



**Registration of a Charge**

Company name: **ZEPHYR FUNDING LIMITED**

Company number: **11418651**



X7EXCMYG

Received for Electronic Filing: **21/09/2018**

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**Details of Charge**

Date of creation: **17/09/2018**

Charge code: **1141 8651 0001**

Persons entitled: **CITICORP TRUSTEE COMPANY LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**LINKLATERS LLP**



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

Company number: 11418651

Charge code: 1141 8651 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th September 2018 and created by ZEPHYR FUNDING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st September 2018 .

Given at Companies House, Cardiff on 25th September 2018

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

Certified that, save for material redacted pursuant to section 859A of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Linklaters LLP

EXECUTION VERSION

Dated 17 September 2018

**ZEPHYR FUNDING LIMITED**

(as Chargor and Borrower)

and

**CITICORP TRUSTEE COMPANY LIMITED**

(as Security Trustee)

and

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

(as Facility Agent)

and

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

(as Original Lender and Arranger)

and

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

(as Cash Manager and Account Bank)

and

**TOPAZ FINANCE LIMITED**

(as Seller, Legal Title Holder and Servicer)

and

**CSC CAPITAL MARKETS UK LIMITED**

(as Corporate Services Provider)

and

**CITIGROUP GLOBAL MARKETS LIMITED**

(as Hedging Provider)

**DEED OF CHARGE**

**Linklaters**

Ref: L-264837

Linklaters LLP

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This Deed of Charge is made on 17 September 2018 between:

- (1) **ZEPHYR FUNDING LIMITED**, (registered number 11418651), a private limited company incorporated under the laws of England and Wales, whose registered office is at Level 37, 25 Canada Square, Canary Wharf, London E14 5LQ as chargor and borrower (the "**Chargor**" and "**Borrower**");
- (2) **CITICORP TRUSTEE COMPANY LIMITED**, a limited company incorporated under the laws of England and Wales with registered number 0235914, acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB as security trustee for the Secured Creditors (the "**Security Trustee**");
- (3) **CITIBANK, N.A., LONDON BRANCH**, (identification number FC001835), acting through its branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB as facility agent for the Finance Parties (the "**Facility Agent**");
- (4) **CITIBANK, N.A., LONDON BRANCH**, (identification number FC001835), acting through its branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB as original lender (the "**Original Lender**");
- (5) **CITIBANK, N.A., LONDON BRANCH**, (identification number FC001835), acting through its branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB as arranger (the "**Arranger**");
- (6) **CITIBANK, N.A., LONDON BRANCH**, (identification number FC001835), acting through its branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB as cash manager (the "**Cash Manager**");
- (7) **CITIBANK, N.A., LONDON BRANCH**, (identification number FC001835), acting through its branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB as account bank (the "**Account Bank**");
- (8) **TOPAZ FINANCE LIMITED**, a private limited company incorporated under the laws of England and Wales with registered number 05946900, whose registered office is at The Pavilions, Bridgwater Road, Bristol, BS13 8AE as seller, legal title holder and servicer (the "**Seller**", "**Legal Title Holder**" and "**Servicer**");
- (9) **CSC CAPITAL MARKETS UK LIMITED**, a private limited company incorporated under the laws of England and Wales with registered number 10831084 and whose registered address is Level 37, 25 Canada Square, Canary Wharf, London E14 5LQ as corporate services provider (the "**Corporate Services Provider**"); and
- (10) **CITIGROUP GLOBAL MARKETS LIMITED**, a private limited company incorporated under the laws of England and Wales with registered number 01763297 and whose registered office is Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB as hedging provider (the "**Hedging Provider**").

It is hereby agreed as follows:

## 1 Definitions

In this Deed:

"**Accession Deed**" means a deed substantially in the form set out in Schedule 5 (*Form of Accession Deed*);

**"Accounts"** means the Mortgage Pre-Completion Account and the Payment Account, each in the Borrower's name.

**"Act"** means the Law of Property Act 1925;

**"Additional Creditor"** means an entity to which the rights and obligations of a Secured Creditor are transferred in accordance with one or more Transaction Documents, or an entity that replaces one of the Secured Creditors in accordance with one or more Transaction Documents;

**"Available Commitment"** has the meaning given to such term in the Facility Agreement.

**"Book Debts"** means all book debts (present and future) due or owing to the Chargor at any time (including, but without limitation, all sums due or owing in respect of the Mortgage Loans) and the full benefits of rights relating thereto including rights of tracing, liens, legal and equitable remedies and other rights relating thereto including accrued interest;

**"Charged Assets"** means the revenues, assets and other rights of the Chargor charged, transferred or assigned in favour of the Security Trustee on behalf of the Secured Creditors pursuant to Clause 5 (*Security*) and the whole of the undertaking of the Chargor and all of its property, assets, rights and interests whatsoever and wheresoever situated, present and future for the time being held as security (whether fixed or floating) under or pursuant to this Deed;

**"Collateral Security"** means all security created, executed and granted by a Mortgagor in respect of its obligations to the Seller as Lender under a Mortgage Loan, including without limitation:

- (a) all Security in respect of a Property;
- (b) any other assignment, assignation, notification or deposit which may be effected in connection with the securing of the relevant Mortgage Loans; and
- (c) any other items referred to in the definition of "Related Security" in the Asset Purchase Agreement.

**"Collection Account"** means the account held by Topaz Finance Limited with HSBC, sort code [REDACTED] and account number [REDACTED];

**"Collection Account Declaration of Trust"** means the declaration of trust over the Collection Account dated on or about the date of this Deed between Topaz Finance Limited and the Borrower;

**"Corporate Expenses"** means all set-up, corporate, filing, audit and other company costs and expenses of the Borrower not related to the administration and servicing of the Mortgage Loans and excluding any fees or costs referred to in any other item of the applicable Priority of Payments. For the avoidance of doubt, Corporate Expenses shall exclude any payments made to the Legal Title Holder, Seller and Servicer pursuant to the terms of the Asset Purchase Agreement and the Servicing Agreement;

**"Enforcement Notice"** means a notice in writing issued by the Security Trustee to the Chargor pursuant to Clause 9.1;

**"Facility Agreement"** has the meaning given to it in Clause 2.1;

**"Investments"** of the Chargor means:



- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit and including, for the avoidance of doubt, any securities issued by an issuer in connection with a securitisation);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest;

**"Litigation"** means any form of court or arbitration or enforcement proceedings in respect of a Mortgage Loan or Related Security commenced by or on behalf of the Legal Title Holder;

**"Maturity Date"** means the scheduled maturity date of the Facility Agreement, being the date on which all amounts owing to the Lenders must be repaid in full;

**"Mortgage Loan"** has the meaning set out in the Asset Purchase Agreement;

**"Parties"** mean parties to this Deed and **"Party"** means any of the Parties.

**"Post-Enforcement Priority of Payments"** has the meaning given to it in Schedule 3 (*Post-Enforcement Priority of Payments*);

**"Priority of Payments"** shall mean the Revenue Priority of Payments, the Principal Priority of Payments, the Disposal Priority of Payments or the Post-Enforcement Priority of Payments, as the context requires;

**"Receiver"** means, a receiver, a manager, a receiver and manager and an administrative receiver appointed under this Deed, pursuant to statutory powers or otherwise, and includes more than one such receiver and any substituted receiver;

**"Records"** has the meaning given to it in the Servicing Agreement;

**"Related Security"** has the meaning given in the Asset Purchase Agreement;

**"Secured Obligations"** means the aggregate of all indebtedness, liabilities and obligations which are now or may at any time hereafter be due, owing or incurred in any manner whatsoever by the Chargor to the Secured Creditors under or in connection with any Transaction Document, (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, whether presently due or falling due at some future time and whether as principal, surety or otherwise);

**"Secured Creditors"** means the Security Trustee, the Facility Agent, the Original Lender, the Arranger, the Cash Manager, the Account Bank, the Seller, the Legal Title Holder, the Servicer, the Corporate Services Provider and the Hedging Provider;

**"Seller Funding Account"** means the account numbered [REDACTED] held by the Seller with HSBC Bank plc;

**"Seller Funding Account Security Agreement"** means the account charge dated on or about the date of this Deed granted by the Seller in favour of the Borrower over the Seller Funding Account; and

**"Unapplied Facilities Sums"** means the aggregate of the amounts, at the time that the Security Trustee serves an Enforcement Notice, standing to the credit of the Payment Account and the Mortgage Pre-Completion Account.

## **2 Interpretation**

- 2.1** Notwithstanding the occurrence of the Maturity Date or any termination of the Facility Agreement, (a) terms used in this Deed shall, unless otherwise defined herein, have the meaning given in the facility agreement dated the date hereof between amongst others the Chargor, the Original Lender, the Facility Agent and the Security Trustee (the **"Facility Agreement"**); and (b) references to such defined terms set out in or to provisions of the Facility Agreement incorporated by reference in the Deed of Charge shall be to such terms or provisions as amended, modified or waived from time to time in accordance with the terms of the Transaction Documents.
- 2.2** References to the Parties shall be construed so as to include their successors in title, permitted assigns, assignees and permitted transferees.
- 2.3** References in this Deed to any document, deed, instrument or agreement shall be construed as references to such document, deed, instrument or agreement as the same is from time to time amended and/or supplemented and/or varied and/or novated and/or replaced in accordance with its respective terms and conditions; and any reference to an enactment shall be construed as a reference to such enactment as it has been or may be amended, or as it may be re-enacted, with or without modification.
- 2.4** Clause headings in this Deed shall not affect its interpretation; and references in this Deed to Clauses shall, unless the context otherwise requires, be references to Clauses of this Deed.
- 2.5** Except so far as the context otherwise requires, words denoting the singular only shall include the plural also and vice versa; words denoting one gender only shall include the other genders; and words denoting persons only shall include firms and corporations and vice versa.
- 2.6** For the avoidance of doubt, but subject to Clause 9.2, references to the Security Trustee in this Deed are to it acting in its capacity as Security Trustee for the Secured Creditors.
- 2.7** This Deed incorporates by reference (for the purposes only of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 where applicable) the terms, where relevant, of each of the Transaction Documents.
- 2.8** References in this Deed to "set-off" shall include equivalent or analogous rights and remedies arising in jurisdictions other than England and Wales.
- 2.9** References in this Deed of Charge and any other Transaction Document to "reasonable" or "reasonably" and similar expressions when used in this Deed of Charge or, as the case may be, in any other Transaction Document relating to the Security Trustee and any exercise of power, opinion, determination or other similar matter shall be construed as

meaning reasonable or reasonably (as the case may be) having regard to, and taking into account, the interests of the Secured Creditors only.

### **3 Covenant to Pay**

The Chargor covenants with and undertakes to the Security Trustee, for its own behalf and for and on behalf of the Secured Creditors, that it will duly and punctually pay or discharge all the Secured Obligations in accordance with their respective terms.

### **4 Appointment of the Security Trustee**

- 4.1** Each other Secured Creditor appoints the Security Trustee to act as security trustee under and in connection with the Transaction Documents to which it is a party in relation to any security interests created pursuant to this Deed of Charge.
- 4.2** Each other Secured Creditor authorises the Security Trustee to exercise the rights, powers, authorities and discretions specifically given to it under or in connection with the Transaction Documents to which it is a party together with any other incidental rights, powers, authorities and discretions.

