, for one year and a day after the date the latest maturing of the (i) Commercial Paper Notes and (ii) medium term notes issued by Cancara Asset Securitisation Limited, if any, is paid in full. The obligations of the Purchaser Collateral Agent under this Clause 15 shall survive termination of this Agreement or the replacement of the Purchaser Collateral Agent.

16. WAIVER OF STAYS, ETC

To the fullest extent that the Company may lawfully so agree, the Company agrees that it will not at any time plead, claim or take the benefit of any appraisal, valuation, stay, extension, moratorium or redemption law now or hereafter in force to prevent or delay the enforcement of this Agreement or the absolute sale of any portion of or all of the Purchaser Collateral or the possession thereof by any purchaser at any sale under this Agreement, and the Company, for itself and all who may claim under the Company, as far as the Company now or hereafter lawfully may do so, hereby waives the benefit of all such laws with respect to or in relation to this Agreement.

17. PAYMENT OF EXPENSES AND TAXES

17.1 Subject to Excess Company Funds being available for such purpose in accordance with payment priorities set out in Clause 5.3, the Company agrees, subject to Clause 5.3 and to the extent reasonable:

- (a) to pay or reimburse the Purchaser Collateral Agent for all of its reasonable out-of-pocket costs and expenses properly incurred in connection with the preparation and execution of, and any amendment, supplement or modification to, this Agreement and any other documents prepared in connection therewith, and the consummation of the transactions contemplated thereby;
- (b) to pay or reimburse the Purchaser Collateral Agent for all of its reasonable fees, costs and expenses incurred in connection with its acceptance and administration of the agency under this Agreement and the enforcement or preservation of any rights under this Agreement (including as contemplated by Clause 11.6) and any such other documents, including reasonable fees and disbursements of counsel to the Purchaser Collateral Agent;

- (c) to pay, indemnify, and to hold the Purchaser Liquidity Agent, each Purchaser Liquidity Bank and the Purchaser Collateral Agent harmless from and against, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp and other taxes, if any, which may be payable or determined to be payable in connection with the execution and delivery of or consummation of any of the actions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, and any such other documents; and
- (d) to pay, indemnify, and hold the Purchaser Liquidity Agent, each Purchaser Liquidity Bank and the Purchaser Collateral Agent and their shareholders, officers, directors, agents and employees (each, an "**Indemnified Party**") harmless from and against any and all other liabilities, obligations, losses (except loss of profit), damages, penalties, actions, judgments, suits, costs, expenses (including the reasonable fees and expenses of counsel) or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement and any such other documents

(all the foregoing, collectively, the "**Indemnified Liabilities**"); **provided that** the Company shall have no obligation under this Agreement to the Purchaser Collateral Agent, the Purchaser Liquidity Agent, any such Purchaser Liquidity Bank or any other Indemnified Party with respect to Indemnified Liabilities arising from the gross negligence or willful misconduct of such Person. The Company's obligations to the Purchaser Liquidity Banks, the Purchaser Liquidity Agent, the Purchaser Collateral Agent and the other Indemnified Parties under this Clause 17 shall survive the termination of this Agreement or the earlier resignation or removal of the Purchaser Collateral Agent, the Purchaser Liquidity Agent or any Purchaser Liquidity Bank (as applicable). Anything in this Agreement to the contrary notwithstanding, in no event shall any party to this Agreement be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, lost profits) whether or not foreseeable, even if the Purchaser Collateral Agent or any other Indemnified Party has been advised of the likelihood of such special, indirect, punitive or consequential loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise.

- 17.2 Any and all payments by the Company to the Purchaser Collateral Agent or any other Indemnified Party hereunder shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding net income taxes that are imposed on the Purchaser Collateral Agent. If the Company shall be required by law to deduct any taxes from or in respect of any sum payable hereunder to the Purchaser Collateral Agent, (a) the sum payable shall be increased as may be necessary so that, after making all required deductions (including deductions applicable to additional sums payable under this Clause 17), the Purchaser Collateral Agent receives an amount equal to the sum it would have received had no such deductions been made, to the extent Excess Company Funds are available for such purpose in accordance with the payment priorities set out in Clause 5.3, (b) the Company shall make such deductions and (c) the Company shall pay the full amount

deducted to the relevant taxation authority or other authority in accordance with applicable law.