### **5 Security**

#### **5.1 Creation of Security**

The Chargor, by way of security for the discharge of the Secured Obligations, with full title guarantee:

- 5.1.1 Mortgage Loans and Collateral Security:** assigns or, to the extent not assignable, charges by way of first fixed charge to the Security Trustee all its rights, title, interest and benefit, present and future, to and in the Asset Purchase Agreement and charges by way of first fixed charge in favour of the Security Trustee all its rights, title, interest and benefit, present and future, in and to the Mortgage Loans and their Collateral Security;
- 5.1.2 Book Debts:** assigns or, to the extent not assignable or not already charged pursuant to Clause 5.1.1 (*Mortgage Loans and Collateral Security*), charges by way of first fixed charge in favour of the Security Trustee, all its rights, title, interest and benefit, present and future in and to the Book Debts;
- 5.1.3 Mortgagee Insurance Policies:** assigns to the Security Trustee all the Chargor's rights, title, interest and benefit, present and future, to and in (a) the Mortgagee Insurance Policies and any title insurance policies or other insurance contracts taken out by or on behalf of the Chargor or under which it has a claim relating to the Mortgage Loans and (b) the sums thereby insured and all bonuses and other monies payable or to become payable under the same and the full benefit thereof and the benefit of all powers and provisions contained in or conferred by the same;
- 5.1.4 Contractual Rights and Trusts:**
  - (i) assigns to the Security Trustee all its rights, title, interest and benefit, present and future, to and in each Transaction Document and any other contract or agreement which it enters into including all rights to receive payment of any amounts which may become payable to the Chargor thereunder and all payments received by the Chargor thereunder including,

without limitation, all rights to serve notices, give consents and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and/or otherwise act thereunder and pursuant thereto and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof;

- (ii) charges by way of first fixed charge to the Security Trustee all its rights, title, interest and benefit, present and future, to and in all trusts constituted pursuant to and under the Transaction Documents and all rights, monies, powers, proceeds and property whatsoever which may from time to time and at any time be distributed or derived from, or accrue on or relate to such rights in respect of all trusts constituted pursuant to and under the Transaction Documents in any way whatsoever including all rights to receive payment of any amounts which may become payable to the Chargor thereunder and all payments received by the Chargor thereunder and also including, without limitation, all rights to serve notices, give consents and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and/or otherwise act thereunder and pursuant thereto and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof;

- 5.1.5 **Accounts:** charges by way of first fixed charge to the Security Trustee all its rights, title, interest and benefit, present and future, to and under the Accounts and all its rights, title, interest and benefit, present and future, to each of the Accounts and (to the extent of its right, title, interest or benefit), the Collection Account and the Seller Funding Account, and any other bank or other account in which the Chargor may at any time acquire any right, title, interest or benefit, and all sums of money which may now be or hereafter are from time to time standing to the credit of each of the Accounts, the Collection Account and the Seller Funding Account (to the extent of its right, title, interest or benefit in such sums) and any other bank or other account in which the Chargor may at any time acquire any right, title, interest or benefit, together with all interest accruing from time to time thereon and the debts represented by each such account;
- 5.1.6 **Causes of Action:** to the extent assignable, assigns to the Security Trustee all its rights, title, interest and benefit, present and future, to and in any causes of and rights of action (and the net proceeds thereof) of the Chargor, against (a) any person in connection with any certificate of title and/or valuation report and/or Litigation and/or any other report, valuation, opinion, certificate or other statement of fact or opinion given, or other act or omission, in connection with any Mortgage Loan and its Collateral Security or affecting the decision to make any of the Mortgage Loans; and (b) any firm of solicitors instructed to act on the Chargor's behalf in connection with any Mortgage Loan;
- 5.1.7 **Investments:** charges by way of first fixed charge to the Security Trustee all of its right, title, interest and benefit present and future in, to and under any Investments;
- 5.1.8 **Floating Charge:** by way of first floating charge, charges to the Security Trustee the whole of its undertaking and all its property and assets whatsoever and wheresoever, present and future, including without limitation its uncalled capital

and without prejudice and in addition to any prior ranking Security created by or pursuant to the Security Documents or from time to time hereafter granted by the Chargor in favour of the Security Trustee. Such floating charge shall (without prejudice to the generality of the foregoing) extend to any property, interests, assets and rights, present and future, which become subject to a crystallised floating charge and which the Parties expressly or impliedly hereafter agree shall fall to be treated as an asset covered by the floating charge hereby created.

The Chargor agrees and acknowledges that any effective charge by way of legal mortgage, legal charge or assignment or fixed equitable mortgage, sub-mortgage, sub-charge by assignment or equitable charge created by or pursuant to this Deed shall have priority over the floating charge hereby created in relation to the relevant asset or right, but that insofar as no such legal or fixed equitable security is effectively created, then any such asset shall nonetheless be and remain subject to the floating charge hereby created. The Chargor declares that (a) the floating charge created by it pursuant to this Clause 5.1.8 is a "qualifying floating charge" for the purposes of paragraph 14(2)(a) of schedule B1 to the Insolvency Act 1986, and (b) that paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to this Deed.

## **5.2 Custody of Records**

The Chargor acknowledges and confirms that the Security Trustee shall be entitled at all times, following service of an Enforcement Notice, but subject to compliance with all applicable data protection legislation, to the custody of the Records held by or on behalf of the Chargor. The Chargor further confirms that all the Records which may from time to time be within the control or possession of the Security Trustee for and on behalf of the Chargor as contemplated by paragraph 5 of schedule 7 (*Retention of Documents*) to the Facility Agreement shall, following service of an Enforcement Notice, be held to the order of the Security Trustee for the purpose set out in this Clause 5.

## **5.3 Security Trustee**

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

## **5.4 Notice and Acknowledgement**

**5.4.1** The Account Bank acknowledges the assignment by way of security of the Chargor's rights in respect of the Account Bank Agreement under Clause 5.1.4 (*Contractual Rights and Trusts*) and the charge over the Payment Account and the Mortgage Pre-Completion Account under Clause 5.1.5 (*Accounts*) and confirms that it has not received notice of the interest of any third party in or to the Account Bank Agreement, the Payment Account or the Mortgage Pre-Completion Account. Notwithstanding the assignments referred to above, the Chargor shall remain liable under the Account Bank Agreement to perform all the obligations assumed by it thereunder and none of the Security Trustee or any Receiver or any delegate appointed by it shall be at any time under any obligation or liability to the Account Bank under or in respect of the Account Bank Agreement.

**5.4.2** The Legal Title Holder:

- (i) as Seller, Legal Title Holder and Servicer under the Asset Purchase Agreement acknowledges the assignment by way of security of (or, as applicable, charge over) the Chargor's rights in respect of the Asset Purchase Agreement under Clause 5.1.1 (*Mortgage Loans and Collateral Security*);
- (ii) as trustee pursuant to the Collection Account Declaration of Trust, acknowledges the assignment by way of security of the Chargor's rights in respect of the Collection Account Declaration of Trust and the Seller Funding Account Security Agreement, under Clause 5.1.4 (*Contractual Rights and Trusts*); and
- (iii) as chargor pursuant to the Seller Funding Account Security Agreement, acknowledges the assignment by way of security of the Chargor's rights in respect of the Seller Funding Account Security Agreement, under Clause 5.1.4 (*Contractual Rights and Trusts*).

- 5.4.3 The Servicer, the Cash Manager, the Account Bank, the Corporate Services Provider and the Hedging Provider acknowledge the assignment by way of security of the Chargor's rights in respect of the Transaction Documents under Clause 5.1.4 (*Contractual Rights and Trusts*) to which it is a party. Notwithstanding the assignments and the security rights referred to above, prior to the service of an Enforcement Notice, the Chargor shall be entitled, from time to time, to exercise its rights, powers and discretions under the Transaction Documents and in relation to the other Charged Assets, provided that it does so in accordance with the terms of the Transaction Documents.
- 5.4.4 The Chargor agrees to execute and deliver such further notices of assignment or charge as are required for the purpose of perfecting the security granted in Clause 5.1 (*Creation of Security*) upon first written demand of the Security Trustee.
- 5.5 The Chargor undertakes that until directed otherwise by the Security Trustee (and such direction may only be made following service of an Enforcement Notice), it shall collect all Book Debts and pay them to the Payment Account in accordance with the terms of the Transaction Documents, whereupon the proceeds of the Book Debts shall stand subject to the security created by Clause 5.1.5 (*Accounts*). Withdrawals from the Payment Account shall only be made in accordance with the terms of the Transaction Documents.
- 5.6 The Chargor agrees and acknowledges that nothing in this Deed shall prejudice or affect any right of set-off or lien to which the Security Trustee is, or may at any time be, entitled.
- 5.7 The Chargor shall execute and do all such assurances, acts and things as the Security Trustee may reasonably require for perfecting or protecting the security intended to be created by or pursuant to this Deed of Charge over the Charged Assets or any part thereof and from time to time and at any time after the security constituted by or pursuant to the Deed of Charge shall have become enforceable shall execute and do all such assurances, acts and things as the Security Trustee may reasonably require for facilitating the realisation of such Charged Assets and the exercise of all powers, authorities and discretions vested in the Security Trustee or in any Receiver of such Charged Assets or any part thereof.

## **6 Trust for the Secured Creditors**

The Security Trustee shall hold the benefit of the security and the covenants and undertakings contained in this Deed on trust for the Secured Creditors (including itself), upon and subject to the terms and conditions contained in this Deed.

## **7 Redemption and Release of Charged Assets**

- 7.1** Notwithstanding the provisions of Clause 5 (*Security*), on the irrevocable and unconditional payment or discharge by the Chargor of the Secured Obligations, the Security Trustee, at the request and cost of the Chargor, shall release or reassign the Charged Assets and the custody of the Records relating thereto (to the extent the relevant Records are in the custody of the Security Trustee), to the Chargor or any other person entitled thereto.
- 7.2** If the Chargor disposes of any Non-Compliant Mortgage Loan and its Collateral Security to the Seller in accordance with the Asset Purchase Agreement or makes any other disposal of any Mortgage Loan and its Collateral Security pursuant to and in accordance with the Facility Agreement, the Security Trustee's security over such Mortgage Loan and Collateral Security and the Chargor's interest therein, and the custody of the Records relating thereto (to the extent the relevant Records are in the custody of the Security Trustee), shall thereby be released to the fullest extent permitted by applicable law without any further action being required; provided that, if necessary, the Security Trustee, at the request and cost of the Chargor, shall execute a release or discharge of its interest in such Mortgage Loan and Collateral Security in writing.
- 7.3** Notwithstanding the provisions of Clause 5 (*Security*), if any Mortgagor elects to redeem his or her Mortgage Loan in accordance with its terms or as may be agreed with the Servicer or the Legal Title Holder, then the Chargor shall be entitled to permit such redemption and to perform all acts necessary for, or conducive to, such redemption (including, without limitation, releasing the Collateral Security) but without prejudice to the Chargor's obligations under the Transaction Documents.
- 7.4** If the Security Trustee considers that any amount paid or credited to it under any Transaction Document is likely to be avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Obligations have been irrevocably paid in full.

## **8 Operation of Accounts**

- 8.1** Notwithstanding the security rights created by or pursuant to Clause 5 (*Security*), prior to the service of an Enforcement Notice the Cash Manager (appointed by the Chargor pursuant to the terms of the Cash Management Agreement), the Borrower and the Corporate Services Provider shall be entitled, from time to time, to instruct the Account Bank to make payments from the Payment Account or the Mortgage Pre-Completion Account for application in accordance with the Cash Management Agreement and this Deed.
- 8.2** If an amount is withdrawn from the Payment Account or the Mortgage Pre-Completion Account as permitted by Clause 8.1, that amount shall be deemed to be released from the

fixed charge over that account referred to in Clause 5.1.5 (*Accounts*) on that withdrawal being made.

- 8.3** Each of the Secured Creditors and the Parties acknowledges and agrees (or is deemed to acknowledge or agree) to this Clause 8.

## **9 Upon Enforcement**

- 9.1** The Chargor agrees that, if an Event of Default has occurred and is continuing, the Facility Agent may (but shall not be obliged to) direct in writing the Security Trustee to enforce the Security created by or pursuant to the Security Documents, and the Security Trustee, subject to it being indemnified and/or secured and/or prefunded to its satisfaction, shall promptly serve an Enforcement Notice on the Chargor. The Security Trustee shall not be obliged to take any enforcement action including serving an Enforcement Notice unless and until it (i) has received a written direction from the Facility Agent; and (ii) it has been indemnified and/or secured and/or prefunded to its satisfaction. Upon the service of such Enforcement Notice on the Chargor:

**9.1.1** the Security created by or pursuant to this Deed and the other Security Documents shall become immediately enforceable;

**9.1.2** no amount may be drawn by any person from the Payment Account or the Mortgage Pre-Completion Account except to the extent permitted by this Deed;

**9.1.3** any charge created by Clause 5 (*Security*) which is a floating charge shall automatically crystallise without notice; and

**9.1.4** the Secured Obligations shall be payable by the Chargor to the Security Trustee on demand.

- 9.2** Each of the Secured Creditors hereby agrees, and the Chargor concurs, that all moneys received or recovered by the Security Trustee in respect of the Secured Obligations following the service of an Enforcement Notice shall be held by it, and all moneys received by any Secured Creditor in respect of the Secured Obligations (other than moneys received pursuant to the Post-Enforcement Priority of Payments or Clause 8 (*Operation of Accounts*)) upon or following the service of an Enforcement Notice shall forthwith be paid to (and, pending such payment, the Secured Creditor shall hold such moneys on trust for) the Security Trustee to be held by it, in each case on trust, to be applied in the order of priority set out in the Post-Enforcement Priority of Payments (making payments in respect of items with a lower priority only to the extent that items with a higher priority have been satisfied in full). The Security Trustee shall not be responsible for determining whether any deductions or withholding in respect of Taxes or other governmental charges are payable in respect of any payments received pursuant to the Post-Enforcement Priority of Payments and shall have no responsibility for making any such deductions or withholding in respect of any such payments or from any proceeds of enforcement.

- 9.3** Unapplied Facilities Sums shall be paid to the Security Trustee for and on behalf of the Security Trustee and the other Secured Creditors by the Chargor or by the Facility Agent (if the Chargor has paid such amounts to the Facility Agent) as soon as practicable following service of the Enforcement Notice for application in accordance with Clause 9.2 and, pending such application, the Chargor or the Facility Agent (as the case may be) shall hold such Unapplied Facilities Sums on trust absolutely for the benefit of the Security Trustee



for and on behalf of itself and the other Secured Creditors and for application in accordance with the terms of Clause 9.2 .

- 9.4** The Parties agree that the service of an Enforcement Notice shall not of itself affect their continuing contractual rights under the Transaction Documents to which they are parties, unless otherwise provided for therein.
- 9.5** Citibank N.A., London Branch in its capacity as Original Lender disclaims any rights it has to receive, pursuant to the Post-Enforcement Priority of Payments, proceeds from any Non-Compliant Loans or amounts standing to the credit of the Non-Compliant Loans Ledger.

## **10 Prior to Enforcement**

- 10.1** Notwithstanding the Security created by or pursuant to this Deed and the other Security Documents, whilst any Loan is outstanding and prior to the service of an Enforcement Notice, all payments to be made into and out of the Payment Account, the Mortgage Pre-Completion Account, the Collection Account and the Seller Funding Account shall be made in accordance with, and subject to the terms and conditions of, the Transaction Documents (including but not limited to Clause 8 (*Operation of Accounts*), Schedule 1 (*Principal Priority of Payments*), Schedule 2 (*Revenue Priority of Payments*), Schedule 4 (*Disposal Priority of Payments*), the Asset Purchase Agreement, the Servicing Agreement and the Cash Management Agreement).
- 10.2** Notwithstanding the security rights created by or pursuant to Clause 5 (*Security*), prior to the service of an Enforcement Notice, the Chargor shall be entitled, from time to time, to exercise its rights, powers and discretions under the Transaction Documents and in relation to the other Charged Assets, provided that it does so in accordance with the terms of the Transaction Documents.

## **11 Continuance of Security and Conflict**

- 11.1** Without prejudice to the generality of Clause 3 (*Covenant to Pay*), the charges, covenants and provisions contained in this Deed and the other Security Documents shall remain in force as a continuing security to the Security Trustee notwithstanding any settlement of account or any other act, event or matter whatsoever, except only the execution by the Security Trustee of an absolute and unconditional release or the execution by or on behalf of the Security Trustee of a receipt for all (and not part only) of the Secured Obligations.
- 11.2** In relation to the Security Trustee's duties, obligations and responsibilities as Security Trustee to the Secured Creditors in relation to the Charged Assets and under or in connection with this Deed and the other Security Documents, each Secured Creditor hereby agrees, and the Chargor concurs, that the Security Trustee shall discharge these by performing and observing its duties, obligations and responsibilities as Security Trustee to the Secured Creditors in accordance with the provisions of this Deed of Charge.
- 11.3** Without prejudice to the generality of the provisions of Clause 15 (*The Security Trustee's Powers of Enforcement*) and Clause 20 (*The Security Trustee's Rights, Powers and Discretions*), the Security Trustee shall, in its exercise of such powers, trusts, authorities, duties and rights, have regard only to the interests of the Secured Creditors (subject to the terms of this Deed) for the time being and shall only be obliged to act as directed by the

Facility Agent as provided in Clause 20 (*The Security Trustee's Rights, Powers and Discretions*) and the other Secured Creditors agree to be bound thereby. In the event of any conflict between the interests of the Finance Parties and the other Secured Creditors, the Security Trustee will have regard to the interests of the Finance Parties only. In the event of any conflict between the interests of the Lenders and any of the other Finance Parties, the Security Trustee will have regard to the interests of the Lenders only.

- 11.4** The Secured Creditors acknowledge that the Security Trustee shall not be bound to take any steps or action or institute any proceedings following the occurrence of an Event of Default or to take any other action to enforce the security constituted by or pursuant to this Deed or the other Security Documents unless the Security Trustee shall have been indemnified and/or secured and/or prefunded to its satisfaction against all actions, proceedings, claims and demands to which it may thereby render itself liable and all costs, charges, damages and expenses which it may incur by so doing.
- 11.5** If the Security Trustee has grounds for believing that the Chargor may be insolvent or deemed to be insolvent pursuant to the provisions of applicable insolvency law at the date of any payment made by the Chargor to the Security Trustee and that as a result, such payment is likely to be avoided or clawed back, the Security Trustee will be at liberty to retain the Security created by or pursuant to this Deed until the expiry of a period of one month plus such statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated after the payment and discharge in full of all Secured Obligations notwithstanding any release, settlement, discharge or arrangement which may be given or made by the Security Trustee on, or as a consequence of, such payment or discharge provided that, if at any time within such period, a petition is presented to a competent court for an order for the winding up or the making of an administration order or documents are filed with the court for the appointment of an administrator or formal notice is to be given of an intention to appoint an administrator in respect of the Chargor or the Chargor commences being wound up or going into administration or any analogous proceedings are commenced by or against the Chargor, the Security Trustee will be at liberty to continue to retain the Security created by or pursuant to this Deed for such further period as the Security Trustee may determine and the Security created by or pursuant to this Deed shall be deemed to continue to have been held as security for payment and discharge to the Security Trustee of all Secured Obligations.

## **12 Warranty and Covenants by the Chargor**

- 12.1** The Chargor represents and warrants to the Security Trustee that it has taken all necessary steps to enable it to charge or assign as security the Charged Assets in accordance with Clause 5 (*Security*), and that it has taken no action or steps to prejudice its right, title and interest in and to the Charged Assets.
- 12.2** The Chargor covenants with and undertakes to the Security Trustee that so long as the Secured Obligations remain outstanding it will not, save to the extent permitted by the Transaction Documents or with the prior written consent of the Security Trustee, permit the validity or effectiveness of this Deed or the priority of the security created thereby or pursuant thereto to be amended, terminated, postponed or discharged, or permit any person whose obligations form part of the Charged Assets to be released from such obligations.

- 12.3** The Chargor covenants with and undertakes to the Security Trustee that so long as the Secured Obligations remain outstanding it shall:
- 12.3.1** give to the Security Trustee such information and evidence as the Security Trustee shall reasonably (acting in the interests of the Secured Creditors) require for the purpose of the discharge of the duties, trusts, powers and authorities vested in it under this Deed or by operation of law;
  - 12.3.2** at all times keep proper books of account and, subject to compliance with all applicable data protection legislation, allow the Security Trustee and any person appointed by the Security Trustee free access to such books of account on reasonable notice at all times;
  - 12.3.3** send to the Security Trustee copies of all documents sent to the Facility Agent pursuant to clause 15 (*Information undertakings*) of the Facility Agreement at the same time that such documents are sent to the Facility Agent; and
  - 12.3.4** forthwith after becoming aware thereof give notice in writing to the Security Trustee of the occurrence of any Default.
- 12.4** The Chargor agrees to comply with the provisions of clause 18.3 (*Negative pledge*) of the Facility Agreement and the said provisions are hereby incorporated in this Deed.
- 12.5** The Chargor agrees and acknowledges that nothing in this Deed shall prejudice or affect any right of set-off or lien which the Security Trustee may at any time be entitled to exercise.
- 12.6** If the Chargor for any reason fails to observe or punctually to perform any of its obligations to the Security Trustee, whether under this Deed or otherwise, the Security Trustee shall have power but shall be under no obligation, on behalf of or in the name of the Chargor pursuant to the power of attorney granted under Clause 23.2 or otherwise, to perform the obligation and to take any steps which the Security Trustee may consider appropriate with a view to remedying, or mitigating the consequences of, the failure, but so that the exercise of this power, or the failure to exercise it, shall in no circumstances prejudice the Security Trustee's rights under this Deed or otherwise or constitute the Security Trustee a mortgagee in possession.

### **13 Hedging Arrangements**

- 13.1** The Chargor agrees to obtain the written consent of the Hedging Provider (such consent not to be unreasonably withheld or delayed) prior to agreeing any modification, supplement, waiver or consent in respect of a Transaction Document if, in the reasonable opinion of the Hedging Provider, such modification, supplement, waiver or consent would materially adversely affect:
- 13.1.1** any Priority of Payments;
  - 13.1.2** the amount, timing or priority of any payments due to be made by or to the Hedging Provider;
  - 13.1.3** the Hedging Provider's status as a Secured Creditor;
  - 13.1.4** the Hedging Provider's rights in relation to the Transaction Security howsoever described, and including as a result of changing the nature or the scope of, or releasing such Transaction Security granted by the Chargor in favour of the

Security Trustee on behalf of the Secured Creditors other than in accordance with this Deed);

- 13.1.5 any other term which would modify a payment date under the Facility Agreement or any Hedging Agreement;
  - 13.1.6 the definitions of "Agreed Pipeline Percentage" and "Prospective Fixed Rate Mortgage Loan";
  - 13.1.7 the Hedging Provider's right to receive a copy of the Investor Report which shows the result of a Hedging Test, or the result of a Hedging Test run in respect of a Disposal Date; or
  - 13.1.8 the definitions of any terms in any Transaction Documents relating to the above matters.
- 13.2 The Chargor further agrees that, any amendment, variation, novation, supplement, restatement or replacement of any Transaction Document shall only affect the provisions of the Hedging Agreement if it has been consented to by each of the Hedging Provider and the Borrower prior to such amendment, variation, novation, supplement, restatement or replacement.