18. AMENDMENTS, ETC.

This Agreement may be supplemented, modified or amended by written instrument signed on behalf of the parties hereto; **provided that** if such supplement, modification or amendment will materially and adversely affect the holders of the Commercial Paper Notes (it being understood and agreed that the Purchaser Collateral Agent shall not be responsible for making such determination), prior written confirmation will be required from each Rating Agency that such supplement, modification, or amendment will not cause its then current rating of the Commercial Paper Notes to be downgraded or withdrawn. The Purchaser Collateral Agent shall be entitled to enter into any such supplement, modification or amendment at the written direction of the Purchaser Liquidity Agent or all the Purchaser Secured Parties (other than the Purchaser Collateral Agent). Notice of any supplement, modification or amendment shall, prior to its effectiveness, be given by the Company to each Rating Agency.

The Purchaser Collateral Agent may, but shall not be obligated to, execute and deliver any such supplement, modification or amendment modifying its rights, powers, duties, obligations, immunities or indemnities hereunder. In addition, no amendment, modification, termination or waiver of any provision of a Purchaser Document that affects the Purchaser Collateral Agent's rights, duties, powers, immunities or indemnities hereunder shall be effective against the Purchaser Collateral Agent without the Purchaser Collateral Agent's prior written consent and shall be subject to the Purchaser Collateral Agent having been provided a copy thereof.

In executing any material supplement, modification or amendment, the Purchaser Collateral Agent shall be entitled to receive if reasonably required and shall be fully protected in relying upon, a certificate of the Purchaser Liquidity Agent or an opinion of counsel stating that the execution of such material supplement, modification or amendment is authorized or permitted by this Agreement.

For the avoidance of doubt, the parties hereto (other than the Purchaser Collateral Agent) shall provide the Purchaser Collateral Agent reasonable prior written notice of any proposed supplement, modification or amendment to this Agreement. In addition, the parties hereto shall provide at least three Business Days prior written notice to the Purchaser Collateral Agent of any new party to this Agreement (other than a party which is Lloyds Banking Group or any of its direct or indirect subsidiaries including Lloyds Bank plc or Bank of Scotland plc). In relation to any supplement, modification or amendment which the Purchaser Liquidity Agent determines is potentially material and adverse in relation to the Commercial Paper Notes, the Purchaser Liquidity Agent shall deliver a certificate to the Purchaser Collateral Agent stating that the Purchaser Collateral Agent is authorized or permitted by this Agreement to enter into such supplement, modification or amendment and that such supplement, modification or amendment will not have a material and adverse effect on the rating of the Commercial Paper Notes. The certificate may, at the Purchaser Liquidity Agent's option, indicate that its determination is based on notice from the Rating Agencies that such supplement, modification or amendment will not result in a change in the rating of the Commercial Paper Notes. With respect to any supplement, modification or amendment in relation to which the Purchaser Liquidity Agent does

not deliver a certificate, the Purchaser Collateral Agent (a) may conclusively rely on the Purchaser Administrator's or the Purchaser Liquidity Agent's request to enter into such amendment as evidence that the amendment is not material and will not affect the rating of the Commercial Paper Notes and (b) shall be fully protected in relying on such request. For the avoidance of doubt, any supplement, modification or amendment relating to the release of a substantial portion of the Purchaser Collateral other than as part of a corresponding reduction in the Obligations will be considered a supplement, modification or amendment requiring a certificate.

19. NOTICES

- 19.1 Unless otherwise indicated, all notices, requests, demands and other communications to any party or person under this Agreement shall be in writing (including telecopier, telex or e-mail) and shall be given to such party or person at its address or e-mail address or telecopier or telex number set forth below or such other address or e-mail address or telecopier or telex number as such party or person may hereafter specify by notice to the other parties or persons listed below. Notwithstanding anything to the contrary set forth herein, e-mail communications shall be effective if given with an appropriate electronic signature.