#### **14 Expenses**

- 14.1 The Chargor further covenants with and undertakes to (with the intent that this covenant and undertaking shall survive the termination of this Deed, or any of the other Transaction Documents) the Security Trustee to reimburse, pay or discharge all costs, fees, charges, liabilities and expenses properly incurred by the Security Trustee, the Receiver or any attorney, manager, agent or delegate appointed by the Security Trustee under this Deed, or any of the other Transaction Documents in connection with:
- 14.1.1 the negotiation, preparation, printing and execution of any amendment, waiver or consent in relation to this Deed;
  - 14.1.2 the preparation, execution, registration or perfecting of the Transaction Documents or any other document relating thereto and the creation of the security constituted by or pursuant to this Deed of Charge;
  - 14.1.3 the carrying out of the trusts, functions and duties under or in connection with this Deed or any other of the Transaction Documents;
  - 14.1.4 the exercise, or the attempted or purported exercise, or the consideration of the exercise, by or on behalf of the Security Trustee or the Receiver of any of the powers of the Security Trustee or the Receiver;
  - 14.1.5 any other action taken by or on behalf of the Security Trustee in connection with enforcing any obligations of, or preserving any rights against, the Chargor or any other person under any of the Transaction Documents or the recovery of the Secured Obligations from the Chargor or any other person or the enforcement of the security for the Secured Obligations; and
  - 14.1.6 all present and future registration or recording fees, stamp or other duties or Taxes arising in respect of this Deed and the matters herein specified and any penalties or other sums arising from any delay or omission on the part of the Chargor to pay such fees, duties or Taxes,

together with any irrecoverable VAT charged or chargeable in respect thereof.

- 14.2** If the Chargor requests an amendment, waiver, release or consent, the Chargor shall, within three Business Days of demand, reimburse each of the Facility Agent and the Security Trustee for the amount of all costs and expenses (including legal fees) properly incurred by the Facility Agent and the Security Trustee (as applicable) in responding to, evaluating, negotiating or complying with that request.
- 14.3** All sums payable by the Chargor or any other person under or pursuant to this Deed of Charge are deemed to be exclusive of any amount in respect of VAT. If, pursuant to any provision of this Deed of Charge or any other Transaction Document, the Security Trustee or any Receiver makes any taxable or deemed taxable supply, or has to pay any VAT in respect of any taxable supply or deemed taxable supply made to it, then the Chargor shall pay to the Security Trustee or such Receiver (as the case may be) (in addition to the consideration for the supply) an amount equal to VAT charged in respect of such taxable or deemed taxable supply against production of a valid VAT invoice.
- 14.4** If the Chargor or any Lender fails to pay any amount due and payable by it under this Deed or any other Transaction Document to the Security Trustee on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the rate of two per cent. per annum over the base rate of National Westminster Bank Plc. Any interest accruing under this Clause 14.4 shall be immediately payable to the Security Trustee by the Chargors or the Lender(s), as applicable, on demand by the Security Trustee.
- 14.5** The provisions of this Clause 14 shall survive the termination and/or discharge of this Deed.

## **15 The Security Trustee's Powers of Enforcement**

- 15.1** Section 103 of the Act shall not apply to this Deed and forthwith following the service of an Enforcement Notice the Security created by or pursuant to this Deed (and the other Security Documents) shall become immediately enforceable and the powers conferred by the Act and this Deed (and the other Security Documents) immediately exercisable without the restrictions contained in the Act.
- 15.2** The statutory powers of leasing, letting, entering into agreements for leases or lettings and accepting and agreeing to accept surrenders of leases conferred by Sections 99 and 100 of the Act to the extent applicable, shall be exercisable by the Security Trustee following the service of an Enforcement Notice and, whether or not the Security Trustee shall then be in possession of that part of the Charged Assets proposed to be leased, so as to authorise the Security Trustee to make a lease or agreement for lease at a premium and for any length of term and generally without any restriction on the kinds of leases and agreements for lease that the Security Trustee may make and generally without the necessity for the Security Trustee to comply with any restrictions imposed by or any other provisions of Sections 99 and 100 of the Act. The Security Trustee may delegate such powers to any person, but no such delegation shall preclude the subsequent exercise of any such powers by the Security Trustee itself or a subsequent delegation by the Security Trustee to any other person; and any such delegation may be revoked by the Security Trustee at any time. Sections 99(18) and 100(12) of the Act shall not apply to this Deed.

- 15.3** The provisions of the Act relating to the power of sale and the other powers conferred by Section 101 of the Act are hereby extended (as if such extensions were contained in the Act) to authorise the Security Trustee following the service of an Enforcement Notice at its absolute discretion and upon such terms as it may think fit:
- 15.3.1** to dispose of the Charged Assets or any interest in the same, and to do so for shares, debentures or any other securities whatsoever, or in consideration of an agreement to pay all or part of the purchase price at a later date or dates, or an agreement to make periodical payments, whether or not the agreement is secured by an encumbrance, or for such other consideration whatsoever as the Security Trustee may think fit, and also to grant any option to purchase, and to effect exchanges and nothing shall preclude the Security Trustee from making any disposal to any person it thinks fit;
  - 15.3.2** with a view to, or in connection with, the disposal of the Charged Assets to carry out any transaction, scheme or arrangement which the Security Trustee may in its absolute discretion, consider appropriate;
  - 15.3.3** to take possession of, get in and collect the Charged Assets;
  - 15.3.4** to carry on and manage or concur in managing the business of the Chargor;
  - 15.3.5** to make demand in the name of the Secured Creditors or in its own right for any moneys and liabilities in respect of the Charged Assets;
  - 15.3.6** to appoint and engage employees, managers, agents and advisers upon such terms as to remuneration and otherwise and for such periods as it may determine, and to dismiss them;
  - 15.3.7** in connection with the exercise, or the proposed exercise, of any of its powers to borrow or raise money from any person, without security or on the security of the Charged Assets or other assets subject to Security created by or pursuant to the Security Documents (either in priority to such security or otherwise) and generally in such manner and on such terms as it may think fit;
  - 15.3.8** to bring, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims and proceedings concerning the Charged Assets;
  - 15.3.9** to transfer all or any of the Charged Assets and/or any of the liabilities of the Chargor to any other company or body corporate, whether or not formed or acquired for the purpose and whether or not a subsidiary or associated company of the Security Trustee or a company in which the Security Trustee has an interest;
  - 15.3.10** to call up all or any portion of the uncalled capital (if any) for the time being of the Chargor;
  - 15.3.11** generally to carry out, or cause or authorise to be carried out, any transaction, scheme or arrangement whatsoever, whether similar or not to any of the foregoing, in relation to the Charged Assets which it may consider expedient as effectually as if it were solely and absolutely entitled to the Charged Assets;
  - 15.3.12** in connection with the exercise of any of its powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of the Chargor or otherwise, as it may think fit, all documents, acts or things which it may consider appropriate; and

15.3.13 to pay and discharge out of the profits and income of the Charged Assets and the moneys to be made by it in carrying on any such business as aforesaid the expenses incurred in and about the carrying on and management of any such business as aforesaid or in the exercise of any of the powers conferred by this Clause 15.3 or otherwise in respect of the Charged Assets and all outgoings which it shall think fit to pay.

The Security Trustee has no obligation to take any action as described above and may refrain from taking any action where it, in its absolute discretion, considers that it may or could incur any liability in respect of any Property.

15.4 To the extent that this Deed constitutes a "financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Regulations**")) the Security Trustee shall have the right following the service of an Enforcement Notice:

15.4.1 to use and dispose of any part of the Charged Assets which constitutes "financial collateral" (as defined in the Regulations ("**Financial Collateral**")), in which case the Security Trustee shall comply with the requirements of the Regulations as to obtaining "equivalent financial collateral" (as defined in the Regulations); and

15.4.2 (at any time after the Security created by or pursuant to this Deed becomes enforceable) to appropriate any part of the Charged Assets which constitutes Financial Collateral in or towards satisfaction of the Secured Obligations in accordance with the Regulations.

15.5 For the avoidance of doubt and without prejudice to the right of the Security Trustee to perfect any security created or intended to be created by or pursuant to any Security Document by giving notice to the Mortgagors, Clause 15.3 or Clause 18.3 do not entitle the Security Trustee (a) to deal directly with Mortgagors or (b) to enforce or exercise any rights, discretions or powers of the lender under the Mortgage Loans, or perform the functions, or to exercise any of the rights, powers or discretions of the Servicer under the Servicing Agreement or the Legal Title Holder under the Asset Purchase Agreement (except to the extent expressly provided therein) or any other Transaction Document to which the Servicer is a party, prior to the effective date of termination of the Servicer as servicer under the Servicing Agreement.

## 16 Receiver

16.1 At any time following the service of an Enforcement Notice or after any application is made for the appointment of an administrator in relation to the Chargor, the Security Trustee may appoint such person or persons (including an officer or officers of the Security Trustee) as it thinks fit to be a Receiver or Receivers of the Charged Assets to act jointly, or jointly and severally, as the Security Trustee shall determine.

16.2 The Security Trustee may remove the Receiver appointed by it whether or not appointing another in his place, and the Security Trustee may also appoint another Receiver if the Receiver resigns.

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

- 16.4** The Receiver shall, so far as the law permits, be the agent of the Chargor and the Chargor shall be solely responsible for his acts or omissions and defaults and liable on any contracts or engagements made or entered into by him; and in no circumstances whatsoever shall the Security Trustee or any other Secured Creditor be in any way responsible for any misconduct, negligence or default of the Receiver. Notwithstanding the generality of the foregoing, such Receiver shall in the exercise of his powers, authorities and directions conform to the regulations and directions from time to time made and given by the Security Trustee. The Security Trustee shall not be in any way responsible for any misconduct, default or negligence on the part of any Receiver.
- 16.5** Subject to Section 36 of the Insolvency Act 1986, the remuneration of the Receiver may be fixed by the Security Trustee (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise), but such remuneration shall be payable by the Chargor alone; and the amount of such remuneration may be debited by the Security Trustee to any account of the Chargor but shall, in any event, form part of the Secured Obligations and accordingly be secured on the Charged Assets under the Security created by or pursuant to this Deed and the other Security Documents.
- 16.6** The Receiver may be vested by the Security Trustee with such of the powers, authorities and discretions exercisable by the Security Trustee under this Deed as the Security Trustee may think fit. Without prejudice to the generality of the foregoing, any Receiver appointed to the whole or substantially the whole of the Chargor's properties shall have the powers referred to in Schedules 1 and 2 of the Insolvency Act 1986 whether or not the Receiver is an "administrative receiver" as defined in the Insolvency Act 1986.
- 16.7** The Security Trustee may from time to time and at any time require any such Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and amount of the security to be so given but the Security Trustee shall not be bound in any case to require any such security.
- 16.8** Save so far as otherwise directed by the Security Trustee, all moneys from time to time received by such Receiver shall be paid over to the Security Trustee to be held by it on the trusts declared by Clause 9.2.
- 16.9** The Security Trustee may pay over to such Receiver any moneys constituting part of the Charged Assets to the intent that the same may be applied for the purposes of this Deed by such Receiver and the Security Trustee may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver.
- 16.10** Sections 109(6) and (8) of the Act shall not apply in relation to the Receiver.

## **17 Protection of Third Parties**

- 17.1** The statutory powers of sale and of appointing a Receiver which are conferred upon the Security Trustee as varied and extended by this Deed and all other powers shall in favour of any purchaser be deemed to arise and be exercisable immediately after the execution of this Deed but shall only be exercised upon or following the delivery of an Enforcement Notice.
- 17.2** No purchaser from, or other person dealing with, the Security Trustee and/or the Receiver shall be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable, or whether the Secured



Obligations remain outstanding, or whether any event has happened to authorise the Receiver to act or as to the propriety or validity of the exercise or purported exercise of any such power; and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

- 17.3** The receipt of the Security Trustee or the Receiver shall be an absolute and conclusive discharge to a purchaser or such person and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Trustee or the Receiver or, if applicable, any of the other Secured Creditors.

## **18 Protection of the Security Trustee and Receiver**

- 18.1** Neither the Security Trustee nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence, fraud or wilful misconduct.
- 18.2** Without prejudice to Clause 18.1, entry into possession of the Charged Assets shall not render the Security Trustee or the Receiver liable to account as mortgagee in possession or to be liable for any loss on realisation or for any default or omission for which a mortgagee or heritable creditor in possession might be liable. If and whenever the Security Trustee or the Receiver enters into possession of any Charged Assets, it shall be entitled at any time at its pleasure to go out of such possession of the same.
- 18.3** Neither the Security Trustee nor the Secured Creditors shall, by reason of any assignment or other security made under or pursuant to this Deed of Charge, be or be deemed to be a mortgagee nor shall they take any action (other than, in the case of the other Secured Creditors with the Security Trustee's prior written consent) which would be likely to lead to the Secured Creditors or the Security Trustee becoming a mortgagee in possession in respect of any property referred to in this Deed of Charge.
- 18.4** Each of the Parties hereto agrees and acknowledges that in the event that the Chargor or the Security Trustee is required to appoint a Receiver of the Mortgage Loans and their Collateral Security, then the Security Trustee shall not be obliged to indemnify any such Receiver for any of its costs, charges, liabilities and expenses or to advance, in whatever form, any moneys to such a Receiver arising out of or in connection with such enforcement or to carry on, or to require any Receiver to carry on, any business carried on from time to time in connection with the relevant Property or otherwise.

## **19 Indemnity and Interest**

- 19.1** The Chargor agrees to indemnify in full the Security Trustee and any Receiver from and against all losses, actions, claims, costs (including legal costs and travel expenses), fees, charges and expenses (including insurance premiums), demands and liabilities (and including any Taxes, including stamp and documentary or other taxes or duties (including any value-added taxes or similar taxes)) (but other than any tax on income, profits or gains received or receivable (but not any sum deemed to be received or receivable) or any liability to deduct or account for national insurance) to which it, its officers, directors or employees (or any person appointed by it to whom any trust, power, authority or discretion may be delegated by it in the execution or purported execution of the trusts, powers, authorities or discretions vested in it by or pursuant to this Deed of Charge and any other Transaction Document to which it is a party (an "Appointee")) become liable or which are

properly incurred by it (or any such person as aforesaid) in the execution or purported execution of any of its trusts, powers, authorities and discretions hereunder or pursuant hereto or its functions under any such appointment or in respect of any other matter or thing done or omitted in any way relating to this Deed of Charge and any of the other Transaction Documents to which the Security Trustee is a party, or any such appointment, except such as may result by its wilful default, gross negligence or fraud or that of its Appointees.

- 19.2** All costs, charges and expenses properly incurred by the Security Trustee in the exercise of its powers conferred upon it by this Deed of Charge shall be payable and reimbursable by the Chargor on demand and:

**19.2.1** in the case of payments actually made by the Security Trustee prior to the demand, shall carry interest from the date of demand at the rate per annum which is two per cent. per annum over the base rate of National Westminster Bank PLC for the time being on the date on which the Security Trustee made such payments; and

**19.2.2** in all other cases, shall carry interest at such rate from the date 30 days after the date of demand or (where the demand specifies that payment is to be made on an earlier date) from such earlier date.

- 19.3** Clauses 19.1 and 19.2 will continue in full force and effect as regards the Security Trustee even if it is no longer security trustee.

## **20 The Security Trustee's Rights, Powers and Discretions**

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

- 20.2** The Security Trustee may:

**20.2.1** assume that no Event of Default or Default has occurred or that the Security created over the Charged Assets has not become enforceable unless it has, in its capacity as security trustee for the Secured Creditors, express notice to the contrary;

**20.2.2** rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Chargor or any other person or party upon a certificate signed by or on behalf of the Chargor or such other person or party without further enquiry and shall incur no liability to any person for so relying;

**20.2.3** rely upon any communication or document believed by it to be genuine;

**20.2.4** refrain from exercising any right, power or discretion vested in it hereunder unless and until instructed in writing by the Facility Agent as to whether or not such right, power or discretion is to be exercised and, if it is to be exercised, as to the manner in which it should be exercised and shall incur no liability to any person for not acting until in receipt of any such written instructions or for any delay which may result in seeking or requiring such instructions;

- 20.2.5 refrain from acting in accordance with any instructions of the Facility Agent until it shall have received such security as it may require (whether by way of payment in advance or otherwise) for all costs, claims, fees, expenses (including legal fees) and liabilities which it considers in its sole discretion it may expend or incur in complying with such instructions;
- 20.2.6 upon a disposal of any of the Charged Assets (or of any other assets subject to the Security created by or pursuant to the Security Documents) by any Receiver in accordance with the provisions hereof to any third party, release such property from the security created under the Security Documents; and
- 20.2.7 unless the express provisions hereof (including without limitation, Clause 13 (*Hedging Arrangements*)) provide otherwise, if authorised by the Facility Agent, agree to any amendments or variation to the terms of or waiver in respect of any breaches of or defaults under, or otherwise excuse performance of any provision of, or grant consents under, this Deed on behalf of the Secured Creditors, any such amendment, variation, waiver or consent so authorised to be binding on all the Parties and the Security Trustee to be under no liability whatsoever in respect thereof.
- 20.3** The Security Trustee shall deal solely with and take written instructions only from the Facility Agent to the exclusion of any Secured Creditors in relation to the exercise of its rights and the performance of its obligations hereunder and shall be under no obligation to take any step or action or refrain from taking any step or action pursuant to this Deed of Charge or any other Transaction Document to which it is a party unless and until it has received an instruction in writing from the Facility Agent and, without prejudice to the generality of the foregoing, the Security Trustee shall:
- 20.3.1 inform the Facility Agent as soon as reasonably practicable of the contents of any notice or document received by it, in its capacity as security trustee, from the Chargor;
- 20.3.2 save as otherwise provided herein, act as security trustee hereunder in accordance with any instructions given to it by the Facility Agent, which instructions shall be binding on all of the Secured Creditors, provided that the Security Trustee shall not have any obligation to act in accordance with any such instructions if in the opinion of the Security Trustee to do so may involve the Security Trustee in incurring any expense or personal liability for which it has not been indemnified and/or secured and/or pre-funded to its satisfaction; and
- 20.3.3 if so instructed by the Facility Agent, refrain from exercising any right, power or discretion vested in it as security trustee hereunder.
- The Security Trustee shall be entitled to seek clarification of any instruction which has been given by the Facility Agent and shall be entitled to refrain from acting in the absence of any clear, unequivocal instructions and shall incur no liability for not acting in accordance with any such instructions while seeking clarification or for any delay which may result from its so doing. The Security Trustee shall incur no liability to any person for any act (or omission) if it acts (or refrains from taking any action) in accordance with the written instructions of the Facility Agent.
- 20.4** Notwithstanding anything to the contrary expressed or implied herein, the Security Trustee shall not:

- 20.4.1 be bound to enquire as to the occurrence or otherwise of any Event of Default or Default;
  - 20.4.2 be bound to account to any other Secured Creditor for any sum or the profit element of any sum received by it for its own account, whether in connection with the Transaction Documents or otherwise;
  - 20.4.3 be bound to disclose to any other person any information relating to the Chargor if such disclosure would or might in its opinion constitute a breach of any law or regulation or be otherwise actionable at the suit of any person; or
  - 20.4.4 be under any obligations other than those for which express provision is made herein and no implied duties or obligations shall be read into this Deed of Charge.
- 20.5** The Security Trustee accepts no responsibility for the accuracy and/or completeness of any information supplied by the Chargor or any other person in connection with, or for the legality, validity, effectiveness, adequacy or enforceability of, any of the Transaction Documents and shall not be liable or responsible for any losses to any person, howsoever caused, as a result of taking or omitting to take any action whatsoever in relation to any of the Transaction Documents or otherwise, save in the case of its own gross negligence, fraud or wilful misconduct.
- 20.6** Each of the Secured Creditors agrees that it will not assert or seek to assert against any director, officer or employee of the Security Trustee any claim it might have against any of them in respect of the matters referred to in Clause 20.5.
- 20.7** The Security Trustee may accept deposits from, lend money to, and generally engage in any kind of banking, investment or other business with the Chargor.
- 20.8** It is understood and agreed by each Secured Creditors that it has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status and nature of the Chargor and, accordingly, each Secured Creditor warrants to the Security Trustee that it has not relied and will not hereafter rely on the Security Trustee and the Security Trustee shall have no obligation:
- 20.8.1 to check or enquire on its behalf into the adequacy, accuracy or completeness of any information provided by the Chargor or any other person in connection with any of the Transaction Documents or the transactions therein contemplated (whether or not such information has been or is hereafter circulated to such Secured Creditor by the Security Trustee);
  - 20.8.2 to check or enquire on its behalf into the adequacy, accuracy or completeness of any communication delivered to it under any of the Transaction Documents, any legal or other opinions, reports, valuations, certificates, appraisals or other documents delivered or made or required to be delivered or made at any time in connection with any of the Transaction Documents, any security to be constituted thereby or any other report or other document, statement or information circulated, delivered or made, whether orally or otherwise and whether before, on or after the date thereof;
  - 20.8.3 to check or enquire on its behalf into the due execution, delivery, validity, legality, adequacy, suitability, performance, enforceability or admissibility in evidence of any of the Transaction Documents or any other document referred to in Clause 20.8.2

or of any guarantee, indemnity or security given or created thereby or any obligations imposed thereby or assumed thereunder;

**20.8.4** to check or enquire on its behalf into the ownership, value or sufficiency of any property the subject of any of the Security created by or pursuant to the Security Documents, the priority of any such security, the right or title of any person in or to any property comprised therein or the existence of any encumbrance affecting the same; or

**20.8.5** to assess or keep under review on its behalf the financial condition, creditworthiness, condition, affairs, status or nature of the Chargor.

- 20.9** The Security Trustee shall be at liberty to place any of the Transaction Documents and any other instruments, documents or deeds delivered to it pursuant to or in connection with any of the Transaction Documents for the time being in its possession in any safe deposit, safe or receptacle selected by it or with any bank, any company whose business includes undertaking the safe custody of documents or any firm of lawyers of good repute and shall not be responsible for any loss thereby incurred.
- 20.10** The Security Trustee may, whenever it thinks fit, delegate by power of attorney or otherwise to any person or persons, or fluctuating body of persons, all or any of the rights, powers, authorities and discretions vested in it by any of the Transaction Documents and such delegation may be made upon such terms (including the power to sub-delegate) and subject to such conditions and subject to such regulations as it may think fit and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of, any such delegate or sub-delegate (provided the Security Trustee exercises reasonable care in selecting such delegate).
- 20.11** Notwithstanding any other provision hereof, the Security Trustee may refrain from doing anything which would or might in its opinion be contrary to any relevant law of any jurisdiction or any relevant directive or regulation of any agency of any state or which would or might otherwise render it liable to any person, and may do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.
- 20.12** The Security Trustee and every attorney, agent or other person appointed by it under any of the Transaction Documents may indemnify itself or himself out of the Charged Assets against all claims, demands, liabilities, proceedings, costs, fees, charges, losses and expenses properly incurred by any of them in relation to or arising out of the taking or holding of any of the Security created by or pursuant to the Security Documents, the exercise or purported exercise of any of the rights, trusts, powers and discretions vested in any of them or any other matter or thing done or omitted to be done in connection with any of the Transaction Documents or pursuant to any law or regulation (otherwise than as a result of its fraud, gross negligence or wilful misconduct).
- 20.13** Without prejudice to the provisions of any of the Transaction Documents, the Security Trustee shall not be under any obligation to insure any property or to require any other person to maintain any such insurance and shall not be responsible for any loss which may be suffered by any person as a result of the lack of or inadequacy or insufficiency of any such insurance and shall not be responsible for paying any premiums or making any disclosure to insurers. Where the Security Trustee is named on any insurance policy as an insured party, it shall be named as a loss payee and it shall not be responsible for any loss which may be suffered by reason of, directly or indirectly, its failure to notify the insurers of

any fact relating to the risk assumed by such insurers or any other information of any kind and shall have no obligation to pay any premium.