| | |
|--------------------------------------|--|
| If to the Purchaser Liquidity Agent: | At the address set forth on the signature pages of the Relevant Purchaser Liquidity Agreement. |
|--------------------------------------|--|

| | |
|---------------------------------------|--|
| If to the Purchaser Collateral Agent: | At the address set forth on the signature pages of this Agreement. |
|---------------------------------------|--|

| | |
|--------------------|--|
| If to the Company: | At the address set forth on the signature pages of this Agreement. |
|--------------------|--|

| | |
|---|---|
| If to a Commercial Paper Placement Agent: | At the address set forth in the Administration Agreement. |
|---|---|

| | |
|------------------------------------|--|
| If to the Purchaser Administrator: | At the address set forth on the signature pages of the Purchaser Administration Agreement. |
|------------------------------------|--|

| | |
|---|---|
| If to the Purchaser Custodian or Securities Intermediary: | At the address set forth on the signature pages of the Purchaser Custodial Agreement. |
|---|---|

| | |
|--------------------------|---|
| If to any Rating Agency: | At the address set forth in the Administration Agreement. |
|--------------------------|---|

Each such notice, request or other communication shall be effective (a) if given by telecopier or other form of facsimile transmission, when the recipient receives a legible transmission thereof or, if sent by telex, upon the receipt of an answer back by the sender, or (b) if given by any other means, when delivered at the address specified in this Clause 19.1.

Notwithstanding anything to the contrary in this Agreement, any notice, document or communication delivered pursuant to the terms of this Agreement from one party to another party shall also be delivered to the Purchaser Administrator.

- 19.2 Until delivery of a notice by the Purchaser Administrator that it has rescinded the appointment of the Purchaser Sub-Administrator, any notice (i) regarding a breach of this Agreement by any party or (ii) required to be delivered to the Purchaser Administrator shall, in each case, also be delivered to the Purchaser Sub-Administrator in the following manner. Such notice shall be delivered to a Designated Person via a live telephone conversation (leaving a message for such Designated Person on a voice mail or other message system shall not be effective for such purposes) followed by a written confirmation of such notice, each to be directed to the Designated Persons.

The parties hereto may rely for purposes of giving notices contemplated by this Clause 19.2 on the last schedule of Designated Persons that they have received from the Sub-Administrator (if any).

- 19.3 All notices and other communications hereunder shall be made in the English language or shall be accompanied by a certified English translation thereof. Any certified English translation shall be certified a true and accurate translation by a professionally qualified translator or by some other Person competent to do so. Such translation shall be provided at the expense of the Company.

20. CONTINUING SECURITY INTEREST

- 20.1 Pursuant to any applicable law, the Company authorizes the Purchaser Collateral Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Purchaser Collateral without the signature of the Company. The Company authorizes the use of collateral descriptions such as "all personal property, whether now owned or hereafter acquired" in any such financing statements.
- 20.2 This Agreement shall create a continuing Security Interest in the Purchaser Collateral and shall (a) remain in full force and effect until the later of (i) the termination of the Commitments and (ii) the payment in full of the Obligations, (b) be binding upon the Company and its successors and assigns and (c) inure to the benefit of the Purchaser Collateral Agent, the Purchaser Secured Parties and their respective successors, transferees and assigns. Upon (x) the termination of the Security Interest created hereby pursuant to clause (a) above and (y) receipt by the Purchaser Collateral Agent of an officer's certificate from the Company stating that all Obligations have been paid in full or otherwise extinguished and requesting the release of such Security Interest, and if requested in writing by the Purchaser Collateral Agent, an opinion of counsel as to such matters in connection with such termination as the Purchaser Collateral Agent may reasonably request in writing, the Purchaser Collateral Agent shall, at the Company's expense and with the prior written consent of the Purchaser Liquidity Agent, deliver to the Company a release of all Security Interests granted by the Company to the Purchaser Collateral Agent pursuant to this Agreement.