**20.14** The Security Trustee shall not be liable for any failure, and shall have no obligation:

- 20.14.1** to require the deposit with it of any deed or document certifying, representing or constituting the title of the Chargor to any of the property mortgaged, secured, charged, assigned or otherwise encumbered hereby or pursuant hereto;
- 20.14.2** to obtain any licence, consent or other authority for the execution, delivery, validity, legality, adequacy, performance, enforceability or admissibility in evidence of any of the Transaction Documents;
- 20.14.3** to register or notify any of the foregoing in accordance with the provisions of any of the documents of title of the Chargor;
- 20.14.4** to effect or procure registration of or otherwise protect any of the Security created by or pursuant to the Security Documents by registering the same under any applicable registration laws in any territory;
- 20.14.5** to take, or to require the Chargor to take, any steps to render the Security created by or pursuant to the Security Documents effective or to secure the creation of any ancillary charge under the laws of any other jurisdiction;
- 20.14.6** with regard to, and no responsibility for, the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection with the Charged Assets;
- 20.14.7** with regard to, and no responsibility for, the nature, status, creditworthiness or solvency of the Chargor or any other person or entity who has at any time provided any security or support, whether by guarantee, charge or otherwise; or
- 20.14.8** to require any further assurances in relation to any of the Transaction Documents.

**20.15** The Security Trustee shall be entitled to accept without enquiry, requisition or objection such right and title as the Chargor may have to the property belonging to it (or any part thereof) which is the subject matter of any of the Security created by or pursuant to the Security Documents and shall not be bound or concerned to investigate or make any enquiry into the right or title of the Chargor to such property (or any part thereof) or, without prejudice to the foregoing, to require the Chargor to remedy any defect in its right or title as aforesaid.

**20.16** In acting as Security Trustee for the Secured Creditors notwithstanding the foregoing provisions of this Clause 20, in the event that the Security Trustee should act for the Chargor in any capacity in relation to any other matter, any information given by the Chargor to the Security Trustee in such capacity may be treated as confidential by the Security Trustee.

**20.17**

- 20.17.1** Each other Secured Creditor agrees to the appointment of the Security Trustee to act as security trustee under and in connection with the Transaction Documents.

- 20.17.2 Except as expressly provided in Clause 20.17.1, each other Secured Creditor agrees to the appointment of the Security Trustee to act as Security Trustee under and in connection with the Transaction Documents.
- 20.17.3 Each other Secured Creditor authorises the Security Trustee to exercise the rights, powers, authorities and discretions specifically given to the Security Trustee under or in connection with the Transaction Documents together with any other incidental rights, powers, authorities and discretions.
- 20.17.4 The Security Trustee shall not be an agent of (except as expressly provided in any Finance Document to which it is a party and subject to the terms of this Deed) any Secured Creditor under or in connection with any Transaction Document.
- 20.17.5 Nothing in this Deed constitutes the Security Trustee (except as expressly provided in any Finance Document to which it is a party and subject to the terms of this Deed) as a trustee or fiduciary of any other person.
- 20.17.6 The Security Trustee shall not be bound to take any action, step or proceedings in connection with this Deed of Charge or any other Transaction Document or any obligations arising hereunder or thereunder or the security over the Charged Assets or otherwise unless (i) it shall have been so directed by the Facility Agent in accordance with Clauses 9 (*Upon Enforcement*), 20.2.5 and 20.3 of this Deed; and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction against all actions, proceedings, claims and demands to which it may be or become liable and all costs, charges, damages, expenses (including legal expenses) and liabilities which may be properly incurred in connection with such action, step or proceeding and may demand prior to taking any such action that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so as to indemnify and/or secure and/or prefund it to its satisfaction.
- 20.17.7 The Security Trustee may act on the opinion or advice of, or information obtained from, any lawyer, accountant, surveyor, valuer, financial adviser or other expert and shall not be responsible to anyone for any loss occasioned by so acting, whether such advice is obtained or addressed to the Chargor, the Security Trustee, any other Secured Creditor or any other person and whether or not the liability of such expert is limited by a monetary cap or otherwise. Any such opinion, advice or information may be sent or obtained by letter, email or facsimile transmission and the Security Trustee shall not be liable to anyone for acting in good faith on any opinion, advice or information purporting to be conveyed by such means even if it contains some error or is not authentic.
- 20.17.8 The Security Trustee shall not be obliged to monitor or be liable for any failure to monitor the performance of any party to any Transaction Document of its duties and obligations under the Transaction Documents and shall be entitled to assume, unless it shall have actual knowledge to the contrary, that each party to any Transaction Document is complying with its obligations under the Transaction Documents.
- 20.17.9 Each of the Security Trustee and the Cash Manager shall be entitled to rely upon a certificate of any party to the Transaction Documents as to any amounts owing to any such party and shall not be responsible for any loss occasioned by its relying and acting on such certificate.

- 20.17.10** Notwithstanding any provision of any Transaction Document to the contrary, the Security Trustee shall not be liable under any circumstances for any special, punitive, indirect or consequential loss or damage of any kind whatsoever, whether or not foreseeable or for any loss of business, goodwill, opportunities for profit, whether arising directly or indirectly and whether or not foreseeable, even if the Security Trustee is actually aware of or has been advised of the likelihood of such loss or damage and regardless of whether the claim for such loss or damage is made in negligence, for breach of contract, breach of trust, breach of fiduciary obligation or otherwise. The provisions of this clause shall survive the termination and expiry of this Deed of Charge or the resignation or removal of the Security Trustee.
- 20.17.11** The Security Trustee may, instead of acting personally, employ and pay an agent, selected by it, whether or not a lawyer or other professional person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Security Trustee and, provided that the Security Trustee exercises reasonable care in selecting any such agent, it will not have any obligation to supervise the agent or be responsible for any loss, liability, cost, claim, action, demand or expense incurred by reason of the agent's misconduct or default.
- 20.17.12** The Security Trustee shall have no responsibility whatsoever to the Chargor or any Secured Creditor as regards any deficiency or additional payment, as the case may be, which might arise because the Security Trustee or any other person is subject to any Tax in respect of any Charged Assets, or any income therefrom or the proceeds thereof or is required to make any withholding or deduction from any payment to any Secured Creditor.
- 20.17.13** The Security Trustee shall not be bound to give notice to any person of the execution of this Deed of Charge nor shall it be liable for any failure, omission or defect in perfecting the security intended to be constituted by this Deed of Charge, including, without prejudice to the generality of the foregoing:
- (a) failure to obtain any licence, consent or other authority for the execution of the same;
  - (b) failure to register the same in accordance with the provisions of any of the documents of title of the Chargor to any of the Charged Assets; and
  - (c) failure to effect or procure registration of or otherwise protect any of the Transaction Documents by registering the same under any registration laws in any territory, or by registering any notice, caution or other entry prescribed by or pursuant to the provisions of the said laws.
- 20.17.14** The Security Trustee shall not be responsible for payment of any taxes or stamp duty as a result of (i) holding the Transaction Security, (ii) enforcing or realising any Transaction Security held by it or (iii) in respect of any remuneration or other amounts payable to it for its own account.
- 20.17.15** The Security Trustee is not responsible for making any deductions or withholding in respect of Taxes or other governmental charges in respect of any amounts paid by or on behalf of the Security Trustee from the proceeds of any enforcement or realisation of the Transaction Security.



## **21 Remuneration of the Security Trustee**

### **21.1 Normal Remuneration**

So long as the Secured Obligations are outstanding, the Chargor will pay the Security Trustee as remuneration for its services as Security Trustee such sum as agreed in the fee letter dated the date hereof between the Chargor and the Security Trustee, subject to the Priorities of Payments. Such remuneration will accrue from day to day from the date of this Deed. However, if any payment due in respect of the Secured Obligations is improperly withheld or refused, such remuneration will again accrue as from the date of such withholding or refusal until payment is duly made.

### **21.2 Additional Remuneration**

If a Default or an Event of Default shall have occurred, the Chargor hereby agrees that the Security Trustee shall be entitled to be paid additional remuneration calculated at its normal hourly rates in force from time to time. In any other case, if the Security Trustee finds it expedient or necessary or is requested by the Chargor or the Facility Agent to undertake duties which they both agree to be of an exceptional nature or otherwise outside the scope of the Security Trustee's normal duties under this Deed of Charge, the Chargor will pay such additional remuneration as they may agree (and which may be calculated by reference to the Security Trustee's normal hourly rates in force from time to time) or, failing agreement as to any of the matters in this Clause (or as to such sums referred to in Clause 21.1 (*Normal remuneration*)), as determined by a financial institution or person (acting as an expert) selected by the Security Trustee and approved by the Chargor or, failing such approval, nominated by the President for the time being of The Law Society of England and Wales. The expenses involved in such nomination and such financial institution's fee will be borne by the Chargor. The determination of such financial institution or person will be conclusive and binding on the Chargor, the Secured Creditors and the Security Trustee.

### **21.3 Security Trustee not precluded from entering into contracts**

Neither the Security Trustee nor any director or officer of a corporation acting as a Security Trustee or holding or associated company of such corporation shall be precluded from acquiring, holding, dealing in or disposing of any shares or securities of the Chargor or any other person or from otherwise at any time contracting or entering into any financial or other transactions with the Chargor or any other person or from being interested in any contract or transaction or from accepting or holding the office of Security Trustee for the holders of any securities of the Chargor or any other person (in each case with the same rights as it would have had if the Security Trustee were not acting) and shall not be liable to account for any profit.

### **21.4 Invoices**

Prior to the occurrence of a Default, the Security Trustee shall ensure that any fees or other amounts payable to it by the Chargor on a Loan Payment Date are notified to the Chargor on or before the fifth Business Day of the calendar month in which the Loan Payment Date occurs.

## **22 Resignation or Removal of the Security Trustee**

- 22.1** The Security Trustee may, without being responsible for any costs occasioned thereby: (A) resign and appoint one of its Affiliates as successor by giving notice to the Parties; provided that no such resignation shall be effective until (i) all of the Security created by or

pursuant to the Security Documents and all of the Security Trustee's rights, benefits and obligations under the Security Documents have been transferred to its successor, and (ii) its successor has confirmed its agreement to be bound by the provisions of the Security Documents and all other related agreements to which the Security Trustee is a party in such capacity; or (B) resign at any time without assigning any reason therefor and without being responsible for any costs occasioned thereby by giving not less than thirty days' prior written notice to that effect to each of the other Parties; provided that no such resignation shall be effective until (i) a successor to the Security Trustee is appointed in accordance with the succeeding provisions of this Clause 22, (ii) all of the Security created by or pursuant to the Security Documents and all of the Security Trustee's rights, benefits and obligations under the Security Documents have been transferred to its successor, and (iii) its successor has confirmed its agreement to be bound by the provisions of the Security Documents and all other related agreements to which the Security Trustee is a party in such capacity.

**22.2** The Facility Agent may remove the Security Trustee at any time without assigning any reason therefor by giving not less than thirty days' prior written notice to that effect to it and the other Parties; provided that no such removal shall be effective until (i) a successor to the Security Trustee is appointed in accordance with the succeeding provisions of this Clause 22, (ii) all of the Security created by or pursuant to the Security Documents and all of the Security Trustee's rights, benefits and obligations under the Security Documents have been transferred to its successor, and (iii) its successor has confirmed its agreement to be bound by the provisions of the Security Documents and all other related agreements to which the Security Trustee is a party in such capacity.