21. CUMULATIVE RIGHTS, NO WAIVER

- 21.1 No right, power or remedy conferred upon or reserved to the Purchaser Collateral Agent or the other Purchaser Secured Parties herein is intended to be exclusive of any and all other rights, powers or remedies, but every such right, power and remedy shall be cumulative and shall be in addition to every other right, power and remedy conferred herein or now or hereafter existing at law or in equity or by statute.
- 21.2 No delay by or omission of the Purchaser Collateral Agent or any other Purchaser Secured Party to exercise any right, remedy or power accruing under this Agreement or any other Purchaser Document shall impair any such right, remedy or power or shall be construed to be a waiver of any such right, remedy or power or an acquiescence to any Programme Termination Event or Foreclosure Event; and every right, power and remedy given by this Agreement or any other Purchaser Document to the Purchaser Collateral Agent may be exercised from time to time and as often as may be deemed expedient by the Purchaser Collateral Agent, subject to the provisions of this Agreement and the other Purchaser Documents.
- 21.3 In case the Purchaser Collateral Agent shall have proceeded to enforce any right, remedy or power under this Agreement or any other Purchaser Document and the proceeding for the enforcement thereof shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Purchaser Collateral Agent or any other Purchaser Secured Party, then and in every such case the Company, the Purchaser Collateral Agent and the other Purchaser Secured Parties (as applicable) shall, subject to any effect of or determination in such proceeding, severally and respectively be restored to their former positions and rights hereunder with respect to the Purchaser Collateral and in all other respects, and thereafter all rights, remedies and powers of the Purchaser Collateral Agent and the other Purchaser Secured Parties shall continue as though no such proceeding had been taken.
- 21.4 All rights of action and rights to assert claims upon or under this Agreement may be enforced by the Purchaser Collateral Agent without the possession of this Agreement, any other Purchaser Document or any other document or instrument evidencing any of the Obligations or the production thereof in any trial or other proceeding relative thereto, and any such suit or proceeding instituted by the Purchaser Collateral Agent shall be brought in its name as Purchaser Collateral Agent and any recovery of judgment shall be held as part of the Purchaser Collateral.

22. U.K. BAIL-IN

- 22.1 Notwithstanding any other term of any Programme Document or Purchaser Document, or any other agreement, arrangement or understanding between any of the parties in relation thereto, each party hereto other than, with respect to itself, Lloyds and BOS (the "**Other Parties**") expressly acknowledges, accepts and agrees that any liabilities of Lloyds or BOS (each a "**Relevant Party**") to any Other Party under or in connection with the Programme Documents and/or the Purchaser Documents (the "**Relevant Liability**") may be subject to the exercise of any applicable U.K. bail-in power (as defined below) by the relevant U.K. resolution authority (as defined below) and consents, acknowledges, accepts and agrees:

- (a) to be bound by the effect of:
 - (i) any exercise of any applicable U.K. bail-in power in relation to any Relevant Liability including (without limitation):
 - (A) any reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any Relevant Liability;
 - (B) any conversion of all, or part of, any Relevant Liability into shares or other instruments of ownership in the applicable Relevant Party or any other person; and
 - (C) any cancellation of any Relevant Liability; and
 - (ii) any variation of any term of any of the Programme Documents or the Purchaser Documents to the extent necessary to give effect to any U.K. bail-in power in relation to any Relevant Liability; and
- (b) that shares or other instruments of ownership in the applicable Relevant Party or any other person may be issued to or conferred on any party to the Programme Documents or the Purchaser Documents as a result of any exercise of any U.K. bail-in power in relation to any Relevant Liability; and
- (c) that the exercise of any U.K. bail-in power by the relevant U.K. resolution authority shall not constitute an event of default under any Programme Document or Purchaser Document or a Programme Termination Event.

22.2 In the event of any conflict between this 22 and any other term of any Programme Document or Purchaser Document, this 22 shall prevail.

23. **GOVERNING LAW**

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK BUT OTHERWISE WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES).

24. **SUBMISSION TO JURISDICTION.**

24.1 EACH OF THE PARTIES HERETO IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, ANY COURT OF THE STATE OF NEW YORK LOCATED IN THE BOROUGH OF MANHATTAN IN THE CITY AND COUNTY OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST IT AND RELATED TO OR IN CONNECTION WITH THIS AGREEMENT, THE OTHER PURCHASER DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER OR THEREUNDER OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY

AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH SUIT OR ACTION OR PROCEEDING MAY BE HEARD OR DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HEREBY WAIVES AND AGREES NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THIS AGREEMENT OR ANY OF THE OTHER PURCHASER DOCUMENTS OR THE SUBJECT MATTER HEREOF MAY NOT BE LITIGATED IN OR BY SUCH COURTS.

- 24.2 The Company hereby irrevocably designates, appoints, and empowers Global Securitization Services, LLC, with offices at 68 South Service Road, Suite 120, Melville, NY 11747, U.S.A. as its respective designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and its properties, assets and revenues, service for any and all legal process, summons, notices and documents which may be served in any such action, suit or proceeding brought in the courts listed in this Clause 23 which may be made on such designee, appointee and agent in accordance with legal procedures prescribed for such courts. Nothing herein shall in any way be deemed to limit the ability of the Purchaser Collateral Agent to serve any such legal process, summons, notices and documents in any other manner permitted by applicable law or to obtain jurisdiction over the Company or bring actions, suits or proceedings against the Company in such other jurisdictions, and in such manner, as may be permitted by applicable law.

25. WAIVER OF JURY TRIAL

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES TO THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND EXPRESSLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ENFORCING OR DEFENDING ANY RIGHTS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE PARTIES HERETO ACKNOWLEDGE THAT THE PROVISIONS OF THIS CLAUSE 24 HAVE BEEN BARGAINED FOR AND THAT EACH SUCH PARTY HAS BEEN REPRESENTED BY COUNSEL IN CONNECTION HEREWITH.

26. SEVERABILITY OF PROVISIONS

Any provision of this Agreement 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 or affecting the validity or enforceability, of such provision in any other jurisdiction.

27. **CONFLICTING INSTRUCTIONS**

In the event that the Purchaser Collateral Agent shall receive instructions, claims or demands from any party in accordance with the terms of this Agreement which, in its opinion, conflict with any other instructions, claims or demands given in accordance with the terms of this Agreement or which, in its opinion, would require the Purchaser Collateral Agent to take or refrain from taking actions not permitted under this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held by it under this Agreement until it shall be directed otherwise in writing by all Persons involved in such conflicting instructions, claims or demands or by a final order or judgment by a court of competent jurisdiction.

28. **LIMITED RECOURSE**

The obligations of the Company under this Agreement are solely the corporate obligations of the Company. No recourse shall be had for the payment of any amount owing by the Company under this Agreement or for the payment by the Company of any fee in respect hereof or any other obligation or claim of or against the Company arising out of or based upon this Agreement, against any employee, officer, director, shareholder, member or manager or other affiliate of the Company; **provided, however, that** the foregoing shall not relieve any such Person of any liability it might otherwise have as a result of fraudulent actions or omissions taken by it. The Purchaser Collateral Agent agrees that, except as otherwise provided in the preceding sentence, the Company shall be liable for any claims that the Purchaser Collateral Agent or any other Purchaser Secured Party may have against the Company only to the extent the Company has funds available for such purpose, in accordance with payment priorities set out in Clause 5.3. Unpaid amounts hereunder shall not constitute a "claim" for purposes of Section 101(5) of the U.S. Bankruptcy Code or similar law affecting creditors' rights. The provisions of this Clause 27 shall survive the termination of this Agreement.

29. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement among the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings among the parties.

30. **SCOPE OF PERFORMANCE**

In acting with respect to this Agreement, the Purchaser Collateral Agent shall be required to perform only such duties as are specifically set forth in (a) this Agreement and (b) applicable law as in effect from time to time. The Purchaser Collateral Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement. No implied covenants or obligations shall be read into this Agreement against the Purchaser Collateral Agent.

31. **INFORMATION SERVICES**

- (a) From time to time during the term of this Agreement the Purchaser Collateral Agent shall provide access to certain information (the "**Information**") and

facilities for the transmission of information and instructions by certain electronic communication and delivery services (the "**Services**") maintained and made available to the Company by the Purchaser Collateral Agent through the software (the "**Software**") furnished to the Purchaser Administrator by the Purchaser Collateral Agent.

- (b) The Company hereby authorizes the transfer of information relating to the Company to and between branches, subsidiaries, representative offices, affiliates and agents of the Purchaser Collateral Agent and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of the Services electronically to the Company (including for data processing purposes) or others and further acknowledges that any such branch, subsidiary, representative office, affiliate, agent or third party shall be entitled to transfer any such information as required by any law, a court, a regulator or other legal process.
- (c) The Information, the Services and the Software provided to or obtained by the Company in connection with this Agreement (the "**PCA Confidential Information**") is the exclusive, valuable and confidential property of the Purchaser Collateral Agent and/or any of its relevant licensors or suppliers as the case may be. The Company agrees to keep all PCA Confidential Information confidential, to use it only in the manner designated by the Purchaser Collateral Agent and in the ordinary course of the Company's business and to limit access to its agents appointed in accordance with the Purchaser Documents and their employees (under a similar duty of confidentiality) who require access in the normal course of their engagement or employment, except to the extent that any Confidential Information is already in the public domain or is otherwise required by law, a court, a regulator or other legal process to be disclosed.
- (d) The Purchaser Collateral Agent will keep all information provided to or obtained by it in connection with this Agreement with respect to the Company and the Assets (the "**Company Confidential Information**") confidential, to use it only in the ordinary course of performing its obligations hereunder and to limit access to its agents appointed in accordance with the Purchaser Documents and their employees (under a similar duty of confidentiality) who require access in the normal course of their engagement or employment, except to the extent that any Company Confidential Information is already in the public domain, is otherwise required or requested by law, a court, a regulator or other legal process to be disclosed or is permitted, required or contemplated to be disclosed in accordance with the Purchaser Documents.

32. **FACSIMILE AND COUNTERPARTS**

This Agreement may be executed by facsimile and/or in any number of counterparts and by different parties thereto on separate counterparts, each of which counterparts, when executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same agreement.

33. **HEADINGS**

The headings contained in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of any provision of this Agreement.

34. **BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as provided in Clause 13.7(g) and Clause 35, neither of the parties hereto may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party and confirmation by each Rating Agency that such assignment will not result in a downgrade or withdrawal of the rating of the Commercial Paper Notes.

35. **CURRENCY**

35.1 The Company hereby authorizes and directs the Purchaser Collateral Agent to, on its behalf, convert any amount in any currency (the "**Original Currency**") into another currency (the "**Other Currency**") at the spot rate of exchange available to the Purchaser Collateral Agent from time to time.

35.2 If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder from an Original Currency to an Other Currency, the parties hereto agree, to the fullest extent permitted by law, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Purchaser Collateral Agent could purchase the Original Currency with such Other Currency in London, England on the Business Day immediately preceding the day on which any such judgment, or any relevant part thereof, is given.

35.3 The obligations of the Company in respect of any sum due from it to the Purchaser Collateral Agent or the other Purchaser Secured Parties hereunder shall, notwithstanding any judgment in such Other Currency, be discharged only to the extent that on the Business Day following receipt by the Purchaser Collateral Agent of any sum adjudged to be so due in such Other Currency, the Purchaser Collateral Agent may in accordance with normal banking procedures purchase the Original Currency with such Other Currency; if the Original Currency so purchased is less than the sum originally due the Purchaser Collateral Agent or the other Purchaser Secured Parties in the Original Currency, the Company agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Purchaser Collateral Agent and the Purchaser Secured Parties against such loss, and if the Original Currency so purchased exceeds the sum originally due to the Purchaser Collateral Agent or the other Purchaser Secured Parties in the Original Currency, the Purchaser Collateral Agent or Purchaser Secured Party (as applicable) shall remit such excess to the Company.

36. **NOTICE OF ASSIGNMENT**

The Company hereby gives notice that as of the date of this Agreement it will assign to the Purchaser Collateral Agent, or grant to the Purchaser Collateral Agent a security interest in, all of the Company's right, title and interest in this Agreement as security pursuant to this Agreement. The Company gives further notice that the

Company may not agree to amend, modify or terminate this Agreement other than pursuant to Clause 18. By the execution and delivery of this Agreement the parties hereto confirm and acknowledge the provisions of this Clause including the assignment or grant of security to the Purchaser Collateral Agent. The parties hereto (other than the Purchaser Collateral Agent) further agree to provide the Purchaser Collateral Agent a copy of any supplement, modification or amendment entered into with respect to any other Purchaser Document.

37. POSSESSION AND CUSTODY OF THE ASSETS

The Company shall deliver, and the Purchaser Collateral Agent shall take possession of, each Asset on or immediately after the date such Asset is acquired. The Purchaser Collateral Agent shall hold such Assets in accordance with the terms of this Agreement and the Purchaser Custodial Agreement.