**22.3** If the Security Trustee gives notice of its resignation pursuant to Clause 22.1(B) or is removed pursuant to Clause 22.2, a successor to the Security Trustee may be appointed by the Facility Agent after consultation with the Chargor but, if no such successor is so appointed within 20 days after notice of resignation or removal was given, the Security Trustee may appoint such a successor itself.

**22.4** If a replacement or successor to the Security Trustee is appointed under the provisions of Clauses 22.1 and 22.3, (i) the resigning Security Trustee shall be discharged from any further obligation hereunder and in respect of the Transaction Documents but shall remain entitled to the benefit of the provisions of Clause 14 (*Expenses*), Clause 19 (*Indemnity and Interest*) and this Clause 22 and (ii) its successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been a party hereto.

**22.5** The Parties agree that the Security Trustee may, in the context of a replacement of the Security Trustee pursuant to this Clause 22, assign or transfer all or any of its rights, obligations, interest and benefits hereunder and under any of the Transaction Documents to such replacement.

## **23 Further Assurances and Power of Attorney**

**23.1** The Chargor further covenants with and undertakes to the Security Trustee from time to time upon demand to execute, at its own cost, any document or do any act or thing which the Security Trustee or (in respect of the Charged Assets) the Receiver may properly

specify with a view to perfecting or improving any charge or security created or intended to be created by or pursuant to the Security Documents or facilitating the exercise, or the proposed exercise, of any of their powers and the Chargor further covenants with and undertakes to the Security Trustee to execute such encumbrances over its rights in and over the Charged Assets from time to time in such form as the Security Trustee may require.

- 23.2** The Chargor irrevocably and by way of security appoints the Security Trustee and every Receiver severally to be its attorney (with full power to appoint substitutes and to delegate, including power to authorise the person so appointed to make further appointments) on its behalf and in its name or otherwise, to execute any document, including, without limitation:

**23.2.1** any document to give effect to, perfect or improve the security created or intended to be created by or pursuant to any Security Document (whether pursuant to Clause 5 (*Security*) or otherwise); or

**23.2.2** any encumbrance (as referred to in Clause 23.1),

or do any act or thing which the Security Trustee or such Receiver (or such substitute or delegate) may, in its or his absolute discretion, consider appropriate in connection with the exercise of any of the powers of the Security Trustee or the Receiver or which the Chargor is obliged to execute or do, whether under this Deed or otherwise, provided always that the Security Trustee may only be entitled to exercise the powers conferred upon it by the Chargor under this Clause 23.2 if an Enforcement Notice shall have been delivered.

- 23.3** References in Clause 14 (*Expenses*) and Clause 19 (*Indemnity and Interest*) to the Security Trustee and the Receiver shall include references to any substitute or delegate appointed under Clause 23.2.

- 23.4** The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall properly and lawfully do or purport to do in the proper exercise or purported proper exercise of all or any of the powers, authorities and discretions referred to in this Clause 23, as applicable.

## **24 Other Security, etc**

- 24.1** This security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, any other encumbrance, right of recourse or other right whatsoever which any of the Secured Creditors may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Chargor or any other person in respect of the Secured Obligations.

- 24.2** The restriction on consolidation of mortgages contained in section 93 of the Act shall not apply in relation to any of the charges contained in this Deed.

- 24.3** The rights or powers which this Deed confers on the Security Trustee and each of the other Secured Creditors are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the Security Trustee or such other Secured Creditor thinks appropriate; the Security Trustee and each of the other Secured Creditors may, in connection with the exercise of their rights or powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Chargor acknowledges that the respective rights and powers of the Security Trustee and each of

the other Secured Creditors shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.

## **25 Assignments and Transfers by the Chargor**

The Chargor shall not be entitled to assign, transfer or otherwise dispose of all or any of its rights, benefits and obligations hereunder.

## **26 Accession of Additional Creditors**

### **26.1** No Additional Creditor shall be treated as a Secured Creditor unless and until:

26.1.1 that person is permitted to become an Additional Creditor under the relevant Transaction Documents;

26.1.2 that person delivers to the Security Trustee a duly completed and signed Accession Deed; and

26.1.3 the Security Trustee executes an Accession Deed duly completed and signed on behalf of that person.

### **26.2** Each Party (other than the relevant proposed Additional Creditor under Clause 26.1) irrevocably authorises the Security Trustee to execute on its behalf any Accession Deed which has been duly completed and signed on behalf of that proposed Additional Creditor.

### **26.3** The Security Trustee shall notify the other Parties as soon as reasonably practicable of the receipt and execution by it on their behalf of any Accession Deed.

## **27 Remedies and Waivers**

No failure to exercise, nor any delay in exercising on the part of the Security Trustee, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

## **28 Miscellaneous**

### **28.1** The Chargor will pay all stamp duties, Land Registry and similar fees, filing and registration fees and other transaction Taxes required in relation to or for the purpose of procuring the execution, validity, enforceability or carrying into effect of this Deed and the security created hereby, or pursuant hereto and keep the Security Trustee and the Secured Creditors indemnified against any failure or delay in paying the same.

## **29 Partial Invalidity**

If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

## **30 Notices**

### **30.1** Incorporation of the Facility Agreement provisions

The provisions of clause 27.1 (*Communications in writing*), clause 27.3 (*Delivery*), clause 27.6 (*Electronic communication*) and clause 27.7 (*English language*) of the Facility Agreement shall apply *mutatis mutandis* to this Deed.

## **30.2 Contact details**

- 30.2.1 The contact details of the Servicer for all notices in connection with this Deed are set out in the Servicing Agreement.
- 30.2.2 The contact details of the Cash Manager for all notices in connection with this Deed are set out in the Cash Management Agreement.
- 30.2.3 The contact details of the Seller, the Legal Title Holder and the Servicer for all notices in connection with this Deed are set out in the Asset Purchase Agreement.
- 30.2.4 The contact details of the Account Bank for all notices in connection with this Deed are set out in the Account Bank Agreement.
- 30.2.5 The contact details of the Chargor, the Security Trustee and the Facility Agent for all notices in connection with this Deed are the same as those set out in the Facility Agreement for the Chargor, the Security Trustee and the Facility Agent respectively.
- 30.2.6 The contact details of the Corporate Services Provider for all notices in connection with this Deed are the same as those set out in the Corporate Services Agreement.
- 30.2.7 The contact details of the Hedging Provider for all notices in connection with this Deed are the same as those set out in the Hedging Agreement.
- 30.2.8 Any Party may change its contact details by giving not less than five Business Days' notice to the Facility Agent or (in the case of the Facility Agent) to the other Parties.
- 30.2.9 Promptly upon receipt of notification of a change in contact details pursuant to Clause 30.2.7, or on changing its own contact details, the Facility Agent shall notify the other Parties.
- 30.2.10 Where the Facility Agent nominates a particular department or officer to receive a notice, a notice will not be effective if it fails to specify that department or officer.

## **31 Enforcement, Limited Recourse and Non-Petition**

### **31.1 Each Secured Creditor agrees that only the Security Trustee may:**

- 31.1.1 enforce the security created by or pursuant to this Deed and the other Security Documents in accordance with, and subject to the terms of this Deed;
- 31.1.2 institute proceedings against the Chargor as it may think fit to enforce the rights of the Secured Creditors against the Chargor, whether the same arises under general law, this Deed or the other Security Documents or otherwise in relation to the Security created by or pursuant to this Deed and none of the other Secured Creditors shall be entitled to proceed directly against the Chargor;

unless the Security Trustee, having become bound to proceed in accordance with the terms of this Deed, fails or neglects to do so.

### **31.2 At any time after the Security has become enforceable, the Security Trustee:**

31.2.1 upon receipt of an Enforcement Notice, shall; and

31.2.2 otherwise in its discretion, may,

(and in each case subject to it having been indemnified and/or secured and/or prefunded to its satisfaction against any loss, liability, cost, claim, action, demand or expense which may be incurred or made against it in connection therewith) enforce the Security. To do this, the Security Trustee may in its discretion sell, call in, collect and convert into money all or part of the Charged Assets in such manner and on such terms as it shall think fit.

**31.3** Each Secured Creditor agrees that if, or to the extent that, after the security created by or pursuant to this Deed and the other Security Documents has been enforced and as fully as practicable realised and the proceeds thereof have been applied in accordance with the applicable Priority of Payments the amounts recovered on realisation of the Charged Assets are insufficient to pay or discharge amounts due from the Borrower to the Secured Creditors in full for any reason, the Borrower will have no liability to pay or otherwise make good any such insufficiency.

**31.4** Each Secured Creditor (other than the Security Trustee acting in accordance with this Deed) agrees that it shall not take any corporate action or other steps or legal proceedings for the winding-up, dissolution, arrangement, reconstruction or reorganisation of the Borrower or for the appointment of a liquidator, receiver, administrative receiver, administrator, trustee, manager or similar officer in respect of the Borrower or over any or all of its assets or undertaking.

**31.5** The provisions of this Clause 31 shall survive the termination of this Deed.

## **32 Contracts (Rights of Third Parties Act) 1999**

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties Act) 1999 to enforce any terms of this Deed but this does not affect any right or remedy of any person which exists or is available apart from that Act or those rules.

## **33 Governing Law and Jurisdiction**

The provisions of clause 36 (*Governing law*) and clause 37 (*Enforcement*) of the Facility Agreement shall apply *mutatis mutandis* to this Deed as if the same were set out in full herein.

## **34 Counterparts**

This Deed may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute but one and the same instrument, provided however, that this Deed shall have no force or effect until it is executed by the last party to execute the same and shall be deemed to have been executed and delivered in the place where such last party executed this Deed.

This Deed has been executed and delivered as a deed on the date stated at the beginning.

**The Chargor and Borrower:**

**EXECUTED AS A DEED** for and on behalf of  
**ZEPHYR FUNDING LIMITED**

[REDACTED]

CSC Directors (No.1) Limited

CSC Directors (No.2) Limited

**The Security Trustee:**

**EXECUTED** and delivered as a **DEED**  
for and on behalf of  
**CITICORP TRUSTEE COMPANY LIMITED**  
acting by its lawfully appointed attorney:

Attorney:

In the presence of:

Witness signature:

Name:

Address:

Occupation:

This Deed has been executed and delivered as a deed on the date stated at the beginning.