38. CURRENCY INDEMNITY

The obligation of the Company under this Agreement is to discharge each of the Obligations in the currency in which such Obligation is from time to time denominated (the "**Relevant Currency**"). If at any time the Purchaser Collateral Agent receives a payment referable to any of the Obligations from any source in a currency other than the Relevant Currency, then such payment shall take effect as a payment to the Purchaser Collateral Agent of the amount in the Relevant Currency which the Purchaser Collateral Agent is able to purchase (after deduction of any relevant costs) with the amount of the payment so received in accordance with its usual practice; and if such payment is made under a court order and is treated by this Clause 37 as a payment of an amount which falls short of the relevant Obligation of the Company expressed in the Relevant Currency, the Company as a separate and independent obligation shall, subject to the Company having Excess Company Funds for such purpose, on demand from time to time indemnify the Purchaser Collateral Agent against such shortfall and pay interest on such shortfall from (and including) the date of such payment to (but excluding) the date on which the shortfall is paid at the Base Rate which interest shall be payable by the Company upon demand by the Purchaser Collateral Agent.

39. DISCLOSURE OF INFORMATION

Notwithstanding anything to the contrary contained herein or in any of the other Programme Documents or Purchaser Documents, each of the parties hereto acknowledges and agrees that the Issuer and/or any agent, administrator or arranger in relation to its commercial paper program may disclose pursuant to any applicable regulation in any jurisdiction, including by posting to a secured password protected internet website maintained by the Issuer and/or any such agent, administrator or arranger and required by any Rating Agency rating the Commercial Paper Notes in connection with Rule 17g-5 promulgated under the U.S. Securities and Exchange Act of 1934, as amended (and any equivalent regulation adopted by any other jurisdiction), the following information: (i) this Agreement and any other Purchaser Documents, and (ii) such other information as may be requested by any Rating Agency.

40. **REGULATORY ISSUES**

- 40.1 The Purchaser Collateral Agent shall be entitled to deduct FATCA Withholding Tax, and shall have no obligation to gross-up any payment hereunder or to pay any additional amount as a result of such FATCA Withholding Tax.
- 40.2 The Company hereby covenants with the Purchaser Collateral Agent that it or the Purchaser Administrator on its behalf will provide the Purchaser Collateral Agent with sufficient information as the Purchaser Collateral Agent may reasonably request so as to enable the Purchaser Collateral Agent to determine whether any payments to be made by it pursuant to the Purchaser Custodial Agreement and this Agreement are withholdable payments as defined in section 1473(1) of the Code or otherwise defined in Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretation thereof or any intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement).

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

Signed for and on behalf of:

THE BANK OF NEW YORK MELLON
(LONDON BRANCH)
as Purchaser Collateral Agent

By: 
Name:

Address for Notices:

Attention: Corporate Trust Administration

Telephone: +44 20 7964 6146

Facsimile: +44 20 7964 2531

Address: One Canada Square
London E14 5AL

with a copy to:

Attention: ~~Patrick Dillon-Malone~~ *Aengus Fealy*
Telephone: +353 1 900 6101 *7936*
Facsimile: +353 1 900 6999 *6954*
Email: LloydsSpvs@bnymellon.com

~~Address: Hanover Building~~ *Riverside Two*
~~Windmill Lane~~ *Sir John Rogerson's Quay,*
~~Dublin 2~~ *Dublin 2*

GRESHAM RECEIVABLES (No. 44) UK LIMITED

By:  **Wilmington Trust SP Services (London) Limited**

Name: **Mignon Clarke-Whelan**
Authorised Signatory

Address for Notices:

Attention: **The Directors**

Fax: **+44 (0) 207 397 3601**

Telephone: **+44 (0) 207 397 3600**

Address: **Third Floor**
1 King's Arms Yard
London
EC2R 7AF

Acknowledged and agreed to as of the date hereof:

LLOYDS BANK PLC,
as Purchaser Liquidity Agent

By: 
Name:

Address for Notices:

Attention: Edward Leng / Ignacio Rivela / Dmitrij Levitski

Telecopier: +44 (0) 207 158 3247

Telephone: +44 (0) 207 158 6585
+44 (0) 207 158 6017
+44 (0) 207 158 8697

Email: Edward.Leng@lloydsbanking.com
Ignacio.Rivela@lloydsbanking.com
Dmitrij.Levitski@lloydsbanking.com
LLO2@lloydsbanking.com

Address: Asset Backed Solutions
10 Gresham Street
London EC2V 7AE
United Kingdom

With a copy to:

Lloyds Bank plc

Attention: LIBOR Loan Operations

Telecopier: +44 (0) 207 158 3142

Telephone: +44 (0) 845 366 0027

Address: Level 1 Citymark
150 Fountainbridge
Edinburgh EH3 3PE
United Kingdom