**The Chargor and Borrower:**

**EXECUTED AS A DEED** for and on behalf of  
**ZEPHYR FUNDING LIMITED**

By:

.....  
CSC Directors (No.1) Limited

.....  
CSC Directors (No.2) Limited

**The Security Trustee:**

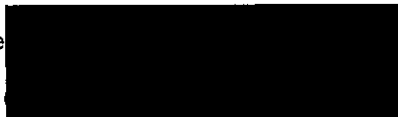
**EXECUTED** and delivered as a **DEED**  
for and on behalf of  
**CITICORP TRUSTEE COMPANY LIMITED**  
acting by its lawfully appointed attorney:



Attorney:

In the presence of: *ANTRA GRUNDSTEINA*

Witness signature



Name:

Address:

Citigroup Centre  
25 Canada Square  
London E14 5LB  
United Kingdom

Occupation:

*VICE PRESIDENT*



**The Facility Agent:**

EXECUTED and delivered as a DEED  
for and on behalf of  
CITIBANK, N.A., LONDON BRANCH acting by  
its ~~lawfully appointed attorney;~~ authorised signatory:  
MILIND CHAUKAR  
In the presence of:

Authorised  
Signatory:  
~~Attorney:~~

Witness signature

Name:

GENAN DJENAN

Address:

33 CANADA SQUARE, LONDON, E14 5LB

Occupation:

BANKER

**The Original Lender:**

EXECUTED and delivered as a DEED  
for and on behalf of  
CITIBANK, N.A., LONDON BRANCH acting by  
its ~~lawfully appointed attorney;~~ authorised signatory:  
MILIND CHAUKAR  
In the presence of:

Authorised  
Signatory:  
~~Attorney:~~

Witness signature

Name:

GENAN DJENAN

Address:

33 CANADA SQUARE, LONDON, E14 5LB

Occupation:

BANKER

**The Arranger:**

**EXECUTED** and delivered as a **DEED**

for and on behalf of

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

its ~~lawfully appointed attorney:~~ *authorised Signatory*

*MILIND CHAUDHARY*

In the presence of:

*Authorised  
Signatory:  
Attorney*

Witness signature:

Name:

*CENAN DJENAN*

Address:

*33 CANADA SQUARE, LONDON, E14 5LB*

Occupation:

*BANKER*

**The Account Bank:**

**EXECUTED** and delivered as a **DEED**

for and on behalf of

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

its lawfully appointed attorney:

Attorney:

In the presence of:

Witness signature:

Name:

Address:

Occupation:

**The Arranger:**

**EXECUTED** and delivered as a **DEED**  
for and on behalf of  
**CITIBANK, N.A., LONDON BRANCH** acting by  
its lawfully appointed attorney:

Attorney:

In the presence of:

Witness signature:

Name:

Address:

Occupation:

**The Account Bank:**

**EXECUTED** and delivered as a **DEED**  
for and on behalf of  
**CITIBANK, N.A., LONDON BRANCH** acting by  
its lawfully appointed attorney:

Attorney:

In the presence of:

Witness signature:

Name: *ANTRA GRUNDSTETWA*

Address: Citigroup Centre  
25 Canada Square  
Occupation: London E14 5LB  
United Kingdom

*VICE PRESIDENT*

**The Legal Title Holder, Seller and Servicer**

**EXECUTED AS A DEED**

for and on behalf of

**TOPAZ FINANCE LIMITED**

acting by its duly authorised attorneys:

Name of witness: EMMA WHITTINGTON

Signature of witness

Address: Gateway House, Gargrave Road, Skipton, North Yorkshire  
BO23 2HL  
Occupation: SOLICITOR

Authorised Signatory:



**The Cash Manager**

**EXECUTED and delivered as a DEED**

for and on behalf of

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

its delegated signatory:

By:

**The Legal Title Holder, Seller and Servicer**

**EXECUTED AS A DEED**

for and on behalf of

**TOPAZ FINANCE LIMITED**

acting by its duly authorised attorneys:

Name of witness:

Signature of witness:

Address:

Occupation:

Authorised Signatory:

**The Cash Manager**

**EXECUTED** and delivered as a **DEED**

for and on behalf of

**CITIBANK, N.A., LONDON BRANCH** acting by  
its delegated signatory:

By:

*WITNESS SIGNATURE:*



*ANTRA GRUNDSTEINA*

Citigroup Centre  
25 Canada Square  
London E14 5LB  
United Kingdom

*VICE PRESIDENT*

**The Corporate Services Provider**

**EXECUTED AS A DEED** for and on behalf of  
**CSC CAPITAL MARKETS UK LIMITED**

By:

.....  
Director

**The Hedging Provider**

**EXECUTED** and delivered as a **DEED**  
for and on behalf of  
**CITIGROUP GLOBAL MARKETS LIMITED**  
acting by its delegated signatory:

In the presence of:

Witness signature:

Name:

Address:

Occupation:

**The Corporate Services Provider**

**EXECUTED AS A DEED** for and on behalf of  
**CSC CAPITAL MARKETS UK LIMITED**

By:

.....  
Director

.....  
Director/Secretary

**The Hedging Provider**

**EXECUTED** and delivered as a **DEED**  
for and on behalf of  
**CITIGROUP GLOBAL MARKETS LIMITED**  
acting by its delegated signatory:



In the presence of:

Witness signature:



Name: **KHARLENE NEO**

Address: **190 NORFOLK ST, APT 4, NY, NY 10002, USA**

Occupation: **BANKING**

## **Schedule 1**

### **Principal Priority of Payments**

Prior to service of an Enforcement Notice, the Cash Manager shall instruct the Account Bank such that the amount of Available Principal Funds (as determined on the immediately preceding Monthly Reporting Date) is applied on each Loan Payment Date in the order of priority as stated below, in each case only if and to the extent that the items of a higher priority have been paid or satisfied in full (such order of application being the "**Principal Priority of Payments**");

- (i) *first*, in payment of items (i) to (vi) of the Revenue Priority of Payments to the extent any amount thereof would otherwise remain unpaid;
- (ii) *second*, other than on the Maturity Date to fund the Mortgage Pre-Completion Account in a maximum amount equal to the Available Commitment;
- (iii) *third*, in repayment of the principal amounts outstanding of the Loans:
  - (a) provided such Loan Payment Date is not the Maturity Date, until the principal amount outstanding of the Loans equals £1.00; or
  - (b) on the Maturity Date, in full; and
- (iv) *fourth*, to apply any excess as Available Revenue Funds.



## Schedule 2

### Revenue Priority of Payments

Prior to service of an Enforcement Notice, the Cash Manager shall instruct the Account Bank such that the amount of Available Revenue Funds (as determined on the immediately preceding Monthly Reporting Date) is applied on each Loan Payment Date in the order of priority as stated below, in each case only if and to the extent that the items of a higher priority have been paid or satisfied in full (such order of application being the "**Revenue Priority of Payments**"):

- (i) *first*, in payment or satisfaction of the fees, costs, charges, expenses and other liabilities due and payable to the Security Trustee under the Transaction Documents;
- (ii) *second, pari passu and pro rata*, in or towards payment of any Taxes then due and payable by the Borrower and crediting an amount equal to £100 (such amount being the "**Retained Profit**") to the Retained Profit Ledger;
- (iii) *third, pari passu and pro rata*, in payment or satisfaction of the fees, costs, charges, expenses and other liabilities due and payable to (a) the Servicer, the Legal Title Holder, the Seller, the Facility Agent, the Account Bank, the Cash Manager and the Corporate Services Provider (excluding in respect of Corporate Expenses) under the Transaction Documents and (b) the Origination Auditor, which have been properly incurred pursuant to the Transaction Documents;
- (iv) *fourth*, in payment or satisfaction of all due and payable Corporate Expenses;
- (v) *fifth*, in payment or satisfaction of all amounts due to the Hedging Provider;
- (vi) *sixth, pari passu and pro rata*, in payment or satisfaction of the fees, costs, charges, expenses and liabilities (plus VAT, if any) due and payable to the Arranger and the Lenders under the Transaction Document and not provided for elsewhere in this Revenue Priority of Payments;
- (vii) *seventh*, other than on the Maturity Date to credit an amount to the General Reserve Ledger up to amount equal to the General Reserve Amount;
- (viii) *eighth*, to credit the Principal Deficiency Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied as Available Principal Funds); and
- (ix) *ninth*, any remaining amounts towards the payment or satisfaction of all amounts of interest due and payable to the Lenders under the Transaction Documents.

### Schedule 3

#### Post-Enforcement Priority of Payments

The “**Post-Enforcement Priority of Payments**” is as follows:

- (i) *first, pari passu and pro rata*,
  - A. in payment or satisfaction of any remuneration then due and payable to any Receiver and all amounts due in respect of legal fees and other costs, charges, liabilities, losses, damages, proceedings, claims and demands then incurred by such Receiver, together with interest thereon, under the Transaction Documents; and
  - B. in payment or satisfaction of all amounts then due and payable to the Security Trustee in respect of the Security Trustee's remuneration, fees (including legal fees), costs, charges, losses, damages, proceedings, claims, demands, expenses and liabilities due to the Security Trustee (plus VAT, if any), together with interest thereon, under the Transaction Documents;
- (ii) *second, pari passu and pro rata* in payment or satisfaction of the fees, costs, charges, expenses and other liabilities due and payable to the Servicer, the Corporate Services Provider (excluding in respect of Corporate Expenses), the Seller, the Legal Title Holder, the Account Bank, the Facility Agent and the Cash Manager under the Transaction Documents;
- (iii) *third*, in or towards payment of any Corporate Expenses then due and payable by the Borrower;
- (iv) *fourth*, in payment or satisfaction of all amounts due to the Hedging Provider;
- (v) *fifth, pari passu and pro rata*, in payment or satisfaction of the fees, costs, charges, expenses and liabilities (plus VAT, if any) due to the Arranger and the Lenders under the Transaction Documents and not provided for elsewhere in this Post-Enforcement Priority of Payments;
- (vi) *sixth, pari passu and pro rata*, in payment or satisfaction of all outstanding principal and any other amounts (other than interest) payable in respect of the Loans;
- (vii) *seventh, pro rata and pari passu* in or towards payment of any Taxes then due and payable by the Borrower and to credit the Retained Profit to the Retained Profit Ledger; and
- (viii) *eighth*, any remaining amounts towards the payment or satisfaction of all outstanding interest in respect of the Loans due and payable to the Lenders under the Transaction Documents.

## **Schedule 4**

### **Disposal Priority of Payments**

The “**Disposal Priority of Payments**” is as follows:

- (i) *first*, in payment or satisfaction of the fees, costs, charges, expenses and other liabilities due and payable to the Security Trustee under the Transaction Documents;
- (ii) *second, pari passu and pro rata*, in or towards payment of any Taxes then due and payable by the Borrower;
- (iii) *third, pari passu and pro rata*, in payment or satisfaction of the fees, costs, charges, expenses and other liabilities due and payable to (a) the Servicer, the Legal Title Holder, the Seller, the Facility Agent, the Account Bank, the Cash Manager and the Corporate Services Provider (excluding in respect of Corporate Expenses) under the Transaction Documents and (b) the Origination Auditor, which have been properly incurred pursuant to the Transaction Documents;
- (iv) *fourth*, in payment or satisfaction of all due and payable Corporate Expenses;
- (v) *fifth*, in payment or satisfaction of all amounts due to the Hedging Provider;
- (vi) *sixth, pari passu and pro rata*, in payment or satisfaction of the fees, costs, charges, expenses and liabilities (plus VAT, if any) due and payable to the Arranger and the Lender under the Transaction Document and not provided for elsewhere in this Disposal Priority of Payments;
- (vii) *seventh*, other than on the Maturity Date to credit an amount to the General Reserve Ledger up to amount equal to the General Reserve Amount;
- (viii) *eighth*, to credit the Principal Deficiency Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be credited to the Principal Ledger and treated as principal collections received by the Borrower on such Disposal Date);
- (ix) *ninth*, to prepay the Loans by an amount equal to the Disposal Prepayment Amount due and payable on such date; and
- (x) *tenth*, any remaining amounts towards the payment or satisfaction of all amounts of interest due and payable to the Lenders under the Transaction Documents.

**Schedule 5**  
**Form of Accession Deed**

To: Citicorp Trustee Company Limited as Security Trustee

From: *[Proposed Additional Creditor]*

Dated:

Dear Sirs

**Zephyr Funding Limited – Deed of Charge**  
**dated [ ] (the "Deed")**

1. We refer to the Deed. This is an Accession Deed. Terms defined in the Deed have the same meaning in this Accession Deed unless given a different meaning in this Accession Deed.
2. *[Proposed Additional Creditor]* agrees to be bound by the terms of the Deed as a Secured Creditor and a *[name capacity of Additional Creditor under the Transaction Documents]*.
3. *[Proposed Additional Creditor]*'s administrative details are as follows:  
Address:  
Fax No:  
Attention:
4. This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.  
  
This Accession Deed is entered into by deed.

*[Proposed Additional Creditor]*

*[Insert appropriate execution provision so this Accession Deed can be executed as a deed.]*

By:

This Accession Deed is accepted by the Security Trustee.

**Citicorp Trustee Company Limited**

By:

Date:

